

# AGREEMENT

The Regents of the  
University of Michigan

&

Graduate Employees' Organization

American Federation of Teachers,  
AFL-CIO Local 3550

August 25, 2023 – May 1, 2026





# Table of Contents

## Articles

Article I: Recognition and Definitions.....	1
Article II: University Rights.....	8
Article III: No Interference.....	9
Article IV: Anti-Discrimination and Equal Opportunity Employment.....	11
Article V: Payroll Deduction of Union Dues.....	15
Article VI: Union Rights.....	21
Article VII: Information.....	25
Article VIII: Job Security.....	28
Article XI: Job Postings, Distribution of Postings, Notification, and Hiring Procedures.....	33
Article X: Salaries.....	44
Article XI Benefits.....	53
Article XII: Child Care.....	59
Article XIII: Leaves of Absence.....	61
Article XIV: Grievance and Arbitration Procedures.....	67
Article XV: Special Conferences.....	79
Article XVI: Changes Resulting in a Conference.....	80
Article XVII: Class Size.....	81
Article XVIII: Curriculum.....	83

Article XIX: Employee Training.....	84
Article XX: Tuition Waiver.....	88
Article XXI: Employee Rights.....	89
Article XXII: Policies and Procedures for Employees with Disabilities.....	96
Article XXIII: Past Practices .....	104
Article XXIV: Waiver.....	105
Article XXV: Law Savings Clause.....	106
Article XXVI: Term of Agreement .....	107

**Memoranda of Understanding**

I. Work/Life Resource Center.....	109
II. Summer Benefits.....	109
III. Compliance with Family Medical Leave Act.....	109
IV. International Graduate Student Training .....	110
V. Lactation Accommodations.....	111
VI. Continuation of Dues Authorization.....	111
VII. E-Signatures.....	112
VIII. Diversity, Equity and Inclusion GSSA .....	112
IX. GSSAs for Disability Culture and Accessibility.....	112
X. Required Disclosure of Felony Charges and/or Convictions.....	113
XI. Speech Therapy for the Treatment of Gender Dysphoria .....	114

XII.	Laser Hair Removal for Treatment of Gender Dysphoria.....	115
XIII.	Expanded Coverage of Gender Affirming Benefits .....	116
XIV.	Gender Affirming Care In-Network.....	116
XV.	Special Conference for Review of Gender Affirming Medical Coverage.....	117
XVI.	Mental Health Copayments .....	118
XVII.	Physical Therapy Copayments.....	118
XVIII.	Reproductive Healthcare Coverage.....	119
XIX.	GradCare Coverage of Neurodevelopmental Disorders.....	119
XX.	Health and Safety Protections.....	120
XXI.	Special Conference for Disability Accommodations.....	121
XXII.	Special Conference for Disability Infrastructure.....	122
XXIII.	International Graduate Workers Assistance Fund.....	123
XXIV.	Transitional Funding Pilot Program .....	125

## **Appendices**

A.	Policy for Graduate Student with Non-English Medium Undergraduate Backgrounds Who Seek GSI Positions in the College of Literature, Science and the Arts .....	127
B.	Elliott-Larsen Civil Rights Act.....	130
C.	GradCare University Contribution Formula.....	132



# **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
  - b. graduate student staff assistant.

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

**Article I: Recognition and Definitions**

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 they:
  - a. are enrolled in a graduate degree program in the term of the appointment and have been registered or on detached study in any of the nine (9) preceding terms (for purposes of this 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 are registered or on detached study and in their first semester of graduate study, and
  
  - b. have not yet received the degree from the program in which they were enrolled; and



- c. have not permanently withdrawn or had their active status in the graduate level program terminated. Any such termination must be issued prior to their 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
  - 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

## Article I: Recognition and Definitions

- 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.

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.

## Article I: Recognition and Definitions

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.

The University and the Union share an interest in ensuring positions are classified appropriately. In the event the Union identifies job postings that might indicate potential position misclassification, the University will, in good faith, review the allegedly misclassified position and evaluate the matter to assess whether the position is in fact misclassified. The University will notify the Union, in writing, of the outcome of its evaluation. If the University's decision includes a determination of the position's academic relevance, the University will provide the Union with the rationale regarding this determination in writing.

- 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).
- 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.

## **Article I: Recognition and Definitions**

### **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 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

## **Article I: Recognition and Definitions**

regarding the acceptability of an employment position as meeting a degree requirement.

The Arbitrator shall, however, have authority to determine the factual matter of whether an employment position has or has not been certified as meeting a degree requirement by the department or degree program in which the degree is being pursued.

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

## **Article II**

### **University Rights**

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

### **Article III**

#### **No Interference**

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

In the event of any such action or interference, and on notice from the University, the Union, through its officials, will immediately disavow such action or interference. 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.

### **Article III: No Interference**

Effective immediately upon such notice, Article V, Payroll Deduction Authorization for Dues, shall become null and void as set forth in Article V, Section E.

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. Article III: No Interference

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 impermissible factors as defined below and as consistent with the state of Michigan Elliot-Larsen Civil Rights Act of 1976. Refer to Appendix B 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.
  
2. Impermissible Factors: “Impermissible factors” means an Employee’s race, creed, color, religion, national origin, ancestry, genetic information, marital status, familial status, parental status or pregnancy status, sex, gender identity or expression (whether actual or perceived), 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, medical conditions including those related to pregnancy, childbirth, and breastfeeding, arrest record, or any other factor irrelevant to their employment status or function
  
3. The Union and the University recognize the right of Employees to work in an environment free from harassment in accordance with this Article and University policy. In the event an Employee alleges harassment through this collective bargaining agreement or the Office of Institutional Equity procedures, and if measures to transfer the Employee are contemplated, the University will notify the Employee that they are allowed to have Union representation during discussion about the possibility of such a transfer.

#### Article IV: Anti-Discrimination and Equal Opportunity Employment

4. Definition of Discrimination: Discrimination towards an Employee may occur on or off campus. Any of the following constitute “discrimination”:
  - a. conduct based on an impermissible factor that adversely affects a term or condition of an Employee’s employment.
  - b. using an impermissible factor as the basis for or a factor in decisions adversely affecting an Employee’s employment.
  - c. retaliation in the employment context against an Employee who raises concerns regarding discriminatory conduct.
  - d. conduct that has the purpose or effect of interfering with an Employee’s employment performance or creating an intimidating, hostile, offensive, or abusive environment for that individual’s employment. This conduct may include prohibited conduct as defined by relevant University Standard Practice Guides and sexual misconduct policies. This conduct may include, but is not limited to:
    - i. harassment. “Harassment” means conduct directed toward a member of the bargaining unit that includes, but is not limited to, unconsented contact, verbal abuse, threats, intimidation, or intentionally refusing to address an Employee by their preferred gender pronouns. 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 adversely

#### Article IV: Anti-Discrimination and Equal Opportunity Employment

affects the Employee's employment. Harassment may occur in a pattern or be a single incident, and may be directed towards one individual, or it may be a pattern of behavior directed towards multiple individuals.

- ii. sexual harassment and sexual misconduct. "Sexual harassment" defines a subset of harassment and includes but is not limited to: gender-based harassment (including harassment emerging from the impermissible factors concerning gender identity and expression), unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature. "Sexual misconduct" includes unwelcome sexual contact, intimate partner violence, and stalking. Sexual harassment and misconduct occur under the following conditions:
  1. submission to or rejection of the conduct or communication by an Employee is used as a factor in decisions affecting their employment; or
  2. the conduct or communication has the purpose or effect of substantially interfering with an Employee's employment, or creating an intimidating, hostile, offensive, or abusive employment environment.

## **Article IV: Anti-Discrimination and Equal Opportunity Employment**

### **Section B. 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, their 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 C. 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 add the category or categories during the term of the Agreement.

### **Section D. 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 E. 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 their employment functions, unless the accommodation(s) would impose an undue hardship as provided under the Americans with Disabilities Act.

## **Article V**

### **Payroll Deduction Authorization for Union Dues**

#### **Section A. Dues Payment**

Payment of dues may be voluntarily tendered or paid to the union by the method selected on the “Graduate Employees’ Organization (GEO) Payroll Deduction Authorization for Dues Card”.

During the term of this Agreement, the University will deduct current Union Dues from the wages or any other payment processed through and by the University Payroll Office for each Employee who authorizes such deduction by using the Payroll Deduction Authorization for Dues Card. Graduate Employees’ Organization Payroll Deduction Authorization for Dues Card will be available exclusively from the Union.

Following execution of the card, the Employee will submit it to the Union. The Union shall provide the Authorization for Payroll Deduction for Dues Cards to the University Payroll Office. No payroll deduction will occur prior to the University receiving a valid notice and authorization card as provided in this Article. No retroactive deductions will be made (i.e., deductions of dues for periods preceding the receipt by the University of a valid notice and authorizations card, or a copy thereof, as provided in this Article).

#### **Section B. Payroll Deduction Process**

Payroll deductions of Union Dues shall be made from the wages due Employees on the last payday of each month in October, November and December for Term I; February, March and April for Term II; and June and August for Term III; provided, however, that no deduction shall be made unless, by the fifteenth (15<sup>th</sup>) of the month during which a deduction is to be made, (1) the University Payroll Office has received a signed Payroll Deduction Authorization for Dues Card (or a copy thereof), and

**Article V: Payroll Deduction Authorization for Union Dues**

(2) the Union has certified the Employee's auto-deduction status to University Payroll and(3) the Union has certified the rate of Union Dues to University Payroll as specified in Section C. 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 [month], [year]:

In accordance with Section C. 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) working day of the month following the month in which the deductions were made Signed Payroll Deduction Authorization for Dues Cards for each employee listed have been provided to the University Payroll Office

Signed,  
Financial Officer, Graduate Employees  
Organization”

## **Article V: Payroll Deduction Authorization for Union Dues**

In the event that a payroll deduction for an Employee is processed incorrectly, the University will correct the error for the Employee within seven (7) working days of being informed of the error by either the Employee or the Union.

By signing the Payroll Deduction Authorization for Dues card described in Section D., an Employee agrees to have their Union Dues deducted from their paycheck.

An employee may voluntarily revoke previously authorized payroll deductions by submitting written notification to the University Payroll Office on the Payroll Deduction Authorization Cancellation Form and submit the form to the University Payroll Office. The University will make reasonable efforts to process cancellation forms in a timely manner. Payroll deductions shall terminate when a cancellation form has been received by the University Payroll Office at least thirty (30) calendar days prior to the monthly payroll.

Cancellation forms received less than thirty (30) calendar days prior to the monthly payroll will be effective no later than the monthly payroll of the following month.

The University shall forward a copy of the cancellation form to the union within seven (7) working days. If the employee submits the cancellation form to the Union, the Union shall forward the form to University Payroll as soon as possible for processing.

### **Section C. 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, 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 in October, November, December, February, March and April. The Union

**Article V: Payroll Deduction Authorization for Union Dues**

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 an 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 must be received by the University at a place designated by the University no later than ninety (90) days before the change will become effective. Such changes are limited to not more than two (2) occurrences annually.

All sums deducted by the University shall be 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 (5<sup>th</sup>) 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 (5<sup>th</sup>) working day of the month following the month in which the deductions were made.

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



## Section D. Deduction Authorization Card

Graduate Employees' Organization  
Payroll Deduction Authorization for Dues Card

Name  
Employing Department:  
Enrolled  
Department  
UMID# \_\_\_\_\_  
Email Address of  
Employee Address of  
Employee

The GEO is the legal collective bargaining unit for Graduate Student Instructors and Staff Assistants at the U of M as defined in Article I, of the UM/GEO Agreement. 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.

I authorize the University of Michigan to deduction from my wages GEO membership dues through payroll deduction. Your Union Dues will typically be deducted from your paycheck in the months of October, November, and December (Fall Term); February, March, and April (Winter Term); June (Spring Term); and August (Summer Term). Authorization of deduction shall be effective whenever you are employed as a GSI or GSSA, unless revoked by you (i.e, unless revoked, my election will carry forward unchanged into subsequent appointments covered by UM/GEO Agreement). You may voluntarily revoke previously authorized payroll deductions by submitting written notification to the University Payroll Office on the Payroll Deduction Authorization Cancellation Form and submit the form to the

**Article V: Payroll Deduction Authorization for Union Dues**

University Payroll Office. Payroll deductions shall terminate when a cancellation form has been received by the University Payroll Office at least thirty (30) calendar days prior to the monthly payroll.

Cancellation forms received less than thirty (30) calendar days prior to the monthly payroll will be effective for the immediately following month.

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

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

Revised 2017

**Section E. Compliance with Article III**

The rights, responsibilities, and obligations set forth in this Article Payroll Deduction Authorization for Dues is 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, Payroll Deduction Authorization for Dues shall become null and void.

**Section F. 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 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 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.

In addition, the Employer shall provide the Union with bulletin board space designated with the Union's name for its exclusive use in twenty (20) mutually agreed upon areas for the purpose of posting Union notices. Such space in each area will be large enough to hold four (4) 8-½ inch by 11-inch sheets. Ten (10) of these bulletin board spaces will be on the Ann Arbor campus, five (5) spaces will be on the Flint campus, and five (5) spaces will be on the Dearborn campus.

### **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

## **Article VI: Union Rights**

an employer. This provision does not imply endorsement by the University of any outcome with respect to such an application.

### **Section E. Orientations**

Sixty (60) days prior to the start of each academic year, the University will provide the Union with the names and umich emails 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 forty-five (45 ) minutes available to the Union. The units should endeavor to schedule this forty-five (45) minutes during a break in the first new employee training session or its first meeting. If the unit is unable to accommodate scheduling during a break, then the union would have the ability to decide whether it is scheduled before or immediately after the meeting. The union's orientation will not be required to start before 8 am or after 7:30 pm. Written notification of the Union presentation shall be included on the agenda of the department training or meeting. The agenda, along with names of GSIs/GSSAs and University emails of expected participants, shall be shared with the Union at least two business days prior to the meeting, conditional upon timely request by the Union. The union presentation will be scheduled in the same room, if possible, or with directions to the new room in the same building. The new room shall have adequate capacity to accommodate all Employees present at the Employee training session or first meeting of new Employees.

For appointing units that use an asynchronous, remote training module, including the asynchronous CRLT module, for their orientations, they will provide the Union, upon request, a list of names of new GSIs/GSSA in their unit. The Union can schedule up to two (2) orientations per appointing unit with the new Employees in these units. The dates and times of these

orientations will be communicated by the unit via email to the new Employees. The union will provide the dates and times of these orientations to Academic Human Resources, along with the list of the Employees in each unit, and Academic Human Resources will also communicate the dates and times of the union orientations to new Employees via email.

Upon request of the union, once a semester Academic Human Resources will share with the union the total count of Employees who viewed the GEO CRLT module. The module will also be listed as the first module under the “optional” section of the CRLT training for Employees.

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.

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 University shall not attempt to dissuade attendance of Employees at a Union presentation. University representatives and Employee supervisors, including but not limited to University or Department presenters scheduled during the orientation, shall not be present at Union presentations.

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 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 three hundred (300) paper copies of this Agreement with the copies being distributed between the two parties equally. The University and the Union will publish copies of this Agreement on their respective websites. 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**

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**

The University will provide to the Union, at no cost to the Union, weekly 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, uniqlname, enrolled department code, enrolled department name, program type, 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 campus work address, Employee campus work phone number, Employee permanent address, Employee permanent phone number, dues 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 employing school or unit, ages, race, sex and citizenship status of currently appointed Employees. This report will be provided before the end of the third month of each term.

The University will send the reports via email as a file attachment to a message addressed to an e-mail address designated by the

## **Article VII: Information**

Financial Officer of the Union. The University Payroll Office will additionally provide information concerning Dues 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 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**

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.



**Section E. Union Report to University**

The Union will provide the University, at no cost to the University, a report containing information on all current GEO elected officials. This report will be provided to the University on the first day of each academic term (Term I, II, and III) via email to the University's Contract Administrator.

This report shall include the following data elements in comma delimited format: first and last name (legal, or, if available, preferred), unixname, current GEO position, area of representation, GEO email address, and preferred method of contact. Any changes to the list shall be reported promptly to the University's Contract Administrator via email.

## **Article VIII**

### **Job Security**

#### **Section A. Period of Employment and Termination**

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

1. Terms I and II: In good standing as a student in a graduate degree program and registered for six (6) or more 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.

A student who is graduating at the end of the semester that the appointment applies and does not need six (6) or more credits to fulfill their credit requirement for graduation may, with written approval from their graduate program and attestation of graduation from the student, meet the requirements with at least one (1) three (3) credit course.

2. Term III: In good standing as a student in a graduate degree program, but no registration required as a condition of employment.

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

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

In the event an Employee believes a health condition may impact the Employee's employment performance, the Employee may request and accommodation under Article XXII of this Agreement. The Employee may elect to inform their faculty supervisor or Human Resources of their condition and request union representation.

In cases of unsatisfactory employment performance, including cases of misconduct, or cases involving an underlying health condition, 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

## **Article VIII: Job Security**

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

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

### **Section B. Procedures**

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

Employee's guilt.

### **Section C. Appeals**

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

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

### **Section D. Sexual Harassment**

Any claim of Sexual Harassment made against an Employee covered by this Agreement which arises out of their 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.

### **Section E: Voluntary Resignation**

An Employee may choose to voluntarily resign their employment. Prior to processing a voluntary resignation employing department will first inform the Employee of the leave options by communicating the following statement to the Employee:

“Before resigning your employment, it is important that you are aware that doing so may result in the loss of compensation and benefits (including healthcare and tuition waiver). You may be eligible to take leave instead of resigning your employment. The terms and conditions of your employment as a Graduate Student Instructor or

## Article VIII: Job Security

Graduate Student Staff Assistant are governed by a collective bargaining agreement between the Regents of the University of Michigan and the Graduate Employees' Organization (the "UM/GEO Agreement").

More detailed information about your leave options can be found in Article VIII (Leaves of Absence) of the UM/GEO Agreement at <https://www.geo3550.org/rights-benefits/our-contract/#articleXIII>. If you are considering taking leave and have any questions or concerns about your leave options, please contact your department human resources."

After the employing department has informed the Employee of their leave options, the Employee may then attest in writing and confirm with signature. If the employing department does not receive a response within 5 business days, the unit may process as a voluntary resignation effective 5 business days after the above statement was sent to the Employee.

If the Employee is not notified of their leave options using the language above, voluntary resignation of employment cannot be processed.

If an Employee is nonresponsive to an employing department, HR or the designated Graduate office will notify the union. The union will attempt to contact the employee. If they cannot be reached within 5 business days, the department can initiate the termination process. However, in such cases, the employee can request medical leave retroactively if they would have been eligible to do so as long as the request comes within the term of the appointment.

Nothing in the provision prevents the department from initiating termination under Section A of this Article if an Employee fails to perform work as assigned.

**Article IX**  
**Job Postings, Distribution of Postings, Notification, and Hire**  
**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.

The University shall host a webpage containing information about GSI and GSSA employment. Included on the webpage will be the prior academic year's (fall and winter) percentage of master's students who worked as GSI or GSSA by appointing unit. This information will be updated prior to each fall semester. Additionally, appointing units shall include a link to this webpage on their department or unit websites.

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 should 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 Hire 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). Job postings should also include required availability (dates and times), for example for class sessions and additional scheduled field trips, to the extent that information is available at the time the job is posted. If dates and times for required availability cannot be finalized at the time the job is posted, the posting must include the total number of hours of required availability outside of normal working hours, if any, and, in general terms, when any required availability outside of normal working hours will be.
- b. The minimum and desired qualifications for employment and a description of selection and decision-making procedures. This description of qualifications shall include the role, if any, of student evaluations and past instructional experience. The decision-making procedures shall include the role of applicant preferences for course placement and procedures and criteria for late appointments.



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

- 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 their 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, genetic information, marital status, familial status, parental status or pregnancy status, sex, gender identity or expression (whether actual or perceived), 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, medical conditions including those related to pregnancy, childbirth, and breastfeeding, arrest record, 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 their preferred assignment, they can request a written explanation or an 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.
  - i. The following statement: “Standard Practice Guide 601.38, *Required Disclosure of Felony Charges and/or Felony Convictions*, applies to all Graduate Student Assistants (GSAs). SPG 601.38 may be accessed on line at <https://spg.umich.edu/policy/601.38>, and its relation to your employment can be found in MOU X of your employment contract.”
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 shall not be distributed via the University job postings website under the following circumstances:

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

- 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;
- 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.a and 5.b are not “available positions,” as the term is used in this Article. If the job includes among its explicit qualifications that the Employee be enrolled in the appointing unit, the job is considered a “limited availability position” and need not be distributed via the University job postings website. If distributed via the University job postings website, limited availability positions should be prominently labeled at the top of the posting.

6. For available positions as defined in this article, the Employer will require the following stipulations:
  - a. Hiring units will not require students to submit application materials through any system separate from the University job postings website.
  - b. Except for teaching positions in a studio course, each position application will require only a statement of interest (either in the form of a cover letter or short essay), a resume/CV, a transcript or transcripts, teaching history and evaluations, and a ranking of multi-position applications when relevant. For first-round applications, hiring units will not require

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

- c. supplemental application materials such as recommendation letters, any essays in addition to the statement of interest, or letters from an academic advisor.
- d. Postings will clearly state when an instructor prefers or requires for their GSI to have taken the class previously.
- e. When a multi-position posting includes positions available to applicants with guaranteed funding, hiring units will specify how many of the positions are available to those applicants, as of the date of the posting, when that information is available.
- f. Each job posting will include the number of applications received for the position in the previous academic year, when that information is available.

### **Section B. Notification**

1. Upon request, the appointing unit will inform an applicant of their status.
2. Once the posting has been filled, appointing units will provide notification to all unsuccessful applicants within 10 business days, after the position has been formally accepted. Notice will be by email.
3. 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

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

event that there are last- minute openings for available positions. 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 positions in the semester for which the unsuccessful applicant originally applied, will:

- 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:
  - a. For limited availability positions described in

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

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 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, including required availability (dates and times) for class sessions, additional scheduled field trips, or other constraints on the employee's schedule, to the extent that information is available at the time

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

the job is posted. If dates and times for required availability cannot be finalized at the time of hiring, the Employer must specify the total number of hours of required availability outside of normal working hours, if any, and, in general terms, when any required availability outside of normal working hours will be.

- 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 and the Graduate Employees’ Organization (the “UM/GEO Agreement”).
- 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 expect to spend on employment duties. The fraction calculation form must be signed by the Employee’s direct

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

supervisor. 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.

- l. An onboarding checklist, including: general employment information and a section for each unit to include unit specific information for new GSIs/GSSAs
  - m. 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.”
  - n. The following statement: “The University recognizes that many international graduate students’ visas (e.g., F-1 and J-1 visas) prohibit them from working more than 20 hours per week. The University and its appointing units are committed to working with and supporting graduate students in these circumstances to meet these requirements. If you have any questions, the International Center contact number is (734) 764-9310.”
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.



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

For more information on this assistance, a contact name in the hiring department should be specified.

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 F. 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 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.

Employees may submit a written request on a form provided by the University to receive an advance on the salary due for the full month of September employment, provided that the request is timely received by the Payroll Office and that the Employee's HR job data is timely entered into M-Pathways. Salary advances will be offset against the September monthly paycheck.

The schedule for requesting pay advances is:

Fall 2023

1. Receive forms by Friday 8/25/23, to be processed in weekly payroll on Thursday 8/31/23, for payment date Friday 9/1/23 (one business day early due to Labor Day).

2. Receive forms by Friday 9/1/23, to be processed in weekly payroll on Thursday 9/7/23, for payment date Monday, 9/11/23.

Fall 2024

1. Receive forms by Friday 8/23/24, to be processed in weekly payroll on Thursday 8/29/24, for payment date Friday 8/30/24 (one business day early due to Labor Day).
2. Receive forms by Friday 8/30/24, to be processed in weekly payroll on Thursday 9/5/24, for payment date Monday, 9/9/24.

Fall 2025

1. Receive forms by Friday 8/22/25, to be processed in weekly payroll on Thursday 8/28/25, for payment date Friday 8/29/25 (one business day early due to Labor Day).
2. Receive forms by Friday 8/29/25, to be processed in weekly payroll on Thursday 9/4/25, for payment date Monday, 9/8/25.

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:

## Article X: Salary

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.
3. Multiplying the result of 1. by the result of 2. and prorating the amount over the remainder of the employment period.

For the purpose of this Section, employment period is defined as Fall Term, Winter Term Spring/Summer Term, Spring Term, or Summer Term in accord with the respective Ann Arbor, Dearborn, and Flint campuses' academic calendars.

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 August 29, 2022, to August 27, 2023 was \$24,055 for Employees on the Ann Arbor and Dearborn Campuses.

The minimum full-time equivalent salary rate for four (4) full calendar months of employment from August 29, 2022, to August 27, 2023, was \$20,416 for Employees on the Flint Campus.

**Section C. Adjustments to the Minimum Full-Time Equivalent Salary Rate on the Ann Arbor Campus**

Effective August 28, 2023, the minimum full-time salary equivalent rate for Employees on the Ann Arbor campus shall increase by 8.0 %.

Effective August 26, 2024, the minimum full-time salary equivalent rate for Employees on the Ann Arbor campus shall increase by 6%.

Effective upon the Academic Year 2025 start date as determined by the University, the minimum full-time salary equivalent rate for Employees on the Ann Arbor campus shall increase by 6%.

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

Effective August 28, 2023, the minimum full-time salary equivalent rate for Employees on the Flint campus shall increase by 9.3%.

Effective August 26, 2024, the minimum full-time salary equivalent rate for Employees on the Flint campus shall increase by 9.3% percent.

Effective upon the Academic Year 2025 start date as determined by the University, the minimum full-time salary equivalent rate for Employees on the Flint campus shall increase to equal the minimum salary equivalent to the Dearborn campus for the Academic year 2025.

**Section E. Adjustments to the Minimum Full- Time Equivalent Salary Rate on the Dearborn Campus**

Effective August 28, 2023, the minimum full-time salary equivalent rate for Employees on the Dearborn campus shall increase by 3.5%

Effective August 26, 2024, the minimum full- time salary equivalent rate for Employees on the Dearborn campus shall

## Article X: Salary

increase by 3.5%.

Effective upon the Academic Year 2025 start date as determined by the University, the minimum full-time salary equivalent rate for Employees on the Dearborn campus shall increase by 3.5%.

## Section F. 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, and time management. It is further understood that the weekly work expectation for international graduate student instructors or graduate student staff assistants who hold a J-1 or an F-1 visa have maximum weekly work hour restrictions; per federal regulations Employees who hold F or J visa status may not work more than twenty (20) hours per week during semesters in which they are enrolled. The University will not set an individual weekly work expectation for this population that exceeds their maximum weekly work hour restrictions. 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
16.5 to 20.00	.50
20.01 to 25.49	.60
25.50 to 30.49	.65
30.50 to 35.49	.75
35.50 or more	1.0

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.

In the event an Employee’s actual work hours might indicate a pattern of fluctuations above the average weekly work hours expectation in the fraction calculation at any point during the employment term, the Union, on behalf of the Employee, may inform the employing unit’s Human Resources Representative so a problem-solving discussion may occur.

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

**Article X: Salary**

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 G. Employment Fraction Accountability**

- a. Accountability for Supervisors and Employees  
The Employee and the Employee’s faculty supervisor shall sign the employee’s fraction calculation form, with acknowledgement that they reviewed the total estimated average weekly work expectations.
  
- b. Hours Accountability for the Employee and the University  
Employees may record their hours worked on a daily basis in a format provided by the University. Daily hours recording should include all components of the employee’s total estimated average weekly work expectations, as reflected in the Employee’s fraction calculation form.
  
- c. Average Weekly Work Expectation Problem- Solving Options  
At any time during the term of employment, Employees may elect to meet with their faculty supervisor, or their hiring unit’s Human Resources representative, to discuss any potential unreasonable fluctuations between their recorded average weekly work hours and their fraction calculation estimate.

Nothing in this section shall impair or supplant the Employee’s or the Union’s right to grieve in accord with this Article.



d. Special Conference Option for Fraction Calculations

In accord with Article XV Special Conferences, the University and the Union will meet two (2) times per term (approximately mid-term and end of term, by mutual agreement) to discuss potentially problematic average weekly work expectations in excess of fraction calculation estimates and to identify possible avenues for resolutions that are mutually acceptable to the University and to the Union. Three (3) representatives from GEO, and three (3) representatives from the University may attend the special conference.

## **Section H. Immigration 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. Additionally, under the same terms and procedure for the SEVIS fee, Employees will be eligible for a one-time request for reimbursement of the Machine Readable Visa application fee (MRV).

The University shall notify all employees, in writing, of the list of reimbursable immigration fees and the eligibility conditions for reimbursement each term during which they are employed. This notification shall be separate from notification of other benefits and policies that the Employer is required to provide to Employees per the terms of this contract. Article XI: Benefits Section I. 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 by the University to cover the responsibilities of an absent Employee shall be compensated at

**Article X: Salary**

the per-hour rate defined in Section J during the period spent covering such responsibilities (rounded to the nearest half hour)

**Section J. 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.

## **Article XI Benefits**

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

### **Section A. May 2, 2020 Through Term of Agreement**

#### 1. Eligibility

- a. GradCare Health Plan Coverage for all Employees: Through the term of this Agreement, and consistent with the terms of the plan, all Employees 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. Non-Health Plan Eligibility: 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 benefit 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.

3. Health Plan Coverage Structure

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

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

4. Employer Contribution to Group Health Plan Coverage

- a. The maximum University contribution toward GradCare will be at least equal to but will not exceed the highest contribution level given to a regular non- bargained for instructional staff member for each coverage tier. Please see new Appendix C. for Employer contribution formula. The Employee will be responsible for any additional premium cost above the base University contribution amount toward GradCare for each coverage tier as listed in Section A.3.
- b. The University agrees that 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 instructional staff enrolled in the U-M Premier Care Health Plan.
- c. 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.

- d. 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.
- e. 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 A.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 (employee only). Such newly-hired Employees will have

## **Article XI: Benefits**

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 their choice.

### **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 (Employee only).

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 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 their U-M benefits plans, they 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 (your or your spouse's siblings, nieces, nephews)
- Grandparents and their descendants (your or your spouse's aunts, uncles, cousins)

## **Article XI: Benefits**

- 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 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.

Employees whose GSI/GSSA appointment is located outside the state of Michigan at a University of Michigan sponsored fieldwork site, to be identified each year by OFA, may be eligible for the Child Care Subsidy if they meet the other requirements and provide the Office of Financial Aid with the licensing information.

Employees may apply for the Child Care Subsidy at any time during the semester if their eligibility requirements change. Any award may be prorated based on timing of the application.

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:

One child: \$3,567

Two children: \$5,230

## **Article XII: Child Care**

Three or more children: \$6,896

Effective August 28, 2023, and August 26, 2024, the maximum Child Care Subsidy award will increase by the average annual percentage increase in tuition at the UM Child Care Centers. The 2025-2026 maximum Child Care Subsidy award will increase by the average percentage increase in tuition at the UM Child Care Centers and will be effective upon the University's determination of the University's 2025-2026 Academic Year start date.

### **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, should it be reinstated, or on any committee with a similar purpose as the Child Care Initiative Steering Committee had, in the event one is formed.

## **Article XIII**

### **Leaves of Absence**

#### **Section A: Medical Leave**

An Employee shall be eligible for up to six (6) 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, 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 six (6).
4. 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**

Paid Maternity (Childbirth) and Parental Leaves shall apply to Employees in accordance with Standard Practice Guide 201.30-6, to the same extent as it is applied to tenure-track and tenured

### Article XIII: Leaves of Absence

faculty. In the event the Employer proposes to make significant changes to SPG 201.30-6, the Employer will provide notice to the Union no later than 90-days prior to the effective date of the change, and upon request, the Employer will engage in impact bargaining with the Union.

1. The University will continue to provide the Employer contribution to the Employee's health and/or dental benefits during the Parental Accommodation Period.
2. 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 their previously assigned job responsibilities. The Employee and their 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 their 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 of the appointment period, consistent with Article IX.C.

- b. Upon mutual agreement between the Employee and their 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 the Employer contribution to the Employee's health and/or dental benefits until the Employee's previously scheduled appointment end date.

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.

### **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.

### **Article XIII: Leaves of Absence**

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

In the event an Employee is unable to meet employment obligations because the Employee is subpoenaed during working hours to participate in criminal proceedings such an absence shall be permitted without compensation. In this connection, the Employee shall provide the University with at least three (3) work days' notice, in writing, from the involved governmental agency, including times and dates relevant to the absence.

If an Employee is arrested for alleged criminal activity and is unable to report to work, they must inform their faculty supervisor, or cause their faculty supervisor to be informed, so that replacement coverage can be promptly arranged. In the event of arrest, the employee will be excused for up to two (2) work days, without compensation.

### **Section E. Bereavement Leave Pay**

#### **1. Paid Leave**

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

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. Up to three (3) consecutive days (Monday – Friday) will be paid. If there are extenuating circumstances, such as travel, an additional two (2) consecutive days may be granted and paid.
- d. If additional time off is needed for extenuating circumstances, the Employee may request an extension of bereavement leave for an additional three (3) consecutive days. This extension will be paid, with the corresponding amount of leave deducted from the Employee’s available medical leave. Such leave may not be unreasonably denied.

2. Unpaid Leave

If additional time off is needed, the Employee may request an extension, without pay, of the bereavement leave for a period of time not to exceed eleven (11) calendar days.

**Section F. School and Daycare Closure**

In the event that an Employee’s dependent’s school or daycare facility closes unexpectedly, the employing unit shall provide an accommodation for up to three (3) days per semester. This accommodation shall be either to arrange for a replacement instructor pursuant to Article XIII.G or to allow the Employee to move their class online. The manner of the accommodation shall be left to the discretion of the appointing unit, but appointing units shall not deny an employee an accommodation if the allotted three (3) days per semester under this article have not yet been exhausted during a given term.

**Section G. Replacement Coverage**

Regular and prompt attendance is an expectation of University employment. Regular, frequent, or repeated absences are subject to Article VIII proceedings.

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 their 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. Definitions**

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

1. Between the University and any Employee concerning
  - a. their 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 the Union's 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 the Union's reasonable knowledge of the facts giving rise to the grievance.

**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 their employment, may take the matter up with the immediate supervisor (or department or unit designee) provided, however, that the discussion must take place within forty (40) calendar days following reasonable knowledge of the facts giving rise to the grievance. 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

## Article XIV: Grievance and Arbitration Procedures

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 the Union's 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 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

## **Article XIV: Grievance and Arbitration Procedures**

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 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 twenty-one (21) 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 twenty-one (21) 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 themselves 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 they replace.
- 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.

## Article XIV: Grievance and Arbitration Procedures

### 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 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:

**Article XIV: Grievance and Arbitration Procedures**

- 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 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.

- 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.

**Article XIV: Grievance and Arbitration Procedures**

- 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 them consistent with this Agreement and considered by them 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.
- 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 their 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 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 representative case. In such event, financial liability, if any, will not be affected except as set forth in other Articles of this Agreement.

## **Article XIV: Grievance and Arbitration Procedures**

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 they have 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 180 calendar days following the Union's 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 within twenty-one (21) calendar days following such meeting. The specified time guideline may be amended by mutual written consent of the parties.

#### Article XIV: Grievance and Arbitration Procedures

3. 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.

In the event an Employee has a grievance alleging a violation of Article IV, 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 180 calendar days following the Union's 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 this Article, the University and the Union will select an arbitrator as provided in Section D of this Article, 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 himself 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

## **Article XIV: Grievance and Arbitration Procedures**

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

As an alternate to Step One of the grievance process (Section C of this Article), complaints or grievances by Employees alleging a violation of Article IV 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 H. Recognitions and Definition of Grievances**

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 Article I, it shall begin at the 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 Article I 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 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 XV Special Conferences**

### **Section A: Contact 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 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 University's Contract Administrator will notify the Union in writing within fourteen (14) calendar days of any changes reported to the University's Contract Administrator in any of the following matters as it relates to the terms and conditions of employment of Employees within a department or unit:

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

The University's Contract Administrator 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.

## **Article XVII**

### **Class Size**

#### **Section A: 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.

Each School or College shall publish the current class size policy and methods for handling override authorization forms and person(s) who are authorized signers no later than January 1, 2024.

In the event the Employer proposes to make substantive changes to the current policy for an academic unit, the

## **Article XVII: Class Size**

Employer will provide notice of the intent to the Union to make the changes by no later than April 1 for the following academic year and establish and publish the revised workload standard by no later than August 1 for the following academic year.

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.

### **Section B: Combined Appointments**

No GSI shall be assigned more than one course per appointment term unless by mutual consent. While GSIs may take on multiple appointments in a given term, each appointment's application must be posted separately and the GSI must be presented with two distinct fraction calculation sheets. No appointment offer shall be contingent upon accepting another appointment offer.

In one or both of the following circumstances, the above language would not apply:

1. When all courses are within the same department or have the same instructor, or;
2. When one or more of the courses are Private Studio Instruction.



## **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**

#### **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.

The University will send one email per semester to GSI and GSSAs with a detailed explanation of the process for obtaining accommodations for Employees and students. The University will begin this process in the Fall 2023 semester. Additionally, this process will be included on the University webpage as agreed upon in Article IX Section A.2.

New Employees appointed to positions not requiring classroom instruction will be provided with a one-hour training session specific to their duties to be held at the beginning of the term of employment. Any department in which there are fewer than six new Employees may, at the discretion of the department chairperson or designee, combine their program with that of one or more departments in related fields.

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

Employee with a fraction of less than a .25 shall be reflected in pay at the hourly equivalent of the Employee's rate\*, or included in the fraction.

## **Section B. Communicative Skills Testing and Training**

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

### **1. Required Testing and Waiver**

Any training or testing of communicative skills required by the department or the University as a qualification of employment must be required of all applicants who have not previously been employed in an instructional capacity by the University. Participation in such training or testing will not be required for any applicant who meets the eligibility requirements for an exemption.

In addition, participation will not be required of those who are determined by the department chairperson or designee, in consultation with appropriate University resources, to already have the skills and experience equivalent to what would be provided in the training or evaluated in the testing. Waiver criteria shall be public and accessible to all applicants. No exemption to either requirement can be granted on the basis of impermissible factors, as defined by Article IV of this Agreement. Prospective Employees who are informed that they will be required to take the training will be notified of the waiver criteria in writing.

### **2. Testing Procedure**

Prospective Employees may take a test of communicative skills in Term I for employment in Term II, or in Term II for employment in Term I before or after participating in communicative skills training. The testing criteria and

## **Article XIX: Employee Training**

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 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.

**Section D. Training Resources**

Up-to-date training resources on the University's accommodations processes for Employees and students, as well as Disability Culture, shall be posted publicly on the University's website.

## **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 56%

.137 will pay an amount equivalent to 46%

.187 will pay an amount equivalent to 36%

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.

Employees who disenroll from the University or drop below the minimum credit requirement before the end of the term due to medical reasons should contact the Union and Academic Human Resources to discuss timely continuity of their 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**

At the request of an Employee, the Employee will be permitted to review records pertaining exclusively to their 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 their office, and 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 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;
7. in the event space is needed for sensitive conversations with students as part of their employment duties, Employees will be able to make arrangements through the employing Department for access to such space; and
8. Employees will be afforded secure space for storage of grading and teaching materials.

Departments are not required to provide individual photo- copiers 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.

### **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, they may invite a department steward or other representative of the Union at their 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.

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 them as soon as possible.

## Section I. Work Hours

All group work sessions involving GSIs (e.g., grading sessions) excluding the exception below, shall end before 11:00 p.m. In the event a group work session involving GSIs has not concluded by 11:00 p.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 thereafter.

### Exception:

For GSIs who are proctoring exams that include students with ADA accommodation the work sessions shall end by 12:00am. GSIs proctoring such exams shall be reimbursed for costs incurred outside of their normal transportation costs, including but not limited to: parking fees and the cost of a rideshare or taxi home.

For the purpose of this provision, “work session” does not include performances or rehearsals.

No Employee will be required to attend any work-related meeting or other obligation on weekdays between 9:00 a.m. and 6:00 p.m. as a term or duty of their employment unless the Employee is provided 2 business days’ notice of the date, time, and location of such meeting or obligation. An Employee may be required to attend a work-related meeting or other obligation at times other than weekdays between 9:00 a.m. and 6:00 p.m. only if given 1 weeks’ notice in order to make appropriate arrangements. This provision does not apply to urgent meetings, where “urgent meetings” are defined as meetings pertaining to work-related issues that, if not resolved within a 48-hour period, would have a material impact on instruction or student learning outcomes.

Mandatory meetings may not take place during recesses of the University.

“Recesses of the University” include the following breaks and adjoining weekends:

- Labor Day
- “Fall Study Break”
- “Thanksgiving Break”
- During the Winter Recess, as defined by SPG 201.26-1
- MLK Jr. Day
- Winter Term “Vacation”
- Memorial Day
- Independence Day

Additionally, no GSI shall be required to attend a mandatory meeting outside of dates of the term of their employment, as specified in the fraction calculation. No meetings shall be required after the relevant deadline for grade submissions.

For the purpose of Section I., “mandatory meeting,” “other obligation,” and “work-related meeting” do not apply to orientations, training, or preparation for term. However, at least three (3) business days’ notice shall be required for meetings in preparation for term.

## **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.

**Section K. Kitchens**

Where hiring units have kitchens available for use by Employees, 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.

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.

**Section O. Restroom Access**

An employee who requires the use of gender-inclusive restrooms for reasons of gender identity may request to be located in a work site that has reasonable proximity to gender-inclusive restrooms.

The University will allow employees to make these requests without requiring proof of gender identity. Such requests may be granted solely at the Employer's discretion and on a case-by-case basis. Grants or denials of these requests shall not be subject to Article XIV Grievance and Arbitration Procedures.

## **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:

<https://disability.umich.edu/resources>

<https://ecrt.umich.edu/get-help-support/disability-accessibility/>

#### **Section B. University Organization**

1. The provisions of this Article will be fully implemented no later than January 1, 2012.
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:
4.
  - a. managing the accommodations fund specified in B.2.;

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

- 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 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 annual training to employing schools or colleges and/or appointing units about ADA compliance and compliance with the provisions of this Article (including accommodations processes), and best practices for interacting with Employees with disabilities. Such training may be provided centrally rather than locally in each department, and at least one

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

person at each employing school, college, or appointment unit may receive this training.

5. Each employing school or college will designate an administrative contact ("administrative designee") who is responsible for communicating with necessary parties about accommodations requests made by Employees in that employing school or college.
6. 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.
7. 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.
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 process an accommodation request. If an Employee, for reasons outside of their control (e.g., waitlist, provider availability, cost), is unable to provide documentation concerning medical information at the time of the accommodation request, the employer will consider the requested accommodation and determine what, if any, reasonable accommodation(s) may be available within 10 working days. Identified temporary accommodations will be available for no less than 30 days and should not be discontinued without consultation with the designated central office. 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

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

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, 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.

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

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

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 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

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

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.

### **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.

### **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.

## **Article XXV Law Savings Clause**

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.

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 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 August 25, 2023.

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, 2025. It is understood that following such notice, negotiations will begin by November 14, 2025, unless mutually agreed otherwise. The parties agree to reach a tentative agreement by March 1, 2026. The Parties may extend the March 1, 2026 deadline by written agreement.

In the event that a successor Agreement is not negotiated by 11:59 p.m. May 1, 2026, 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 25th day of August, 2023.

## 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 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.

### **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. Participants cannot hold outside commitments that interfere with the timing requirements of this workshop. In recognition of this commitment, for eligible students who do not take advantage of the LSA Policy, the University will provide \$50 per day to attendees of the workshop to assist with food, insurance costs, 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 shall make all reasonable efforts to process reimbursements within 30 days upon completion of the training.

The University is committed to this policy for the term of this Agreement, and it shall apply irrespective of the modality of the workshop. The provisions and duration of this policy are not a part of the collective bargaining agreement. However, any graduate student who believes they have not been properly accorded the provisions of this policy may file a grievance with the Rackham School of Graduate Studies.

## **V: 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.). The University acknowledges the importance of having available space for the purpose of expressing milk on campus and will continue to make reasonable efforts to meet the following guidelines for appropriate space as referenced in Article XXI, Section N.

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 parents' use, it must be available to nursing parents when needed.

If an Employee is not able to locate available space for expressing milk on campus, they can contact the Work-Life Resource Center at (734) 936-8677 or visit their lactation resources website at <https://hr.umich.edu/benefits-wellness/family/work-life-resource-center/lactation-resources>

## **VI: Continuation of Dues Authorization**

The parties agree that a Graduate Employees' Organization Union Membership / Representation-Service Fee Card, as described in Article V, Section I of the Agreement, if signed and executed by an Employee prior to May 1, 2017, shall be provided to University Payroll prior to May 15, 2017 so as to authorize the deduction of Union Dues. Such cards shall be considered a valid Payroll Deduction Authorization for Dues Card under Article V of this Agreement, having the identical effect as the card described in Article V, Section D.

## **VII: E-Signatures**

The Union and the University agree in principle that e- signatures may be acceptable for authorization of payroll deduction of dues if the electronic signature meets the University standard for a valid authorized signature.

## **VIII: Diversity, Equity and Inclusion GSSAs**

The parties have agreed that the University and the Union have a shared interest in having graduate student employees contribute to the Diversity, Equity and Inclusion Strategic Plan.

From August 31, 2023 through April 30, 2026, the University will employ during the fall and winter semesters six (6) Graduate Student Staff Assistants (“GSSAs”) who will perform administrative, counseling or educational duties related to the Schools’ and Colleges’ diversity, equity and inclusion strategic plans under the direction of the Vice Provost for Graduate Studies or their designee, in cooperation with the Vice Provost for Equity and Inclusion. GSSA positions will be made pursuant to Article I, Section B.6.

## **IX: GSSAs for Disability Culture and Accessibility**

The parties have agreed that the University and the union have a shared interest in having graduate student employees contribute to the Diversity, Equity, and Inclusion Strategic Plan, as well as creating welcoming campus spaces for disabled community members.

From August 31, 2023 through April 30, 2026, the University will employ during the fall and winter semesters two (2) Graduate Student Staff Assistants (“GSSAs”) who will perform administrative, counseling or educational duties related to supporting diversity, equity, inclusion, and accessibility, especially as it relates to disability culture on campus under the direction of the Vice Provost for Graduate Studies or their designee, in cooperation with the Vice Provost for Equity and Inclusion.

## **X: Required Disclosure of Felony Charges and/or Felony Convictions**

Effective May 1, 2020, Standard Practice Guide 601.38, Required Disclosure of Felony Charges and/or Felony Convictions, shall apply to all employees. SPG 601.38 may be accessed online at the following link:

<https://spg.umich.edu/policy/601.38>.

When an Employee discloses a felony charge and/or conviction to the Employer, the Employer will immediately notify the GEO President that a disclosure has been made but, in the interest of privacy, will not disclose the identity of the Employee. The Employee shall be informed that they have the right to Union representation at all discussions or hearings involving the disclosure. Once an Employee has disclosed a felony charge or conviction, they will not be required to make the same disclosure if they re-enter the Bargaining Unit.

An Employee will be required to disclose a pending felony charge which occurred during a period in which they were not employed as a GSI or GSSA. Once an Employee re- enters the Bargaining Unit, the timeline for disclosure begins at the appointment start date. Employees will be notified of the policy upon their re-entry into the Bargaining Unit.

Employees who fail to disclose felony charges and convictions, and/or fail to provide accurate details regarding felony charges and convictions, or fail to consent to a background check, will be subject to the process set forth in Article VIII, Job Security.

In the event an Employee is terminated for violation of Standard Practice Guide 601.38, or is relieved of employment responsibilities pending disposition of a felony charge, Academic HR will notify the Union. If the Union files a grievance in accord with Article XIV concerning the termination or relief of employment responsibilities, an arbitration hearing will be held and a decision rendered by the arbitrator no later than fourteen (14) calendar days after receipt of the grievance. The arbitrator will be asked to determine whether the action taken was for just cause.

## **X: Required Disclosure of Felony Charges and/or Felony Convictions**

Action taken against an Employee will not be taken solely based on the existence of a felony charge or conviction, but must be job-related for the position in question and reflect business necessity. During the period of arbitration, the Employee will continue to receive their full salary and benefits, including their tuition waiver.

Arbitrations held pursuant to this article shall be heard by one (1) arbitrator from a three-person panel that will be mutually agreed upon by the Employer and the Union no later than thirty (30) days after ratification of the Agreement. Arbitrators will be selected on a rotating basis. If an arbitrator is provided notice and the case does not go to hearing for any reason, the assigned arbitrator will go to the bottom of the list just as though they had heard the case.

Nothing in this paragraph limits the University's right to terminate employment or take action as would otherwise be available under the Agreement Memorandum of Understanding – Required Disclosure of Felony Charges and/or Convictions

In the event that an Employee is relieved of employment responsibilities pending disposition of a felony charge, they will keep their salary, tuition waiver, and benefits for the remainder of the employment period.

A material change to SPG 601.38 shall be subject to negotiation.

## **XI: Speech Language Therapy for the Treatment of Gender Dysphoria**

Upon ratification of this agreement, GradCare will cover up to 60 speech language therapy sessions per calendar year for the treatment of gender dysphoria. A provider preauthorization is needed. The Employee will not be required to obtain a PCP referral. The Employee will be responsible for paying the \$25.00 co-pay for each speech language therapy session.

## **XII: Laser Hair Removal for the Treatment of Gender Dysphoria**

Upon ratification of this agreement, Employees will not be required to receive Preauthorization to obtain laser hair removal services for the treatment of gender dysphoria from an in-network provider. ICD-11 Implementation.

The parties recognize that as of 2019, the eleventh edition of the International Classification of Diseases (ICD-11) has been officially endorsed by all members of the World Health Organization (WHO), including the United States, and that it has officially taken effect on January 1, 2022, with an expected implementation year of 2025 in the United States. Further, the parties recognize that the ICD-10 diagnosis of gender dysphoria is not present in the ICD-11.

The parties have a mutual interest in maintaining gender affirming care benefits. As such, the parties agree that if the insurance provider(s) responsible for providing healthcare benefits to our Employees deny coverage for services previously available under a diagnosis of gender dysphoria, due to complications arising from the implementation of the ICD-11, the University will promptly negotiate directly with the insurance provider(s) to restore coverage of those services.

Additionally, the university will hold a special conference, at the request of the union, pursuant to Article XV: Special Conferences to review gender affirming coverage with the implementation of ICD-11. The special conference will be held during the Winter 2025 semester, or at such a time as the insurance provider(s) responsible for providing healthcare benefits to our Employees begin to recognize “gender incongruence” as a diagnosis.



### **XIII: Expanded Coverage of Gender Affirming Benefits**

Effective upon ratification of this contract, and in accordance with the BCBSM/BCN Joint Medical Policy on Gender Affirming Services (effective 1/1/23), the GradCare benefit plan will cover breast Augmentation for transgender women (transfeminine "top surgery"), as well as facial masculinization procedures, for the treatment of gender dysphoria. Reduction mammoplasty, mastectomy, and chest reconstruction (transmasculine "top surgery"), as well as facial feminization procedures, remain covered for the treatment of gender dysphoria, per the current GradCare Certificate of Coverage (effective 1/1/23). This coverage is not subject to a lifetime maximum.

### **XIV: Gender Affirming Care In Network Providers**

Beginning 1/1/24 GradCare's gender affirming coverage will extend to BCN in-network providers in the state of Michigan.

## **XV: Special Conference for Review of Gender Affirming Medical Coverage**

The parties acknowledge their mutual interest in the University providing healthcare coverage to all of its Employees, including those seeking gender-affirming care. The University recognizes that more broadly, patients seeking gender-affirming care have historically faced barriers in seeking and receiving such care. The University also recognizes the importance of ensuring patients seeking gender-affirming care are able to do so in a manner that supports receiving such care. The parties have a mutual interest in exploring how to continue to support access to coverage of gender-affirming medical care.

In the interest of exploring how to further support accessing coverage for gender-affirming medical and/or surgical treatments, the University and GEO will hold a special conference, per Article XV, Special Conferences, to review the insurance coverage for the treatment of gender dysphoria (or alternatively covered diagnosis based on ICD-11). The discussion will include changes from WPATH Standards of Care, Version 7 to WPATH Standards of Care, Version 8 in relation to medical necessity for gender-affirming medical and/or surgical treatments, specifically, GradCare’s current requirements of a written referral letter, history of hormone replacement therapy (HRT), and/or living in a gender role congruent with the patient’s gender identity for any duration of time. Additionally, the parties commit to making a good faith effort to discuss proposed out-of-network coverage for certain gender-affirming medical services, as well as the types of breast reconstruction procedures (transfeminine “top surgery”) covered, and the eligibility of nonbinary individuals for these services. This list of topics may be extended or reduced by mutual consent of both parties.

Three special conference meetings will take place over the 2023-2024 academic year. The first two meetings will take

## **XV. Special Conference for Review of Gender Affirming Medical Coverage**

place in the fall term, and no later than December 15th, 2023. The third meeting may take place in the winter term, and no later than February 24th, 2024, or later by mutual agreement of the parties. The first two meetings will be for one hour each and will allow GEO to ask questions and gather information. The benefits director will attend one of these two meetings. The third meeting will be for no fewer than two (2) hours, and will be for the purpose of GEO presenting their position on the topics in the first paragraph to the GEO contract administrator, the AVP of Human Resources, and the Chair of the Medical Benefit Advisory Committee. The third meeting may be broken into two or more meetings of at least two (2) hours total according to the parties' availability. The parties will be permitted up to 5 representatives each (per Article XV, Section A). The union's chosen representatives are not limited to members of the union, and representatives for either party may include experts on the topics of discussion or other external stakeholders. The parties may exchange informational materials prior to meeting(s), and it is expected that these materials are reviewed in full prior to the scheduled meeting(s) if provided at least 72 hours in advance.

## **XVI: Mental Health Copayments**

Effective January 1, 2024 through plan year 2026, the annual-out-of-pocket copayment maximum for mental health, behavioral health services, and substance abuse services office visits shall be \$450 per individual and \$900 per family.

## **XVII: Physical Therapy Copayments**

Effective January 1, 2024 through plan year 2026, the annual-out-of-pocket copayment maximum for physical therapy visits shall be \$500 per individual and \$1,000 per family.

## **XVIII: Reproductive Healthcare**

Effective upon ratification of the contract, GradCare will cover medical and surgical abortions, including elective abortions as defined in the GradCare certificate of coverage, in accordance with locally accepted medical practice and to the extent allowed by local law. The coverage is as follows:

Level 1 - \$30 Copayment for each office visit

Level 2 - \$30 Copayment for each office visit

Level 3 - \$30 Copayment for each office visit

## **XIX: GradCare Coverage of Neurodevelopmental Disorders**

Grad Care covers evaluation and standard medical care for diagnosis and treatment for ADHD, ASD, and neurodevelopmental conditions. Coverage for ASD may include any or a combination of Applied Behavioral Analysis, PT/OT/ST, outpatient mental health therapy, skills training, genetic testing, nutritional therapy, and medications.

Coverage for ADHD may include any or a combination of psychotherapy, neurofeedback, cognitive behavioral therapy, and medications.

GradCare follows BCN medical policy for determining medical necessity. Treatments including medications vary depending on the diagnosis, severity of illness, and provider treating the condition. Some but not all treatments and medications require prior authorization.

The Employer shall post this information on its public-facing website.

## **XX: Health and Safety Protections**

1. Graduate student instructors shall have the ability to request mask-wearing (including the use of high-quality masks like N95, KN95, and KF94 masks) in any teaching space, laboratory, office, or other in-person meeting space.
2. To maintain pedagogical stability, Employees shall have the right to request that a class for an in-person course be taught remotely in situations when the in-person class may be canceled or taught by a substitute teacher due to health and safety concerns.
3. Graduate student instructors shall have the ability to bring their own portable air filtration devices into classrooms, unless doing so would violate building codes.
4. For Employees who are immunocompromised, it will be considered a reasonable accommodation to provide a N95, KN95, KF94, or other like masks. The university will offer fit-testing once, to any Employee with an accommodation under this provision, to ensure proper sizing. If the requested accommodation is for a half-face respirator that may be available as a reasonable accommodation if approved by a EHS/OHS Physician.
5. Prior to implementing changes regarding health and safety protections that would impact the terms and conditions of Employee's employment, the Employer shall provide reasonable notification to the union in which case the union will have the opportunity to respond with respect to the potential impact on terms and conditions of employment for Employees.

## **XXI: Special Conference on Disability Accommodations**

In the interest of exploring how to further support graduate employees navigating the employee accommodations process and supporting students navigating the student accommodations process in their role as GSIs, the University and GEO will hold a series of special conference meetings, per Article XV, Special Conferences, to review current policies and content regarding employee disability trainings including, but not limited to: trainings regarding the ADA and the rights of employees with disabilities, and accessible teaching trainings provided to both graduate employees and their direct supervisors.

The meetings will take place during the 2023-2024 academic year. Representatives from the university shall include the GEO contract administrator, the Director of Disability Equity and ADA Coordinator, a representative from the designated central office, and a representative from the Services for Students with Disabilities office. GEO and the University will decide by December 1, 2023 on the composition of their respective delegations, and will by that time also mutually agree upon additional parties to invite into the discussion. Representatives shall meet for no fewer than three (3) hours, which shall be spread across no fewer than three (3) separate meetings.

## **XXII: Special Conference on Disability Infrastructure**

In the interest of exploring how to better meet the needs of disabled graduate employees, the University and GEO will hold a series of special conference meetings, per article XV, Special Conferences, to review campus infrastructure and resources available to persons with disabilities. The discussion will include topics related to accessible infrastructure, including the development of an accessible digital map of campus that graphically shows the accessible routes, parking, and building features; a discussion of expanding signage of accessible entrances on campus; and a discussion of the expansion of paratransit.

The meetings will take place during the 2023-2024 academic year. Representatives from the university shall include the GEO contract administrator, a representative familiar with facilities and operations, a representative from the designated central office, and the Director of Disability Equity and ADA Coordinator. GEO and the University will decide by October 1, 2023, on the composition of their respective delegations, and will by that time also mutually agree upon additional parties to invite into the discussion as necessary. Representatives shall meet for no fewer than three (3) hours, which shall be spread across no fewer than three (3) separate meetings.

### **XXIII: International Graduate Workers Assistance Fund**

Effective upon ratification, the University shall establish an International Graduate Worker Assistance Fund in the amount of \$20,000 for each fiscal year of this Agreement. International students who are resident or non-resident aliens for tax purposes may apply for funds to cover any financial difficulties that affect the student's ability to teach, research, or learn at the University.

Eligibility:

Enrolled international graduate students at the University of Michigan who are actively employed as GSIs or GSSAs during the current academic year.

What is covered:

Administrative fees, legal fees, travel and accommodation expenses, only when necessary for obtaining or maintaining the appropriate immigration and/or legal working status.

Amount:

Up to \$1,000

Rules and Procedures

The University will distribute funds through a centralized distribution system. Each applicant to the International Graduate Workers Assistance Fund must submit a request directly to Academic Human Resources to initiate the process. The University will require sufficient documentation, including receipts, consulate appointment confirmations, travel information, etc. as part of an applicant's request for fund distribution.

The following procedure will be used to determine the amount of funds to be disbursed to each eligible applicant. Calculate covered expenses for each applicant based on the documentation submitted by the applicant. Covered expenses are the sum of

1. administrative fees; and
2. legal fees; and



**XXIII: International Graduate Workers Assistance Fund**

3. travel and accommodation expenses, only when necessary for obtaining or maintaining the appropriate immigration and/or legal working status

No matter concerning the distribution of funds shall be subject to Article XIV: Grievance and Arbitration Procedures.

Employees will have the ability to apply more than once in an academic year, provided the total individual amount has not been reached.

At the end of each academic year, the university shall provide to the Union an accounting of the dispersal of funds.

## **XXIV: Transitional Funding Pilot Program**

For the life of the agreement, the University of Michigan shall establish a pilot Transitional Funding Pilot Program (TFP) available to Employees to provide up to one semester of funding to transition out of unhealthy working relationships, including abusive, discriminatory, and/or harassing relationships.

**Funding:** The TFP will provide graduate students with up to one semester of fellowship funding, tuition waiver, GradCare and all other benefits established in this agreement. This funding will be in addition to any other funding the graduate student has been provided, awarded, or guaranteed by their department(s) or any other source, including fellowship funding.

This funding shall be disbursed by a centralized unit of the University.

**Eligibility:** All Employees shall be eligible for transitional funding. Relationships that may give rise to transitional funding shall include: supervisor-worker or colleagues within the GSI or GSSA's employment.

**Process:** Transitional support can be requested at any time. Employees should contact the GEO contract administrator in Academic Human Resources to file a request for funding under this program. The request must be in writing.

The request will be reviewed by a committee that includes the contract administrator, a representative from ECRT, and an individual from the employing school or college who is designated to review these requests. The committee will make a determination on the request for funding and the contract administrator will notify the Employee. If the information provided by the Employee rises to the level of required disclosure to ECRT the contract administrator will report as required by law. Eligibility for funding shall not be conditioned on

**XXIV: Transitional Funding Pilot Program**

participation in any ECRT process nor any particular outcome of such a process.

## APPENDICES

### **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**

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 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

## Appendix A

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.

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 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 \$50 per day to attendees of the workshop to assist with food, insurance costs, and other expenses. 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 \$50 per day (to assist with food, insurance costs, and other expenses), for non-LSA graduate students attending the Summer LSA ELI 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: <http://www.finops.umich.edu/payroll/forms/taxtreaties> to see if you qualify for a tax exemption.

## **Appendix 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 of 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, including, but not limited to, a benefit plan or system.

(d) Treat an individual affected by pregnancy, childbirth, or a related medical condition differently for any employment-related purpose from another individual who is not so affected but similar in ability or inability to work, without regard to the source of any condition affecting the other individual's ability or inability to work. For purposes of this subdivision, a medical condition related to pregnancy or childbirth does not include nontherapeutic abortion not intended to save the life of the mother.

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

(3) This section does 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.



## **Appendix C. GradCare University Contribution Formula**

Per Article XI. Section A. 4. a.: The maximum University contribution towards GradCare will be the lesser of the total GradCare premium and the highest University contribution given to a regular non-bargained for instructional staff member for each coverage tier.

### **The University contribution toward GradCare**

For individual Employee coverage (Tier I: one adult), the University contribution toward the cost of the GradCare group health insurance plan premium will be 93% of the weighted average premium cost of the two lowest-cost comprehensive plans available to all University employees. The University contribution toward the cost of group health insurance plan premiums for other 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 University pays 75% of the weighted average aggregate premium cost for dependent children and 66% of the weighted average aggregate premium for the second adult.

The Employee will be responsible for any additional premium cost above the base University contribution rate toward GradCare.

This formula may be adjusted as long as the University contribution does not go below the 2019-2020 highest University contribution level for non-bargained-for instructional staff per coverage tier.