

AGREEMENT

The Regents of the
University of Michigan
&
Graduate Employees’
Organization

American Federation of
Teachers,
AFL-CIO Local 3550

March 26, 2013 – May 1, 2017



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Article I: Recognition and Definitions

Article I: Recognition and Definitions

Section A. Description of Unit

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

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

Section B. Definitions

1. Employee: The term “Employee” (and “Employees”) as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean only an individual assigned to one of the classification titles within the bargaining unit described in Section A.
2. Graduate Student Assistants: GSAs are employees assigned the title of
 - a. graduate student instructor, or

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- b. graduate student staff assistant.

An Employee must be a student in good standing in a University of Michigan graduate degree program.

- 3. In Good Standing: The term “in good standing” means maintaining satisfactory academic standing in a University of Michigan graduate degree program and shall be defined by the Rackham School of Graduate Studies and the enrolled department, program, and/or other academic unit. Such definitions shall be published by the various departments, programs, and other academic units. In cases where an Employee is hired outside their enrolled department or program, they will be required to meet the definitions of satisfactory academic standing, as defined by the Rackham School of Graduate Studies and the enrolled department, program, and/or other academic units. The application of these definitions shall be consistent for all graduate students, including GSIs and GSSAs.

- 4. Graduate Student: For the purpose of this contract, an individual is a graduate student if he or she:
 - a. is enrolled in a graduate degree program in the term of the appointment and has been registered or on detached study in any of the nine (9) preceding terms (for purposes of this

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clause, the standard academic year is considered to be composed of three (3) terms that mimic the structure of the appointments [i.e., Term I, Term II, and Term III inclusive of IIIA and IIIB]), or is registered or on detached study and in his or her first semester of graduate study, and

- b. has not yet received the degree from the program in which he or she was enrolled; and
 - c. has not permanently withdrawn or had his or her active status in the graduate level program terminated. Any such termination must be issued prior to his or her application for a GSI or GSSA position.
5. Graduate Student Instructor (GSI): The title “graduate student instructor” shall be given to a graduate student who:
- a. 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 or during office hours; or,
 - b. is employed to provide tutorial instruction on a regularly scheduled and pre-arranged basis throughout not less than one term, but specifically excluding individuals who provide tutorial instruction on a demand or on-call basis, regardless of the frequency of the demand or calls; or

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- c. is employed on a regularly scheduled and pre-arranged basis throughout not less than one term to grade 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 need not be given to an individual who grades on a demand or on-call basis regardless of the frequency of the demand or calls; or
- d. is an experienced GSI and is employed throughout not less than one term by an academic department, school, or college as a consultant and teaching mentor for graduate student instructors in that department, school, or college and whose activities include but are not limited to: observing GSIs, providing feedback to GSIs; and consulting with GSIs on teaching-related issues.

The employment categories described in items 5.b. through 5.d. shall apply to those who either: a) begin their employment at the outset of the term and are appointed through the end of the term; or b) are appointed within two weeks after the date classes begin as published by the Office of the Registrar for the Ann Arbor campus and are appointed through the end of the term.

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

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

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

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

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

Section C. Eligibility

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

2. These titles, GSI and GSSA, 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

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department or unit or who has equivalent professional experience.

Section D. Grievance Procedures

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

In the event that a grievance arises alleging a violation of this Article, it shall begin at Step Two of the Grievance and Arbitration Procedure, provided it is submitted in writing within twenty (20) days following reasonable knowledge of the facts giving rise to the grievance. There shall be unrestricted review of all aspects of the grievance at Steps Two and Three.

If any such grievance alleging a violation of this Article should be taken to arbitration as provided in Section D. of

Article XIV, 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

Article II: University Rights

Article III: No Interference

meeting a degree requirement by the department or degree program in which the degree is being pursued.

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

Article II: University Rights

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

Article III: No Interference

The Union, through its officials, will not cause, instigate, support or encourage, nor shall any Employee take part in, any concerted action against or any concerted interference with the operations of the University, such as the failure to report for duty, the absence from one's position, the stoppage of work, or the failure, in whole or 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.

Article III: No Interference

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. Further, the Union will instruct in writing (email will suffice) and in a timely manner (e.g., prior to the action or interference when notice from the University is provided prior to the interference) 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 or pursue the remedy in the following paragraphs. Nothing herein, however, shall preclude the University from proceeding against any Employee involved in such action or interference.

If the Union, through its officials, fails to perform its obligations as set forth in this Article to disavow such action or interference and/or to provide notice to all Employees in a timely manner to cease their misconduct and inform them that this misconduct is a violation of the Agreement, which subjects them to disciplinary action, including discharge, the University, in consultation with and support from the Provost and Executive Vice President for Academic Affairs, shall inform the Union of its failure in writing.

Effective immediately upon such notice, Article V, Union Dues and Representation-Service Fees, Sections (A), (B),

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(D), (F), (G), and (I) shall become null and void as set forth in Article V, Section J. Effective immediately upon such notice, Article V, Union Dues and Representation-Service Fees, Sections (C), (E), and (H) shall no longer apply to Representation-Service Fees, as set forth in those sections respectively. The parties agree to meet within thirty (30) days of this action to amend the payroll deduction card and agree to the process for reauthorization by those who pay membership dues via payroll deduction.

Upon written request from the Union the University will convene a Step 3 hearing within five (5) business days for the purpose of hearing the Union's argument as to why the penalties invoked should be reversed. The University will provide a written response within five (5) business days. The Union may appeal the Step 3 decision under the provisions of Article XIV Arbitration, Section D. Impartial Arbitration. The University and the Union agree to make reasonable efforts to expedite the arbitration.

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

Article IV: Anti-Discrimination and Equal Opportunity Employment

Section A. Principles and Definitions

1. Statutory Compliance: It is agreed that there shall be no discrimination in the application of the provisions of this Agreement based on

Article IV: Anti-Discrimination and Equal Opportunity Employment

impermissible factors as defined below and as consistent with the state of Michigan Elliot-Larsen Civil Rights Act of 1976. Refer to Appendix C for the text of the Act. The University agrees to abide by the protections afforded employees with disabilities as outlined in the rules and regulations which implement Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act. Refer to Appendix A for a description of the Americans with Disabilities Act.

2. Impermissible Factors: “Impermissible factors” means an Employee’s race, creed, color, religion, national origin, ancestry, marital status, familial status, parental status or pregnancy status, sex, gender identity or expression, sexual orientation, age, height, weight, disability, citizenship status, veteran status, HIV antibody status, political belief, membership in any social or political organization, participation in a grievance or complaint whether formal or informal, or any other factor irrelevant to his or her employment status or function.
3. Definition of Discrimination: Any of the following constitute “discrimination”:
 - a. to discharge, or otherwise to act against an individual when the act arises from or is related to the

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Employee's status or function as a GSI or GSSA, because of an impermissible factor.

- b. to limit, segregate, or classify an Employee in a way that deprives or tends to deprive an Employee of an employment opportunity or otherwise adversely affects the status of an Employee because of an impermissible factor.
- c. sexual harassment. "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature under the following conditions:
 - i. submission to or rejection of the conduct or communication by an employee is used as a factor in decisions affecting his or her employment; or
 - ii. the conduct or communication has the purpose or effect of substantially interfering with an employee's employment, or creating an intimidating, hostile, or offensive employment environment.

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

Section B. Grievance Procedure

In the event an Employee has a grievance alleging a violation of this Article, the grievance may be initiated at Step One, Step Two, or Step Three of the grievance procedure, at the discretion of the Union, provided it is submitted in writing within forty (40) calendar days

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following reasonable knowledge of the facts giving rise to the grievance.

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

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

As an alternate to Step One of the grievance process (Section C of Article XIV), complaints or grievances by Employees alleging a violation of this Article can be brought directly to the Office of Institutional Equity. Time spent in active pursuit of such informal dispute resolution will not count towards the grievance clock for Step One.

Section C. Union Activities or Membership

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

Section D. Changes

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

Article V: Union Dues and Representation-Service Fees

add the category or categories during the term of the Agreement.

Section E. Definitions

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

Section F. Accommodations for Employees with Disabilities

The University will provide each qualified Employee with a known disability with such reasonable accommodation(s) as are necessary for the performance of his or her employment functions, unless the accommodation(s) would impose an undue hardship as provided under the Americans with Disabilities Act.

Article V: Union Dues and Representation-Service Fees

Section A. Union Security

The parties recognize that the proper negotiation and administration of a collective bargaining agreement and the fulfillment by the Union of its statutory duty of representation entail expenses which are appropriately shared by all employees who are beneficiaries of such agreements. To this end and as provided in this Article, in the event an Employee shall not join the Union, the

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Employee, nevertheless, shall pay to the Union a Representation-Service Fee, which fee shall be in an amount not to exceed the Employee's pro rata share of the Union's cost of negotiating and administering a collective bargaining agreement. Dues or Representation-Service Fees shall be tendered or paid to the Union by the method selected on the "Graduate Employees' Organization Union Membership/ Representation-Service Fee Card" through the procedures set forth in Section C.

Section B. Dues/Fees

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

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

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

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Graduate Employees' Organization Union Membership/Representation-Service Fee cards will be available from the Union.

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

In the event the Union fails to perform any of its obligations as required by Article III, No Interference, the University will no longer deduct Representation-Service Fees from the wages or from any other payment processed through and by the University Payroll department as Section (A), Union Security, shall become null and void.

Section D. Email Communications

1. The University will send a targeted email message to newly hired Employees as soon as practicable during the first term of their employment. The message will contain the following language:

In the subject line:

“Important information for newly hired GSIs and GSSAs at the University of Michigan”

In the body of the email:

“You are receiving this automated email because you are a newly hired GSI or GSSA. Graduate Employees in these job categories at the University of Michigan are represented in collective

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bargaining by the Graduate Employees' Organization.

The contract negotiated between the University and GEO requires that all GSIs and GSSAs pay either Union Dues or a Representation-Service fee. If you have not already filled out a GEO Union Membership/Representation-Service Fee card, you must do so now. Please contact GEO at (734) 995-0221 or umgeo@umich.edu to get pertinent information about GEO, process this paperwork and authorize automatic deduction from your payroll."

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

In the subject line:

"Your GEO dues or fees will be deducted from your next paycheck"

In the body of the email:

"This email is a reminder that, consistent with your prior authorization to the Graduate Employees' Organization (GEO), a payroll deduction for Union Dues or a Representation-Service fee will be made

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from your next paycheck, at a rate specified by the Union to the University. No action is required on your part. For more information, call GEO at (734) 995-0221 or email umgeo@umich.edu.”

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

In the subject line:

“You have not yet authorized the required payment of GEO dues or fees”

In the body of the email:

“The contract negotiated by the Graduate Employees’ Organization (GEO) and the University requires that all GSIs and GSSAs pay either Union Dues or a Representation-Service fee to the Union. In that our records indicate that you have not authorized an automatic payroll deduction for this purpose, you are responsible for direct payment of the amount to the GEO. Individuals who are delinquent in the payment of Union Dues or Representation-Service fees to the union may not be re-hired by the University until any such dues or fees have been paid. You are responsible for contacting GEO immediately to make payment

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arrangements. For more information, including Dues and Representation-Service fee rates, visit the GEO website at www.umgeo.org or call GEO at (734) 995-0221 or umgeo@umich.edu.”

Section E. Payroll Deduction

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

“CERTIFICATION OF FINANCIAL OFFICER

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

Article V: Union Dues and Representation-Service Fees

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

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

Signed,

Financial Officer, Graduate Employees
Organization"

The Union shall provide the University with a Dues and Representation-Service Fee Discrepancy Report listing both under-deductions and over-deductions. This listing shall be

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provided no later than the fifteenth (15th) of the month following the month in which the deductions were made for Terms II, IIIA, and IIIB. The due date for Term I shall be adjusted to accommodate the adjusted payroll processing schedule each November and December. The University shall confirm the due date for Term I at least thirty (30) days prior to the due date, via an e-mail to the Union. The University shall review the Dues Discrepancy Report and make all appropriate adjustments to payroll deductions in the fourth month of the term. It shall provide an explanation to the Union for any adjustments not made. The University shall remit the net positive amount of sums deducted as stipulated above to the Financial Officer of the Union no later than the fifth (5th) working day of the first month of the term following the term in which the adjustments were made. Any credit due the University will be deducted from the next remittance of dues to the Union. A list of Employees for whom deductions were taken, including Employee name, UMID, deduction code, deduction date, and the sum of the deducted amount will be remitted via email to the Financial Officer of the Union no later than the fifth (5th) working day of the month following the month in which the adjustments were made.

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

By signing the deduction authorization card described in Section C, an Employee agrees to have her/his Union Dues

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

In the event the Union fails to perform any of its obligations as required by Article III, No Interference, language herein will read as follows in recognition that Section (A), Union Security, shall become null and void:

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

“CERTIFICATION OF FINANCIAL OFFICER

Article V: Union Dues and Representation-Service Fees

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

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

Signed,

Financial Officer, Graduate Employees
Organization"

The Union shall provide the University with a Dues Discrepancy Report listing both under-deductions and over-deductions. This listing shall be provided no later than the fifteenth (15th) of the month following the month in which the deductions were made for Terms II, IIIA, and

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IIIB. The due date for Term I shall be adjusted to accommodate the adjusted payroll processing schedule each November and December. The University shall confirm the due date for Term I at least thirty (30) days prior to the due date, via an e-mail to the Union. The University shall review the Dues Discrepancy Report and make all appropriate adjustments to payroll deductions in the fourth month of the term. It shall provide an explanation to the Union for any adjustments not made. The University shall remit the net positive amount of sums deducted as stipulated above to the Financial Officer of the Union no later than the fifth (5th) working day of the first month of the term following the term in which the adjustments were made. Any credit due the University will be deducted from the next remittance of dues to the Union. A list of Employees for whom deductions were taken, including Employee name, UMID, deduction code, deduction date, and the sum of the deducted amount will be remitted via email to the Financial Officer of the Union no later than the fifth (5th) working day of the month following the month in which the adjustments were made.

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

By signing the deduction authorization card described in Section C, an Employee agrees to have her/his Union Dues deducted from her/his paycheck. An Employee may revoke his or her authorization at any time by submitting written

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notification to the Union, on a deduction authorization card. The Union Dues payroll deductions shall terminate when the Union certifies to the University that the Employee does not authorize such deductions no later than the tenth (10th) of the month in which deductions are to be made.

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

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

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

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3. The Union has specified further, when notifying the University not to reemploy the Employee, the following by written notice:

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

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

Section G. Delinquent Payment Procedure Timeline

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:

Article V: Union Dues and Representation-Service Fees

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 H. Rate Certification, Amount, and Remittance

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

“CERTIFICATION OF FINANCIAL OFFICER

I certify that the Union Dues rate for the Graduate Employees’ Organization is ___% (percent) of the full time equivalent salary and the Representation-Service Fee rate for the Graduate Employees’ Organization is ___% (percent) of the full time equivalent salary in November and March. The Union Dues rate for the Graduate Employees’ Organization is ___% (percent) and the Representation-Service Fee rate for the Graduate Employee’s Organization is ___% (percent) of the full time equivalent salary in June and August.

Signed,

Article V: Union Dues and Representation-Service Fees

Financial Officer, Graduate Employees
Organization”

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

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

In the event the Union fails to perform any of its obligations as required by Article III, No Interference, language herein will read as follows in recognition that Section (A), Union Security, shall become null and void:

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

“CERTIFICATION OF FINANCIAL OFFICER

Article V: Union Dues and Representation-Service Fees

I certify that the Union Dues rate for the Graduate Employees' Organization is ___% (percent) of the full time equivalent salary in November and March. The Union Dues rate for the Graduate Employees' Organization is ___% (percent) of the full time equivalent salary in June and August.

Signed,

Financial Officer, Graduate Employees
Organization"

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

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

Section I. Deduction Authorization Card

**Graduate Employees' Organization
Union Membership / Representation-Service Fee Card**

Article V: Union Dues and Representation-Service Fees

Name_____

Employing Department_____

Enrolled Department _____

UMID#_ _ _ _ _

Email Address of Employee_____

Address of Employee_____

The contract negotiated by the GEO and the University requires that all Employees receiving benefits from the contract pay either Union Dues or a Representation-Service fee. This card is for that purpose. The GEO is the legal collective bargaining unit for all Graduate Student Instructors and Staff Assistants at the U of M. This means the University is obligated to bargain a contract with us concerning our pay, benefits, including tuition waivers, and working conditions. The GEO also represents any GSI or GSSA (regardless of membership status) in grievances regarding their employment.

Union membership allows you to participate in all levels of the Union's decision-making processes, including voting. To become a member you must check the box marked "Union Dues".

Please Check One:

Union Dues (Member)_____

Representation-Service Fee (Non-Member)_____

Article V: Union Dues and Representation-Service Fees

Your Union Dues or Representation-Service fee will typically be deducted from your paycheck in the third month of your full-term appointment. Authorization of deduction shall be effective whenever you are employed as a GSI or GSSA, unless revoked by you. You may voluntarily revoke previously authorized payroll deductions by submitting written notification to the Union.

Signature of Employee _____

Date of Signing ____/____/____

If you have, in the past, filled out and returned one of these cards, you need not do it again.

Revised 2008

Section J. Compliance with Article III

The rights, responsibilities, and obligations set forth in Sections (A), (B), (D), (F), (G) and (I) of this Article are specifically conditioned upon the Union's compliance with Article III, No Interference. If the Union fails to perform any of its obligations as required by Article III, the Employer shall inform the Union of its failure in writing. Effective immediately upon such notice, Article V, Union Dues and Representation-Service Fees, Sections (A), (B), (D), (F), (G) and (I), shall become null and void. Effective immediately upon such notice, Article V, Union Dues and Representation-Service Fees, Sections (C), (E), and (H) shall no longer apply to Representation-Service Fees as set forth in those sections respectively. This specifically includes, but is not limited to, the requirement set forth in Section B that

Article VI: Union Rights

payment of union dues or representation fees is a condition of employment for all Employees.

Section K. Indemnification

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. The Union specifically agrees to indemnify and hold the University harmless for any liability arising under MCL 423.210, as amended effective 91 days after adjournment of the 2012 regular session sine die, including but not limited to damages, court costs and reasonable attorney fees awarded to a plaintiff under MCL 423.210(10).

Article VI: Union Rights

Section A. Official Business

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. Rooms, Facilities, Equipment

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

Article VI: Union Rights

be available to the Union in accordance with established University procedures.

Section C. Bulletin Boards

The Union may post notices on existing bulletin board space in departments or units employing Employees, if the space is not reserved for specific purposes. In no case shall the Union be denied space sufficient to post one (1) 8 1/2 inch by 14 inch sheet.

Section D. Work Study Employer

In accordance with the rules and regulations of work study programs which the University administers, the University agrees to receive an application from the Union for eligibility as an employer. This provision does not imply endorsement by the University of any outcome with respect to such an application.

Section E. Orientations

Thirty (30) days prior to the start of each academic year, the University will provide the Union with the names and telephone numbers of contact persons responsible for scheduling each appointing unit's first new Employee training session or its first meeting including new employees.

Each semester, upon request of the Union, each appointing unit will make thirty (30) minutes available to the Union immediately following its first new employee training session or its first meeting including new Employees, with

Article VI: Union Rights

scheduling at the discretion of the appointing unit, in the same room or with directions to the new room.

The purpose of this time will be to inform Employees about the Union's function, to explain dues and service fee deductions, to recruit departmental stewards, to discuss current bargaining status, and to answer new Employee questions consistent with contract provisions and the law.

If an appointing unit either (1) does not hold such a new Employee training session or a meeting including new Employees and does not arrange with another unit to perform these functions, or (2) arranges with another unit to perform these functions and that other unit does not allow GEO the thirty (30) minutes for the purposes outlined above, then the appointing unit shall make thirty (30) minutes available to the union for the purposes outlined in this Section.

Further, the appointing unit shall not require Employee attendance at other programming or work-related meetings during the time available to the Union under this Section.

The Union and the University agree that they will comply fully with the Public Employment Relations Act (PERA) during this time, and will not by force, intimidation, or unlawful threats compel or attempt to compel any Employee to exercise, or refrain from exercising, any right set forth in PERA. The Union further agrees to indemnify and hold the University harmless for any liability arising under PERA as a result of the Union's activities during this

Article VI: Union Rights

time, including but not limited to damages, court costs and reasonable attorney fees.

Section F. Contract Summary Document

The University will, by the end of the first full week of each term, supply to the Union and make available to all units that appoint Graduate Student Instructors or Graduate Student Staff Assistants, a document summarizing key terms and conditions of this Agreement relevant to those units and the Graduate Student Instructors or Graduate Student Staff Assistants whom those units appoint. Each unit will, in turn, assure that the availability of this document is made known to Employee supervisors and to all faculty appointed to courses that employ Graduate Student Instructors.

Section G. Printing and Publication of Contract

The University and the Union shall share the cost of printing one thousand two hundred (1,200) paper copies of this Agreement. The University and the Union will publish copies of this Agreement on their respective websites. At the request of the Union, the University will prepare and provide a digital version of this Agreement to the Union, for the purpose of printing and/or distributing additional paper copies of this Agreement as the Union may see fit.

Article VII: Information

Article VIII. Job Security

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 Union will pay the University's regular cost for any information requested pursuant to this paragraph.

Section A. Reports

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

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

For each of University academic terms I, II, and III, the University shall provide the Union, at no cost to the Union, a descriptive statistical report, which will not include Employee names or UMID numbers, but will include information regarding the age, race, sex and citizenship

Article VII: Information

status of currently appointed Employees. These reports will be provided before the end of the third month of each term.

Upon request, the University will provide the campus work address for each Employee.

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

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

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

Section B. Salary Analysis

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

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

Article VIII. Job Security

For each of University academic terms I, II, and III, the University shall provide the Union, at no cost to the Union, a copy of the College Resources Analysis System (CRAS) tables and data. These reports will be provided not later than sixty-five (65) days from the beginning of the subsequent academic term.

Section D. Temporary Instructional Aide, Grader I and Grader II Titles

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

Article VIII: Job Security

Section A. Period of Employment and Termination

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

Article VIII. Job Security

the Employee fails to meet the following requirements at the University of Michigan:

1. Terms I and II: In good standing as a student in a graduate degree program and registered for not less than six (6) credit hours each term or, with the written approval of the student's graduate faculty advisor, not less than five (5) credit hours consisting of not less than two (2) courses relevant to the student's degree program.
2. Term III: In good standing as a student in a graduate degree program, but no registration required as a condition of employment.
3. Detached Study: In good standing as a student in a graduate degree program, but no registration required for any period for which the student has been approved for Detached Study by the Graduate School. Detached Study means study away from the University when no services will be drawn from the University during that period.

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

Article VIII. Job Security

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 (1) 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

Article VIII. Job Security

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

Article VIII. Job Security

the allegation is withdrawn. From the time an allegation is made, until a determination is reached, no action shall be taken by the University which presumes the Employee's guilt.

Section C. Appeals

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

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

Section D. Sexual Harassment

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

**Article IX: Job Postings, Distribution of Postings,
Notification, and Hiring Procedures**

**Article IX: Job Postings, Distribution of Postings,
Notification, and Hiring Procedures**

Section A. Job Postings and Distribution of Job Postings

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

2. Each appointing unit will maintain up-to-date information regarding its application and selection procedures on its website.

3. Each appointing unit will distribute job postings for available positions. At minimum, appointing units must distribute job postings for available positions via email to all graduate students who are enrolled in the appointing unit's graduate degree program at the time of the distribution.

Job postings need not be distributed by appointing units as described in this Section under the following circumstances:

- a. the job is reserved for a specific student in the department as part of a funding package;

Article IX: Job Postings, Distribution of Postings, Notification, and Hiring Procedures

- b. distribution would interfere with the need for timely hiring decisions made just before or after the beginning of the teaching term; GEO shall be notified of such situations.

Jobs described in Sections 3.a. and 3.b. are not “available positions”, as the term is used in this Article.

- 4. All job postings will include:
 - a. The course(s) for which applications are being accepted, and a general description of the duties of the position(s) (whether the position(s) involves teaching an independent section of a course, teaching a discussion section, grading assignments, holding office hours), and an estimated FTE for the position(s).
 - b. The minimum and desired qualifications for employment and a description of selection and decision-making procedures. This description of qualifications shall include the role, if any, of student evaluations and past instructional experience. The decision-making procedures shall include the role of applicant preferences for

**Article IX: Job Postings, Distribution of Postings,
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course placement and procedures and criteria for late appointments.

- c. The person to whom the application should be submitted and information on the preferred method for submitting applications; the name(s) of the decision-making agent(s); the application due date(s).
- d. The estimated date by which offers will be extended, and a reminder that an applicant may request the status of her or his application from the appointing unit. Appointing units will make reasonable efforts to extend offers to successful applicants within six (6) weeks after the application due date. Offers will typically be extended at least twenty-one (21) calendar days prior to the start of employment.
- e. The following nondiscrimination statement: “The University will not discriminate against any applicant for employment because of race, creed, color, religion, national origin, ancestry, marital status, familial status, parental status or pregnancy status, sex, gender identity or expression,

Article IX: Job Postings, Distribution of Postings, Notification, and Hiring Procedures

sexual orientation, age, height, weight, disability, citizenship status, veteran status, HIV antibody status, political belief, membership in any social or political organization, participation in a grievance or complaint whether formal or informal, or any other factor where the item in question will not interfere with job performance and where the employee is otherwise qualified. The University of Michigan agrees to abide by the protections afforded employees with disabilities as outlined in the rules and regulations which implement Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.”

- f. Contact information for the Office of Institutional Equity and University Ombuds.
- g. The following statement:
“Unsuccessful applications will be retained for consideration in the event that there are last minute openings for available positions.” In the event that an Employee does not receive his or her preferred assignment, he or she can request a written explanation or an

**Article IX: Job Postings, Distribution of Postings,
Notification, and Hiring Procedures**

in-person interview with the hiring agent(s) to be scheduled at a mutually agreed upon time.”

- h. The following statement: “This position, as posted, is subject to a collective bargaining agreement between the Regents of the University of Michigan and the Graduate Employees’ Organization, American Federation of Teachers, AFL-CIO 3550.”
5. In addition to the appointing units’ distribution of job postings described in Section 3. above, appointing units will distribute job postings for available positions via the University job postings website.

Job postings need not be distributed via the University job postings website under the following circumstances:

- a. the job includes among its explicit qualifications that the Employee be enrolled in the appointing unit (“limited availability positions”);
- b. the job is reserved for a specific student in the appointing unit as part of a funding package;

Article IX: Job Postings, Distribution of Postings, Notification, and Hiring Procedures

- c. distribution would interfere with the need for timely hiring decisions made just before or after the beginning of the teaching term; GEO shall be notified of such situations.

Jobs described in Sections 5.b. and 5.c. are not “available positions,” as the term is used in this Article. Jobs described in Section 5.a. are “limited availability positions,” as they are only available to Employees enrolled in the appointing unit.

Section B. Notification

1. Upon request, the appointing unit will inform an applicant of his or her status.
2. Once an offer has been accepted, appointing units will provide notification to all unsuccessful applicants. In most cases, notice will be by email. The email notice shall also include the statement as specified in Section A.4.g. In any case, the notification will inform the unsuccessful applicants that their applications will be retained for consideration in the event that there are last-minute openings for available positions.
3. It is understood that job postings, distribution of job postings, and notification is dependent on the then-known employment opportunities as listed in the University Course Listings and the availability of qualified candidates. An appointing unit which has additional available

**Article IX: Job Postings, Distribution of Postings,
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positions in the semester for which the unsuccessful applicant originally applied, will:

4.
 - a. consider all unsuccessful applications retained as provided in Section B.2., for the additional available positions;
 - b. distribute job postings for the additional available positions in accordance with this Article;
 - c. provide the notices to successful and unsuccessful applicants as provided in Section B.2. above.

Section C. Hiring Procedures

1. Employee selection procedures will be open and free from bias.
2. No unit shall have a policy that uses tuition costs or cost of benefits as a factor in hiring decisions for GSI or GSSA appointments.
3. Employment assignments shall be at the discretion of the department or unit. Departments or units will allow applicants to submit, in writing, course placement preferences.
4. Applications for available positions will be accepted by appointing units as follows:

**Article IX: Job Postings, Distribution of Postings,
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- a. For limited availability positions described in Section A.5.a. above, applications will be accepted for a minimum of fourteen (14) calendar days from the date of distribution within the appointing unit under Section A.3. above.
 - b. For all other available positions, applications will be accepted for a minimum of fourteen (14) calendar days from the date of distribution under Section A.5. above.
5. Appointing units will make reasonable efforts to extend offers to successful applicants within six (6) weeks after the application due date. Offers will typically be extended at least twenty-one (21) calendar days prior to the start of employment.
6. Appointment offers may be made or accepted by paper, email, or verbal communication. Non-receipt of the notification described in subsection 7. below is not sufficient grounds for denying employment, if an employment offer has been made and accepted by other means.
7. Correspondence regarding initial employment, re-employment, or any notification of a change in the terms and conditions of an Employee's appointment, to the Employee will include

Article IX: Job Postings, Distribution of Postings, Notification, and Hiring Procedures

written notification specifying the following information:

- a. Duration of employment, including anticipated start and end dates.
- b. Term of employment (e.g., fall or winter semester).
- c. A general description of duties.
- d. Fraction and salary.
- e. Library privileges.
- f. A general description of benefits, including a reference to the benefits website.
- g. Name(s) and telephone number(s) for questions regarding benefits and departmental services.
- h. A reference to the language of Article X regarding SEVIS Fees.
- i. A reference to Article XXII: Policies and Procedures for Employees with Disabilities.
- j. The following statement: “The terms and conditions of your employment as a Graduate Student Instructor or Graduate Student Staff Assistant are governed by a collective bargaining agreement between the Regents of the University of Michigan

Article IX: Job Postings, Distribution of Postings, Notification, and Hiring Procedures

and the Graduate Employees' Organization (the "UM/GEO Agreement"). Subject to Article V, Section J, the following provisions apply to your employment. The UM/GEO Agreement requires that all Employees whose employment is governed by the UM/GEO Agreement pay either Union Dues or a Representation-Service Fee to the Graduate Employees' Organization ("GEO"). If you have not already filled out and returned a yellow Union Membership/Representation-Service Fee card, you are responsible for doing so. The cards are available from your department steward, or the GEO (734-995-0221). If you choose not to authorize the deduction from your paycheck of Union Dues or Representation-Service Fees, you must remit a check to the GEO, 339 E. Liberty St. Suite 340, Ann Arbor, MI, 48104, for payment of the amount specified in the chart accompanying the "Graduate Employees' Organization Union Membership/ Representation-Service Fee Card" or available at www.umgeo.org. If you do not do so, you will not be eligible for reemployment at the University of Michigan. Union members can participate in all levels of Union decision making processes; non-members cannot."

- k. If available at the time of the correspondence referenced in C. 7. above, a fraction calculation form that reflects the breakdown of time the Employee should

**Article IX: Job Postings, Distribution of Postings,
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expect to spend on employment duties. If the fraction calculation form is not available at the time of the correspondence referenced in C.7 above, the anticipated date(s) by which the fraction calculation forms will be available, and a contact in the appointing unit who may answer questions about the form. The fraction calculation form will be given to the Employee no later than fourteen (14) calendar days after the start of employment.

- I. The following reference to the availability of child care subsidies under Article XII: Child Care:

“If you believe you may have the need for financial assistance for child care, you are encouraged to apply for a Child Care Subsidy, as described more fully in Article XII of the UM/GEO Agreement and on the Office of Financial Aid website.”

8. Upon initial employment, departments will inform Employees of assistance in the English language available to them from the University as specified in Article XIX: Employee Training. For more information on this assistance, a contact name in the hiring department should be specified.

Article X: Salaries

9. Notwithstanding the above provisions, the type of employment may be changed or no employment may be given, after written notification. In such a case the salary (or other payment in lieu of salary), tuition waiver, and benefits for the specified period shall not be less than that specified in the written job offer.

Article X: Salaries

Section A. Determination of Monthly Salary and Payroll Distribution

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 E. by the Employee's full-time equivalent salary rate and dividing the product by four (4).

An Employee who has accepted an offer of employment and has submitted all necessary paperwork (e.g., signed acceptance of offer, completed I-9 forms) at least two (2) weeks prior to the start of the term of employment will receive all wages earned during each calendar month of the appointment on or before the last working day of each month. In the event an Employee does not receive the wages earned as provided in this section and the Employee and/or GEO pursues the matter through the grievance process, the monetary remedy available to an individual

Article X: Salaries

Employee for a violation of this section shall be limited to the reasonable interest that accrues on the month's wages from the date the payment would have been made under this article to the date the payment is made.

The University will determine the method(s) available to Employees for distribution of wages. Such methods include:

1. mailing a paycheck to the Employee's address of record; and/or
2. mailing a paycard to the Employee's address of record; and/or
3. direct deposit to a financial institution identified by the Employee.

Employees may select any one of the methods available to Employees in the same manner as such selection is made by non-bargained for instructional staff.

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 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.

Article X: Salaries

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;
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, 2012 to August 31, 2013 was \$18,234 for Employees.

Section C. Adjustments to the Minimum Full-Time Equivalent Salary Rate on the Ann Arbor and Dearborn Campuses

Effective September 1, 2013, the minimum full-time salary equivalent for Employees on the Ann Arbor and Dearborn campuses shall increase by two (2) percent.

Effective September 1, 2014, the minimum full-time salary equivalent for Employees on the Ann Arbor and Dearborn campuses shall increase by two (2) percent.

Effective September 1, 2015, the minimum full-time salary equivalent for Employees on the Ann Arbor and Dearborn campuses shall increase by two (2) percent.

Effective September 1, 2016, the minimum full-time salary equivalent for Employees on the Ann Arbor and Dearborn campuses shall increase by two (2) percent.

Section D. Adjustments to the Minimum Full-Time Equivalent Salary Rate on the Flint Campus

Effective September 1, 2013, the minimum full-time salary equivalent rate for four (4) full calendar months of employment on the Flint campus will be \$15,734.

Effective September 1, 2014, the minimum full-time salary equivalent for Employees on the Flint campus shall increase by two (2) percent.

Effective September 1, 2015, the minimum full-time salary equivalent for Employees on the Flint campus shall increase by two (2) percent.

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Effective September 1, 2016, the minimum full-time salary equivalent for Employees on the Flint campus shall increase by two (2) percent.

Section E. Employment Fraction

It is understood that Employees in this bargaining unit are engaged in professional activities, of such a nature that the output produced, or the result accomplished, cannot be precisely standardized or measured in relation to a given period of time. The use of an employment fraction indicates less than full-time effort. In this connection, a one-half employment fraction normally requires a probable weekly time commitment of sixteen and one-half to twenty hours per week. Fluctuations above and below this norm are expected corresponding to individual distinctions such as experience, ability and diligence. Other employment fractions require proportional time commitments.

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

Average Weekly Work Expectation	Employment Fraction
Up to 3.49	.087
3.5 to 5.49	.137
5.5 to 7.49	.187
7.5 to 9.49	.237
9.5 to 12.49	.25
12.5 to 14.49	.30
14.5 to 16.49	.35

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16.5 to 20.00	.50
20.01 to 25.49	.60
30.50 to 35.49	.75
35.5 or more	1.0

Effective September 1, 2013, employment fractions should be determined by the following scale of time commitments:

Average Weekly Work Expectation	Employment Fraction
Up to 3.49	.087
3.5 to 5.49	.137
5.5 to 7.49	.187
7.5 to 9.49	.237
9.5 to 12.49	.25
12.5 to 14.49	.30
14.5 to 16.49	.35
16.5 to 20.00	.50
20.01 to 25.49	.60
25.50 to 30.49	.65
30.50 to 35.49	.75
35.5 or more	1.0

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

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

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

Section F. SEVIS Fee Reimbursement

Upon Employee request, and within the first four (4) terms of employment as a GSI/GSSA, the SEVIS fee paid by an Employee to attend the University of Michigan will be reimbursed by the Employee's appointing unit, unless that

fee has already been paid or reimbursed by another source.

Section G. Covering for Absent Employees

It is the responsibility of the University to determine if there is a need for, and if so, assign a temporary replacement for an absent Employee. In no case will an Employee be required to pay for the replacement work or coverage. Employees assigned to cover the responsibilities of an absent Employee shall be compensated at the per-hour rate defined in Section H during the period spent covering such responsibilities (rounded to the nearest half hour).

Section H. Calculation of Per-Hour Rate

The per-hour rate shall be calculated as follows:

1. Multiply the contractual minimum full-time equivalent salary rate for the term in which the substitution takes place by three
2. Divide that product by 2,080 hours
3. The result is the per-hour rate.

Work performed to cover such responsibilities that is compensated at this rate will not count towards calculating the employment fraction.

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For information about benefit plans and eligibility prior to January 1, 2014, refer to Memorandum of Understanding VIII. There will be no change in eligibility or access to current health care plans from the date of ratification of this contract until December 31, 2013.

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

Section A. Plan Year 2012 through Term of Agreement

1. Eligibility
 - a. GradCare Health Plan Coverage for all Employees on the Ann Arbor and Dearborn campuses: Effective January 1, 2014 and through the term of this Agreement, and consistent with the terms of the plan, all Employees on the Ann Arbor and Dearborn campuses appointed for a full “employment period” (as defined in Article X “Salaries”, Section A) are eligible to participate in the University’s GradCare Health Plan Coverage programs (GradCare and prescription drugs).
 - b. GradCare Health Plan Coverage for Employees on the Flint campus: Effective January 1, 2014 and through the term of this Agreement, and consistent with the

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terms of the plan, all Employees on the Flint campus with a one quarter (.25) or greater employment fraction for a full “employment period” (as defined in Article X, “Salaries”, Section A) are eligible to participate in the University’s GradCare Health Plan Coverage programs (GradCare and prescription drugs).

- c. Non-Health Plan Eligibility: Effective January 1, 2012 and through the term of this Agreement, and consistent with the terms of each program or plan, all Employees with a one quarter (.25) or greater employment fraction for a full “employment period” (as defined in Article X, “Salaries”, Section A) in a term are eligible to participate in University, Optional and Dependent Life Insurance; Vision Plan; Legal Plan; Flexible Spending Accounts (Health and Dependent Care); Travel Accident Insurance; and Supplemental Retirement Plan.

2. Employer Contributions

University contributions toward all plans other than GradCare health insurance under this Article shall be in the same amount as that provided to the University’s regular non-bargained-for instructional staff for the coverage selected.

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3. Health Plan Coverage Structure

The Health Plan Coverage (medical and prescription drug) as of January 1, 2012 will contain a 4-tier rate structure consisting of:

- a. One adult;
- b. One adult plus any number of children;
- c. One adult plus one adult dependent (including an OQA);
- d. One adult plus one adult dependent (including an OQA) plus any number of children.

4. Employer Contribution to Group Health Plan Coverage

- a. As of the effective date of this Agreement and throughout the term of this Agreement, for individual Employee coverage (Tier I: one adult), the Employer contribution toward the cost of the GradCare group health insurance plan premium will be 95% of the average premium cost of the two lowest-cost comprehensive plans available to all University employees. The Employer contribution toward the cost of group health insurance plan premiums for other

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tiers of coverage (those that include dependents, including OQAs) shall be the same contribution for the coverage for the Employee plus an additional contribution for covered dependents, calculated such that the Employer pays 85% of the aggregate premium cost for all covered individuals. The Employee will be responsible for any additional premium cost above the base Employer contribution rate toward the Employee's plan of choice.

- b. The University agrees that the co-pays in effect for Plan Year 2012 for the GradCare health plan coverage will not increase through plan year 2014. Thereafter, the co-pays for the GradCare health plan coverage shall be as provided by the Employer in the same manner and to the same extent as provided to the University's regular non-bargained-for instruction staff enrolled in the U-M Premier Care Health Plan.
- c. Effective January 1, 2012 through plan year 2014, the co-pay for office visits/urgent care shall be no more than \$20 per visit, and for emergency room visits no more than \$75 per visit. Thereafter, the co-pay for office visits/urgent care shall be as provided by the Employer in the same manner and to the same extent as provided to the University's regular non-bargained-for

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instructional staff enrolled in the U-M Premier Care Health Plan.

- d. Effective January 1, 2012, through plan year 2014, co-pays for the prescription drug plan shall be no more than:

Tier 1: \$5.00 Tier 2: \$15.00 Tier 3: \$30.00

Thereafter, the co-pays for the prescription drug plan shall be as provided by the Employer in the same manner and to the same extent as provided to the University's regular non-bargained-for instructional staff.

- e. For the duration of the collective bargaining agreement, the annual maximum in prescription drug co-pays for any Employee is \$2,500 per individual and \$5,000 per family. This maximum does not apply to infertility medications and weight loss medications past the lifetime limits.
- f. In the event of any substantive changes in coverage, the Union will be notified no later than 60 days prior to the effective date of change. Within a reasonable time, the Union may provide feedback to the Employer. The Employer will consider the feedback and respond to the Union.

5. Initiation of Coverage

- a. Application Procedure: Application for Group Benefit programs must be made within thirty (30) days of the effective date of eligible employment or the date of notification described in Section B.5.c. below, whichever is later. Applicants enrolling past thirty (30) days of their eligibility date for the University Life and Optional Insurance plan must provide the Group Life Insurance Company with proof of insurability in order to be considered for coverage. Dependent Life Insurance for a spouse or OQA may be applied for any time and requires proof of insurability.
- b. Newly-hired eligible Employees who do not either enroll in or waive medical insurance will be immediately enrolled in the GradCare medical insurance plan at the Tier I Level (one adult). Such newly-hired Employees will have thirty (30) days after employment begins to choose an alternative level if applicable.
- c. Not later than the 30th day after employment begins, the University will notify an eligible Employee of the provisions of this Article including a reference to the time period requirement for application. In cases where an Employee misses the application deadline due to a lack of such notification, the University will enable the Employee to enroll in the GradCare and other benefits plans of his/her choice.

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Section B. Dental Coverage

Newly hired eligible Employees who do not either enroll in or waive dental insurance will be immediately enrolled in Dental Option 1 at the Tier I Level (one adult).

The Employer will pay 100% of the premium for Dental Plan Option 1 for all eligible Employees. The Employer contribution for all other Options shall be in the same amount as that provided to the University's non-bargained-for instructional staff for the coverage selected.

Section C. Summer Coverage

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

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

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

An Employee who is not employed for Term II but is employed for Term IIIA and re-employed for the following Term I may continue coverage during the months of July and August between Term IIIA and Term I, by making

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arrangements through the Benefits Office by June 30, provided the initial employment and re-employment occur no later than the first day of Term IIIA. If employee contributions are required, the Employee will be billed monthly for the employee contributions for the months of May, June, July, and August. It is the Employee's responsibility to provide current address information for billing purposes; if payment is not timely coverage will be cancelled.

Section D. Definition of "Other Qualified Adult"

If an Employee does not already cover a spouse in his/her U-M benefits plans, he/she may enroll one Other Qualified Adult (OQA) for benefit coverage if all of the following eligibility criteria are met:

1. The Employee is eligible for U-M benefits; and
2. The OQA, at the time of the requested enrollment, shares a primary residence with the Employee and has done so for the previous six (6) continuous months, other than as the Employee's employee or tenant.

The following individuals are not eligible for participation in the OQA program if they are the Employee or the Employee's spouse's:

- Parents
- Parents' other descendants (siblings, nieces, nephews)

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- Grandparents and their descendants (aunts, uncles, cousins)
- Renters, boarders, tenants, employees
- Children or their descendants (children, grandchildren)

Dependent Children of an Other Qualified Adult

In addition to coverage for an OQA, the Employee may also elect coverage for the eligible child(ren) of an OQA. The dependent children of an OQA are eligible for coverage through the end of the month they turn age 26 (as of January 1, 2011).

Section E. Scope of Review

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

Article XII: Childcare

premiums paid by the University shall be included in the total dollar limitations provided in this Article.

Article XII: Child Care

Section A. Child Care Subsidy Awards

Any Employee who meets the eligibility requirements for the Child Care Subsidy Program, as established by the University, will receive the appropriate Child Care Subsidy Award.

The University will provide information on the Office of Financial Aid website regarding the Child Care Subsidy Award and the application procedure. Unique circumstances (e.g., the disability of a spouse or child, a spouse's unemployment status, or a spouse's visa status) that may impact eligibility for the subsidy should be addressed directly with the Office of Financial Aid for consideration. The Employer will notify the Employee regarding the availability of the Child Care Subsidy Award upon hiring.

The maximum Child Care Subsidy Award per term for each Employee who meets the eligibility requirements will be as specified by the University, provided that the minimum Child Care Subsidy Award will not be decreased for Employees during the life of the Agreement from the following amounts:

Article XII: Childcare

Article XIII: Medical Leave, Parental Accommodation Period, Jury or Witness Service, Immigration Proceedings, Bereavement Leave Pay, and Replacement Coverage

One child: \$2,250

Two children: \$3,300

Three or more children: \$4,350

Effective September 1, 2013, September 1, 2014, September 1, 2015, and September 1, 2016, the maximum Child Care Subsidy award will increase by the average annual percentage increase in tuition at the UM Child Care Centers.

Section B. GEO Representation on the Child Care Initiative Steering Committee

The GEO will be guaranteed at least one (1) seat on the Child Care Initiative Steering committee.

Article XIII: Medical Leave, Parental Accommodation Period, Jury or Witness Service, Immigration Proceedings, Bereavement Leave Pay, and Replacement Coverage

Section A. Medical Leave

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

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Period, Jury or Witness Service, Immigration Proceedings,
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medical procedure, or other disabling medical condition of a family member or Other Qualified Adult as that term is defined in Article XI.A.

For the purpose of determining the number of paid medical leave days available,

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

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

Section B. Employee Parental Accommodation Period

All Employees will, on request, be granted a Parental Accommodation Period immediately following the birth of the Employee's child or the Employee's adoption of a child under the age of six (6). The Employee Parental

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Accommodation Period should be tailored to the Employee's individual circumstances and should take into account the Employee's job duties. All parties will make a reasonable effort to minimize disruption to the performance of the Employee's job duties.

The following provisions shall apply to the Parental Accommodation Period:

1. General Provisions
 - a. The Parental Accommodation Period shall not exceed six (6) weeks and must be completed within six (6) weeks of the birth or adoption of a child under the age of six (6).
 - b. During the Parental Accommodation Period, the Employee will be excused from his or her regular job duties.
 - c. The Parental Accommodation Period may not exceed the Employee's previously scheduled appointment end date.
 - d. Whenever possible, an Employee must request use of the Parental Accommodation Period in writing no less than four (4) weeks prior to the scheduled start of the Period.

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Period, Jury or Witness Service, Immigration Proceedings,
Bereavement Leave Pay, and Replacement Coverage**

2. Salary Continuation During the Parental Accommodation Period
 - a. During the Parental Accommodation Period, an Employee may use any available Medical Leave provided under Article XIII.A. to provide salary continuation following the birth of the Employee's child or the Employee's adoption of a child under the age of six (6) or to cover periods of absence related to the health consequences of pregnancy, childbirth, and related conditions.
 - b. In addition to Medical Leave provided under Article XIII.A., an Employee who gives birth to a child will be provided with three (3) weeks of parental accommodation pay.
 - c. Paid leave taken by an Employee shall first be covered by parental accommodation pay per B.2.b. above, and should that leave exceed three (3) weeks, then Medical Leave shall take effect, per B.2.b. above.
 - d. All other Employees eligible for the Parental Accommodation Period (i.e. those not covered by B.2.b. above) may take an

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additional three (3) weeks of unpaid parental leave immediately following the birth of the Employee's child or the Employee's adoption of a child under the age of six (6).

- e. The University will continue to provide Employer contribution to the Employee's health and/or dental benefits during the Parental Accommodation Period.
 - f. The Employee's tuition waiver, as provided under Article XX, shall continue during the Parental Accommodation Period.
3. Return to Job Duties Following the Parental Accommodation Period
- a. Following completion of the Parental Accommodation Period, the Employee may return to his or her previously assigned job responsibilities. The Employee and his or her employing unit will work cooperatively to minimize disruption to the Employee's job duties during this transition period. If the employing unit determines that the Employee's return to his or her previously assigned job duties would pose an undue disruption, the employing unit may modify the Employee's assignment for the remainder of the appointment period, or may give no assignment for the remainder

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of the appointment period, consistent with Article IX.C.10.

- b. Upon mutual agreement between the Employee and his or her employing unit, an Employee who maintains employment eligibility consistent with Article VIII.A. throughout the involved term of appointment may remain on unpaid parental leave status (i.e. without effort or pay, but with continuing eligibility for tuition waiver and University contribution to health benefits) through the previously-established appointment end date. The following provisions will apply in such circumstances:
 - i. The University will continue to provide Employer contribution to the Employee's health and/or dental benefits until the Employee's previously scheduled appointment end date.
 - ii. The Employee's tuition waiver, as provided under Article XX, shall continue for the remainder of the term during which the Parental Accommodation Period occurred.

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Section C. Jury or Witness Service

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

Section D. Immigration Proceedings

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

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

Section E. Bereavement Leave Pay

1. Paid Leave

**Article XIII: Medical Leave, Parental Accommodation
Period, Jury or Witness Service, Immigration Proceedings,
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- a. Employee will be granted the amount of time off with pay that is required to attend the funeral, memorial, or other similar services or gatherings, and/or to make arrangements necessitated by the death of any of the following:

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

- b. An Employee experiencing bereavement upon conclusion of a pregnancy, in cases other than live birth, shall be granted paid bereavement leave.
- c. In no event shall the time off exceed three (3) consecutive days (Monday – Friday).

2. Unpaid Leave

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

Section F. Replacement Coverage

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

Article XIV: Grievance and Arbitration Procedures

Section A. Definition

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:

Article XIV: Grievance and Arbitration Procedures

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), the Union and at least one designated member of the group shall process the grievance on behalf of named and all similarly-situated Employees. If any Employee in the group seeks a remedy that differs from the remedy sought by the other members of the group, the Employer may request that that Employee also process the grievance with the Union and the first designated member of the group. 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 within forty (40) calendar days following reasonable knowledge of the facts giving rise to the grievance.

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 within forty (40) calendar days following reasonable knowledge of the facts giving rise to the grievance.

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Section B. Representation

A Union Representative may represent an aggrieved Employee as provided in Section C. 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.

For purposes of Sections C., D., and G. of this Article, a grievance answer or appeal will be deemed submitted on the date (1) the document is postmarked and addressed to the appropriate individual(s); (2) the document is sent via e-mail to the appropriate individual(s); (3) the document is hand-delivered to the appropriate individual(s); or (4) the document is faxed to the appropriate individual(s).

1. Step One:

An Employee or one (1) designated member of a group of Employees, having a grievance in connection with his or her employment, may take the matter up with the immediate supervisor (or

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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. At the Employee's option, a Union Representative may be present during such discussion.

In the event the discussion cannot be held because of the unavailability of the immediate supervisor (or department or unit designee) during the forty (40) calendar days referenced above, the grievance may proceed to Step Two at the Union's option, provided the grievance is reduced to writing and submitted to the Department Chairperson (or equivalent level of supervisor) or designee within sixty (60) calendar days following reasonable knowledge of the facts giving rise to the grievance. Any resolution reached at Step One is acceptable as long as it does not violate the terms of this Agreement.

Any resolution reached at Step One may not be used to establish a precedent for the future interpretation or application of this Agreement.

2. Step Two:

If the matter is not resolved at Step One, the grievance may be appealed in writing to the Department Chairperson (or equivalent level of supervisor) or designee, at the Union's option, provided, however, that the written grievance must be submitted to the Department Chairperson within twenty (20) calendar days following the date

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on which either party submits notice to the other that they either

- a. consider the matter resolved at Step One, or
- b. believe that the matter cannot be resolved at 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.

Within fourteen (14) calendar days of submission of the written grievance to the Department Chairperson, 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(s) in an attempt to resolve the grievance. The grievance will be answered in writing and a copy of the written answer shall be submitted to the chairperson of the Union Grievance Committee, and the Employee, within fourteen (14) calendar days following the meeting.

3. Step Three:

Except as otherwise provided in this Article, if the matter is not resolved at Step Two, the grievance

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may be appealed by the Union Grievance Committee to the designee of the provost and vice president for academic affairs, provided that the written appeal is submitted to the designee of the provost and vice president for academic affairs within fifteen (15) calendar days following submission by the Employer of the Step Two answer. Within fourteen (14) calendar days of submission of the Step Three grievance to the designee of the provost and vice president for academic affairs, and at a mutually convenient time and place, the designee of the provost shall set a meeting for discussion of the grievance with representatives of the Union Grievance Committee, the aggrieved Employee and the Employee's Union representative. 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. The grievance will be answered in writing and a copy of the written answer shall be submitted to the chairperson of the Union Grievance Committee and the Employee within thirty (30) calendar days following the meeting.

Section D. Impartial Arbitration

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

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calendar days following submission of the Step Three answer by the designee of the provost.

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.

1. Arbitration Panel

- a. By no later than January 1, 2012, the Union and the University shall agree in writing on a panel of four (4) arbitrators. The Union and the University shall, by lot, rank the panel in order (1, 2, 3, 4).
- b. Any arbitrator on the panel may be removed from the list unilaterally by either party by written notice to the other party and the arbitrator. An arbitrator may remove himself/herself from the panel at any time with notice to the parties.
- c. In the event that a vacancy occurs on the panel of arbitrators, the University and the Union will select a mutually agreeable arbitrator to fill the vacancy, and the newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces.

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- d. Selection shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator has heard a case. Once the list has been exhausted, the rotation process starts over with the first name on the list. When an arbitrator is unable to provide a hearing date for three (3) months or longer, the parties may move on to the next arbitrator listed.
 - e. A member of the arbitration panel shall hear all arbitration cases.
2. Alternate Process for Selection of an Arbitrator
- a. If the parties are unable to agree on the members of an arbitration panel, as set forth above, the following procedure shall apply to the selection of an arbitrator.
 - b. 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

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whom may be in the employment of the University. If one (1) 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) calendar day period, the grievance will not be arbitrable.

- c. 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.

3. Terms and Conditions

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

- a. 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

Article XIV: Grievance and Arbitration Procedures

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.

- b. 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.
- c. At the time of the arbitration hearing, both the University and the Union shall have the right to examine and cross-examine witnesses.
- d. Upon request of either the University or the Union or both, a transcript of the hearing shall be made and furnished to the arbitrator with the University and the Union having an opportunity to purchase their own copy. The party requesting the transcript shall bear the full cost of the arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.

Article XIV: Grievance and Arbitration Procedures

- e. 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.
- f. The jurisdictional authority of the arbitrator is defined as, and limited to, the determination of any grievance as defined in Section A. submitted to him or her consistent with this Agreement and considered by him or her in accordance with this Agreement.
- g. 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.
- h. 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.

Article XIV: Grievance and Arbitration Procedures

- i. The arbitrator shall render the decision in writing within thirty (30) calendar days following the hearing.
- j. 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.
- k. 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.
- l. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority to substitute his or her judgment for the University's judgment. However, the arbitrator can rule on the impact of academic judgments to the extent that their effects may violate the University's obligations under this Agreement. This provision neither limits nor expands the scope of an arbitrator's authority under Article I.D.
- m. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority to compel the University to make or continue

Article XIV: Grievance and Arbitration Procedures

an appointment or assign an Employee to a particular course or assignment. However, this provision neither limits nor expands the scope of an arbitrator's authority under Article IV.

Section E. Time Limits on Appeals

1. Any grievance not appealed within the specified time limits shall be considered settled on the basis of the final answer and not subject to further review. However, this shall not prejudice the position of either party with respect to a grievance involving the same issue at that unit or any other unit of the University.
2. A grievance may be withdrawn without prejudice and, if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, for any reason other than the University's failure to meet a commitment, financial liability, if any, shall date only from the date of such reinstatement, provided, however, reinstatement occurs within the specified time limits for appeal.
3. Where one or more grievances involve a similar issue, those grievances, by mutual agreement, may be held in abeyance without prejudice, pending the disposition of an appeal, to Step Three or arbitration, of a

Article XIV: Grievance and Arbitration Procedures

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.

Section F. Effect on Employment Relationship

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

Section G. Discrimination, Harassment, or Sexual Harassment Grievances

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

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

Article XIV: Grievance and Arbitration Procedures

forty (40) calendar days following reasonable knowledge of the facts giving rise to the grievance.

2. The designee of the provost will schedule Step Three meetings to occur within five (5) business days after submission at Step Three. These meetings may include relevant witnesses invited by the Union. A written answer will be given by the provost's designee

3. within twenty-one (21) calendar days following such meeting. The specified time guideline may be amended by mutual written consent of the parties.

Should the Union be unsatisfied with the Step Three outcome, the Union may choose to proceed to arbitration provided that written notice of intent to arbitrate is submitted to the designee of the provost within thirty (30) calendar days following submission of the Step Three answer by the designee of the provost.

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

Article XV: Special Conferences

Article XV: Special Conferences

Section A. Contract Administration

Special conferences for important matters of mutual interest may be arranged between the Grievance Committee Chairperson and the designee (as listed in Article XIV) of the provost. The University and GEO recognize a mutual interest in equity and access. Special conferences may be held to address equity and access issues, including but not limited to institutional equity, international students, health care benefits, and child care. Special 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 under this Section shall in no way establish any obligation to negotiate over any item discussed or that is the subject of any action taken under this Section. Further, no such matter or action shall alter any of the provisions of this Agreement, or the rights of either the University or the Union under the terms of

Article XV: Special Conferences

Article XVI: Changes Resulting in a Conference

the Agreement unless reduced to writing and signed by both parties.

Both the University and the GEO understand and agree that nothing in this Section, including any work product that results from these provisions, establishes any obligation to negotiate, nor will it in any way change or alter any of the provisions of this Agreement, or the rights of either the University or the Union under the terms of the Agreement unless reduced to writing and signed by both parties.

Article XVI: Changes Resulting in a Conference

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

1. Level of funding available to the department or unit for the employment of Employees;
2. FTE's available to the department or unit for Employees;
3. The work assignments or scope of responsibility for Employees caused by changes in the educational curriculum of the department or unit;

Article XVI: Changes Resulting in a Conference

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 XIV) 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 XVII: Class Size

Article XVII: Class Size

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

1. At the Union's request, once during each of Terms I and II, each department chairperson, or designee, shall arrange a meeting with interested Employees in the department and with the Union Representative, designated pursuant to Article XVI, to discuss class size.
2. Each department employing GSIs will establish a class size policy for classes to which GSIs are assigned. This class size policy will include, but need not be limited to, the maximum number of students in each section (recognizing the potential for reduction within sections with regard to programmatic need) and the maximum ratio of students to GSIs. The class size policy will be provided to any Employee upon request.
3. The department will have available, in writing, the method(s) for handling override authorization forms and person(s) who are authorized signers. No GSI shall be required to accept enrollees in excess of the maximum class or section size. Should a GSI wish to add enrollees beyond the established maximum, there will be no presumption of a change in appointment fraction.

Article XVIII: Curriculum

The special conference procedure (as set forth in Article XV) 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 XVIII: 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 XIX: Employee Training

Article XIX: Employee Training

Section A. Employee Training

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

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

Article XIX: Employee Training

credit for the program. The amount of time commitment to attend such a program by an Employee with a fraction of less than a .25 shall be reflected in pay at the hourly equivalent of the Employee's rate*, or included in the fraction.

Section B. Communicative Skills Testing and Training

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

1. Required Testing and Waiver

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

Article XIX: Employee Training

impermissible factors, as defined by Article IV of this Agreement. Prospective Employees who are informed that they will be required to take the training will be notified of the waiver criteria in writing.

2. Testing Procedure

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

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

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

Employees who desire it may request English language assistance. If a department approves such a request, the

Article XIX: Employee Training

Article XX: Tuition Waiver

assistance will be provided by the University. Upon initial employment, departments will inform Employees of this policy.

Section C. Lab Training

An Employee whose duties involve the use, maintenance, or management of a laboratory will be provided sufficient training in that laboratory's safe usage (i.e., lab training). This may include, but is not limited to, training in the supervision of students, in the conduct of procedures required to be performed by students, in the handling of hazardous materials, and in the operation of lab equipment. Lab training described herein that is provided as part of the appointment shall be reflected in pay at the hourly equivalent of the Employees' rate*, included in the fraction, or as academic credit for the program.

*The hourly equivalent of the Employee's rate will be computed by multiplying their Full Time Equivalent (FTE) rate by three (3) and dividing that product by 2,080 hours.

Article XX: Tuition Waiver

Employees with .237 or greater total employment fraction will pay no tuition.

Employees with a total employment fraction of:

.087 will pay an amount equivalent to 59%

Article XX: Tuition Waiver

Article XXI: Employee Rights

.137 will pay an amount equivalent to 49%

.187 will pay an amount equivalent to 39%

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

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 XXI: Employee Rights

Section A. Library Privileges

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

Section B. Personnel Records

Article XXI: Employee Rights

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

Section C. Instructional Materials

Any instructional materials required by the department chair or designee for a course being taught by the Employee or required of students taking the course will be provided at no cost to the Employee.

Section D. Office and Building Access

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

Section E. Resources

Appointing units will provide, without charge, appropriate space, tools, facilities and other resources necessary for

Article XXI: Employee Rights

the fulfillment of the Employee's assigned work obligations, including but not limited to:

1. office equipment necessary for duplicating and collating;
2. access to a computer and printer;
3. desk and work surface;
4. mailbox;
5. office supplies;
6. office space if office hours are required.

Departments are not required to provide individual photocopiers or computers or printers to Employees or to give them access to main departmental offices after office hours. This Article in no way assumes that Employees have unlimited copying rights or unlimited access to supplies. These supplies and services shall be available to the same extent and on the same terms as they are made available to faculty and lecturers for the performance of teaching duties.

Written hiring unit policies regarding the implementation of this Section, where they exist, shall be made available to Employees.

The special conference procedure (as set forth in Article XV) shall be available to discuss specific concerns related to implementation of this Section.

Article XXI: Employee Rights

Section F. Employee Advocacy

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

Section G. Health and Safety

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

Section H. Student Grades

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

Article XXI: Employee Rights

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

Section I. Work Hours

Appointing units will make reasonable efforts to ensure that all group work sessions involving GSIs (e.g., grading sessions) end before 1:00 a.m. In the event a group work session involving GSIs continues beyond 1:00 a.m., no GSI will be required to remain and work after that time. Any GSI who elects to leave as provided in this Section may be required to finish their work associated with the work session as soon as possible that same day or thereafter.

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

Section J. Privacy

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

Article XXI: Employee Rights

Section K. Kitchens

Where hiring units have kitchens available for use by Employees as of 9/1/11, Employees shall continue to have access to these facilities unless and until such kitchens may be re-tasked for alternative use.

Section L. Immigration

The International Center can provide advice and assistance with Employees' Immigration Status. Employees are responsible for their immigration paperwork and the timely initiation of the immigration process.

Section M. Biological Station

All Employees working at the University of Michigan Biological Station shall be subject to the same terms and conditions of room and board as apply to faculty working at the University of Michigan Biological Station.

Section N. Accommodations for Lactation

Where spaces exist for faculty or staff for the primary purpose of expressing breast milk, Employees shall have access to those spaces for the purpose of expressing breast milk. A list and map of such spaces will be maintained on the Work/Life Resource Center website. If no such space exists in reasonable proximity to an Employee's work site, the Employee's appointing unit will make a reasonable effort to designate an appropriate temporary space for the purpose of expressing breast milk.

Article XXI: Employee Rights**Article XXII: Policies and Procedures for Employees with Disabilities**

The University will allow time for an Employee to express breast milk, with the understanding that the Employee will not disrupt classroom or lab activities for this purpose.

Article XXII: Policies and Procedures for Employees with Disabilities**Section A. Americans with Disabilities Act**

The Americans with Disabilities Act (ADA) is a federal civil rights law which prohibits discrimination against qualified individuals with disabilities. The University of Michigan promotes the full inclusion of individuals with disabilities as part of its commitment to creating a diverse, inclusive community. It is the policy of the University of Michigan to comply with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and other applicable federal and state laws that prohibit discrimination on the basis of disability.

Additional information about the ADA can be found at the following websites:

<http://hr.umich.edu/oie/ada/adainformation.html>

<http://hr.umich.edu/oie/ada/adaresources.html>

Section B. University Organization

1. The provisions of this Article will be fully implemented no later than January 1, 2012.

Article XXII: Policies and Procedures for Employees with Disabilities

2. The University will maintain a central fund for implementing reasonable accommodations for Employees with disabilities. Exhaustion of the fund shall not be used as a reason for denying accommodation requests.

3. The University will designate a central office (“designated central office”) for responding to requests for accommodations for Employees with disabilities. This designated central office shall have in its charge:
 - a. managing the accommodations fund specified in B.2.;

 - b. receiving and maintaining Employee accommodation requests and supporting documentation;

 - c. advising employing schools or colleges, or appointing units as needed, in determining whether requested accommodations are “reasonable” as the term is defined in the Americans with Disabilities Act (“ADA”) and other applicable federal and state regulations;

 - d. coordinating with the administrative designee of employing schools or

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- colleges in implementing accommodations;
 - e. maintaining records of accommodations formally requested (according to C.4.a.i.) either through the designated central office or the administrative designee of an employing school or college, and the disposition of those requests;
 - f. compiling an annual report containing a summary of accommodations formally requested (according to C.4.a.i.), and the outcome of those requests, omitting information pertaining to specific individuals, and providing the report to GEO and/or Academic Human Resources upon request;
 - g. advising Employees about the accommodations process; and
 - h. providing guidance and training to employing schools or colleges and/or appointing units as needed about ADA compliance and compliance with the provisions of this Article, and best practices for interacting with Employees with disabilities.
4. Each employing school or college will designate an administrative contact ("administrative

Article XXII: Policies and Procedures for Employees with Disabilities

designee") who is responsible for communicating with necessary parties about accommodations requests made by Employees in that employing school or college.

5. The University will maintain standardized accommodation request forms, medical documentation forms, and accommodation approval forms. Employees will be able to access these forms through their employing school or college's administrative designee, the designated central office, and the website of the designated central office.
6. As specified in Article IX, Section C.8., employing units will include in their initial offer letters to all Employees a statement that the University complies with the ADA, contact information for the administrative designee for the employing school or college, and contact information for the designated central office.

Section C. Accommodations Procedure

1. The accommodation process may require discussion and consultation with the Employee's immediate faculty supervisor and/or other appropriate faculty or staff whose duties include the coordination and/or management of GSA appointments.

Article XXII: Policies and Procedures for Employees with Disabilities

2. An Employee need not disclose their medical condition or impairment to their immediate supervisor or appointing unit administrators in order to request a reasonable accommodation. An Employee, however, will be required to disclose such an impairment and/or medical condition to the designated central office as necessary to process an accommodation request. The designated central office may disclose the impairment and/or medical condition to the immediate supervisor or appointing unit faculty and staff only to further the interactive process. In the event the designated central office decides it is necessary to disclose the impairment and/or medical condition to the immediate supervisor or appointing unit faculty and staff to further the interactive process, the designated central office will inform the Employee prior to the disclosure.
3. Documentation involving accommodations will be kept separate from departmental academic records and Employee personnel files. Documentation related to accommodation requests will be available only to employing school or college administrators and/or appointing unit faculty and staff who are involved with the implementation of a reasonable accommodation. An Employee need not provide documentation concerning medical information (e.g., physician statements) to appointing unit faculty and/or staff in order to request the accommodation. An Employee, however, will be required to provide documentation concerning medical information to the designated central office as necessary to

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process an accommodation request. The designated central office may provide the documentation concerning medical information to the immediate supervisor or appointing unit faculty and staff only to further the interactive process. In the event the designated central office decides it is necessary to disclose documentation concerning medical information to the immediate supervisor or appointing unit faculty and staff to further the interactive process, the designated central office will inform the Employee prior to the disclosure.

4. Employee requests for accommodations will proceed according to the following steps:
 - a. Step One
 - i. The Employee seeking a disability accommodation may obtain an accommodations request form and medical documentation form through the administrative designee for the employing school or college, the designated central office, or the website of the designated central office. The Employee may submit the completed forms to the administrative designee or the designated central office physically or electronically. If the Employee submits the forms to the administrative designee, the administrative designee will submit the forms to the designated central office on a timely basis,

Article XXII: Policies and Procedures for Employees with Disabilities

recognizing Employees have limited term appointments. Accommodations requests may be made at any point during (or preceding) the term of employment.

- ii. The parties recognize that an Employee may make informal requests directly to the Employee's immediate faculty supervisor and/or appointing unit faculty and/or staff with responsibility for the Employee's GSI/GSSA appointment ("appointing unit contacts"). Further, the parties acknowledge that in doing so Employees are not required to contact the administrative designee or the designated central office about their request(s). Further, it is possible that appointing unit contacts responding to an informal request could agree to and implement said request without consulting the administrative designee and/or designated central office. In this event, the provisions of Step One (1) i. need not be followed (i.e., neither the administrative designee nor the designated central office need be involved). In the event an Employee makes a request to appointing unit contacts that is denied, the Employee may formally pursue a request for a disability accommodation through Step One (1) i. outlined above.

Article XXII: Policies and Procedures for Employees with Disabilities

b. Step Two

Following receipt of an Employee's completed accommodation request forms, the designated central office will initiate an interactive process with the Employee and the employing school or college's administrative designee. At the conclusion of that process, the designated central office will provide the Employee written notice as soon as possible (e.g., via email) whether the accommodation will be implemented, keeping in mind that the Employee is on a limited term appointment. The designated central office will also notify the employing school or college's administrative designee, who will notify the appropriate contacts in the appointing unit.

If the accommodation request is granted, the designated central office will facilitate, in consultation with the employing school or college's administrative designee, the steps required to implement the accommodation.

If the accommodation request is denied, the designated central office will notify the Employee, and provide the Employee with the reason for the denial as soon as possible. If an accommodation request is denied due to the nature of the

Article XXII: Policies and Procedures for Employees with Disabilities

accommodation requested, the designated central office and the employing school or college administrative designee will make a reasonable effort, in cooperation with the Employee, to continue the interactive process in order to determine whether an equally effective reasonable accommodation is available.

5. The Employee may use a communication from the designated central office notifying the Employee that their accommodation request has been granted as supporting documentation for future accommodation requests. The fact that a previous accommodation request has been granted does not mean all future requests will be granted. The facts and circumstances of subsequent requests

will be assessed at the time of the subsequent request.

6. Nothing in this Article shall be interpreted to preclude Employees' use of the Grievance and Arbitration Procedure as described in Article XIV. A grievance alleging a violation of this Article must be initiated at Step Three of the grievance procedure, and must be submitted within forty (40) calendar days following reasonable knowledge of the facts giving rise to the grievance.

**Article XXII: Policies and Procedures for Employees with
Disabilities**

Article XXIII: Past Practices

Section D. Administrative Training

The designated central office will provide professional training for the administrative designees concerning the processes outlined above, as well as best practices as stated in Section B.3.h. of this Article.

Article XXIII: Past Practices

Section A. Employees' Representation on Committees

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

Section B. Lounges

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

Section C. Coffee-making Facilities

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 XXII: Policies and Procedures for Employees with Disabilities

Article XXIV: Waiver

Section D. Mail Receptacles

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: 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 XXVI, 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 XXV: Law Savings Clause

Article XXV: Law Savings Clause

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

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

In the event an action is brought before a state court of competent jurisdiction regarding the offering or maintaining of benefits for Other Qualified Adults (comparable to those offered by the University) to employees of a state or other governmental institution, including but not limited to public colleges, universities or other public school systems, and said court determines that the plan in question violates the Michigan Constitution, specifically Article 1, § 25, either party may

Article XXVI: Term of Agreement

exercise the right to reopen negotiations under the Law Savings Clause of the Agreement.

Article XXVI: Term of Agreement

This Agreement between the Graduate Employees' Organization and The University of Michigan shall be effective from and after the date that the Union notifies the University of ratification up to and including May 1, 2017.

If either party desires to amend or modify this Agreement, written notice to that effect shall be given to the other party by October 31, 2016. It is understood that following such notice, negotiations will begin by November 12, 2016, unless mutually agreed otherwise. The parties agree to reach a tentative agreement by March 1, 2017. The Parties may extend the March 1, 2017 deadline by written agreement.


In the event that a successor Agreement is not negotiated by 11:59 p.m. May 1, 2017, this Agreement shall continue in full force and effect unless thirty (30) days' written notice of termination is given by the Union or the University.

Executed this 26th day of March, 2013.

Article XXVI: Term of Agreement

IN WITNESS WHEREOF, the parties have set their hands this 26th day of March, 2013.

THE REGENTS OF THE
UNIVERSITY OF MICHIGAN


Jeffrey Franklin
Chief Negotiator

GRADUATE EMPLOYEES'
ORGANIZATION


Elizabeth Rodrigues
Chief Negotiator

MOU I. Work/Life Resource Center

MOU II. Summer Benefits

MEMORANDA OF UNDERSTANDING

I. Work/Life Resource Center

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

II. Summer Benefits

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

MOU III. Compliance with the Family Medical Leave Act

MOU IV. International Graduate Student Training

III. Compliance with the Family Medical Leave Act

The University will comply fully with the Family Medical Leave Act (FMLA). The Union and the University agree to include Employees' Other Qualified Adults under the definition of "immediate family member" in connection with all FMLA provisions.

IV. International Graduate Student Training

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

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

MOU V. Implementation of a Job Posting Website
MOU VI. Child Care Subsidy Pilot Program
MOU VII. Lactation Accommodations

V. Implementation of a Job Posting Website

MOU V. has been deleted.

VI. Child Care Subsidy Pilot Program

The parties agree that the remaining \$149,000 of the pilot program for the Child Care Subsidy will be extended through the end of Winter Semester 2014.

At the end of the Winter Semester 2014, the pilot program will end and any unused funds will revert to the University.

VII. Lactation Accommodations

The University and GEO have a mutual interest in increasing the quality and accessibility of spaces made available for expressing milk on campus (i.e. personal rooms, etc.). In pursuit of this goal, the University's Work/Life Resource Center is in the process of auditing current and potentially available spaces and is working individually with building/facility managers to support development of new spaces. The University acknowledges the importance of having available space for the purpose of expressing milk on campus and will make reasonable efforts to meet the following guidelines for appropriate space as referenced in Article XXI, Section N. by September 2012.

MOU VII. Lactation Accommodations
MOU VIII. Implementation of Benefits Changes

The designated campus spaces will be shielded from view and free from intrusion from coworkers and the public. A bathroom, even if private, is not a permanent permissible location. The location must be functional as a space for expressing breast milk. If the space is not dedicated to nursing mothers' use, it must be available to nursing mothers when needed.

If an Employee is not able to locate available space for expressing milk on campus, she can contact Academic Human Resources at 734-763-8938.

VIII. Implementation of Benefits Changes

1. For the period beginning with the date of ratification of the 2013 collective bargaining agreement between the University of Michigan and the Graduate Employees' Organization, until December 31, 2013 the parties agree that current Employees who are enrolled in a group health insurance plan other than GradCare as of the date of ratification may continue enrollment in that plan through December 31, 2013.

2. As of the date of ratification of the 2013 agreement, newly hired Employees who enroll in a health insurance plan will have access to GradCare only.

MOU VIII. Implementation of Benefits Changes

3. Effective May 1, 2013, Employees on the Flint campus must have a .25 or greater employment fraction in a term to be eligible to participate in the GradCare health insurance plan (medical and prescription drugs). Any Employee on the Flint campus appointed as of the date of ratification of the agreement will remain eligible to participate in GradCare, regardless of the Employee's employment fraction, until April 30, 2014. Eligibility for GradCare for these individuals appointed after April 30, 2014 will be subject to the provisions of Article XI, Section A for the Flint campus.

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

APPENDICES

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

The College of Literature, Science, and the Arts strongly supports the employment of Graduate Student Instructors (GSI) from diverse educational, linguistic and cultural backgrounds and values their contribution to the College community. In recognition of the particular challenges of working as a GSI in a different educational system, in potentially new classroom cultures, and perhaps in a different language, graduate students from non-English medium undergraduate educational backgrounds who are candidates for GSI positions in LSA have the opportunity to be part of a special training course sponsored by LSA and conducted jointly by the English Language Institute (ELI) and the Center for Research on Learning and Teaching (CRLT). The course, ELI 994 College Teaching in the U.S.: Pedagogy, Culture and Language, provides participants with practice in classroom English and in leading discussion sections and labs. It provides perspectives on aspects of the U.S. educational system such as office hours and aspects of the culture of the University of Michigan undergraduate classroom.

As part of the training, the College of LSA also requires that potential GSIs whose undergraduate medium of

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

instruction is not English be evaluated for effective proficiency in classroom English. Effective proficiency includes fluent and intelligible speech, the ability to understand the English spoken by the undergraduate students, the ability to produce organized, coherent explanations, and the ability to contribute to the development of interactions with their students.

Graduate students are exempt from ELI 994 and the Graduate Student Instructor Oral English Test (GSI-OET) if they hold an undergraduate degree from a U.S. college or university, or an undergraduate degree from a college or university where English is the exclusive medium of instruction. The Department Chair can also refer to the course potential GSIs who need additional language instruction and/or introduction and orientation to the American university classroom and community. If referred, attendance and satisfactory completion is required as a condition of employment as a GSI. Students who are exempt may take the training course on a space-permitting basis.

As part of the training and testing, graduate students are required to demonstrate their effective proficiency by taking the GSI-OET conducted by independent evaluators from the Testing Division at the ELI and a faculty representative from the department in which the prospective GSI will be teaching.

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

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

Such alternative support is contingent on the student's concurrently fulfilling ELI course requirements identified in the GSI-OET. This Test is provided at no cost to the student, and the ELI courses are available from the College to enrolled students. Although there is no limit to the number of times one can retake the GSI-OET, a student must complete the post-OET requirements to be eligible for a retest.

There are two options for the training course during the year. There will be a Winter semester course (ELI 994) and a Summer course (both 2 credits), the latter only for new, first-term prospective GSIs. For LSA graduate students who are not required to attend the Summer ELI 994 course but

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

who would like to, prior written approval from the appointing department is necessary.

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

For any LSA graduate student who is required to attend the Summer LSA ELI 994 course, the University provides housing in a designated University facility and a living allowance of \$35 per day. For those who do not choose to live in the designated facility, there are no cash alternatives. Please review the tax treaty information at: <http://www.finops.umich.edu/payroll/forms/taxtreaties>

to see if you qualify for a tax exemption.

Matriculating students from a non-LSA school or college must be nominated by an LSA department to participate in the Summer LSA ELI 994 course. The Rackham Graduate School will provide funds for housing in a designated University facility and a living allowance of \$35 per day, for non-LSA graduate students attending the Summer LSA ELI

Appendix B: Elliott-Larsen Civil Rights Act

994 course. For those who do not choose to live in the designated facility, there are no cash alternatives. Please review the tax treaty information at:

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to see if you qualify for a tax exemption.

B. Elliott-Larsen Civil Rights Act

Sec. 202. (1) An employer shall not do any of the following:

- (a) Fail or refuse to hire, or recruit, or discharge, or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition, or privilege of employment, because of religion, race, color, national origin, age, sex, height, weight, or marital status.
- (b) Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity, or otherwise adversely affects the status of an employee or applicant because religion, race, color, national origin, age, sex, height, weight, or marital status.
- (c) Segregate, classify, or otherwise discriminate against a person on the basis of sex with respect to a term, condition, or privilege of employment,

Appendix B: Elliott-Larsen Civil Rights Act

including, but not limited to, a benefit plan or system.

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

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

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