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Personnel Office  
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# AGREEMENT

48104

THE REGENTS OF  
THE UNIVERSITY OF MICHIGAN

and

GRADUATE EMPLOYEES' ORGANIZATION

March 14, 1975

University of Michigan

AGREEMENT BETWEEN

THE REGENTS OF THE UNIVERSITY OF MICHIGAN

and

GRADUATE EMPLOYEES' ORGANIZATION

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The Regents of the University of Michigan (hereinafter called the "University") and the Graduate Employee's Organization (hereinafter called the "Union"), enter into this Agreement this 14 day of March, 1975, and agree as follows:

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, 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, graduate student research 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, b) Graduate Student Research Assistant, or c) Graduate Student Staff Assistant. A Graduate Student Assistant must be a student in good standing in a University of Michigan Graduate Degree Program.

3. 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.

4. The title "Graduate Student Research Assistant" shall be given to a graduate student (1) for whom a substantial part of the employment consists of the student's thesis research, (2) or whose employment (a) fulfills a degree requirement, or (b) is otherwise considered academically relevant by the department or degree program in which the degree is being pursued.
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 or Research 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 Research Assistant or 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 either one of these titles. 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 positions as academic counselors.

The definitions set forth in 3., 4. and 5., are not intended to establish mutually exclusive duties for employees assigned these titles, but are established to denote principal functions.

A graduate student who is employed as a Graduate Student Research or Staff Assistant on the execution date of this agreement, but is not fulfilling a degree requirement or engaged in thesis research, will nevertheless continue to be assigned the same title as long as that individual continues in, or is re-employed in, the same position.

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 III A (Spring-Half) or Term III B (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.

#### Section C.

In the event that a grievance arises alleging a violation of this Article, it shall begin at Step Two of the Complaint and Grievance 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 E. 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 a research program as thesis research or of an employment position as meeting a degree requirement. The Arbitrator shall, however, have authority to determine the factual matter of whether a research program has or has not been certified as thesis research by the department or degree program in which the degree is being pursued or 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 or employees 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 individual's 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 affirmatively instruct 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

### NON - DISCRIMINATION

#### Section A

It is agreed there shall be no discrimination in the application of the provisions of this agreement based on the non-relevant factors of race, creed, color, religion, national origin, sex or age, except where sex or age is a bona-fide occupational qualification. In addition there shall be no discrimination in the application of the provisions of this agreement based on sexual preference. Further there shall be no discrimination in the application of the provisions of this agreement based on a non-relevant mental or physical handicap, of an otherwise qualified employee.

In the event an employee has a grievance alleging a violation of this Section, the grievance shall begin at Step Two of the Complaint and Grievance 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 grievants conclusion.

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

in Section E. 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.

#### 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 non-membership in the Union.

#### ARTICLE V

##### UNION DUES AND REPRESENTATION-SERVICE FEE

###### 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, in the event an employee shall not join the Union, he or she shall, nevertheless, cause to be paid to the Union, a representation - service fee, which fee shall be in an amount not greater than the dues of the Union. Such dues or fees can be paid to the Union either as provided in the Article entitled - Check Off of Dues or Representation - Service Fee, or by direct cash payment to the Union. Unpaid dues or fees may be collectible by the Union through civil process.

Section B.

Effective September 1, 1975, payment of these dues or representation fees shall be a condition of employment for all new employees. Effective March 1, 1976, payment of these dues or representation fees shall be a condition of employment for all current employees. For the purposes of this Section a current employee is defined as any employee employed in this bargaining unit during Term I - 1974, or II, III, IIIA or IIIB - 1975. New employees are defined as all others.

Section C.

No employee shall be terminated under Section B. of this Article 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 as provided in this Article, and
2. The Union has furnished the University with written proof that the procedure of Section C. 1., of this Article has been followed or has supplied the University 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:

"The Union certifies that \_\_\_\_\_,  
(name)  
\_\_\_\_\_, has failed to tender  
Social Security Number  
either Union dues, or the representation -  
service fee, required as a condition of  
continued employment under the collective  
bargaining agreement and that under the  
terms of the agreement, the University shall  
terminate the employee."

Section D.

The procedure set forth in Section C., 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 E.

Provided the Union complies with the requirements of Sections C. and D. of this Article, the University shall terminate any employee who is still delinquent on the fifteenth

calendar day following receipt by the University of the written materials required by Section C. 2. of this Article unless the Union agrees otherwise.

No such terminated employee shall be re-employed 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 re-employed, that employee shall be terminated immediately upon written notification from the Union.

For the purposes of this Section and Section C. of this Article, the University shall be represented by a designee of the Vice-President for Academic Affairs, whose name and any changes shall be given to the Union.

#### Section F.

The Union shall indemnify and save the University harmless from any and all claims, demands, suits or any other action arising from this Article.

Section G.

The University will inform new employees that their obligation under Section A. of this Article is an express condition of employment and provide them with a "Voluntary Authorization for Deduction of Graduate Employees' Organization Union Dues or Representation - Service Fee" form.

ARTICLE VI

CHECK OFF OF DUES OR  
REPRESENTATION-SERVICE FEE

During the term of this agreement, the University will deduct current and uniform Union dues or the Representation-Service Fee 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:

"VOLUNTARY AUTHORIZATION FOR DEDUCTION OF  
GRADUATE EMPLOYEES ORGANIZATION UNION DUES  
OR REPRESENTATION - SERVICE FEE

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, uniform union dues \_\_\_ or Representation - Service Fee \_\_\_ (Check one) 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.

This authorization and direction shall be effective until  
revoked in writing by me on a form provided by the University.

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

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

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

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

The "VOLUNTARY AUTHORIZATION FOR DEDUCTION OF GRADUATE EMPLOYEES ORGANIZATION UNION DUES OR REPRESENTATION - SERVICE FEE" form will be given to new employees when the new employee reports for employment processing at the department or unit and thereafter will be available to all employees through their department, unit and from the Union. Following execution of the form the employee will submit it to the Union, which in turn will deliver it to the University.

The following certification and address for remittance form shall be used by the Union when certifying the amount of the uniform union dues, the address of remittance and any changes therein:

"CERTIFICATION OF FINANCIAL OFFICER

I certify that the uniform, union dues for the Graduate Employees Organization is \$\_\_\_\_ in November and March and \$\_\_\_\_ in June and August, and that the uniform Representation-service fee for the Graduate Employees Organization is \$\_\_\_\_ in November and March and \$\_\_\_\_ in June and August. Remittance address: \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_  
Financial Officer

Date of Delivery  
to the University \_\_\_\_\_."

Payroll deductions shall be made from the wages due employees on the last payday in the month 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 any employee shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Graduate Employees Organization Union Dues or Representation-Service Fee form and (2) the amount of the union dues and Representation-Service Fee certified by the financial officer of the Union has been delivered to the University at a place designated by 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 and Representation-Service Fee 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.

An employee may revoke his voluntary authorization at any time by written notification to the University on a form provided by the University. Payroll deductions shall terminate when (1) a revocation has been delivered to the University no later than the month preceding the month of deduction, or (2) an employee has had no such deduction during November and no such deduction during March.

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 (15) 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 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.

#### ARTICLE VII BULLETIN BOARDS

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 Graduate Student Assistants.

In addition the University shall provide the Union with bulletin board space designated with the Union's name for its exclusive use in five (5) 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.

ARTICLE VIII  
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.

The University shall provide the Union, at no cost to the Union, with three (3) copies of each of two lists of employees as soon as practicable, but no later than sixty (60) days from the start of Term I, Term II and Term III. The first list shall be in alphabetical order by surname and the second shall be in alphabetical order within each employing department or unit. Both lists, in addition to the names of the employees, will contain each employee's social security number, classification title, department, and employment fraction.

Within fourteen (14) calendar days of a request by the Union, except for the first request which shall be within fourteen (14) calendar days from completion of the computer program, 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:

Name

Street Address

City, State Zip Code

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

#### ARTICLE IX

##### 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 proposed dissertation. If working on 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.

Prior to taking any action resulting from unsatisfactory employment performance, including cases of misconduct, the matter will be discussed with the employee. If it is deter-

mined 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 the date of discussion to make the correction.

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 in the group making the review and recommendation will be determined by the Department Chairperson (or equivalent level of supervision), except that at least one (1) graduate student from the department or unit will be a member of the reviewing group.

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.

## Section B. Appeals

No matter concerning this Article shall be subject to the Complaint and Arbitration procedures, except that a matter involving termination for unsatisfactory employment performance, including cases of misconduct, may be submitted for review at Step Three of the Complaint Procedure, provided the complaint is submitted in writing within the seventy-two (72) hour period following notice of termination.

## ARTICLE X

### INITIAL EMPLOYMENT AND RE-EMPLOYMENT

#### Section A. Notification

Upon initial employment or re-employment, the employee will receive written notification specifying the duration of employment, the fraction of employment and salary. Notwithstanding this provision, the type of employment may be changed or no employment may be available, 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.

In addition, upon initial employment, the employee will be informed that the employment relationship is governed by, and subject to, the provisions of a collective bargaining agreement negotiated by the Graduate Employee's Organization Union and the University.

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

The University, through its employing departments or units, will endeavor to notify an employee, or former employee eligible to be an employee, of a decision to re-employ as Graduate Student Teaching Assistant in accordance with the provisions of Section A. by April 1 for the following Term I and by December 1 for the following Term II. In this connection it is understood that notifications 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 Graduate Student Teaching Assistants after April 1 or December 1, as the case may be, will have available a non-exclusive listing of employee and former employee applicants who may be re-employed at a later date. At an applicants 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 XI

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 D. 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 D. 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 prorating the amount over the remainder of the employment period.

For the purpose of this Section, employment period is defined as the time periods 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 an employment period.

An employee or former employee, re-employed under a title given for previous employment will be paid at no less than the employee's highest previous salary rate for employment under that title.

#### Section B. Minimum Full-Time Equivalent Salary Rate

The minimum full-time equivalent salary rate for four (4) full calendar months of employment shall be as follows:

1. Effective September 1, 1974 - \$3894.00, except for the Graduate Student Staff Assistants in the University Library System where the rate shall be \$2350.00.
2. Effective September 1, 1975 - (a) \$4112 or (b) \$3894 plus a percentage of \$3894 equal to the established salary increase percentage for the 1975-1976 Instructional Staff Salary Program, whichever is greater, except for a Graduate Student Staff Assistant in the University Library System, where the rate shall be (a) \$2482 or (b) \$2350 plus a percentage of \$2350 equal to the established salary increase percentage for the 1975-1976 Instructional Staff Salary Program, whichever is greater.

#### Section C. Individual Employee Salary Increase

Effective January 28, 1975, and retroactive to September 1, 1974 and with application of Section A, an employee's salary shall be based on the minimum rate set forth in paragraph 1. of Section B., or at a rate 8% greater than the employee's rate on January 27, 1975, whichever is greater.

Effective September 1, 1975 and with application of Section A., an employee or former employee re-employed under any title in which employed on or after September 1, 1974 will receive either:

1. a 5.6% salary increase or
2. a percent salary increase equal to the established salary increase percentage for the 1975-1976 Instructional Staff Salary Program, whichever percent is the greater.

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

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 complaint and grievance procedure on the question of whether the estimate, and therefore the fraction, was reasonable based on the provisions of this Section. Such a complaint 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 complaint. In the event that the estimate, and therefore the fraction, was unreasonable, the department or unit will 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 complaint.

In the case of an individual engaged as a Graduate Student Research Assistant in thesis or work experience research as a degree requirement (Form K), or engaged in a personal research program, the individual, regardless of employment fraction, is expected to devote as much time as is necessary to satisfactorily meet the degree requirement or the goal of the research program. The work experience credit toward a degree requirement (Form K) need not be equal to the employment fraction.



Section E. Grant or Contract Support

Notwithstanding any other provision of this agreement, employment, and therefore salary, which is made available as a result of a grant or contract is contingent on continuation of that grant or contract and salaries paid from grant or contract support shall be subject to the terms of the grant or contract. Unless restricted or limited by a contract or grant, salaries paid shall be consistent with the other sections of this article. In this connection University proposals to granting or contracting sources for support of employees shall not be inconsistent with the other sections of this article.

Subject to the other provisions of this Section, an employee with an employment fraction shall continue to be paid on that basis for the specific period of employment provided in the written notification set forth in Section A. of Article X.

In the event of a grant or contract termination or cutback, the employee's immediate supervisor shall discuss the impact of the termination or cutback with an employee who may be affected. In the event that more than one employee is affected, the Department Head or appropriate level of supervision shall discuss the matter, including average size of fractions for, and numbers of, Graduate Student Research Assistants, with the group of employees.

ARTICLE XII  
GROUP HEALTH AND LIFE INSURANCE

During the term of this agreement, and consistent with the terms of each plan, employees with a one-quarter or greater employment fraction are eligible to participate in the University's Blue Cross-Blue Shield - Major Medical and Group Life Insurance plans. University contributions toward the Group Health Insurance premium 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 Blue Cross-Blue Shield and Major Medical coverage must be made at the Office of Staff Benefits within thirty (30) days of the effective date of employment.

Application for Group Life Insurance coverage must be made at the Office of Staff Benefits within sixty (60) days of the effective date of employment.

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

An employee who is participating in the group health or life insurance program during Term II in any year and has been re-employed for the following Term I with a one-quarter or greater employment fraction may continue the group health or life insurance coverage during the months of June, July, August and September between Term II and Term I by making arrangements through University Payroll Deduction Office by April 10. Such arrangements require a direct premium payment or authorization for the proper payroll deduction for the months of June, July, August and September, except that when the University contribution for health insurance covers the total premium, only confirmation of the Term I employment need be delivered to the Payroll Deduction Office for continuation of the Health Insurance.

#### ARTICLE XIII

##### 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. A Graduate Student Teaching Assistant, in addition, will make every effort to arrange for another to meet his/her employment obligations. In no case will the Teaching Assistant 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 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 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 XIV

#### 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. A Graduate Student Teaching Assistant, in addition, will make every effort to arrange for another to meet his/her employment obligations. In no case will the Teaching Assistant 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 XV

### COMPLAINT, ARBITRATION AND GRIEVANCE 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 and matters:

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 and a common fact situation and a common provision(s) of the agreement is involved, 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. Definition of Complaint

A Complaint includes a grievance as defined in Section A, but is also any other disagreement, arising under and during the term of this agreement, between the University and an employee or the Union concerning employment.

#### Section C. Representation.

For the purposes of this article a union representative may represent an aggrieved employee as provided in Section D. 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 D. Grievance Procedure

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

Step One: An employee or one designated member of a group of employees, having a complaint 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 twenty (20) days following reasonable knowledge of the facts giving rise to the complaint. At the employee's option, a union representative may be present during such discussion.

Step Two: In the event the matter is not resolved at Step One, the complaint may be reduced to writing and filed with the Department Chairperson (or equivalent level of supervisor) or designee, provided, however, that the written complaint must be received within ten (10) days following the discussion of Step One.

The complaint 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, if any, that are alleged to have been violated and the remedy desired.

At the time the grievance is filed, 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 the filing of the written complaint, the Department Chairperson (or equivalent level of supervisor) or 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 such 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 complaint may be appealed by the Union Grievance Committee to the designee of the Vice President for Academic Affairs within seven (7) calendar days following receipt by the Union of the Step Two answer. The designee of the Vice President shall set, within the next fourteen (14) calendar days and at a mutually convenient time and place a meeting for discussion of the complaint with representatives of the Union's Grievance Committee, the aggrieved employee and the employee's Union

Representative at Step One, if any. The designee of the Vice President 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 Vice President's designee, within the seven (7) 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 E. 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, however, that written notice of intent to arbitrate must be received by the designee of the Vice President for Academic Affairs 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 Vice President for Academic Affairs, 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 may request the American Arbitration Association, the Federal Mediation and Conciliation Service or the Michigan Employment Relations Commission 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.

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 his selection and upon his acceptance shall forward to the arbitrator a copy of the grievance, the University's answer at Step Three, the Union's 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. In the event the arbitrator does not accept his 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.
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 the 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 shared equally by the University and the Union. 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 his decision in writing within thirty (30) calendar days following the hearing.

10. The arbitrator's decision, when made in accordance with his 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 F. Time Limits on Appeals

1. Any complaint or 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, but 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, financial liability, if any, shall date only from the date of such reinstatement, provided, however, reinstatement must occur 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 this 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. Wherever time limits are used in this Article actual receipt or a postmark, if mailed, will control.

#### Section G. Time Limit on Claims

No claims, including claims for back wages by an employee covered by this agreement, or by the Union, against the University, shall be valid for a period prior to thirty (30) days from the date the matter is brought to the attention of the University through this procedure unless circumstances made it impossible for the employee, or the Union, as the case may be, to know there was grounds for a grievance.

#### Section H.

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 Vice President for Academic Affairs. 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.

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

In the event of a change in any of the following matters as it relates to the terms and conditions of employment of Graduate Student Teaching, Research or Staff Assistants within a department or unit:

1. Level of funding available to the department or unit for the employment of Graduate Student Teaching, Research, or Staff Assistants.
2. FTE's available to the department or unit for Graduate Student Teaching, Research, or Staff Assistants.
3. The work assignments or scope of responsibility for Graduate Student Teaching, or Staff Assistants caused by changes in the educational curriculum of the department or unit.

4. Average size of Graduate Student Teaching, Research, or Staff Assistants employment fractions.
5. Number of Graduate Student Teaching, Research, or Staff Assistants.

the department or unit chairperson, or designee, will notify the union representative, if any, of the change and provide an opportunity for the 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 each department or unit chairperson of 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.

For the purposes of this Article, it is agreed that whenever the term Graduate Student Research Assistant is used, it means all Graduate Student Research Assistants within a department or unit, other than those whose employment is made available as a direct result of a grant or contract.

ARTICLE XVIII

CLASS SIZE

Recognizing that the size of classes has a significant impact on the quality of the educational experience and on the work load of the Graduate Student Teaching Assistant, the University and the Union agree that:

1. Once during each of Terms I and II, each department chairperson, or designee, shall arrange a meeting with interested Graduate Student Teaching Assistants in the department and with the Union representative, designated pursuant to Article XVII, if any, to discuss class size.
2. Departments are encouraged to:
  - (a) formulate a class size policy where none exists
  - (b) reduce class limits set by existing policies wherever practicable, when such reduction leads to improvement in the quality of the educational experience
  - (c) maintain a fair and appropriate sharing of teaching duties among instructional staff and maintain the quality of the educational experience in the department.

ARTICLE XIX

MISCELLANEOUS

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. Graduate Student Teaching Assistants may submit written comments concerning course content at any time to their appropriate supervising instructional staff member and/or departmental chairperson.

Graduate Student Teaching Assistants are encouraged to prepare a written report evaluating course content, teaching methods, examinations, grading and other matters concerning the course or courses they have taught and submit it 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 Graduate Student Teaching Assistants 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.

4. Departments will make arrangements for Graduate Student Teaching Assistants to obtain texts when provided free of charge by the publisher.
5. An employee's department or unit shall make arrangements for the employee's access to his/her office, and the building containing that office, consistent with arrangements made for the Instructional or Research Staff of that department or Unit.
6. The supplies, and the duplicating and collating service, of a department or unit shall be available to an employee to the extent required by his/her employment obligations and in accordance with the rules and regulations of his/her department or unit.
7. 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.
8. Where currently in effect, except as provided below, a department or unit will continue to provide a desk or work surface for employees. Where not currently in effect, consideration will be given to providing a desk or other work surface for employees. It is understood that such a desk or work surface is not necessarily for the exclusive use of any individual employee, but may be assigned to more than one

individual. A department or unit may discontinue providing a desk or other work surface on an individual basis when (1) employment assignments do not require the continuation or (2) the facilities available to the department or unit make this continuation impracticable or (3) an employee does not make reasonable use of the desk or work surface.

9. 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.
10. 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.

ARTICLE XX

PAST PRACTICES

1. Where in effect on the execution date of this agreement, employee 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.

ARTICLE XXI

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 XXII, 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 XXII  
TERM OF AGREEMENT

This Agreement shall become effective on MARCH 14, 1975, and shall remain in full force and effective until and including August 31, 1976, when it shall terminate. This Agreement shall not be extended beyond August 31, 1976, 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 during the month of February 1976. It is understood that following such notice, negotiations will begin in the month of February, unless mutually agreed otherwise. In this connection the parties will endeavor to complete the negotiations of a successor agreement by April 30, 1976.

Executed this 14<sup>th</sup> day of MARCH, 1975.

THE REGENTS OF THE  
UNIVERSITY OF MICHIGAN

GRADUATE EMPLOYEES'  
ORGANIZATION

By

William B. Jones  
Maurice Linnott  
Lawrence W. Jones  
Barclay Starnes  
John B. Jorgensen  
JD Jorgensen  
Paul J. Jorgensen

By

Alexa C. Krause  
Robert W. Jones  
Richard W. Jones  
Michael W. Jones  
Paul W. Jones  
Mark Taylor  
Robert Harvey Jones  
Paul W. Jones

MEMORANDUM OF UNDERSTANDING - AFFIRMATIVE ACTION

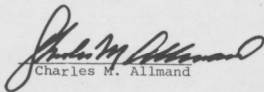
The University and the Union agree to hold a special conference by April 1, 1975, for the purpose of discussing the inclusion of Graduate Student Assistants in an affirmative action program which meets relevant HEW guidelines.

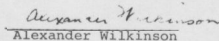
Thereafter the University, on a department or unit basis, will conduct a utilization analysis and determine whether or not there are deficiencies. For this purpose the availability pool for an employing department or unit is defined as those graduate students within the department or unit, or from those departments or units from which graduate student assistants are normally selected, as the case may be, meeting the eligibility requirements for employment in this bargaining unit during the term for which the analysis is made. Where a deficiency exists goals and timetables will be established for the department or unit. Following the analysis and determination of deficiencies, a special conference will be held to review the results.

The University will make a good faith effort to meet the goals and timetables. It is understood that a goal is not a quota, that each department or unit is responsible for determining qualifications for any particular position and that to meet the goals and timetables, each department or unit is expected to hire appropriately qualified members of underutilized groups.

The University will monitor this program and periodically meet in special conferences with the Union to review progress and to discuss identified problem areas.

The parties to this memorandum, through their mutual cooperation, will make a good faith effort to complete the analysis and implement this program consistent with relevant HEW Guidelines by September 1, 1975.

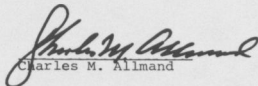
  
Charles M. Allmand

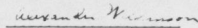
  
Alexander Wilkinson

Date: 14 MARCH 1975

MEMORANDUM OF UNDERSTANDING - LOSS OF PAY FOR STRIKERS

It is the understanding of the parties that a striking employee could lose pay for up to the entire period of the strike in accordance with the principles set forth in the attached memorandum. In the event that an employee alleges that these principles were improperly applied in the individual employee's case, a complaint may be processed up to and including Step Three of the parties' Complaint Procedure. In this connection, the parties will endeavor to expedite the procedure and process any such complaints to completion by April 15, 1975.

  
Charles M. Allmand

  
Alexander Wilkinson

Date: 14 MARCH 1975



THE UNIVERSITY OF MICHIGAN  
ANN ARBOR

Office of the Vice-President  
for Academic Affairs

February 27, 1975

1974-75(XII)

MEMO TO: Deans, Directors, and Department Heads

FROM: Charles M. Allmand, Assistant to the Vice-President  
for Academic Affairs *CM*

SUBJECT: Guidelines for Payroll Deductions for Graduate  
Student Assistants During the Strike

The appointment period for the 1974-75 Winter Term for Graduate Student Assistants is January 1, 1975, to April 30, 1975, a seventeen (17) week period. For each week that a Graduate Student Assistant does not provide the services for which he or she was appointed, his or her salary for the term will be reduced by one-seventeenth (1/17).

Deductions should be prorated on a weekly basis in proportion to the amount of services withheld. For example, if a person who is assigned to teach on Tuesday and Thursday is reported on strike on Tuesday but returns to work on Thursday, he or she should be docked for 1/2 week's pay.

Persons on strike as of Friday, February 28, 1975, will be regarded as continuing on strike during Spring Vacation.

Requests for Payroll Deductions (Form 9967) should be prepared as soon as the strike ends, or as of March 14, 1975, if the strike has not ended by that date. The Request for Payroll Deduction (Form 9967) should show the number of weeks to be deducted as shown on the attached sample form. Individuals who will have pay withheld should be given a copy of the deduction form and provided an opportunity to review with the department the accuracy of the report.

Reports should be sent through the normal channels for Graduate Student Appointments in the unit and then forwarded to the Staff Records Office, 1052 Administrative Services Bldg. It is important that the deduction forms be transmitted expeditiously so that they will reach Payroll in time to be processed before the March 21, 1975, cutoff of adjustments to the March 31, 1975, payroll.

No guideline can cover every situation. Units should use their discretion within the spirit of the above and consult with Mr. Edward Hayes at 763-3207 in unusual cases.

CMA:kau  
Attachment

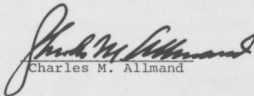
MEMORANDUM OF UNDERSTANDING - MAKE-UP WORK AND PAY

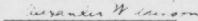
.An employee who was on strike shall report to the Department or Unit Chairperson that she/he has returned to work and is available for assigned duties consistent with the employee's title and employment fraction. At that time the Department or Unit Chairperson also will explain the procedure to be followed for the additional assignment of make-up work, if any. This procedure may include consultation between the employee and the employee's immediate supervisor, and shall include discussion with the employee of what, how and where make-up work would be performed. During this procedure, the employee will be informed that availability for make-up work is not a precondition for the employee's being returned to assigned duties.

If it is determined through this procedure that the employee is available to provide the make-up work requested by the Department or Unit, the employee will be paid for the percent of the work made up in the same manner and to the same extent that pay was deducted for failure to provide those services. If the employee makes up 100% of the work missed, the employee will receive all the pay deducted. If the employee makes up a portion of the work missed, the employee will receive pay based on

the portion made up. Arrangements on the amount of pay for providing these services will be agreed to in advance of commencement of the work.

In the event that the employee and the supervisor, if involved, do not agree on the appropriate pay for the work to be made up, they may appeal the dispute to the Department or Unit Chairperson for a resolution.

  
Charles M. Allmand

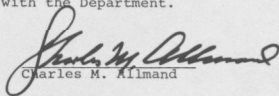
  
Alexander Wilkinson

Date: 14 MARCH 1975

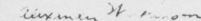
MEMORANDUM OF UNDERSTANDING -  
EMPLOYMENT FRACTION IMPLEMENTATION

This confirms our agreement that Section D. of Article XI shall become effective with the commencement of Term III, 1975, in accordance with the recommendation of the Fact Finder.

It is further agreed that the petition previously filed for Term II, 1975, by employees in the Music Theory Department shall be considered by the standard given in Article VII, Section F., of the pamphlet "Graduate Student Assistantship Program". In this connection, if the complaint of these employees is not resolved by the Department before March 20, 1975, it may be appealed to Step Three of the Complaint Procedure, as provided in Section D., of Article XV. In the event violation of the standard is found pursuant to the complaint, either by the Department or at Step Three, appropriate financial adjustments shall be made retroactive to the date on which the petition alleging the violation was filed with the Department.

  
Charles M. Ailmand

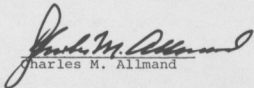
Date: 14 MARCH 1975

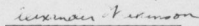
  
Alexander Wilkinson

MEMORANDUM OF UNDERSTANDING -  
SETTLEMENT AND NO REPRISALS

The University and the Union agree as follows:

1. Striking employees will be returned to work without prejudice and will be considered for future employment without regard to the fact that services were withheld.
2. No employee will be subject to reprisals because they did or did not strike.
3. The Bargaining Committee will recommend that the membership ratify the agreement as negotiated.

  
Charles M. Allmand

  
Alexander Wilkinson

Date: 14 MARCH 1975

Alexander Wilkinson  
Chairperson  
Bargaining Team  
Graduate Employees' Organization

This confirms the agreement that during the term of the collective bargaining agreement between the University and the GEO, executed on *March 14*, 1975, and effective with Term I, 1975, a graduate student who is also a Graduate Student Assistant, with a one-quarter or greater employment fraction throughout an entire term, or with a fraction raised to this level through the grievance and arbitration procedure, will receive a tuition grant. The tuition grant will be sufficient in amount so that such a graduate student for any such term will not be required to pay an amount in excess of that set forth in the following schedule:

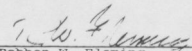
TERM I, II and III	
<u>CREDITS</u>	<u>TUITION/TERM</u>
eight or more	\$440
seven	405
six	353
five	301
CANDIDACY ONLY	270
AUGMENTED CANDIDACY	360

TERM IIIA and IIIB

<u>CREDITS</u>	<u>TUITION/TERM</u>
four or more	\$220
three	177
two	124
one	72
CANDIDACY ONLY	135
AUGMENTED CANDIDACY	180

In addition and during Term II, III, IIIA and IIIB, (January 1, 1975 through August 31, 1975), a graduate student who is also a Graduate Student Assistant, with a one-quarter or greater employment fraction throughout an entire term, or with a fraction raised to this level through the complaint, grievance and arbitration procedure, will receive a tuition grant. The tuition grant will be in an amount equal to 10% of the tuition paid by such a graduate student for any such term.

For and on Behalf of The  
Regents of The University  
of Michigan

  
Robben W. Fleming