

2/1/96

# AGREEMENT

**THE REGENTS OF THE  
UNIVERSITY OF MICHIGAN**

**AND**

**GRADUATE EMPLOYEES  
ORGANIZATION  
AMERICAN FEDERATION  
OF TEACHERS, AFL-CIO  
LOCAL 3550**

*Michigan University of*

**AUGUST 4, 1993 - FEBRUARY 1, 1996**

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

**The Regents of the University of Michigan (hereinafter called the "University") and the Graduate Employees Organization, affiliated with the American Federation of Teachers, AFL-CIO as Local 3550, (hereinafter called the "Union") enter into this Agreement this August 4, 1993, which amends the agreement between the parties executed on October 28, 1991, and which Agreement, as amended and fully bargained, settles and contains all matters with respect to wages, benefits, hours and other terms and conditions of employment for the term of the Agreement.**

## TABLE OF CONTENTS

<b>ARTICLE</b>	
I.	Recognition and Definitions .....2
II.	University Rights.....3
III.	No Interference .....3
IV.	Non Discrimination.....4
V.	Union Dues and Representation-Service Fees.....4
VI.	Union Rights .....8
VII.	Information.....9
VIII.	Job Security.....10
IX.	Initial Employment and Re-employment.....11
X.	Salaries.....12
XI.	Benefits.....14
XII.	Sick Leave .....14
XIII.	Jury Duty and Witness Service.....15
XIV.	Bereavement Leave Pay.....15
XV.	Grievance and Arbitration Procedures.....15
XVI.	Special Conferences .....18
XVII.	Changes Resulting in a Conference.....18
XVIII.	Class Size .....18
XIX.	Curriculum.....19
XX.	TA Training.....19
XXI.	Tuition Waiver.....19
XXII.	GSA Rights .....20
XXIII.	Past Practices.....21
XXIV.	Posting.....21
XXV.	Waiver.....21
XXVI.	Law Savings Clause.....22
XXVII.	Term of Agreement.....22
Memoranda of Understanding:	.....23
Affirmative Action.....	23
Allegedly Lost Student Papers and Examinations.....	23
Special Handling of Dental Assistance.....	23
Family Care Resources Program .....	23
Summer Benefits.....	23
Joint Committee to Review Use of Appointment Fractions Below .25 .....	23

## 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 teaching assistants and graduate student staff assistants; excluding supervisors and all other employees.

### *Section B. Definitions*

1. 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.
2. Graduate Student Assistants are employees assigned the title of (a) graduate student teaching assistant or (b) graduate student staff assistant. An employee must be a student in good standing in a University of Michigan graduate degree program.
3. 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 graduate student assistants. Such definitions shall be available at the various departments, programs, and other academic units.
4. The title "graduate student teaching assistant" 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.
5. 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 teaching assistant.  
  
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 System Program or (2) the Dean's Office of the School of Literature, Science, and the Arts in the positions as academic counselors.

The definitions set forth in 4 and 5 are not intended to establish mutually exclusive duties for employees assigned these titles, but are established to denote principal functions.

6. 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).
7. "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.
8. "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 the 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 XV, 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 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 Nondiscrimination**

##### *Section A.*

It is agreed there shall be no discrimination in the application of the provisions of this Agreement based on the nonrelevant factors of race, creed, color, religion, national origin, ancestry, marital status, sex or age, except where sex or age is a bona-fide occupational qualification. There shall be no discrimination in the application of the provisions of this Agreement based on nonrelevant mental or physical handicaps, HIV antibody status, sexual orientation, parental or pregnancy status, political belief, membership in any social or political group or organization or any other factor where the item in question will not interfere with job performance and where the employee is otherwise qualified.

In the event an employee has a grievance alleging a violation of this Section, 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 grievance shall set forth a summary of facts which resulted in the grievant's conclusion.

In the event the Union gives notification of intent to arbitrate as provided in Section D. of Article XV, the University and the Union will select an arbitrator as provided in Section D. of Article XV, 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.

##### *Section B.*

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 nonmembership in the Union.

#### **Article V Union Dues and Representation-Service Fees**

##### *Section A.*

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 shall be tendered or paid to the Union by "Check-Off of Union Membership Dues" through the procedures set forth in Section C. The Representation-Service Fee shall be tendered or paid to the Union through the procedures set forth in Section D.

**Section B.**

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 terminate any 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**

During the term of this agreement, the University will deduct current Union Dues from the wages or any other payment processed through and by the University Payroll Department for each employee who voluntarily executes and delivers to the University through the Union, the following deduction authorization form:

**\*Authorization for Deduction of Graduate Employees Organization Union Dues**

By signing this card, you will become a member of G.E.O., the Union of Graduate Student Teaching and Staff Assistants (GSTA's and GSSA's) at the University of Michigan. Signing this card authorizes the University to deduct Union Dues from your pay. If you choose not to sign, you will not become a member, but a representation-service fee of the same amount will be deducted from your pay (as long as the Union maintains a 50% membership among GSTA's and GSSA's). Union members vote in contract negotiations; non-members cannot.

Name \_\_\_\_\_

Social Security No. \_\_\_\_\_

Department \_\_\_\_\_

Classification Title \_\_\_\_\_

I authorize the University to deduct from the wages earned or to be earned by me, or from any other payment processed through and by the University Payroll Department, Union Dues as certified to the University by the financial officer of the Union, and to make such deductions, and remit the same to the Union, at such time and in such manner as may be agreed upon between the University and the Union. I understand that if I do not so authorize the deduction of Union Dues, a representation-service fee equal to the same amount will be deducted from my wages in the event that more than fifty percent (50%) of the employees in the bargaining unit in the immediate prior term have authorized a payroll deduction for Union Dues.

This authorization and direction shall be effective: (1) whenever I am employed as a GSTA or GSSA; or (2) until it is revoked in writing by me on a form provided by the University which I submit to the Union.

Date of Signing \_\_\_\_\_

Signature of Employee \_\_\_\_\_

Date of Delivery to University \_\_\_\_\_

Address of Employee \_\_\_\_\_

**AUTHORIZATION FOR DEDUCTION OF GRADUATE EMPLOYEES ORGANIZATION UNION DUES** form consistent with the previous University-GEO Agreement will continue to be effective.

The **AUTHORIZATION FOR DEDUCTION OF GRADUATE EMPLOYEES ORGANIZATION UNION DUES** form will be given to new employees when new employees report for employment processing at the department or unit and thereafter will be available to all employees through their department, unit, and from the Union.

On the paycheck stub received for the last payday in September and January, each employee will be informed whether or not University records show the employee as a Union member with the following language (as appropriate): "According to University records, you [have/have not] authorized Union Dues and therefore [are/are not] currently a member of the Graduate Employees Organization (G.E.O.). For more information, please call the G.E.O. office at 995-0221."

Following execution of the form, the employee will submit it to the Union, which in turn will deliver it to the University.

Payroll deductions shall be made from the wages due employees on the last payday in the months of November, March, June and August, or from any other payment made on the last payment day of November, March, June, and August; provided, however, the initial deduction for an employee who is a member of the Union shall not begin unless both (1) a properly executed "Authorization for Deduction of Graduate Employees Organization Union Dues" form and (2) the amount of the Union Dues certified by the financial officer of the Union has been delivered to the University at a place designated by the University. The amount of the Union Dues must be delivered to the University no later than October 31, February 28, May 31, or July 31, as the case may be. Changes in the amount of the Union Dues also must be delivered to the University at a place designated by the University no later than the month of October, February, May, or July before the change will become effective.

"AUTHORIZATION FOR DEDUCTION OF GRADUATE EMPLOYEES ORGANIZATION UNION DUES" forms must be delivered by the Union to the University as soon as possible, but no deduction will be made for any card received after the tenth (10th) of the month during which payroll deduction for Union Dues are to be made.

All sums deducted by the University shall be available for pick-up or remitted via U. S. Mail to the financial officer of the Union, at an address given to the University by the Union, by the third (3rd) working day of the month following the month in which the deductions were made, together with an alphabetical list of names and the amount deducted for each employee for whom a deduction was made. The Union shall provide the University with a Dues Discrepancy Report listing both under deductions and over deductions, within five (5) working days following the receipt of the sums and lists of names described above. The University shall review the Dues Discrepancy Report and make all appropriate adjustments to dues by deducting from/or adding to paychecks 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 by the fifteenth (15th) calendar 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 dues to the Union.

An employee who is a member of the Union may revoke his/her authorization at any time by submitting written notification to the Union, on a form provided by the University. The Union Dues payroll deductions shall terminate when a revocation has been delivered to the University no later than the month preceding the month of deduction. Thereafter, Sections D. and E. shall apply.

*Section D. Check-Off of  
Representation-Service  
Fee*

An employee who has not authorized a deduction of Union Dues nevertheless shall have a payroll deduction made from wages due at the same time and in the same manner as employees who have authorized a deduction of Union Dues; provided, however, the initial deduction shall not begin unless both (1) the amount of the Representation-Service Fee has been certified at the same time and in the same manner as the Union Dues and (2) more than fifty percent (50%) of the employees in the bargaining unit in the immediate prior term have authorized a payroll deduction for Union Dues. Whenever the percentage of employees authorizing a payroll deduction for Union Dues is fifty percent (50%) or less, the payroll deduction of the Representation-Service Fee shall cease and shall not begin again until the term after the more than fifty percent (50%) criteria is reached through the payroll deduction of Union Dues on the last payday in the months of October, February, June, and August, as the case may be. The University and the Union shall use the "Deduction Register for GEO Dues and Representation-Service Fees" from the last payday in the months such deductions are made and by mutual agreement, determine whether the fifty percent (50%) criteria has been met. Changes in the amount of the Representation-Service Fee to be effective must be delivered at the same time and in the same manner as the Union Dues change.

**Section E.**

No employee shall be terminated under Section B. of this Article during any term when the payroll deduction of the Representation-Service Fee is not in effect unless:

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 for termination effective at the end of the current employment period as provided in this Article, and;
2. The Union has furnished the University with written proof that the procedure of Section E. 1. of this Article has been followed or that the University has been supplied with a copy of the letter sent to the employee. The Union must specify further, when notifying the University to terminate the employee, the following by written notice:
3. "The Union certifies that (Name), (Social Security Number), 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 terminate the employee."

**Section F.**

The procedure set forth in Section E. 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.**

Provided the Union complies with the requirements of Sections E. and F. of this Article, the University shall not reemploy any employee who remains delinquent following receipt by the University of the written materials required by Section E. 2. of the Article unless the Union agrees otherwise. The Union shall provide these materials to the University once each term.

No such delinquent individual shall be reemployed by the University in this bargaining unit until the amount of dues or Representation-Service Fee has been paid to the Union. The Union shall be responsible for providing the University with a written listing of delinquent employees at least two (2) weeks prior to the beginning of each term. In the event that such an employee is reemployed, that employee shall be terminated immediately upon written notification from the Union.

**Section H. Rate Certification, Amount, and Remittance**

The following certification and address for remittance form shall be used by the Union when certifying the amount 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 and the Representation-Service Fee rate for the Graduate Employees Organization is \_\_\_% (percent) of the full time equivalent salary in October and February 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 Union Dues and Representation-Service Fee for the Graduate Employees Organization will be determined by multiplying the full time equivalent Union Dues or Representation-Service Fee rate by

the individual employee's employment fraction unless the Union notifies the University of any modification. Such written notification must 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.

All sums deducted by the University shall be remitted to the financial officer of the Union, at an address given to the University by the Union, by the fifteenth (15th) calendar day of the month following the month in which the deductions were made, together with an alphabetical list of names and the amount deducted for each employee for whom a deduction was made.

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 identify 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.

Within fifteen (15) calendar days following the effective date of an employee's appointment or the offer of an appointment, whichever is later, the University will inform each new employee of obligations under this Article and will provide an "Authorization for Deduction of Graduate Employees Organization Union Dues."

## **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.

### *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 ten minutes available to the Union immediately following its first meeting of any GSTA training session or its first meeting of GSTA's and GSSA's. The purpose of this time will be to inform GSTA's and GSSA's 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.

## Article VII Information

### Section A.

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.

By the first working day of each term, the University will provide to the Union, at no cost to the Union, a list of all employees who by the beginning of the prior month had received a written notification of employment as specified in Article IX, Section A. The list shall include the name and department of each employee.

The University shall provide the Union, at no cost to the Union, with one (1) copy of each of the following two (2) lists of employees on the second working day of the second month of each term. Additionally, the University shall provide the Union, at no cost to the Union, with an updated list of employees on the second working day of the third month of Term I and Term II. One of these lists shall be in alphabetical order by surname. The other list shall be organized according to employing unit and shall be in alphabetical order within each unit, and it shall provide for each unit the number of FTEs used for graduate student teaching or staff assistants, the average size of employees' employment fractions and the number of graduate student teaching or staff assistants. Each list will contain the following information: employee's name; identification number; classification code(s); employing unit(s); employment fraction(s); local address and phone number; permanent address and phone number; and "Authorization for Deduction of Graduate Employees Organization Union Dues" status.

The University shall provide the Union, at no cost to the Union, a profile of graduate student assistants by citizenship status, employing unit, race and sex. This profile will be provided as soon as practicable, but not later than sixty-five (65) days from the start of Term I and Term II.

The University shall provide the Union with a list(s) of employees which, at the request of the Union, would include any of the

forementioned 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 for 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.

Within fourteen (14) calendar days of a request by the Union, the University will provide the Union, at the University's regular price, standard, gummed mailing labels for each current employee. The set or sets of mailing labels will be in the following format:

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Name  
Street Address  
City, State, Zip Code  
Employing Unit Code

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It is understood that any list(s) or mailing labels shall contain the most current data available in the Student Characteristics Database of the Registrar's Office.

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 Teaching Assistants in each unit reported. The statistics shall include total head count of GSTA's and the mean, median, minimum, maximum appointment fraction and salary paid to GSTA's 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.

## 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 requirement unless employment is provided in support of a proposed dissertation. If working on a proposed dissertation, not less than three (3) credit hours in both Term IIIA and Term IIIB provided, however, if the employee was registered as required in 1. above in each of the preceding Terms I and II, the employee need only register for not less than three (3) credit hours in either Term IIIA or Term IIIB.
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.

## Article IX Initial Employment and Re-Employment

*Section A. Notification*

Upon initial employment, re-employment, or any notification of a change in the terms and conditions of an employee's appointment, the employee will receive written notification specifying:

1. Duration of employment
2. Term of employment
3. Fraction and salary
4. Library privileges
5. Insurance benefits, and
6. Name(s) and telephone number(s) for questions regarding insurance benefits and departmental services.
7. 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: "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 (G.E.O.). To become a member, you must authorize the deduction of Union dues from your paycheck. If you decide to not become a Union member, a representation-service fee of the same amount will be deducted from your pay (as long as the Union maintains a 50% membership among GSTA's and GSSA's). Union members vote on contract negotiations; non-members cannot. Authorization cards are available from your department steward, your department office, the Graduate Student Assistantship Program Office, or G.E.O. (995-0221)."

Also, upon initial employment, departments will inform employees for whom English is a second language of the assistance provided for them by the University as specified in Article XX - "TA Training."

In addition, 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.

Notwithstanding the above provisions, the type of employment may be changed or no employment may be given, after notification. In such a case following written notification, however, the amount of salary, or other payment in lieu of salary, for the specified period shall not be less than that specified in the written notification.

*Section B. Time of Notification for Re-Employment of Graduate Student Teaching Assistant*

In those cases where employment decisions have been made, the University, through its employing departments or units, will notify an employee, or former employee eligible to be an employee, of a decision to re-employ or not to re-employ as an employee in accordance with the provisions of Section A.

1. By April 1 (a) for those who will be employed for the following Terms I and II, or (b) for those who will be employed either for the following Term I or IIIA;
2. By December 1 for the following Term II; and
3. By June 1 for the following Term IIIB.

In the event that an employee or a former employee receives no such notice, the person may or may not be re-employed. In this connection, it is understood that notification by these dates is dependent on the then known employment opportunities and the availability of qualified candidates.

A department or unit which may have employment opportunities for additional employees after April 1, June 1, or December 1, as the case may be, will have available a nonexclusive listing of employee and former employee applicants who may be re-employed at a later date. At an applicant's request, the department or unit will inform the applicant of his/her status. The department or unit, as an alternative, may post the listing or individually notify an applicant that he/she is on the listing.

*Section C. Graduate Student Teaching Assistant Assignments*

Employment assignments shall be at the discretion of the department or unit. In this connection, however, an employee, or former employee eligible to be an employee, who is being considered for re-employment, or wishes to be considered for re-employment, may make a preference for a specific teaching assignment known to the department or unit. If a department or unit has a procedure for handling preference requests, that procedure must be followed. In order to facilitate the consideration of preference requests, the department or unit may require a summary list of courses taught or taken, or other qualifications, relevant to the requested assignment.

**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, 1993 to August 31, 1994, shall be \$9,522.00 for employees, except for employees in the University Library System where the rate shall be \$5,974.00.

The minimum full-time equivalent (FTE) salary rate for four (4) full calendar months of employment from September 1, 1994 to August 31, 1995, shall be \$9,808.00 for employees, except for employees in the University Library System where the rate shall be \$6,153.00.

The minimum full-time equivalent (FTE) salary rate for four (4) full calendar months of employment from September 1, 1995 to August 31, 1996, shall be \$10,102.00 for employees, except for employees in the University Library System where the rate shall be \$6,338.00.

*Section C. 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 which averages twenty to twenty-five hours per week. Fluctuation 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
2 or 3	.05
4 or 5	.10
6 or 7	.15
8 or 9	.20
10 - 12	.25
13 or 14	.30
15 or 16	.35
17 - 19	.40
20 - 25	.50
26 - 30	.65
31 - 35	.75
36 - 39	.90
40 or more	1.00

The work experience credit toward a degree requirement (Form K) need not be equal to the employment fraction.

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 Two, provided it is submitted in writing 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.

## **Article XI Benefits**

During the term 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 Assistance and Group Life Insurance plans. University contributions toward the Group Health and Group Dental premiums shall be in the same amount as that provided the University instructional staff for the coverage selected. The employee's premium for Group Life Insurance coverage shall be at the same rates as the University's instructional staff.

Application for Group Health Care programs and Group Life Insurance coverage must be made at the Office of Staff Benefits within sixty (60) days of the effective date of employment. Applicants must provide the Office of Staff Benefits with proof of eligibility in order to be considered for coverage. For the purpose of this Article, proof of eligibility is considered to be a departmentally approved: Request for Appointment, Form 36400; Request for Appointment Change, Form 36701; a Notice of Terms and Conditions of your current appointments, or a Fraction Calculation form, Form 30010 or Form 30011.

Upon initial employment, the University will notify an employee of the provisions of this Article including a reference to the time period requirement for application.

An employee who is participating in the Health, Dental, or Life Insurance plans during Term II, even if employed for IIIA and/or IIIB, and has been re-employed for the following Term I with a one-quarter or greater employment fraction may continue the Group Health Care programs, Group Dental Assistance, or Group Life Insurance coverage during the months of May, June, July, August, and September between Term II and Term I by ensuring that confirmation of the Term I employment is delivered to the Office of Staff Benefits 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 and has a one-quarter time or greater employment fraction for both terms may continue the

Group Health Care programs, Group Dental Assistance, or Group Life Insurance coverage during the months of July, August, and September between Term IIIA and Term I by making arrangements through the Office of Staff Benefits by June 30, provided the initial employment and re-employment occur no later than the first day of Term IIIA.

Group dental assistance coverage is effective with the beginning of a term of employment with a one-quarter or greater employment fraction following two (2) out of the three (3) consecutive terms of employment with a one-quarter or greater employment fraction. A lapse of more than eight (8) months in employment will require a new waiting period to be established.

## **Article XII Sick Leave**

In the event an employee is unable to meet employment obligations because of personal illness or injury, 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 every effort to assist in arrangements for another to meet his/her employment obligations. In no case will the employee be required to pay for the coverage. Employees shall be eligible for up to three (3) weeks of sick 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 or injury. Personal illness includes illness caused, or contributed to, by pregnancy.

For the purposes of determining the number of paid sick 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 sick leave eligibility shall be determined by multiplying the number of scheduled work days in a week by three (3).

For the purposes of determining the percent of sick leave used, divide the number of scheduled work days missed because of personal illness or injury, by the total sick leave eligibility.

**Article XIII**  
**Jury Duty and 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 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 every effort to assist in arrangements for another to meet his/her employment obligations. In no case will the employee be required to pay for this coverage. Such an absence shall be without loss of compensation, provided, however, that jury duty and witness service fees, but not travel expenses, shall be offset against monthly salary. In this connection, the employee shall provide the University with written verification from the Court Clerk of the times, dates, and fees received.

**Article XIV**  
**Bereavement Leave Pay**

In the event of the death of (1) the employee's spouse, or (2) the significant other non-related person living in the employee's household, or (3) the son, daughter, parent (including step-parent), grandparent, sister, brother, grandchild (or the spouse of any of the preceding), of either the employee or the employee's spouse, or (4) any other related person living in the employee's household, an employee shall be granted time off with pay. The amount of time off with pay shall be only that which is required to attend the funeral and/or make arrangements necessitated by the death, but in no event shall it exceed three (3) consecutive days (Monday-Friday). 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.

**Article XV**  
**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/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 ten (10) 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 consistent with this Agreement and considered by him 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 cancelled. 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.

### **Article XVI Special Conferences**

Special conferences for important matters of mutual interest may be arranged between the Grievance Committee Chairperson and the designee (as listed in Article XV) 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.

### **Article XVII Changes Resulting In a Conference**

The department or unit chairperson, or designee, will notify the Union representative, if any, 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. FTEs 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 XV) 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 XVIII Class Size**

Recognizing that the size of classes has an impact on the work load of the employee, the University and the Union agree that:

1. At the Union's request, once during the first half of 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 Article XV. B. to discuss class size.

2. The current departmental class size policy, if any, shall be available for review by departmental employees; where no such class size policy exists, or where the departmental policy has not set maximum enrollments for sections in courses which utilize employees, departments will be encouraged to formulate a class size policy which sets maximum enrollment.
3. The department will have available, in writing, the method(s) for handling override authorization forms and person(s) who are authorized signers.
4. The special conference procedure (as set forth in Article XVI) 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 XIX 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 XX T.A. 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. 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 shall be reflected in pay at the hourly equivalent of the employees' rate or as academic credit for the program.

Employees for whom English is a second language 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 for whom English is a second language of this policy.

#### **Article XXI Tuition Waiver**

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

After September 1, 1992, employees with an employment fraction of:

- .05 will pay an amount equivalent to 80%;
- .10 will pay an amount equivalent to 70%;
- .15 will pay an amount equivalent to 60%;
- .20 will pay an amount equivalent to 50%

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 XXII GSA Rights**

1. 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.
2. At the request of an employee, the employee will be permitted to review records pertaining exclusively to 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.
3. 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.
4. An employee's department or unit shall make arrangements for the employee's access to his/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.
5. 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/her employment obligations and comparable to arrangements made for the instructional purposes of instructional staff, in accordance with all rules and regulations of his/her department or unit which do not violate the above. Departments are not required to provide individual photocopiers or computers to employees or to give them access to main departmental offices after office hours.
6. 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.
7. A department or unit will provide telephone access and a desk or work surface for an employee as necessary for the fulfillment of the employee's work obligations. It is understood that telephone access, the desk or work surface is not necessarily for the exclusive use of an individual employee. If an employee is required to hold office hours, suitable space will be provided to fulfill this requirement.
8. 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 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.
9. 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.
10. 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

The special conference procedure (as set forth in Article XVI) shall be available to discuss specific concerns about such regulations.

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.

11. 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 which 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.

#### **Article XXIII Past Practices**

1. Where in effect on the execution date of this Agreement, employees' representation on a department or unit committee(s) shall continue.
2. 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.
3. Where coffee making facilities exist such that employees have access to and utilize such facilities, employees shall continue to have access to these facilities.
4. Departments and units that provide individual employee mail receptacles on the execution date of this Agreement shall continue to provide such individual receptacles.

#### **Article XXIV Posting**

All University of Michigan students in good standing in a graduate degree program who are interested and eligible for a teaching

assistantship shall be given the opportunity to apply for such positions. To that end:

1. Departments which customarily employ only their own students will establish a system whereby each graduate student is able to easily find out the teaching assistantships available within the departments; and
2. Departments which customarily employ non-departmental graduate students as teaching assistants for a course(s) will post these employment opportunities on a University-wide basis in order to ensure that all qualified graduate students are given equal opportunity to apply for anticipated openings.

Such university-wide postings shall be placed at the following locations: North Campus Commons, Rackham Building, and Student Activities Building.

The University shall provide the Union with a copy of these postings, which the Union may duplicate and post on the bulletin boards as specified in Article VI.

#### **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.

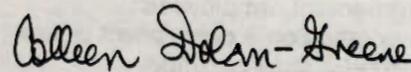
For the purposes of this provision, the word "board" shall not include the Board of Regents of the University of Michigan or any board established by them or their agents.

**Article XXVII  
Term of Agreement**

This Agreement shall become effective on the date executed below, and shall remain in full force and effective until and including February 1, 1996, when it shall terminate. This Agreement shall not be extended beyond February 1, 1996, except by 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 November 1, 1995. It is understood that following such notice, negotiations will begin by November 15, 1995, unless mutually agreed otherwise.

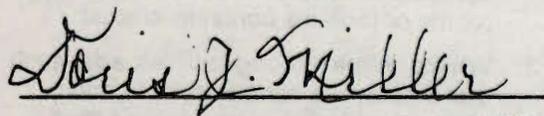
Executed this 4th day of August, 1993.

THE REGENTS OF THE UNIVERSITY OF  
MICHIGAN



Colleen Dolan-Greene

GRADUATE EMPLOYEES ORGANIZATION



Doris J. Miller

## **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 in accordance with Article XVI "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 SPECIAL HANDLING OF DENTAL ASSISTANCE**

The University will provide special handling of dental assistance coverage for any employee who has accepted a prestigious fellowship or who has been approved for detached study by the Graduate School. The University will waive the requirement of establishing a new waiting period for any such employee who was eligible for group dental assistance coverage before the fellowship or detached study and who as a result has a lapse of more than eight (8) months in employment.

### **IV FAMILY CARE RESOURCES PROGRAM**

The University has established a Family Care Resources Program. The function of the program 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 program 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.

### **V SUMMER BENEFITS**

The University will provide special handling of any employee who is participating in health or dental insurance plans during Term II and has been re-employed for the following Term I with a one quarter or greater employment fraction but whose confirmation of Term I employment was not delivered to the Office of Staff Benefits by April 10. Employees so affected should contact the Graduate Student Assistantship Program 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 GSA Program 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.

### **VI JOINT COMMITTEE TO REVIEW USE OF APPOINTMENT FRACTIONS BELOW .25**

The University and the Union will establish committees to review the use of appointment fractions below .25 in up to five (5) units or departments which the Union specifies.

The Union, the department or unit, and the Dean's office of the school in which the department or unit is located will each select their own representatives for this committee.

Each committee will submit a report of their review to the University and the Union no later than sixty (60) days after its formation.

## MEMORANDUM FOR THE DIRECTOR

### REPLY TO ACTION

The following are the items which have been referred to you for your consideration. It is suggested that you advise the Bureau of the results of your study of these items.

### II. STUDY OF THE STUDENT

The Bureau has been advised that the following items have been referred to you for your consideration. It is suggested that you advise the Bureau of the results of your study of these items.

### III. SPECIAL TRAINING PROGRAM

The Bureau has been advised that the following items have been referred to you for your consideration. It is suggested that you advise the Bureau of the results of your study of these items.

### IV. FAMILY CARE RECORDS

The Bureau has been advised that the following items have been referred to you for your consideration. It is suggested that you advise the Bureau of the results of your study of these items.

The following are the items which have been referred to you for your consideration. It is suggested that you advise the Bureau of the results of your study of these items.

### V. SUMMARY

The following are the items which have been referred to you for your consideration. It is suggested that you advise the Bureau of the results of your study of these items.

### VI. RECOMMENDATIONS TO AGENCY

The following are the items which have been referred to you for your consideration. It is suggested that you advise the Bureau of the results of your study of these items.

