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Title: **Michigan, University of and Graduate Employees Organization, American Federation of Teachers (AFT), AFL-CIO, Local 3550 (2005)**

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K800381
from April 1, 2005 to March 1, 2008

The Regents of the University of Michigan
and
Graduate Employees Organization
American Federation of Teachers, AFL-CIO Local 3550

April 1, 2005 — March 1, 2008

Article I:

Recognition and Definitions

Section A. Description of Unit

Pursuant to and in conformity with the certification issued by the Michigan Employment Relations Commission on April 15, 1974, in Case No. R74 B-70, as amended by order of the Michigan Employment Relations Commission on November 4, 1981, in Case No. C76 K- 370, the University recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours, and all other conditions of employment for all employees in the following described bargaining unit:

All graduate student assistants, including graduate student instructors and graduate student staff assistants; excluding supervisors and all other employees.

Section B. Definitions

Employee: The term “Employee” (and “Employees”) as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean only an individual assigned to one of the classification titles within the bargaining unit described in Section A.

Graduate Student Assistants: GSAs are employees assigned the title of (a) graduate student instructor or (b) graduate student staff assistant. An Employee must be a student in good standing in a University of Michigan graduate degree program.

In Good Standing: The term “in good standing” in the University of Michigan graduate degree program shall be defined by the Rackham School of Graduate Studies and the various departments, programs, and other academic units. The application of these definitions shall be consistent for all graduate students, including GSIs and GSSAs. Such definitions shall be available at the various departments, programs, and other academic units.

Graduate Student:

For the purpose of this contract, an individual is a graduate student if he or she :

is enrolled in a graduate degree program in the term of the appointment and has been registered or on detached study in any of the nine preceding terms (for purposes of this clause, the standard academic year is considered to be composed of 3 terms that mimic the structure of the appointments [i.e., Term I, Term II, and Term III inclusive of IIIA and IIIB]), or is registered or on detached study and in his or her first semester of graduate study, and

has not yet received the degree from the program in which he or she was enrolled; and

has not permanently withdrawn or had his or her active status in the graduate level program terminated. Any such termination must be issued prior to his or her application for a GSI or GSSA position.

Graduate Student Instructor (GSI): The title “graduate student instructor” shall be given to a graduate student who is employed to teach courses, or coordinate, lead, or assist in the instructional process in direct interaction with students in recitation, laboratory, quiz, or problem sessions or to teach during regularly scheduled office hours. The title shall also be given to a graduate student who is (1) employed on a regularly scheduled and pre-arranged basis throughout not less than one term and (2) who (a) grades papers or examinations in a manner that requires subjective evaluation above and beyond the mechanical or routine comparison of submitted papers or examinations with answers, responses, or elements predetermined as correct or acceptable by another individual or method or (b) provides tutorial instruction. It is understood, however, that the title shall not be given to an individual who provides tutorial instruction or grades on a demand or on-call basis regardless of the frequency of the demand or calls.

It is understood further, that this title need not be assigned by a department or unit to a graduate student employed to provide any of the above services who holds a graduate or professional degree in a field of specialization relevant to the department or unit of employment, but is currently pursuing a graduate degree in a different field of specialization. Nor must a department or unit assign this title to any graduate student who already holds a doctorate or professional degree from a degree program comparable to that of the department or unit or who has equivalent professional experience.

Graduate Student Staff Assistant (GSSA): The title “graduate student staff assistant” shall be given to a graduate student whose employment (1) fulfills a degree requirement or (2) is otherwise considered academically relevant by the department or degree program in which the degree is being pursued and who is employed to perform administrative, counseling or educational duties other than those of a graduate student instructor.

If employment is in a department or unit other than the one in which the degree is being pursued, the graduate student will not be given the title graduate student staff assistant unless prior arrangements have been made between the employing department or unit and the department or program in which the degree is being pursued to provide employment under that title. In this connection, however, it is understood that the staff assistant title will be given to graduate students employed by and in (1) the University Library Associate Program or (2) the Dean's Office of the College of Literature, Science, and the Arts in the positions as academic counselors.

The definitions set forth in 5 and 6 are not intended to establish mutually exclusive duties for employees assigned these titles, but are established to denote principal functions.

Term: A “term” means the period of time consistent with an academic calendar and designated as Term I (Fall), Term II (Winter), Term III (Spring-Summer), Term IIIA (Spring-Half), or Term IIIB (Summer-Half).

Department and Unit: “Department” or “Unit” means the University operational unit which employs graduate student assistants. This includes, but is not necessarily limited to operations known as departments, centers, and institutes.

Instructional Staff: “Instructional Staff” means regular or supplemental professors, associate professors, assistant professors, instructors and lecturers.

Section C. Grievance Procedures

No matter concerning the definition or application of “in good standing” in a University of Michigan graduate degree program shall be subject to the grievance and arbitration procedures.

In the event that a grievance arises alleging a violation of this Article, it shall begin at Step Two of the Grievance and Arbitration Procedure, provided it is submitted in writing within twenty (20) days following

reasonable knowledge of the facts giving rise to the grievance. There shall be unrestricted review of all aspects of the grievance at Steps Two and Three.

If any such grievance alleging a violation of this Article should be taken to arbitration as provided in Section D of Article XVI, the Arbitrator's authority and jurisdiction shall not include any matter involving a question of good standing in a University of Michigan graduate degree program or whether employment is academically relevant. Neither shall the Arbitrator have authority to review the decision by a department or degree program regarding the acceptability of an employment position as meeting a degree requirement. The Arbitrator shall, however, have authority to determine the factual matter of whether an employment position has or has not been certified as meeting a degree requirement by the department or degree program in which the degree is being pursued.

Nothing herein shall preclude a group grievance on behalf of all named and similarly affected individuals.

Article II:

University Rights

The University retains, solely and exclusively, all of its inherent rights, functions, duties, and responsibilities with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the University will be conducted except where those rights, functions, duties, and responsibilities may be limited in this Agreement.

Article III:

No Interference

The Union, through its officials, will not cause, instigate, support or encourage, nor shall any Employee take part in, any concerted action against or any concerted interference with the operations of the University, such as the failure to report for duty, the absence from one's position, the stoppage of work, or the failure, in whole or in part, to fully, faithfully, and properly perform the duties of employment. Nothing in this paragraph, however, shall be construed to limit participation of individuals in an activity that is unrelated to their employment relationship.

In the event of any such action or interference, and on notice from the University, the Union, through its officials, will immediately disavow such action or interference and instruct in writing any and all Employees to cease their misconduct and inform them that this misconduct is a violation of the Agreement, which subjects them to disciplinary action, including discharge.

If the Union, through its officials, performs its obligations as set forth in this Article, the University agrees that it will not file or prosecute any action for damages against the Union or its officials. Nothing herein, however, shall preclude the University from proceeding against any Employee involved in such action or interference.

The University agrees that during the life of this Agreement there will be no lockout.

Article IV:

Anti-discrimination and

Equal Opportunity Employment

Section A. Principles and Definitions

Statutory Compliance

It is agreed there shall be no discrimination in the application of the provisions of this Agreement based on impermissible factors as defined below and as consistent with the state of Michigan Elliot-Larsen Civil Rights Act of 1976. Refer to Appendix 1 for the text of the act. The University agrees to abide by the protections afforded employees with disabilities as outlined in the rules and regulations which implement Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act. Refer to Appendix 2 for a description of the Act.

Impermissible Factors

"Impermissible factors" means an Employee's race, creed, color, religion, national origin, ancestry, marital status, familial status, parental status or pregnancy status, sex, gender identity or expression, sexual

orientation, age, height, weight, disability, citizenship status, veteran status, HIV antibody status, political belief, membership in any social or political organization, participation in a grievance or complaint whether formal or informal, or any other factor irrelevant to his or her employment status or function.

Definition of Discrimination

Any of the following constitute "discrimination":

to discharge, or otherwise to act against an individual when the act arises from or is related to the Employee's status or function as a GSI or GSSA, because of an impermissible factor.

to limit, segregate, or classify an Employee in a way that deprives or tends to deprive an Employee of an employment opportunity or otherwise adversely affects the status of an Employee because of an impermissible factor.

sexual harassment. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature under the following conditions:

submission to or rejection of the conduct or communication by an employee is used as a factor in decisions affecting his or her employment; or

the conduct or communication has the purpose or effect of substantially interfering with an employee's employment, or creating an intimidating, hostile, or offensive employment environment.

harassment. "Harassment" means conduct by a University of Michigan employee directed toward a member of the bargaining unit that arises from or is related to the Employee's status or function as a GSI or GSSA and that includes, but is not limited to, repeated or continuing unconsented contact that would cause a reasonable individual to suffer emotional distress and that actually causes the victim to suffer emotional distress. Harassment does not include constitutionally protected activity or conduct that serves a legitimate purpose related to the individual's employment, unless the timing or manner in which the activity or conduct is done would cause a reasonable individual to suffer emotional distress and that actually causes the harassment grievant to suffer emotional distress.

Section B. Grievance Procedure

In the event an Employee has a grievance alleging a violation of this Article, the grievance shall begin at Step Two of the Grievance and Arbitration Procedure, provided it is submitted in writing within twenty (20) days following reasonable knowledge of the facts giving rise to the complaint. Such a writing shall set forth a summary of facts which resulted in the Employee's grievance.

In the event the Union gives notification of intent to arbitrate as provided in Section D of Article XVI, the University and the Union will select an arbitrator as provided in Section D of Article XVI, provided, however, that a list of arbitrators familiar with discrimination allegations will be requested if the University and the Union are unable to select a mutually agreeable Arbitrator. In discrimination cases, the fees and expenses of the Arbitrator shall be paid by the Union if the grievant's claim of discrimination is denied and by the University if the grievant's claim of discrimination is upheld.

Nothing in this section shall be construed to prevent an Employee who alleges discrimination from exercising constitutional or statutory rights which might be available in addition to arbitration, provided however: (1) that if the Union gives notification of intent to arbitrate, the aggrieved Employee shall not attempt to avail him or herself of such additional rights until after receipt of the arbitration award, except for a case where the Employee might be foreclosed from exercising those rights because of the time involved in the arbitration proceedings, and (2) that if the Employee files for such rights prior to receipt of the arbitration award, the Employee will request any investigative agency to delay its investigation pending

receipt of the arbitration award. In the event the Employee acts in a way inconsistent with (1) and/or (2), the grievance and arbitration process shall cease.

As an alternate to step one of the grievance process (Section C of Article XVI), complaints or grievances by GSIs or GSSAs related to discriminatory harassment can be brought directly to the Office of Institutional Equity. Time spent in active pursuit of such informal dispute resolution will not count towards the grievance clock for step one.

Section C.

Neither the University nor the Union, shall discriminate against, intimidate, restrain, coerce, or interfere with any employee because of, or with respect to, his or her lawful union activities or membership or the right to refrain from such activities or membership. In addition, there shall be no discrimination against any Employee in the application of the terms of this Agreement because of membership or non-membership in the Union.

Section D. Changes

In the event the University adds any additional category or categories of protected classes to its current policies on non-discrimination, such category or categories will be added to this Agreement, unless upon written notice, within thirty (30) days of such adoption by the Employer, the Union informs the Employer that it does not wish to add the category or categories during the term of the Agreement.

Section E. Definitions

Gender Identity or Expression: "Gender identity or expression" means a gender-related identity, appearance, expression or behavior of an individual, whether actual or perceived, and regardless of the individual's assigned sex at birth.

Article V: Union Dues and Representation-service Fees

Section A. Union Security

The parties recognize that the proper negotiation and administration of a collective bargaining agreement and the fulfillment by the Union of its statutory duty of representation entail expenses which are appropriately shared by all employees who are beneficiaries of such agreements. To this end and as provided in this Article, in the event an Employee shall not join the Union, the Employee, nevertheless, shall pay to the Union a Representation-Service Fee, which fee shall be in an amount not to exceed the Employee's pro rata share of the Union's cost of negotiating and administering a collective bargaining agreement. Dues or Representation-Service Fees shall be tendered or paid to the Union by the method selected on the "Graduate Employees' Organization Union Membership/ Representation-Service Fee Card" through the procedures set forth in Section C.

Section B. Dues/Fees

Payment of these dues or representation fees, subject to the conditions of Sections C, D and E of this Article, is a condition of employment for all Employees, provided however that the University shall not be obligated to withhold re-employment from an Employee who has formally challenged the amount of the Representation-Service Fee within thirty (30) calendar days following the effective date of the Employee's appointment until that matter has been resolved.

Section C. Check-Off of Union Membership Dues and Representation-Service Fees

During the term of this Agreement, the University will deduct current Union Dues or Representation-Service Fees from the wages or any other payment processed through and by the University Payroll Department for each Employee who authorizes such deduction by using the deduction authorization card described in Section H of this article.

The University will provide Graduate Employees' Organization Union Membership/Representation-Service Fee cards to all Employees within fifteen (15) calendar days following the effective date of an Employee's appointment or the offer of an appointment, whichever is later, and will inform each Employee of obligations under this Article. The University will thereafter make Graduate Employees' Organization Union Membership/Representation-Service Fee cards available to all Employees through their department or unit; such cards will also be available from the Union.

Following execution of the card, the Employee will submit it to the Union.

Prior to the date of the paycheck for November, March, June and August, the University will send a targeted e-mail message to Employees who have authorized the deduction of Union Dues or Representation-Service Fees. The message will contain the following language:

"This email is a reminder that, consistent with your prior authorization to the Graduate Employees' Organization (GEO), a payroll deduction for Union dues or a representation-service fee will be made from your next paycheck, at a rate specified by the Union to the University. No action is required on your part. For more information, call GEO at 734-995-0221."

On the same schedule outlined above, the University will send a targeted e-mail message to Employees who have not authorized the deduction of Union Dues or Representation-Service Fees. This message will contain the following language:

"The contract negotiated by the Graduate Employees' Organization (GEO) and the University requires that all GSIs and GSSAs pay either Union dues or a representation-service fee to the Union. In that our records indicate that you have not authorized a payroll deduction for this purpose, you are responsible for direct payment of the amount to the GEO. Individuals who are delinquent in the payment of union dues or representation-service fees to the union may not be re-hired by the University until any such dues or fees have been paid. For more information, including dues and representation-service fee rates, visit the GEO website at www.umgeo.org or call GEO at (734) 995-0221."

Section D. Payroll Deduction

Payroll deductions of Union Dues or Representation-Service Fees shall be made from the wages due Employees on the last payday in the months of November, March, June, and August; provided, however, that no deduction shall be made unless, by the 15th of the month during which a deduction is to be made, (1) the Union has certified the Employee's membership status to the University, and (2) the Union has certified the Employee's auto-deduction status to the University and (3) the Union has certified the rate of Union Dues and Representation-Service fees to the University as specified in Section G of this Article. The following certification form shall be used by the Union when certifying the membership status and auto-deduction status of an Employee to the University:

CERTIFICATION OF FINANCIAL OFFICER I certify that the following employees, identified by their names and UMID numbers authorize the University to deduct dues from their wages in accordance with the terms of the Agreement holding between the GEO and the University, beginning with term [I,II,IIIA, IIIB,III], [year]: [last name, first name, UMID]

I certify that the following employees, identified by their names and UMID numbers authorize the University to deduct representation-service fees from their wages in accordance with the terms of the Agreement holding between the GEO and the University, beginning with term [I,II,IIIA, IIIB,III], [year]: [last name, first name, UMID]

In accordance with Section G of this Article, all sums deducted by the University shall be wire transferred to the financial account of the Graduate Employees' Organization designated by the Financial Officer of the Union. The wire transfer will take place no later than the fifth (5th) working day of the month following the month in which the deductions were made. A list of Employees for whom deductions were taken, including Employee name, UMID, deduction code, deduction date, and the sum of the deducted amount will be remitted via email to the Financial Officer of the Union no later than the fifth (5th) working day of the month following the month in which the deductions were made.

The Union shall provide the University with a Dues and Representation-Service Fee Discrepancy Report listing both under deductions and over deductions, no later than the fifteenth (15th) of the month following the month in which the deductions were made. The University shall review the Dues Discrepancy Report and make all appropriate adjustments to payroll deductions in the fourth month of the term. It shall provide an explanation to the Union for any adjustments not made. The University shall remit the net positive amount of sums deducted as stipulated above to the Financial Officer of the Union no later than the fifth (5th) working day of the first month of the term following the term in which the adjustments were made. Any credit due the University will be deducted from the next remittance of dues to the Union. A list of Employees for whom deductions were taken, including Employee name, UMID, deduction code, deduction date, and the sum of the deducted amount will be remitted via email to the Financial Officer of the Union no later than the fifth (5th) working day of the month following the month in which the adjustments were made.

In the event that a payroll deduction for an Employee is processed incorrectly, the University will correct the error for the Employee within three working days of being informed of the error by either the Employee or the Union.

By signing the deduction authorization card described in Section C, an Employee agrees to have her/his Union Dues or Representation-Service Fee deducted from her/his paycheck. An Employee may revoke his or her authorization at any time by submitting written notification to the Union, on a deduction authorization card. The Union Dues or Representation-Service fee payroll deductions shall terminate when the Union certifies to the University that the Employee does not authorize such deductions no later than the tenth (10th) of the month in which deductions are to be made. Thereafter, Section E shall apply.

Section E. Delinquent Payment of Union Dues or Representation-Service Fees

An Employee shall be declared ineligible for future employment as a GSI or GSSA under Section B under the following circumstances:

1. The Union first has notified the Employee by letter, explaining that the Employee is delinquent in not tendering either Union Dues or the Representation-Service Fee, and specifying the current amount of such delinquency, and warning the Employee that unless such dues or Representation-Service Fee are tendered within ten (10) calendar days, the delinquent Employee will be reported to the University and shall not be re-employed effective at the end of the current employment period as provided in this Article;
2. The Union has furnished the University with written proof that the procedure of Paragraph 1 of this Section has been followed or the University has been supplied with a copy of the letter sent to the Employee.
3. The Union has specified further, when notifying the University not to reemploy the Employee, the following by written notice:

“The Union certifies that (Name), (UMID), (employing department) has failed to tender either Union Dues or the Representation-Service Fee, or formally challenged the amount thereof, as required as a condition of continued employment under the collective bargaining agreement. Therefore, under the terms of the Agreement, the University shall not re-employ the Employee without the expressed consent of the Union.”

The Union shall send a list of all delinquent individuals thus identified to the Dean of each College at the beginning of every month with the stipulation that these individuals may not be re-hired until any owed Union Dues or Representation-Service Fees have been paid. The list will be forwarded to the parties responsible for making hiring decisions in each hiring unit. The Union will, at the University’s request, notify relevant persons any time a change has been made to an individual’s hiring eligibility as affected by this Article.

Section F.

The procedure set forth in Section D of this Article may be initiated by the Union for any delinquent Employee only at the following times:

1. On or after November 1, for an Employee delinquent during Term I.
2. On or after March 1, for an Employee delinquent during Term II.
3. On or after June 1, for an Employee delinquent during Term IIIA.
4. On or after August 1, for an Employee delinquent during Term IIIB.)

Section G. Rate Certification, Amount, and Remittance

The following certification and address for remittance form shall be used by the Union when certifying the rate of the Union Dues and the Representation-Service Fee, the address of remittance and any changes therein:

“CERTIFICATION OF FINANCIAL OFFICER I certify that the Union Dues rate for the Graduate Employees’ Organization is ___% (percent) of the full time equivalent salary and the Representation-Service Fee rate for the Graduate Employees’ Organization is __% (percent) of the full time equivalent salary in November and March and ___% (percent) of the full time equivalent salary in June and August.

Remittance address _____
_____ Date ____/____/____

Signature _____
Financial Officer Date of Delivery to the University”

The amount of Union Dues and Representation-Service Fee for the Graduate Employees’ Organization will be determined by multiplying individual Employee’s full time equivalent salary rate by the certified Union Dues or Representation-Service Fee rate and by the individual Employee’s employment fraction. Certification of changes to the rate of Union Dues and Representation-Service Fee and remittance address shall be delivered to the University at a place designated by the University no later than ninety (90) days before the change will become effective. Such changes are limited to not more than two (2) occurrences annually.

The University shall not be liable to the Union for the remittance or payment of any sum other than that constituting actual deductions.

The Union shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any notice, certification or authorization furnished under this Article.

Section H. Deduction Authorization Card

GRADUATE EMPLOYEES' ORGANIZATION	
UNION MEMBERSHIP / REPRESENTATION-SERVICE FEE CARD	
Name _____	UMID# _____
Employing Department _____	Classification: GSI GSSA (Circle One)
The contract negotiated by the GEO and the University requires that all employees receiving benefits from the contract pay either Union dues or a representation-service fee. This card is for that purpose. The GEO is the legal collective bargaining unit for all Graduate Student Instructors and Staff Assistants at the U of M. This means the University is obligated to bargain a contract with us concerning our pay, benefits, including tuition waivers, and working conditions. The GEO also represents any GSI or GSSA (regardless of membership status) in grievances regarding their employment. Union membership allows you to participate in all levels of the Union's decision-making processes. To become a member you must check the box marked "Union Dues".	
Please Check One: <input type="checkbox"/> Union Dues (Member) <input type="checkbox"/> Representation-Service Fee (Non-Member)	
Your Union dues or representation-service fee will be typically deducted from your paycheck in the third month of your full-term appointment. If you do not wish to have the University make this deduction, check the box below. If you refuse payroll deduction, you are responsible for direct payment of the amount to the GEO as specified on the chart available at www.unge.org or from the GEO. Authorization of Deduction shall be effective whenever you are employed as a GSI or GSSA, unless revoked by submitting a new copy of this card to the Union indicating your desired union status and deduction preference.	
Please Check Here to Refuse or Revoke Authorization of Payroll Deduction: <input type="checkbox"/>	
Signature of Employee _____	Date of Signing ____/____/____
Email Address of Employee _____	
Address of Employee _____	
If you have, in the past, filled out and returned one of these cards, you need not do it again.	

Article VI: Union Rights

Section A.

Representatives of the Union will be permitted to transact official business with appropriate representatives of the University at all reasonable times provided they follow regular University procedures.

Section B.

Where rooms, facilities, or equipment, such as duplicating, computing and audiovisual, are available for meetings or use by other non-university organizations either with or without a charge, such rooms, facilities or equipment will be available to the Union in accordance with established University procedures.

Section C.

The Union may post notices on existing bulletin board space which is not reserved for specific purposes, but in no case shall the Union be denied space sufficient to post one (1) 8 1/2 inch by 14 inch sheet in a department or unit employing Employees. In addition, the University shall provide the Union with bulletin board space designated with the Union's name for its exclusive use in ten (10) mutually agreed upon areas for the purpose of posting Union notices. Such space in each area will be large enough to hold four (4) 8 1/2 inch by 11 inch sheets. All notices shall be signed by a responsible officer of the Union and be informational to the members of the bargaining unit concerning Union business and social events. See Appendix XX for the locations of these bulletin board spaces as of XX, XXX, 2005.

Section D.

In accordance with the rules and regulations of work study programs which the University administers, the University agrees to receive application from the Union for eligibility as an employer.

Section E.

Each semester, upon request of the Union, each instructional unit will make twenty (20) minutes available to the Union during its first meeting of any GSI training session or its first meeting of GSIs and GSSAs with scheduling at the discretion of the unit. The Union will be guaranteed twenty (20) minutes during the first meeting of any GSI training session or the first meeting of GSIs or GSSAs attended by more than thirty (30) GSAs, or attended by GSAs from multiple departments. The purpose of this time will be to inform GSIs and GSSAs about the Union's function, to explain dues and service fee deductions, to recruit departmental stewards, and to discuss current bargaining status or any other Union business.

Section F.

The University will, by the end of the first full week of each term, supply to all Employee supervisors and to all faculty appointed to courses that employ Graduate Student Instructors a document summarizing those terms and conditions of this Agreement relevant to those faculty and the Graduate Student Instructors or Graduate Student Staff Assistants they are supervising. This document will be co-written and cosigned by the University and the Union, and will be reviewed and re-issued each year by August 1.

Section G.

Once in each academic term, the Union may submit a targeted email message and a list of Employee UMIDs to the University. The University will distribute the targeted email message to the listed Employees. It is understood that the content of such communications will be consistent with the terms of this Agreement and will not contravene existing University policy, or federal or state law.

Article VII: Information

Upon written request from the Union, the University will provide the Union with information which is necessary for the purposes of collective bargaining and which does not require unreasonable collection efforts.

Section A. Reports

On the fourth working day of each month, and the first working day following January 20, August 20, and September 20, the University will provide to the Union, at no cost to the Union, a report containing information on all current and future Employee appointments that are in the system as of the date of the report.

This report shall include the following data elements in comma delimited format: Employee last name, Employee first name, UMID number, appointment FTE, actual monthly compensation rate, appointment classification code, appointing department code, appointing department name, date of hire, appointment begin date, appointment end date, Employee local address, Employee local phone number, Employee permanent address, Employee permanent phone number, Employee date of birth, dues/fees auto-deduction status, citizenship status, race and sex.

The University will send the report via email as a file attachment to a message addressed to an e-mail address designated by the Financial Officer of the Union.

The University Payroll Office will additionally provide information concerning Dues and Fees deductions to the Graduate Employees' Organization as specified in Article V, Section C.

The University shall provide the Union with a list(s) of Employees which, at the request of the Union, would include any of the aforementioned and/or any additional existing data elements. Such a list(s) shall be available within fourteen (14) calendar days of a request by the Union, except that the first request for any specific list shall be available within fourteen (14) calendar days from completion of the computer program. The Union will pay the University's regular price for any such list(s) including, but not limited to, any computer programming.

It is understood that any list(s), reports or mailing labels shall contain the most current data available in the University's M-Pathways database.

The Union shall retain all information in confidence and disclose only to those whose Union duties require them to have such information.

Section B. Salary Analysis

The University's annual publication, An Analysis of Salaries Paid to the University of Michigan Instructional Staff, shall include summary statistics of salaries paid to Graduate Student Instructors in each unit reported. The statistics shall include total head count of GSIs and the mean, median, minimum, maximum appointment fraction and salary paid to GSIs by each unit.

Section C. College Resources Analysis System (CRAS) Tables and Data

The University shall provide the Union at no cost to the Union, with a copy of the College Resources Analysis System (CRAS) tables and data. Such information for each term shall be available as soon as practicable, but not later than sixty-five (65) days from the start of the next term, provided the union has requested such information by the last day of classes of the term being requested.

Section D. Other Employees

During the first full work week of the second month of Fall and Winter semesters, the University will provide the Union with a report indicating the number of persons enrolled as students at the University of Michigan and who are appointed as of the date the report is generated in the Temporary Instructional Aide, Grader I or Grader II titles.

Article VIII: Job Security

Section A. Period of Employment and Termination

An Employee shall be employed for (1) a specific period of not less than one term or an equivalent period of time or (2) a special limited purpose. Employment for a "special limited purpose" is employment which covers unanticipated needs that arise during a term or employment under support of a grant or contract which may be for less than one term. In all cases, employment terminates at the end of the specific period or when the special limited purpose is completed or in any case when the Employee fails to meet the following requirements at the University of Michigan:

1. Terms I and II: In good standing as a student in a graduate degree program and registered for not less than six (6) credit hours each term or, with the written approval of the student's graduate faculty advisor, not less than five (5) credit hours consisting of not less than two (2) courses relevant to the student's degree program.

2. Term III: In good standing as a student in a graduate degree program, but no registration required as a condition of employment.
3. Detached Study: In good standing as a student in a graduate degree program, but no registration required for any period for which the student has been approved for Detached Study by the Graduate School. Detached Study means study away from the University when no services will be drawn from the University during that period.

In addition, where it is determined that the Employee is not making satisfactory progress towards a degree, or when employment performance is unsatisfactory, including cases involving misconduct, the employment duties may be reduced, and employment fraction and pay may be reduced correspondingly, or employment may be terminated

In cases of unsatisfactory employment performance, including cases of misconduct, the matter will first be discussed with the Employee prior to any action being taken. If it is determined that the existing situation can be corrected by the Employee and is of such a nature that correction is appropriate, the Employee will be given not less than one calendar week from date of discussion to make the correction. A written summary of such a discussion will be available at the written request of the Employee provided the request is received within twenty-four (24) hours of the discussion. A copy of the summary will be provided to the chairperson of the Union's Grievance Committee.

Prior to termination or reduction in duties for unsatisfactory performance, including cases of misconduct, the department chairperson (or equivalent level of supervision) will make arrangements for a departmental review of the facts and circumstances leading to the contemplated termination or reduction in duties. This review will include a recommendation to the department chairperson (or equivalent level of supervision) on the question of termination or reduction in duties. The composition of, and number of individuals on the committee making the review and recommendation will be determined by the department chairperson (or equivalent supervision), except that at least one (1) graduate student from the department or unit will be a member of the review committee. The Employee may invite an individual of the Employee's choice as an observer, provided that no such individual shall be a representative of a labor organization other than the Graduate Employees' Organization. The Employee will be notified of this right to representation prior to the convening of the department review. The observer will have the right to be present at any meeting with the review committee that includes the Employee. While they are in such a meeting, the Employee and the observer will be allowed to question any other participant also present in the meeting. In addition, the Employee and the observer will have the right to present relevant evidence that would not otherwise be presented to the review committee. A written summary of such a review will be available at the written request of the Employee provided the request is received within twenty-four (24) hours of the meeting with the review committee. A copy of the summary will be provided to the chairperson of the Union Grievance Committee.

In the event that an Employee is terminated for unsatisfactory employment performance, including cases of misconduct, the Employee will be provided with a written summary of the reasons for the termination at the written request of the Employee. A copy of the summary will be provided to the chairperson of the Union's Grievance Committee.

Section B. Procedures

In cases where an Employee is accused of misconduct, the procedures outlined herein shall facilitate proper treatment of both accused and accuser. If an allegation of misconduct is made, the procedures below will be followed until a determination of guilt or innocence is reached or the allegation is withdrawn. From the time an allegation is made, until a determination is reached, no action shall be taken by the University which presumes the Employee's guilt.

Section C. Appeals

If misconduct results in a discharge or a reduction of employment fraction and pay during the term of employment, a grievance may be submitted beginning at Step Three of the Grievance and Arbitration Procedures, provided the grievance is submitted in writing within the fifteen (15) calendar day period following notice of the discharge or reduction. In the event of an arbitration, if the arbitrator does not find misconduct, the arbitrator can only make that finding of fact and award pay but not reinstatement. Such pay shall not exceed an amount that the Employee would have earned during the term of employment.

No other matter concerning this article shall be subject to the Grievance and Arbitration Procedure.

Section D. Sexual Harassment

Any claim of Sexual Harassment made against an Employee covered by this Agreement which arises out of his or her employment, even if the claim is registered after the period of employment, shall be covered by the Faculty and Staff Sexual Harassment Policy of the University.

Article IX: Posting, Initial Employment and Re-employment

Section A. Posting

Any University of Michigan student in good standing in a graduate degree program who is eligible for a graduate student instructorship or staff assistantship shall be given the opportunity to apply for all available positions covered by this Agreement. To that end:

1. In order to ensure that all qualified graduate students are given equal opportunity to apply for anticipated openings, each department that appoints GSIs or GSSAs will publish information regarding their application and selection procedures, dates during which job postings will occur for each term during which they appoint GSIs or GSSAs and department contact information on a designated University-wide website. This information will include links to local departmental websites where specific postings (as described in section A(3) below) for available jobs will appear. Where resources are unavailable for departments to post on a local website, department openings will nonetheless be posted (as described in section A(3) below) within the department and the location at which such openings are posted will be included in the information published on the designated University website for GSI or GSSA posting information. Each Department will establish a system whereby each graduate student is able to easily find out what positions are available within the department and will employ other appropriate channels of communication to maximize distribution of this information.
2. Department's GSI or GSSA selection procedures will be open and free from bias.
3. All available positions will be posted for a minimum of 5 working days. This posting requirement can be waived when it would interfere with the need for timely hiring decisions made just before or after the beginning of the teaching term. In the event a waiver of posting is used, the GEO will be notified. All postings will include:
 - a. The course(s) for which applications are being accepted, and a general description of the duties of the position(s) (whether the position(s) involves teaching an independent section of a course, teaching a discussion section,

grading assignments, holding office hours), and an estimated FTE for the positions(s).

- b. The minimum and desired qualifications for employment and a description of selection and decision-making procedures. This description of qualifications shall include the role, if any, of student evaluations, and past instructional experience. The decision-making procedures shall include the role of applicant preferences for course placement and procedures and criteria for late appointments.
 - c. The person to whom the application should be submitted; the name(s) of the decision-making agent(s).
 - d. A notice that hiring units will provide notification of hiring decisions to all applicants by the dates noted in section B(1) below.
 - e. The following nondiscrimination statement: "The University will not discriminate against any applicant for employment because of race, creed, color, religion, national origin, ancestry, marital status, familial status, parental status or pregnancy status, sex, gender identity or expression, sexual orientation, age, height, weight, disability, citizenship status, veteran status, HIV antibody status, political belief, membership in any social or political organization, participation in a grievance or complaint whether formal or informal, or any other factor where the item in question will not interfere with job performance and where the employee is otherwise qualified. The University of Michigan agrees to abide by the protections afforded employees with disabilities as outlined in the rules and regulations which implement Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act." Contact information of the Office of Institutional Equity or ombudsperson will also be listed.
 - f. The following statement: "Unsuccessful applications will be retained for consideration in the event that there are last minute openings. Upon request, any applicant denied employment will receive, within fourteen (14) calendar days, a written explanation of the reasons for denial of employment. An applicant denied employment may request an in-person interview with the hiring agent(s) to be scheduled at a mutually agreed upon time. In the event an Employee does not receive his or her preferred assignment, he or she can request a written explanation or an in-person interview with the hiring agent(s)."
5. Employment assignments shall be at the discretion of the department or unit. Departments or units will allow applicants to submit, in writing, course placement preferences.
 6. No unit shall have a policy that uses tuition costs or cost of benefits as a factor in hiring decisions for GSI or GSSA appointments.

Section B. Notification

1. Hiring units will provide notification of hiring decisions to all applicants as specified by Departments through the designated University-wide website described in section A(1) above.
2. It is understood that posting and notification is dependent on the then known employment opportunities as listed in the University Course Listings and the availability of qualified

candidates. A department or unit which may have employment opportunities for additional employees at other times will a) inform all applicants for current term positions of the employment opportunity by email and b) post the listing (as described in section A(3) above) as soon as the opportunity is known, if feasible. The posting will indicate approximately when the final hiring decision will be made. Hiring units will provide notification of hiring decisions to all original and new applicants for each position they applied to within 14 days after the selection process has been completed, or will notify applicants when, and by how long, the selection process has been extended. In fulfilling this requirement, notification may be combined for multiple decisions made within the 14 day period.

3. Upon request, the department or unit will inform the applicant of his or her status. Unsuccessful applications will be retained for consideration in the event that there are last-minute openings. Upon request, an applicant denied employment will receive, within fourteen (14) calendar days, a written explanation of the reasons for denial of employment. An applicant denied employment may request an in-person interview with the hiring agent(s) to be scheduled at a mutually agreed upon time.

Section C. Hiring Process

1. Offers may be made or accepted by paper, email, or verbal communication. Non-receipt of the notification described in subsection 2 below is not sufficient grounds for denying employment, if an employment offer has been made and accepted by other means.
2. The hiring unit will provide the Employee with a Union Dues/Representation-Service Fee card, as specified in Article V. Correspondence regarding initial employment, re-employment, or any notification of a change in the terms and conditions of an Employee's appointment, to the Employee will include written notification specifying:
 - a. Duration of employment
 - b. Term of employment
 - c. Fraction and salary
 - d. Library privileges
 - e. Insurance benefits
 - f. A general description of the duties
 - g. Name(s) and telephone number(s) for questions regarding insurance benefits and departmental services.
 - h. That the employment relationship is governed by, and subject to, the provisions of a collective bargaining agreement negotiated by the Graduate Employees' Organization union and the University through the use of this language: "If you are currently employed as a Graduate Student Instructor or Graduate Student Staff Assistant, your salary, tuition waiver, benefits, working conditions, and other terms of employment are governed by a Union contract negotiated between the University administration and the Graduate Employees' Organization (GEO) The

contract negotiated by the GEO and the University requires that all Employees receiving benefits from this contract pay either Union Dues or a Representation-Service Fee. If you have not already filled out and returned a yellow Union Membership/Representation- Service Fee card, you are responsible for doing so. The cards are available from your department steward, your department office, the Office of Academic Human Resources, or the GEO (734-995-0221). If you choose not to authorize the deduction from your paycheck of Union Dues or Representation-Service Fees, you must remit a check to the GEO, 527 E. Liberty St. Suite 204, Ann Arbor, MI, 48104, for payment of the amount specified in the chart accompanying the "Graduate Employees' Organization Union Membership/Representation-Service Fee Card" or available at www.umgeo.org. If you do not do so, you will not be eligible for reemployment at the University of Michigan. Union members can participate in all levels of Union decision making processes; non-members cannot."

3. Upon initial employment, departments will inform Employees of the assistance in English language available to them from the University as specified in Article XXI - "GSI Training."
4. Within fifteen (15) calendar days of assuming employment duties, the Employee will receive a fraction calculation form that reflects the breakdown of time the Employee should expect to spend on employment duties.
5. Notwithstanding the above provisions, the type of employment may be changed or no employment may be given, after written notification. In such a case the salary, (or other payment in lieu of salary), tuition waiver, and benefits for the specified period shall not be less than that specified in the written job offer.
6. All Employees working at the University of Michigan Biological Station shall be subject to the same terms and conditions of room and board as apply to faculty working at the University of Michigan Biological Station.

Article X: Salaries

Section A. Determination of Monthly Salary

Employees hired or re-employed on or after the execution date of this Agreement shall be paid a monthly salary determined by multiplying the Employee's employment fraction as provided in Section C by the Employee's full-time equivalent salary rate and dividing the product by four (4).

The salary for any period of time which is less than an entire employment period shall be determined by:

1. Multiplying the Employee's employment fraction as provided in Section C by the Employee's full-time equivalent salary rate.
2. Dividing the number of calendar days remaining in the employment period by the number of calendar days in the entire employment period.
3. Multiplying the result of 1. by the result of 2. and pro-rating the amount over the remainder of the employment period.

For the purpose of this Section, employment period is defined as the time period from:

1. September 1 through December 31;

2. January 1 through April 30;
3. May 1 through August 31;
4. May 1 through June 30; and
5. July 1 through August 31.

Nothing in this Section shall be construed to mean that an Employee is necessarily required to work on every day of the employment period.

The University shall arrange to forward the last salary check of an employment period provided a written request, which includes a self-addressed envelope, is delivered to the University Payroll Office.

Section B. Minimum Full-Time Equivalent Salary Rate

The minimum full-time equivalent (FTE) salary rate for four (4) full calendar months of employment from September 1, 2004 to August 31, 2005 was \$13,977 for Employees, except for Employees in the University Library System where the rate was \$11,880.

Section C. Adjustments to the Minimum Full-Time Equivalent Salary Rate

Effective September 1, 2005 and for the term of this Agreement, the minimum full-time salary equivalent for Employees with appointment fractions of .10, .15, and .20 will be calculated at a rate of one hundred five (105) percent of the full time rate of those with appointments at .5 and above. The minimum full-time salary equivalent for Employees with an appointment fraction of .05 will be calculated at a rate of one hundred thirty (130) percent of the full time rate of those with appointments at .5 and above.

Effective September 1, 2005, the minimum full-time salary equivalent for Employees shall increase by the larger of the average annual increase for LS&A faculty, or two and a half (2.5) percent. The minimum FTE salary rate for Employees in the University Library System will be ninety (90) percent of the minimum FTE of other Employees with fractions over .25 or higher covered by this agreement.

Effective September 1, 2006, the minimum full-time salary equivalent for Employees shall increase by the larger of the average annual increase for LS&A faculty or three (3) percent. The minimum FTE salary rate for Employees in the University Library System will be ninety-five (95) percent of the minimum FTE of other Employees with fractions of .25 or higher covered by this agreement.

Effective September 1, 2007 the minimum full-time salary equivalent for Employees shall increase by the larger of the average annual increase for LS&A faculty or three (3) percent .

The "average annual increase for LS&A faculty" is the increase for tenured and tenure track LS&A faculty—a figure that does not include increases for promotions or market adjustments.

Section D. Employment Fraction

It is understood that Employees in this bargaining unit are engaged in professional activities, of such a nature that the output produced, or the result accomplished, cannot be precisely standardized or measured in relation to a given period of time. The use of an employment fraction indicates less than full-time effort. In this connection, a one-half employment fraction normally requires a probable weekly time commitment of sixteen and one-half to twenty hours per week.

Fluctuations above and below this norm are expected corresponding to individual distinctions such as experience, ability and diligence. Other employment fractions require proportional time commitments.

Employment fractions should be determined by the following scale of time commitments:

Average Weekly Work Expectation	Employment Fraction
Up to 3.49	.05
3.5 to 5.49	.10
5.5 to 7.49	.15
7.5 to 9.49	.20
9.5 to 12.49	.25
12.5 to 14.49	.30
14.5 to 16.49	.35
16.5 to 20.00	.50
20.01 to 25.49	.60
25.5 to 35.49	.75
35.5 or more	1.00

Any work required of an Employee prior to the actual contract period which is a component of the assistantship shall be included in the fraction calculation.

It is further understood that an Employee's employment fraction is an estimate of a proportion of full-time effort within a department or unit for the assignments involved and shall be as determined by the department or unit.

Such a determination, provided there is a substantial variation between estimated time and actual time, is subject to review through the Grievance Procedure on the question of whether the estimate, and therefore the fraction, was reasonable based on the provisions of this Section. Such a grievance shall begin at Step One, provided the meeting occurs within twenty (20) days following reasonable knowledge of the facts giving rise to the grievance. In the event that the estimate, and therefore the fraction, was unreasonable, the department or unit will make an appropriate retroactive adjustment in salary and will prospectively increase the fraction to correspond to an appropriate estimate or reduce the time commitment to correspond to the fraction. Other adjustments, if any, shall not predate the filing of a written grievance.

Section E. SEVIS Fee Reimbursement

Beginning September 1, 2005, and going forward, the University will reimburse the SEVIS fee paid by new Employees upon request.

Section F. Covering for Absent Employees

It is the responsibility of the University to determine if there is a need for, and if so, assign a temporary replacement for an absent Employee. In no case will an Employee be required to pay for the replacement work or coverage. Employees assigned to cover the responsibilities of an

absent Employee shall be compensated at a rate of twenty (\$20) dollars per hour during the period spent covering such responsibilities (rounded to the nearest half hour). Work performed to cover such responsibilities that is compensated at this rate will not count towards calculating the employment fraction.

Article XI: Benefits

For the purpose of this Article, a benefits eligible appointment must be confirmed by the appointing department.

Section A. Plan Year 2005

Through December 31, 2005 of this Agreement, and consistent with the terms of each program or plan, Employees with a one-quarter or greater employment fraction in a term are eligible to participate in the University's Group Health Care programs and Group Dental Option I Plan, and Basic Group Life Insurance plans. University contributions toward the Group Health and Group Dental premiums shall be in the same amount as that provided to the University's regular non-bargained-for instructional staff for the coverage selected. The University will ensure that the same-sex domestic partners of Employees and their dependent children are eligible for group health and group dental coverage in accordance with Article IV Section A of this contract. In the event of any changes in the coverage from any of the programs or plans, the Union will be notified sixty (60) days prior to the effective date of the change. The University and the Union will meet and discuss in Special Conference any substantial change to any benefit, including but not limited to, changes in co-pays, deductibles, out-of pocket expenses, and eligibility of dependents.

Section B. Plan Year 2006 through Term of Agreement

1. Eligibility (.25 or Greater Appointment Fraction Eligibility)

Effective January 1, 2006 and through the term of this Agreement, and consistent with the terms of each program or plan, Employees with a one-quarter (.25) or greater employment fraction in a term are eligible to participate in the University's Health Care programs (medical and prescription drugs); Group Dental Plan (Options I, II and III); University, Optional and Dependent Life Insurance; Vision Plan; Legal Plan; Flexible Spending Accounts (Health and Dependent Care); and Travel Accident Insurance. Participants in the Basic Life Insurance plan as of December 31, 2005 will be automatically enrolled in the University Life Insurance Plan and Optional Life Insurance plan. Employees not enrolled in the Basic Life Insurance plan as of January 1, 2006 may apply for University and Optional Life Insurance with a health statement and proof of insurability.

2. Group Health Insurance Plan

The Group Health Insurance Plan (medical and prescription drug) as of January 1, 2005 will contain a 4-tier rate structure consisting of:

- a. One adult;
- b. One adult plus any number of children;
- c. One adult plus one adult dependent;
- d. One adult plus one adult dependent plus any number of children.

3. Employer Contribution to Premium

- a. As of January 1, 2006 and throughout the term of this Agreement, for individual Employee coverage (Tier I: one adult) in any plan, the Employer contribution toward the cost of the group health insurance plan premium will be 95% of the average premium cost of the two lowest-cost comprehensive plans available to all University employees. The Employer contribution toward the cost of group health insurance plan premiums for other tiers of coverage (those that include dependents) shall be the same contribution for the coverage for the Employee plus an additional contribution for covered dependents, calculated such that the Employer pays 85% of the aggregate premium cost for all covered individuals. The Employee will be responsible for any additional premium cost above the base Employer contribution rate toward the Employee's plan of choice.
- b. The University agrees that the co-pays in effect for Plan Year 2005 for the GradCare health insurance plan (including the prescription drug plan in effect at the time) will not increase more than five dollars (\$5.00) for each co-pay during the life of the Agreement.
- c. In the event of any changes in the coverage from any of the programs or plans, the Union will be notified sixty (60) days prior to the effective date of the change. The University and the Union will meet and discuss in Special Conference any substantial change to any benefit, including but not limited to, changes in co-pays, deductibles, out-of-pocket expenses, and eligibility of dependents.
- d. University contributions (except as noted in Section E below) toward all plans other than health insurance under this Article shall be in the same amount as that provided to the University's regular non-bargained-for instructional staff for the coverage selected.

4. *Initiation of Coverage*

- a. Application Procedure: Application for Group Benefit programs must be made within thirty (30) days of the effective date of employment or the date of notification described in Section B(4)(c) below, whichever is later. Applicants enrolling past 30 days of their eligibility date for the University Life and Optional Insurance plan must provide the Group Life Insurance Company with proof of insurability in order to be considered for coverage. Dependent Life Insurance for a spouse or SSDP may be applied for any time and requires proof of insurability.
- b. Newly hired eligible Employees as of January 1, 2006 who do not elect to enroll or who do not waive health insurance in a health insurance plan when eligible within thirty (30) days will be enrolled in the GradCare health insurance plan at the Tier I Level (one adult).
- c. Not later than the 30th day after employment begins, the University will notify an Employee of the provisions of this Article including a reference to the time period requirement for application. In cases where an Employee misses the application deadline due to a lack of such notification, the University will enable the Employee to enroll in benefits.

Section C. Dental Coverage

Newly hired eligible Employees as of January 1, 2006 who do not enroll or waive dental insurance within thirty (30) days of their eligibility will be enrolled in Dental Option I at the Tier I Level (one adult).

The Employer will pay 100% of the premium for Dental Plan Option I for all Employees with employment fractions at one-quarter (.25) or greater. The Employer contribution for all other Options shall be in the same amount as that provided to the University's non-bargained-for instructional staff for the coverage selected. For all other Employees, the Employer will make no contribution towards the cost of any other Option.

Section D. Summer Coverage

An Employee who is participating in the University Benefit plans during Term II, whether or not employed for IIIA and/or IIIB, and either:

- a. has been re-employed under the terms of this Agreement for the following Term I or
- b. was employed during the previous Term I

may continue coverage during the months of May, June, July, and August, between Term II and Term I by ensuring that the employing department has delivered confirmation of the Term I employment status to the Benefits Office by April 10.

An Employee who is not employed for Term II but is employed for Term IIIA and re-employed for the following Term I may continue coverage during the months of July and August between Term IIIA and Term I by making arrangements through the Benefits Office by June 30, provided the initial employment and re-employment occur no later than the first day of Term IIIA.

If employee contributions are required, the Employee will be billed monthly for the employee contributions for the months of May, June, July, and August. It is the Employee's responsibility to provide current address information for billing purposes, if payment is not timely coverage will be cancelled.

Section E. Less than .25 Appointment Fraction Eligibility

In conjunction with the above listed provisions, but specific to the Employee with an appointment fraction of less than one quarter (.25) the following provisions apply:

Any Employee who is appointed with an employment fraction of below one quarter (.25) throughout not less than a whole term, may purchase GradCare medical insurance plan (Employee only, Employee + Adult, Employee + Adult + Children, Employee + Child, Employee + Children) and Dental Option I at 50% of the total premium cost for either or both plans at their own expense. The University will fund 50% of the premium cost for the GradCare medical insurance and Dental Option I. The Employee contribution will be made through payroll deduction; however, if payroll deduction cannot be taken due to insufficient pay, the Employee must make arrangements to pay any billed charges on a timely basis. In either case, coverage begins in the first month in which:

1. Both an appointment notification is issued and the Benefits Office receives a completed application for the benefit from the Employee, and
2. The Employee makes appropriate payment arrangements with the University.

Section F. Scope of Review

No matter concerning the above group benefit plans shall be subject to the Grievance and Arbitration Procedures, except for questions concerning compliance with the specific provision of this Article, and whether or not the Employee has coverage in accordance with the terms of the Plan. If, during the term of this Agreement, a federal or state law is enacted which requires the payment of taxes or premiums to either the federal or state government or another entity for hospital or medical benefits for Employees, the University may make such adjustments in the schedule of benefits provided by this Article to avoid duplication of benefits. In addition, any such taxes or premiums paid by the University shall be included in the total dollar limitations provided in this Article.

Article XII: Child Care

Effective September 1, 2005, and for the duration of this Agreement, the University agrees to the following: Any GSI or GSSA who meets the eligibility requirement for the Childcare Subsidy Program will receive the appropriate subsidy award. The working status of any other family member who is not the Employee will only be considered to the extent that the other person has a combined work and educational load of less than 20 hours per week.

The maximum award per term for each GSI or GSSA who meets the eligibility requirements specified above will be:

First child: \$ 1,750

Second child: \$ 900

Third child: \$ 900

Effective September 1, 2006, and every academic year thereafter and for the duration of this Agreement, the Childcare Subsidy stipend will increase by the average annual tuition increase at the UM childcare centers (excluding the Health System facility).

The GEO will be guaranteed at least one seat on both the COSPI committee (as long as it exists), and on the Child Care Oversight Committee. Nomination to this seat will be in accordance with normal Administration practices.

Article XIII: Medical Leave

Section A. Eligibility

An Employee shall be eligible for up to three (3) weeks of medical leave pay in a consecutive twelve (12) month period beginning the first day of the initial employment period when unable to meet employment obligations because of personal illness, injury, or other disabling medical condition, or because of the illness, injury or other disabling medical condition of a family member.

Nothing in this Article shall be construed so as to limit an Employee's rights under the Family Medical Leave Act, with which the University agrees to comply fully.

Section B. Number of Days

For the purpose of determining the number of paid medical leave days available (1) a scheduled work day shall be defined as a day containing scheduled work commitments including, but not limited to, lectures, recitations, labs, office hours, and staff meetings; (2) a week shall be defined as the number of scheduled work days in a calendar week; and (3) the total medical leave eligibility shall be determined by multiplying the number of scheduled work days in a week by three (3). For the purpose of determining the percent of medical leave used, divide the number of

scheduled work days missed because of personal illness or injury, by the total medical leave eligibility.

Section C. Replacement Coverage

In the event an Employee is unable to meet employment obligations because of personal illness, injury, or other disabling medical condition, or because of the illness, injury, or other disabling medical condition of a family member, the Employee will notify the appropriate immediate supervisor (or department or unit designee) as promptly as possible so that arrangements for the absence can be made by the University. In addition, an Employee will make reasonable efforts to assist in arrangements for another to meet his or her employment obligations. It is the responsibility of the University to find a temporary replacement.

In no case will the Employee be required to pay for the replacement work or coverage.

Article XIV: Jury Duty, Witness Service and Immigration Proceedings

Section A. Jury or Witness Service

In the event an Employee is unable to meet employment obligations because of jury duty or witness service in response to a subpoena, the Employee shall be granted time off with pay. Such an absence shall be without loss of compensation. In this connection, the Employee shall provide the University with written verification from the Court Clerk of the times and dates of the required service.

Section B. Immigration Proceedings

In the event an Employee is unable to meet employment obligations because the Employee is compelled during working hours to participate in immigration procedures such an absence shall be without loss of compensation. In this connection, the Employee shall provide the University with written verification from the involved governmental agency including times and dates relevant to the absence.

In the event an individual with whom an Employee shares a close personal relationship is compelled to participate in immigration procedures related to his or her valid immigration status, the Employee may be released without loss of compensation, and such release will not be unreasonably denied.

Section C. Replacement Coverage

In the event an Employee is unable to fulfill employment duties, services or obligations for reasons covered under this article, the Employee will notify the appropriate immediate supervisor (or department or unit designee) as promptly as possible so that arrangements for the absence can be made by the University. In addition, an affected Employee will make reasonable efforts to assist in arrangements for another to meet his or her employment obligations. In no case will the Employee be required to pay for such coverage. It is the responsibility of the University to find a temporary replacement.

Article XV: Bereavement Leave Pay

Section A. Paid Leave

An Employee will be granted the amount of time off with pay that is required to attend the funeral, memorial, or other similar services or gatherings, and/or to make arrangements necessitated by the death of any of the following:

1. The Employee's spouse or significant other non-related person living in the Employee's household or
2. The child, parent (including step-parent or the significant other of a parent), grandparent, sibling, grandchild (or spouse/significant other of any of the preceding) of either the Employee or the Employee's spouse or significant other.

In no event shall the time off exceed three (3) consecutive days (Monday - Friday).

Section B. Unpaid Leave

If additional time off is needed, the Employee may request an extension, without pay, of the bereavement leave for a period of time not to exceed fourteen (14) calendar days.

Section C. Replacement Coverage

In the event an Employee is unable to meet employment obligations due to bereavement, the Employee will notify the appropriate immediate supervisor (or department or unit designee) as promptly as possible so that the University can make arrangements for the absence. In addition, an Employee will make reasonable efforts to assist in arrangements for another to meet his or her employment obligations. It is the responsibility of the University to find a temporary replacement and to ensure coverage.

In no case will the bereaved Employee be required to pay for the replacement work or coverage.

Article XVI: Grievance and Arbitration Procedures

Section A.

A grievance is a disagreement, arising under and during the term of this Agreement, concerning compliance with the provisions of this Agreement. A grievance is limited to the following types of disagreements:

1. Between the University and any Employee concerning (a) his/her employment and (b) the interpretation or application of this Agreement.
When more than one Employee has a grievance of this type involving common fact(s) and provision(s), one designated member of the group shall process the grievance on behalf of named and all similarly-situated Employees. If the Employees in this group are from more than one department or unit, the grievance shall be filed by the Union at Step Three of the procedure.
2. Between the Union and the University concerning the interpretation or application of this Agreement on a question which is not an Employee grievance.
Such grievances shall be filed at Step Three of the procedure.

Section B. Representation

For the purposes of this Article, a Union Representative may represent an aggrieved Employee as provided in Section C. The Union will provide the University with the names and telephone numbers of the employees designated for that purpose and shall report any changes to the

University within the third week of each term. In addition, the Union shall provide the University with the names and telephone numbers of its officials and Grievance Committee and any changes therein. The University will provide the Union with the names and telephone numbers of its representatives or designees at Step Two and Step Three, and will report any changes to the Union within the third week of each term.

Section C. Grievance Procedure

The following procedure shall be the sole and exclusive means for resolving grievances:

Step One: An Employee or one designated member of a group of Employees, having a grievance in connection with his or her employment may take the matter up with the immediate supervisor (or department or unit designee) provided, however, that the discussion must take place within forty (40) calendar days following reasonable knowledge of the facts giving rise to the grievance. In the event the meeting cannot be scheduled because of the unavailability of the immediate supervisor (or department or unit designee), the grievance shall be remanded to Step Two. At the Employee's option, a Union Representative may be present during such discussion.

Step Two: If the matter is not resolved at Step One, the grievance may be submitted in writing to the Department Chairperson (or equivalent level of supervisor) or designee, provided, however, that the written grievance must be received within twenty (20) calendar days following the discussion of Step One.

The grievance shall be dated and signed by the aggrieved Employee and a Union representative, if any, and shall set forth the facts, including dates, the provisions of the Agreement that are alleged to have been violated and the remedy desired.

At the time the grievance is submitted, the department chairperson (or equivalent level of supervisor), or the chairperson's designee, shall date it and return a copy to the aggrieved Employee and to the Union Grievance Committee.

Within fourteen (14) calendar days of submission of the written grievance, the department chairperson (or equivalent level of supervisor), or the designee, shall meet at a mutually convenient time and place with the Union representative, if any, and the Employee in an attempt to resolve the grievance. The grievance will be answered within seven (7) calendar days following the meeting. A copy of the written answer shall be given to the chairperson of the Union Grievance Committee and the Employee

Step Three: If the matter is not resolved, the grievance may be appealed by the Union Grievance Committee to the designee of the provost and vice president for academic affairs within fifteen (15) calendar days following receipt by the Union of the Step Two answer. The designee of the provost shall set, within the next fourteen (14) calendar days and at a mutually convenient time and place, a meeting for discussion of the grievance with representatives of the Union Grievance Committee, the aggrieved Employee and the Employee's Union representative at Step One, if any. The designee of the provost shall arrange for a representative(s) of the appropriate dean or administrative head of an equivalent unit to be present at this discussion. A written answer shall be given by the provost's designee, within the thirty (30) calendar day period following such meeting.

A copy of the written answer shall be given to the chairperson of the Union Grievance Committee and the Employee.

Section D. Impartial Arbitration

A grievance, as defined in Section A, which is not resolved at Step Three may be submitted to arbitration by the Union, provided that written notice of intent to arbitrate is received by the designee of the provost within the thirty (30) calendar day period following receipt by the Union of the Step Three answer.

Such notice shall identify the grievance and the issue, set forth the provisions of the Agreement involved and the remedy desired. If no such notice is given within the prescribed time limit set forth in this section, the grievance shall not be arbitrable.

Following the written notice to the designee of the provost, the University and the Union shall attempt to select an arbitrator. If an arbitrator is not selected within five (5) calendar days following receipt of the written notice, the Union, within the next ten (10) calendar days only, may request the Federal Mediation and Conciliation Service or the American Arbitration Association (AAA) to submit a list of five (5) qualified arbitrators, none of whom may be in the employment of the University. If one of the five (5) arbitrators on the list is not mutually agreeable, a second list will be requested. If none of the arbitrators on the second list is mutually agreeable, then the Arbitrator shall be selected from the list by alternately striking names. The first strike shall be determined by a coin flip. The remaining name shall act as the Arbitrator. If the list is not requested within the ten (10) day period, the grievance will not be arbitrable.

If a party requests that AAA submit a list of arbitrators, that party shall be responsible for the administrative fees in order to obtain that list or lists.

Every grievance submitted to an arbitrator for decision shall be subject to the following terms and conditions:

1. Either the University or the Union or both shall notify the Arbitrator of selection and upon acceptance shall forward to the Arbitrator a copy of the grievance, the University's answer at Step Three, the Union notice of intent to arbitrate and a copy of the Agreement. A copy of this communication, except a copy of the Agreement, shall be sent to either the University or the Union, as the case may be. If the Arbitrator does not accept selection, the selection process shall be repeated until an arbitrator has accepted selection.
2. Upon receipt of this communication, the Arbitrator shall fix the time for hearing the issue or issues submitted for decision. The hearing shall be held in Ann Arbor, Michigan, unless otherwise agreed by both the Union and the University.
3. At the time of the arbitration hearing, both the University and the Union shall have the right to examine and cross-examine witnesses.
4. Upon request of either the University or the Union or both, a transcript of the hearing shall be made and furnished the Arbitrator with the University and the Union having an opportunity to purchase their own copy. The party requesting the transcript shall bear the full cost of the Arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.
5. At the close of the hearing, the Arbitrator shall afford the University and the Union a reasonable opportunity to furnish briefs if either party requests the opportunity.
6. The jurisdictional authority of the Arbitrator is defined as, and limited to, the determination of any grievance as defined in Section A submitted to him or her consistent with this Agreement and considered by him or her in accordance with this Agreement.
7. The Arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses, or provisions of this Agreement.
8. The fees and expenses of the Arbitrator shall be paid by the party not prevailing in the matter. The Arbitrator shall decide which party has prevailed. The expenses of, and the

compensation for, each and every witness and representative for either the University or the Union shall be paid by the party producing the witness or having the representative.

9. The Arbitrator shall render the decision in writing within thirty (30) calendar days following the hearing.
10. The Arbitrator's decision, when made in accordance with the Arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Union, and the Employee or Employees involved.
11. The provisions of this Section do not prohibit the University and the Union from mutually agreeing to expedited arbitration of a given grievance or grievances.

Section E. Time Limits on Appeals

1. Any grievance not appealed within the specified time limits shall be considered settled on the basis of the final answer and not subject to further review. However, this shall not prejudice the position of either party with respect to a grievance involving the same issue at that unit or any other unit of the University.
2. A grievance may be withdrawn without prejudice and, if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, for any reason other than the University's failure to meet a commitment, financial liability, if any, shall date only from the date of such reinstatement, provided, however, reinstatement occurs within the specified time limits for appeal.
3. Where one or more grievances involve a similar issue, those grievances, by mutual agreement, may be held in abeyance without prejudice, pending the disposition of an appeal, to Step Three or arbitration of a representative case. In such event, financial liability, if any, will not be affected except as set forth in other articles of this Agreement.
4. The specified time limits at each step of the procedure may be extended by mutual written agreement of the parties involved at that step, except that the time limit for filing at Step One can only be extended by the Departmental Chairperson or designee (or equivalent level of supervisor) and a Union Representative.
5. Whenever time limits are used in this Article, an actual verified receipt or a postmark, if mailed, will control.

Section F.

When the employer schedules a meeting in accordance with the provisions of this Article, attendance at such a meeting by the Employee or Union representative shall not adversely affect their employment relationship.

Section G.

Grievances in which the grievant contends that he or she has been the victim of discrimination, harassment or sexual harassment, as defined in Article IV of this Agreement, may be submitted to the special arbitration process described here.

1. Such grievances may be initiated at either: Step One, Step Two, or Step Three of the procedure, at the discretion of the Union.

2. The designee of the provost will schedule Step Three meetings to occur within five (5) business days after submission at Step Three. These meetings may include relevant witnesses invited by the Union. A written answer will be given by the provost's designee within the twenty-one (21) calendar days following such meeting. The specified time guideline may be amended by mutual written consent of the parties.
3. Should the Union be unsatisfied with the Step Three outcome, the Union may choose to proceed to expedited arbitration as follows and shall so inform the University in writing.
4. Development of the arbitration panel: each year the panel will be selected as described here.
 - a. The Union and the University shall meet no later than fourteen (14) calendar days following ratification of this Agreement, and on each anniversary thereafter, to attempt to decide upon a panel of four (4) arbitrators who will serve for the following year.
 - b. Should the Union and the University not reach agreement upon the membership of the panel in seven days, the parties will obtain a list of twelve (12) arbitrators from the American Arbitration Association.
 - c. The parties will alternately strike names from the list until four (4) names remain. That list shall constitute the panel. This selection process will occur only in the first year. At any time during the period of the contract each party may replace one name from the list.
 - d. The Union and the University shall, by lot, rank the panel in order (1, 2, 3, 4). The arbitrator-designated number 1 shall be the first called upon to sit. If number 1 is unavailable, the remaining arbitrators shall be called upon, in rank order.
 - e. A hearing will be scheduled on or about November 30, February 28, April 30; June 30 each year.
 - f. If there are no cases to be heard, the Union and the University will split any cancellation fees charged by the arbitrator for these dates.
 - g. Cases may be scheduled for hearing on other dates if the designated dates result in a delay of more than twenty-one (21) days between the receipt of a decision at Step Three and the next pre-scheduled hearing. In that event, the case will be scheduled by the arbitrator. If arbitrator number 1 is unavailable for an earlier scheduled hearing, arbitrator 2 will be approached. If arbitrator 2 is unavailable for an earlier scheduled hearing, arbitrator 3 will be approached, and if arbitrator number 4 is unavailable, arbitration will be conducted on a pre-determined date in (e) above.
5.
 - a. Either the University or the Union shall forward the arbitrator a copy of the grievance, the university's answer at Step Three, the Union notice of intent to arbitrate and a copy of the agreement. A copy of this communication, excepting a copy of the agreement, shall be sent to either the University or to the union, as the case may be.

- b. Upon request of either the University or the Union or both, a transcript of the hearing shall be made and furnished to the arbitrator with the University and the Union having an opportunity to purchase their own copy. The party requesting the transcript shall bear the full cost of the arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.
- c. The arbitrator shall render a decision, in writing, within seven (7) calendar days following the hearing. If both the Union and the University agree, the arbitrator may be asked to issue a bench decision.
- d. The fees and expenses of the arbitrator for cases that are heard shall be paid by the party not prevailing in the matter. The arbitrator shall decide which party has prevailed. The expenses of, and the compensation for witnesses and representatives for either the University or the Union shall be paid by the party producing the witness or having the representatives.
- e. The arbitrator's decision, when made in accordance with the arbitrator's jurisdiction and the authority established by this Agreement, shall be final and binding upon the University, the Union, and the Employee or Employees involved.

All other provisions of the grievance procedure described above remain in effect.

ARTICLE XVII: SPECIAL CONFERENCES

A. Contract Administration

Special conferences for important matters of mutual interest may be arranged between the Grievance Committee Chairperson and the designee (as listed in Article XVI) of the provost. Such conferences will not be used to circumvent the grievance procedure.

Arrangement for such special conferences shall be made in advance by the submission of a written agenda setting forth the nature of the matters to be discussed. The meeting shall be scheduled within fourteen (14) calendar days of the submission of a written agenda unless the parties mutually agree to delay the meeting. Attendance at such meetings shall be limited to five (5) representatives of each party.

It is understood that any matter discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the collective bargaining agreement, or the rights of either the University or the Union under the terms of the Agreement.

B. Equity and Access Conferences

The University and the GEO recognize that effective communication during the life of the Agreement on matters of interest and concern to graduate students as Employees outside of negotiations is an important part of their ongoing relationship. Therefore, the University and the GEO agree to establish a process to facilitate communication in the following areas of mutual interest:

- Institutional Equity
- International Students

- Health Care Benefits
- Childcare

Beginning with the Fall 2005 semester and at the beginning of each subsequent fall and winter semester for the term of this Agreement, the representative of the Provost's Office (Academic Human Resources) and the GEO will meet to establish an agenda, set ground rules, and schedule meetings (based on the availability of the relevant University offices necessary for the topic under discussion). In addition at this first meeting each fall semester, the parties will attempt to identify the potential data items needed for each meeting area.

Upon notification by the GEO, and with the concurrence of the University, an Equity and Access conference will be open to a specified number of members of the Union. The parties may mutually agree to open the conferences to any other people.

The University will appoint one GSSA at a fraction level between .25 and .50 (depending on the anticipated workload generated by the schedule for that academic year). This GSSA will assist in the development and analysis of data, act as a resource, and assist with the logistics of these meetings. The GSSA will be appointed and employed by the Office of Academic Human Resources. The GEO will collaborate in writing the job description of the GSSA, will be notified when this position is posted, and will, upon its request, participate directly in the selection process.

Both the University and the GEO understand and agree that nothing in this section, including any work product that results from these provisions, establishes any obligation to negotiate, or will in any way change or alter any of the provisions of the collective bargaining agreement, or the rights of either the University or the Union under the terms of the Agreement.

ARTICLE XVIII: CHANGES RESULTING IN A CONFERENCE

The department or unit chairperson, or designee, will notify the Union in writing within fourteen (14) calendar days of a significant change in any of the following matters as it relates to the terms and conditions of employment of Employees within a department or unit:

1. Level of funding available to the department or unit for the employment of Employees;
2. FTE's available to the department or unit for Employees;
3. The work assignments or scope of responsibility for Employees caused by changes in the educational curriculum of the department or unit;
4. Average size of Employees' employment fractions;
5. Number of Employees;
6. Class size policy.

The chairperson or designee will provide an opportunity for the Union representative to confer with the department or unit chairperson, or designee, on the change and on its implications for the terms and conditions of employment of the affected Employees. If the change and its implications are being considered by a committee of the department or unit, the committee shall be the designee of the department or unit chairperson. The Union shall designate as its

representative an Employee in the department or unit, the appropriate steward, or a Union official, and shall notify in writing the designee (as listed in Article XVI) of the provost or the designated representative.

In the event that the above described procedure is not followed, and if the Union representative so requests, then the department or unit chairperson or designee, shall reconsider the decision made regarding the change and follow the above procedure.

ARTICLE XIX: CLASS SIZE

Recognizing that the size of classes has an impact on the workload of the Employee, the University and the Union agree that:

- A. At the Union's request, once during each of Terms I and II, each department chairperson, or designee, shall arrange a meeting with interested Employees in the department and with the Union Representative, designated pursuant to Section B of Article XVI to discuss class size.
- B. Each department employing GSIs will establish a class size policy for classes to which GSIs are assigned. This class size policy will include but need not be limited to the, maximum number of students in each section (recognizing the potential for reduction within sections with regard to programmatic need), and the maximum ratio of students to GSIs. The class size policy will be provided to any Employee upon request.
- C. The department will have available, in writing, the method(s) for handling override authorization forms and person(s) who are authorized signers. No GSI shall be required to accept enrollees in excess of the maximum class or section size. Should a GSI wish to add enrollees beyond the established maximum, there will be no presumption of a change in appointment fraction.
- D. The special conference procedure (as set forth in Article XVII) shall be available to discuss Union concerns about specific departmental class sizes or class size policies as they relate to courses which utilize Employees.

ARTICLE XX: CURRICULUM

Departments are encouraged to have Employee representation on committees dealing with undergraduate curriculum and/or educational innovation.

Employees may submit written comments concerning course content at any time to their appropriate supervising instructional staff member and/or departmental chairperson. These comments shall be considered the next time the course in question is organized.

Employees are encouraged to prepare written reports evaluating course content, teaching methods, examinations, grading and other matters concerning the course or courses they have taught and submit them to the appropriate supervising instructional staff member and/or appropriate departmental chairperson. Such reports may be required by a department. In addition, written reports by Employees may be prepared on overall curriculum and submitted to the appropriate curriculum committee.

It is understood that nothing herein precludes oral comments on these matters.

ARTICLE XXI: GSI TRAINING

Section A. Employee Training

Each department will be required to hold an Employee training/orientation program for all new Employees. The content and length of the program will be determined by the department chairperson or designee with input from the Employees. This program shall be no less than four (4) hours in length, but may be split into multiple sessions held during the semester at the department's discretion. New Employees appointed to positions not requiring classroom instruction will be provided with a one hour training session specific to their duties to be held at the beginning of the term of employment. Any department in which there are fewer than six new Employees may, at the discretion of the department chairperson or designee, combine their program with that of one or more departments in related fields.

Attendance will not be required for any new Employee who is determined by the department chairperson or designee to already have the skills and experience equivalent to what would be provided in the program. All other new Employees will be required to attend such a program. It is understood that nothing herein precludes the department chairperson or designee from requiring any returning Employees to attend the program. The amount of time commitment to attend such a program by an Employee with a fraction of greater than or equal to .25 shall be reflected in pay at the hourly equivalent of the Employees' rate*, included in the fraction, or as academic credit for the program. The amount of time commitment to attend such a program by an Employee with a fraction of less than a .25 shall be reflected in pay at the hourly equivalent of the Employee's rate*, or included in the fraction.

Section B. Communicative Skills Testing and Training

For the purposes of this agreement, "communicative skills" shall be defined as communication in instructional roles in the subject(s) to be taught, both inside and outside of the classroom.

1. Required Testing and Waiver

Any training or testing of communicative skills required by the department or the University as a qualification of employment must be required of all applicants who have not previously been employed in an instructional capacity by the University. Participation in such training or testing will not be required for any applicant who meets the eligibility requirements for an exemption. In addition, participation will not be required of those who are determined by the department chairperson or designee, in consultation with appropriate University resources, to already have the skills and experience equivalent to what would be provided in the training or evaluated in the testing. Waiver criteria shall be public and accessible to all applicants. No exemption to either requirement can be granted on the basis of impermissible factors, as defined by Article IV of this Agreement. Prospective Employees who are informed that they will be required to take the training will be notified of the waiver criteria in writing.

2. Testing Procedure

Prospective Employees may take a test of communicative skills in Term I for employment in Term II, or in Term II for employment in Term I before or after participating in communicative skills training. The testing criteria and rationale will be available to prospective Employees no less than one week before they take the test.

If a prospective Employee passes the test before training, he or she may, but will not be required to, take the training. If a prospective Employee does not pass the test before training, he or she may be required to take the training. A prospective Employee who is exempt or waived from testing and training may take the training if space is available in the training classes.

Upon completion of training, testing of communicative skills may be required. Results of such testing may be appealed and re-testing requested by the prospective Employee.

Employees who desire it may request English language assistance. If a department approves such a request, the assistance will be provided by the University. Upon initial employment, departments will inform Employees of this policy.

*The hourly equivalent of the Employee's rate will be computed by dividing their Full Time Equivalent (FTE) rate by 2,080 hours.

ARTICLE XXII: TUITION WAIVER

Employees with a one-quarter or greater employment fraction will pay no tuition.

After September 1, 2002, Employees with an employment fraction of:

.05 will pay an amount equivalent to 59%;

.10 will pay an amount equivalent to 49%;

.15 will pay an amount equivalent to 39%;

.20 will pay an amount equivalent to 29%

of assessed tuition. Departments or units may, at their discretion, require Employees to pay amounts equivalent to a lower percentage of assessed tuition.

Effective September 1, 1993, Employees will pay no fees other than Michigan Student Assembly, school and college government, course fees and lab fees, and Registration fee; the amount of the registration fee assessed to the Employee shall be no more than eighty dollars (\$80.00).

An Employee who is employed, regardless of employment fraction, for less than the term for which the Employee is enrolled is not eligible for a tuition waiver.

ARTICLE XXIII: GSA RIGHTS

Section A.

Library privileges provided to Employees by the University Library System will be to the same extent, and in the same manner, as those provided to the University's instructional staff.

Section B.

At the request of an Employee, the Employee will be permitted to review records pertaining exclusively to his or her employment and maintained in a personnel file by a department or unit or by the Personnel Office. It is understood that such records include evaluations which relate exclusively to performance as an Employee, but exclude letters of recommendation for employment and records which contain, in whole or in part, information pertaining to performance or progress as a student.

Section C.

Departments will make arrangements for Employees to obtain texts when provided free of charge by the publisher. Any instructional materials required by the department chair or designee for a course being taught by the Employee or required of students taking the course will be provided at no cost to the Employee.

Section D.

An Employee's department or unit shall make arrangements for the Employee's access to his or her office, and with the exception of the School of Music, to the building containing that office, consistent with arrangements made for the instructional or research or similarly situated professional staff of that department or unit.

Section E.

The supplies, duplicating, collating and other office machinery (e.g., photocopier, typewriter, etc.) of a department or unit shall be available without charge to an Employee to the extent required by his or her employment obligations. Departments are not required to provide individual photocopiers or computers to Employees or to give them access to main departmental offices after office hours. This article in no way assumes that Employees have unlimited copying rights or unlimited access to supplies. These supplies and services shall be available to the same extent and on the same terms as they are made available to other instructional staff to meet instructional purposes in accordance with all rules and regulations of his or her department or unit which do not violate the above. The special conference procedure (as set forth in Article XVII) shall be available to discuss specific concerns about such regulations.

Section F.

Each department or unit shall make available a convenient receptacle at a designated location for Employees to receive University business correspondence and U. S. Mail. At least one (1) receptacle shall be available for each letter of the alphabet that is the same as the first letter of the last name of at least one (1) departmental Employee.

Section G.

A department or unit will provide resources (e.g. telephone access, desk or work surface, computer access, supplemental computing allocation, etc...) as necessary for the fulfillment of the Employee's work obligations. If an Employee is required to hold office hours, suitable space will be provided to fulfill this requirement.

Section H.

An Employee may submit in writing to the appropriate department or unit committee any matter concerning the employment relationship of Employees in that department or unit. If the matter is subsequently placed on the department or unit committee agenda, the Employee initiating the matter and other Employees, including the department or unit steward, if any, may be invited to discuss the matter. If other employees are invited, the Employee initiating the matter must be invited. If any Employee is invited, he or she may invite a department steward or other representative of the Union at his or her discretion.

Section I.

No Employee will be required to act, nor will any Employee act, in a manner which constitutes a health or safety hazard in their employment relationship.

Section J.

The University and the Union shall share the cost of printing three thousand (3,000) copies of this Agreement. From this supply, the University shall provide each Employee with a copy of this agreement within sixty (60) calendar days of its ratification. For each subsequent academic term under this Agreement, the University shall provide a copy of this Agreement to each Employee appointed for the first time. Additional copies will be made available at shared cost to the Union.

Section K.

Except as noted in the paragraph immediately following, an Employee who teaches a discussion, lab or lecture course will be consulted by the chair or designee prior to any change in the final grades that the Employee has assigned. The Employee shall be given reason for the proposed grade changes at this consultation.

If the Employee cannot be contacted after an attempt has been made to do so, written notification of the grade changes will be sent to him or her as soon as possible.

Section L.

No Employee will be required to attend any work-related meeting as a term or duty of their employment unless the Employee is provided reasonable notice of the date, time, and location of such function. An Employee may be required to attend any work-related meeting during a recess of the University only if given reasonable notice in order to make appropriate arrangements.

Section M.

The University will respect the privacy of all Employees, consistent with University Standard Practice Guide 601.11 "Privacy and the Need to Monitor and Access Records." Records pertaining to Union business will be considered personal in the context of this paragraph, and will be given the same protections and privileges as "Personal Records" in 601.11.

ARTICLE XXIV: PAST PRACTICES

Section A.

Where in effect on the execution date of this Agreement, Employees' representation on a department or unit committee(s) shall continue.

Section B.

Where rooms or facilities exist such that these rooms or facilities serve as Employee lounges to which all Employees have access, such rooms and facilities shall continue to serve as Employee lounges and Employees shall continue to have access as long as the rooms or facilities continue to exist.

Section C.

Where coffee making facilities exist such that Employees have access to and utilize such facilities, Employees shall continue to have access to these facilities.

Section D.

Departments and units that provide individual Employee mail receptacles on the execution date of this Agreement shall continue to provide such individual receptacles.

ARTICLE XXV: WAIVER

The University and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Union, except as provided in Article XXVII, Term of Agreement, each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not

have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE XXVI: LAW SAVINGS CLAUSE

If any provision of this Agreement shall, at any time, be found invalid by operation of any court or board of competent jurisdiction, and from whose judgment no appeal has been taken within the time provided for so doing, or if compliance with or enforcement of any provision should be permanently restrained by any such court, then said provision shall become null and void, and the University and the Union, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision. In the event any provision of this Agreement becomes null and void in this manner, all other provisions of this Agreement shall continue in full force and effect.

For the purposes of this provision, the word "board" shall not include the Board of Regents of the University of Michigan or any board established by them or their agents

In the event an action is brought before a state court of competent jurisdiction regarding the offering or maintaining of a same sex domestic partner benefit plan (comparable to those offered by the University) to employees of a state or other governmental institution, including but not limited to public colleges, universities or other public school systems, and said court determines that the plan in question violates the Michigan Constitution, specifically Article 1, § 25, either party may exercise the right to reopen negotiations under the Law Savings Clause of the Agreement.

ARTICLE XXVII: TERM OF AGREEMENT

This Agreement between the Graduate Employees' Organization and The University of Michigan shall be effective on _____ up to and including March 1, 2008 when it shall terminate.

This Agreement may extend beyond March 1, 2008 upon written consent of the parties. If either party desires to amend or modify this Agreement, written notice to that effect shall be given to the other party by October 31, 2007. It is understood that following such notice, negotiations will begin by November 13, 2007, unless mutually agreed otherwise.

Executed this ____ day of April, 2005.

_____ University of Michigan

_____ Graduates Employees' Organization

MEMORANDA OF UNDERSTANDING

I. Affirmative Action

The University and the Union agree that affirmative action and non-discrimination are important matters of mutual interest and may be subjects of special conferences or equity and access conferences in accordance with Article XVII "Special Conferences."

II. Allegedly Lost Student Papers and Examinations

The parties agree that security concerns can arise with the submission and return of student assignments. In the event that this becomes a problem in a department, the Union may request a special conference under the provision of Article XVI, "Special Conferences." The purpose of this conference is to determine a satisfactory way for the department and the employee to resolve the existing problem.

III. Work/Life Resource Center

The University has established a Work/Life Resource Center. The function of the center is to facilitate informed choice by faculty, staff, and students about family care services available in their communities and in campus communities. The services of this program are available to employees represented by GEO.

The Advisory Committee for this center advises the University about the operational goals for the program, recommends policies and priorities for the program's activities, evaluates the effectiveness of the program in meeting its stated goal, and assesses ongoing and changing needs for family care and recommends ways to address those concerns. This will include advising the University on, and advocating solutions for, meeting unmet child care needs, especially but not limited to addressing both the availability and the cost of child care. This committee, as long as it exists, shall include one employee member designated by GEO.

MEMORANDA OF UNDERSTANDING

Continued

IV. Summer Benefits

The University will provide special handling of any employee who are eligible for summer coverage as described in Article XI "Benefits" but whose confirmation of eligibility was not delivered to the Benefits Office by April 10. Employees so affected should contact the Academic Human Resources Office which will arrange for continued enrollment. If it is too late for such enrollment for those who continue health and dental insurance coverage using COBRA or who pay for other coverage, the University will reimburse the employee for any premiums actually paid up to the amount the University would have paid in premiums for the continuation of regular University coverage provided a premium receipt is submitted to the Benefits Office. For those who decide to pay for health and dental expenses directly, the University also will reimburse the employee up to the amount the University would have paid in premiums for the continuation of regular University coverage, but not to exceed actual expenses provided an original bill is submitted.

V. Compliance With The Family Medical Leave Act

The University will comply fully with the Family Medical Leave Act (FMLA). The Union and the University agree to include employees' same-sex domestic partners under the definition of "immediate family member" in connection with all FMLA provisions.

VI. International Graduate Student Training

Listed in the Appendix is the LSA Policy for support of international graduate students who participate in the August workshop in English Language Proficiency. For eligible students who do not take advantage of the LSA Policy, the University will provide \$35 per day to attendees of the workshop for food and other expenses. Comparable support will be provided to international graduate students who are employed outside LSA, through their respective schools or colleges.

The University is committed to this policy for the term of this Agreement. The provisions and duration of this policy are not a part of the collective bargaining agreement. However, any graduate student who believes he/she has not been properly accorded the provisions of this policy may file a grievance with the Rackham School of Graduate Studies.

MEMORANDA OF UNDERSTANDING

Continued

VII. Affirmative Action Representative

An Affirmative Action Representative shall be designated at the Office of Equity and Diversity Services be responsible for GSI concerns.

VIII. Same-sex Domestic Partner

For the purposes of this Agreement, the Employee and his or her partner shall be considered to be "same-sex domestic partners" if they are:

unable to enter a legally binding marriage in Michigan because they are considered to be of the same sex; and

are not legally married to another individual; and

are not related to each other by blood in a manner that would bar marriage; and

have registered or declared their Domestic Partnership in the manner authorized by a municipality or other government entity.

For the purposes of beginning coverage of a same-sex domestic partner following the termination of a previously covered domestic partner, at least 90 days must be allowed to pass since the dissolution of a previous domestic partnership in the manner authorized by a municipality or other government entity.

Employees who are eligible for benefits under this Agreement may cover same-sex domestic partners and their dependent children under the 2005 UM Same Sex Domestic Partner policies. If the Employee and their partner meet the above criteria, the partner shall be eligible for benefit plans, which include:

Medical insurance, Dental coverage, Vision plan, Legal plan, Optional group life insurance coverage, Flexible Spending Accounts¹, and continuation of benefits under COBRA.

IX. Implementation of Article IX

By September 1, 2005 all departments and units will be notified of the requirements of Article IX, including the University-wide posting website. All departments and units that employ GSIs or GSSAs shall meet the requirements of Article IX, "Posting, Initial Employment, and re-employment," including use of the University-wide website, no later than January 31, 2006.

The University-wide posting information website will be reviewed each semester and revised or updated as needed, on a timely basis if and when relevant changes are made in the information required by Section A(1) of Article IX.

The GEO will work with the University to ensure that the University-wide website appropriately addresses the needs of Employees and prospective applicants. This will include an effort to

distinguish the units and departments that do only internal hiring from those that do external hiring, as well as ensuring that links to specific postings are accurate and appropriate.

¹ Due to IRS regulations, expenses of your domestic partners and/or your partner's children can be submitted for reimbursement under a FSA only if they qualify as eligible dependents that you can claim on your federal income tax return.

Appendix A

The Americans with Disabilities Act

The Americans with Disabilities Act (ADA) is a federal civil rights law which prohibits discrimination against qualified individuals with disabilities.

A "disability" is defined as a physical or mental impairment that substantially limits one or more major life activities, a record of having such an impairment, or being regarded as having one if the person does not actually have an impairment. Some examples of disabilities include mobility, vision, hearing or speech impairments, cancer, cerebral palsy, diabetes, epilepsy, heart disease, HIV disease, learning disabilities, mental illnesses, mental retardation, multiple sclerosis, muscular dystrophy, tuberculosis, alcoholism and drug addiction. The ADA does not protect those individuals who are engaged in the current illegal use of drugs.

The employment provisions of the ADA define a "qualified individual with a disability" as "an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position."

The ADA protects qualified applicants and employees from discrimination in all employment practices, including recruitment, the application process, hiring, work assignment, promotion, training, disciplinary action, layoff/recall, termination, pay and fringe benefits. It also prohibits pre-employment inquiries about disability. The ADA obligates covered employers to provide "reasonable accommodation" if it is requested and needed, unless the employer can demonstrate that the accommodation would impose an "undue hardship." The law also prohibits covered employers from denying employment opportunities to a qualified person because he or she has a relationship or association with an individual who has a disability.

Appendix B

Policy for Graduate Students with Non-English Medium Undergraduate Backgrounds Who Seek GSI Positions in the College of Literature, Science, and the Arts

The College of Literature, Science, and the Arts strongly supports the employment of GSIs from diverse educational, linguistic and cultural backgrounds and values their contribution to the College community. In recognition of the particular challenges of working as a GSI in a different educational system, in potentially new classroom cultures, and perhaps in a different language, the College graduate students from non-English medium undergraduate educational backgrounds who are candidates for GSI positions may be required to attend a training workshop sponsored by LSA and conducted jointly by the English Language Institute (ELI) and the Center for Research on Learning and Teaching (CRLT). Requirement for attendance at this workshop is determined by whether a student has received an undergraduate degree from a U.S. college or university or an undergraduate degree in which English was the exclusive medium of instruction. Students who meet one of these two criteria should be exempted from testing or training for English language classroom competency. The Department Chair can also refer potential GSIs to

the Workshop who need additional language and/or acculturation training. If referred, attendance and satisfactory completion is required as a condition of employment as a GSI.

Prospective employees may take a test of communicative skills in the Fall term for employment in the Winter term or in the Winter term for employment in the following Fall term before or after participating in the communicative skills training. If the prospective employee passes the test before training, the employee may choose whether or not they would like to participate in the training. Students who are exempted or waived may take the training on a space-permitting basis.

The workshop provides participants with practice in classroom English and in leading discussion sections and labs. It provides perspectives on aspects of the U.S. educational system such as grading and office hours and aspects of the culture of the University of Michigan undergraduate classroom.

As part of the training, the College of LSA also requires that potential GSIs whose undergraduate medium of instruction is not English be evaluated for competence in classroom English. Competence in classroom English includes the ability to understand the English spoken by the undergraduates in their classrooms and the ability to speak comprehensibly in interactions with their students.

Evaluation of this ability occurs via observation during the weeks of the ELI/CRLT workshops. Students who demonstrate adequate control of the salient characteristics of effective communication in English for the classroom during the workshop are approved for regular classroom assignments. Other students are required to demonstrate their competence by taking the Oral English Test conducted by independent evaluators from the ELI. Those students whose prior education has been English-medium as well as native speakers of any variety of English are not required to take the Oral English Test.

In the event that an international student does not successfully complete the ELI proficiency examination at the end of a workshop, it is incumbent on the department that made admission and support offers to identify alternative support resources that are not GSI positions and that do not require direct contact with undergraduate students. It is not required that these “backup” support systems offer conditions of support that are identical or comparable in level to that which would come from a regular GSI position, but they must be sufficient to meet INS requirements that the international student be able to demonstrate the existence of financial support during the first year of study.

Such alternative support is contingent on the student’s concurrently fulfilling ELI course requirements identified in the Oral English Test. This Test is provided at no cost to the student, and the ELI courses are available from the College to enrolled students.

There are two options for the training workshop/course during the year. There will be a Winter semester workshop/course (ELI 994) and an August workshop/course (both 2 credits). For any graduate student who is required to attend the August LSA ELI/CRLT workshop, the University provides housing in a designated University facility and a living allowance of \$35 per day. For those who do not choose to live in the designated facility, there are no cash alternatives. Please review the tax treaty information at: <http://www.umich.edu/~payroll/treaties.html> to see if you qualify for a tax exemption.

Appendix C

Elliott-Larsen Civil Rights Act

Sec. 202. (1) An employer shall not: Fail or refuse to hire, or recruit, or discharge, or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition, or privilege of employment, because of religion, race, color, national origin, age, sex, height, weight, or marital status.

Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity, or otherwise adversely affects the status of an employee or applicant because religion, race, color, national origin, age, sex, height, weight, or marital status.

Segregate, classify, or otherwise discriminate against a person on the basis of sex with respect to a term, condition, or privilege of employment, including a benefit plan or system.

(2) This section shall not be construed to prohibit the establishment or implementation of a bona fide retirement policy or system which is not a subterfuge to evade the purposes of this section.

(3) This section shall not apply to the employment of an individual by his or her parent, spouse, or child.

Sec. 203. An employment agency shall not fail or refuse to produce, refer, recruit, or place for employment, or otherwise discriminate against, and individual because of religion, race, color, national origin, age, sex, height, weight, or marital status; or classify or refer for employment an individual on the basis of religion, race, color, national origin, age, sex, height, weight, or marital status.

For the complete Act, refer to the web page at:

State of Michigan — http://www.michigan.gov/documents/act_453_elliott_larsen_8772_7.pdf

HRAA — <http://www.umich.edu/~hrraa/>

GEO — <http://www.geo2002.org/>

Appendix D

Bulletin Boards

As of August 1, 2005 there are bulletin boards designated solely for use by the Graduate Employees' Organization at the following locations:

College of LSA:

1. Modern Languages Building: Third floor
2. East Hall: Outside room 1223, Psychology Grad. Office
3. LSA Building: Main floor (unavailable during construction, a temporary board is located in the Sociology Dept. in Huron Towers).
4. Lorch Hall: Tappan Street entrance
5. West Hall: Near Anthropology Office
6. Frieze Building: Between rooms 3070 and 3068
7. Dennison Building: Main floor

School of Music

1. Moore Building: room 2277

Duderstadt Digital Media Commons

1. First floor

College of Engineering

1. Electrical Engineering & Computer Science Building atrium

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