

GEO-UM

Tentative Agreement

March 25, 2008

This package contains articles, appendices, and memoranda of understanding that were either changed from or added to the previous (2005-2008) GEO Contract.

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

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

- a. is enrolled in a graduate degree program in the term of the appointment and has been registered or on detached study in any of the nine preceding terms (for purposes of this clause, the standard academic year is considered to be composed of 3 terms that mimic the structure of the appointments [i.e., Term I, Term II, and Term III inclusive of IIIA and IIIB]), or is registered or on detached study and in his or her first semester of graduate study, and
 - b. has not yet received the degree from the program in which he or she was enrolled; and
 - c. has not permanently withdrawn or had his or her active status in the graduate level program terminated. Any such termination must be issued prior to his or her application for a GSI or GSSA position.
5. Graduate Student Instructor (GSI): The title “graduate student instructor” shall be given to a graduate student who:
- a. is employed to teach courses, or coordinate, lead, or assist in the instructional process in direct interaction with students in recitation, laboratory, quiz, or problem sessions or to teach or during office hours;; or,
 - b. is employed to provide tutorial instruction on a regularly scheduled and pre-arranged basis throughout not less than one term, but specifically excluding individuals who provide tutorial instruction on a demand or on-call basis, regardless of the frequency of the demand or calls; or
 - c. is employed on a regularly scheduled and pre-arranged basis throughout not less than one term to grade papers or examinations in a manner that requires subjective evaluation above and beyond the mechanical or routine comparison of submitted papers or examinations with answers, responses, or elements predetermined as correct or acceptable by another individual or method or (b) provides tutorial instruction. It is understood, however, that the title need not be given to an individual who grades on a demand or on-call basis regardless of the frequency of the demand or calls; or
 - d. is an experienced GSI and is employed throughout not less than one term by an academic department, school, or college as a consultant and teaching mentor for graduate student instructors in that department, school, or college and whose activities include but are not limited to: observing GSIs, providing feedback to GSIs ; and consulting with GSIs on teaching-related issues;The employment categories described in items 5b. through 5d. shall apply to those who either: a) begin their employment at the outset of the term and are ~~employed~~ 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. It is understood that among those holding the staff assistant title are graduate students employed by and in (1) the University Library Associate Program or (2) the Dean’s Office of the College of Literature, Science, and the Arts in the positions as academic counselors

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

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

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

Section C. Eligibility

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

2. These titles – GSI and GSSA need not be assigned by a department or unit to a graduate student employed to provide any of the above services who holds a graduate or professional degree in a field of specialization relevant to the department or unit of employment, but is currently pursuing a graduate degree in a different field of specialization. Nor must a department or unit assign this title to any graduate student who already holds a doctorate or professional degree from a degree program comparable to that of the 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 XVI, the Arbitrator’s authority and jurisdiction shall not include any matter involving a question of good standing in a University of Michigan graduate degree program or whether employment is academically relevant. Neither shall the Arbitrator have authority to review the decision by a department or degree program regarding the acceptability of an employment position as meeting a degree requirement. The Arbitrator shall, however, have authority to determine the factual matter of whether an employment position has or has not been certified as meeting a degree requirement by the department or degree program in which the degree is being pursued.

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

Article IV

Anti-discrimination and Equal Opportunity Employment

Section A. Principles and Definitions

1. Statutory Compliance

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

2. Impermissible Factors

“Impermissible factors” means an Employee’s race, creed, color, religion, national origin, ancestry, marital status, familial status, parental status or pregnancy status, sex, gender identity or expression, sexual orientation, age, height, weight, disability, citizenship status, veteran status, HIV antibody status, political belief, membership in any social or political organization, participation in a grievance or complaint whether formal or informal, or any other factor irrelevant to his or her employment status or function.

3. Definition of Discrimination

Any of the following constitute “discrimination”:

- a. to discharge, or otherwise to act against an individual when the act arises from or is related to the Employee’s status or function as a GSI or GSSA, because of an impermissible factor.
- b. to limit, segregate, or classify an Employee in a way that deprives or tends to deprive an Employee of an employment opportunity or otherwise adversely affects the status of an Employee because of an impermissible factor.
- c. sexual harassment. “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature under the following conditions:
 - i. submission to or rejection of the conduct or communication by an employee is used as a factor in decisions affecting his or her employment; or
 - ii. the conduct or communication has the purpose or effect of substantially interfering with an employee’s employment, or creating an intimidating, hostile, or offensive employment environment.
- d. harassment. “Harassment” means conduct by a University of Michigan employee directed toward a member of the bargaining unit that arises from

or is related to the Employee's status or function as a GSI or GSSA and that includes, but is not limited to, repeated or continuing unconsented contact or repeated verbal abuse, threats, or intimidation that significantly interferes the Employee's ability to perform his or her job duties, that would cause a reasonable individual to suffer emotional distress and that actually causes the victim to suffer emotional distress. Harassment does not include constitutionally protected activity or conduct that serves a legitimate purpose related to the individual's employment, unless the timing or manner in which the activity or conduct is done would cause a reasonable individual to suffer emotional distress and that actually causes the harassment grievant to suffer emotional distress.

Section B. Grievance Procedure

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

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

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

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

Section C.

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

Section D. Changes

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

Section E. Definitions

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

Section F. Accommodations for Employees with Disabilities

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

Memorandum of Understanding

Equity and Access GSSA and Article IV

Background:

Under the Equity and Access provisions of Article XVII ‘Special Conferences’ of the UM/GEO Agreement, the parties have agreed that the University can appoint a GSSA to complete a specific project or assignment.

Agreement:

Pursuant to this provision, during the fall 2008 semester, the Equity and Access GSSA will undertake the following projects in cooperation with the Office of Institutional Equity:

1. Develop educational materials for Employees that (a) describe services and resources available to Employees with disabilities and (b) describe the accommodation process.
2. Develop a distribution plan for the educational materials developed pursuant to #1 above.
3. Research and summarize “best practices” with respect to disability accommodation for Employees at the University.

Upon completion of the projects set forth above, the University and GEO will meet in Special Conference, as set forth in Article XVII, to discuss the results of these projects. In addition to five (5) representatives of each party, representatives from the Office of Institutional Equity and the Office of Services for Students with Disabilities will be invited to attend this Special Conference. In addition, up to three Employees with disabilities may attend the Special Conference.

Appendix A

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

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

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

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

Article V

Union Dues and Representation-service Fees

Section A. Union Security

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

Section B. Dues/Fees

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

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

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

Each employing unit will provide Graduate Employees' Organization Union Membership/ Representation-Service Fee cards to all Employees by no later than fifteen (15) calendar days following the effective date of an Employee's appointment or the offer of an appointment, and will inform each Employee of obligations under this Article. The University will thereafter make Graduate Employees' Organization Union Membership/Representation-Service Fee cards available to all Employees through their department or unit; such cards will also be available from the Union.

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

Section D. Email Communications

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

In the subject line:

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

In the body of the email:

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

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

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

In the subject line:

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

In the body of the email:

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

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

In the subject line:

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

In the body of the email:

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

Section E. Payroll Deduction

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

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

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

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

Signed,

Financial Officer, Graduate Employees Organization”

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

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

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

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

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

1. The Union first has notified the Employee by letter, explaining that the Employee is delinquent in not tendering either Union Dues or the Representation-Service Fee, and specifying the current amount of such delinquency, and warning the Employee that unless such dues or Representation-Service Fee are tendered within ten (10) calendar days, the delinquent Employee will be reported to the

- University and shall not be re-employed effective at the end of the current employment period as provided in this Article;
2. The Union has furnished the University with written proof that the procedure of Paragraph 1 of this Section has been followed or the University has been supplied with a copy of the letter sent to the Employee.
 3. The Union has specified further, when notifying the University not to reemploy the Employee, the following by written notice: "The Union certifies that (Name), (UMID), (employing department) has failed to tender either Union Dues or the Representation-Service Fee, or formally challenged the amount thereof, as required as a condition of continued employment under the collective bargaining agreement. Therefore, under the terms of the Agreement, the University shall not re-employ the Employee without the expressed consent of the Union."

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

Section G.

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

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

Section H. Rate Certification, Amount, and Remittance

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

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

Signed,

Financial Officer, Graduate Employees Organization

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

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

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

Section I. Deduction Authorization Card

**GRADUATE EMPLOYEES' ORGANIZATION
UNION MEMBERSHIP / REPRESENTATION-SERVICE FEE CARD**

Name _____
Employing Department: _____ Enrolled Department: _____
UMID# _____ Email Address of Employee: _____
Address of Employee _____

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

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

Please Check One: Union Dues (Member) Representation-Service Fee (Non-Member)

Your Union dues or representation-service fee will typically be deducted from your paycheck in the third month of your full-term appointment. Authorization of deduction shall be effective whenever you are employed as a GSI or GSSA, unless revoked by you.

You may voluntarily revoke previously authorized payroll deductions by submitting written notification to the Union.

Signature of Employee _____ Date of Signing ____/____/____

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

Revised 2008.

Article VI

Union Rights

Section A.

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

Section B.

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

Section C.

The Union may post notices on existing bulletin board space which is not reserved for specific purposes, but in no case shall the Union be denied space sufficient to post one (1) 8 1/2 inch by 14 inch sheet in a department or unit employing Employees. In addition, the University shall provide the Union with bulletin board space designated with the Union's name for its exclusive use in nine (9) mutually agreed upon areas for the purpose of posting Union notices. Such space in each area will be large enough to hold four (4) 8 1/2 inch by 11 inch sheets. All notices shall be signed by a responsible officer of the Union and be informational to the members of the bargaining unit concerning Union business and social events. See Appendix D for the locations of these bulletin board spaces as of 2005.

[NOTE: Appendix D to be revised to delete the reference to the Frieze Building.]

Section D.

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

Section E.

Each semester, upon request of the Union, each appointing unit will make thirty (30) minutes available to the Union during its first meeting of any Employee training session or its first meeting of Employees with scheduling at the discretion of the unit. 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, and to discuss current bargaining status or any other Union business.

Section F.

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

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

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

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

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

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

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

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

Section B. Salary Analysis

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

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

The University shall provide the Union at no cost to the Union, with a copy of the College Resources Analysis System (CRAS) tables and data. Provided the Union has requested such information, it will be provided as soon as practicable, but not later than sixty-five (65) days from the date of the request.

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

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

Article IX

Posting, Initial Employment and Re-employment

Section A. Posting

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

1. In order to ensure that all qualified graduate students are given equal opportunity to apply for anticipated openings, each department that appoints Employees will:
 - a. publish information regarding departmental application and selection procedures, on a designated University-wide website. This does not preclude each department from establishing a separate system for advertising available jobs within the department and;
 - b. except as provided in (c) below, distribute job postings as described in section A.4 below, for every available job via an automated information distribution process agreed-upon by the parties and available via the internet. Information regarding the notification system and subscription process will be available on the University-wide website described in A.1.a above.
 - c. Job postings need not be distributed under the following circumstances:
 - (i) the job includes among its explicit qualifications that the Employee be enrolled in the department;
 - (ii) the job is reserved for a specific student in the department as part of a funding package;
 - (iii) it 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.
2. Departments' Employee selection procedures will be open and free from bias.
3. Applications for available positions will be accepted for a minimum of 14 calendar days from the date of distribution pursuant to Section A.1.b.above.
4. All postings will include:
 - a. The course(s) for which applications are being accepted, and a general description of the duties of the position(s) (whether the position(s) involves teaching an independent section of a course, teaching a

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

Section B. Notification

1. Hiring units will provide notification of hiring decisions to all applicants as specified in job postings by Departments through the designated University-wide website described in section A(1) above.

2. It is understood that posting and notification is dependent on the then known employment opportunities as listed in the University Course Listings and the availability of qualified candidates. A department or unit which may have employment opportunities for additional employees at other times will a) inform all applicants for current term positions of the employment opportunity by email and b) post the revised/new listing (as described in section A(4) above) as soon as the opportunity is known, if feasible. The revised/new posting will indicate approximately when the final hiring decision will be made. Hiring units will provide notification of hiring decisions to all original and new applicants for each position they applied to within 14 days after the selection process has been completed, or will notify applicants when, and by how long, the selection process has been extended. In fulfilling this requirement, notification may be combined for multiple decisions made within the 14 day period.
3. Upon request, the department or unit will inform the applicant of his or her status. Unsuccessful applications will be retained for consideration in the event that there are last-minute openings. Upon request, an applicant denied employment will receive, within fourteen (14) calendar days, a written explanation of the reasons for denial of employment. An applicant denied employment may request an in-person interview with the hiring agent(s) to be scheduled at a mutually agreed upon time.

Section C. Hiring Process

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

by a Union contract negotiated between the University administration and the Graduate Employees' Organization (GEO). The contract negotiated by the GEO and the University requires that all Employees receiving benefits from this contract pay either Union Dues or a Representation-Service Fee. If you have not already filled out and returned a yellow Union Membership/Representation- Service Fee card, you are responsible for doing so. The cards are available from your department steward, your department office, the Office of Academic Human Resources, or the GEO (734-995-0221). If you choose not to authorize the deduction from your paycheck of Union Dues or Representation-Service Fees, you must remit a check to the GEO, 330 E. Liberty St. Suite 3F, Ann Arbor, MI, 48104, for payment of the amount specified in the chart accompanying the "Graduate Employees' Organization Union Membership/ Representation-Service Fee Card" or available at www.umgeo.org. If you do not do so, you will not be eligible for reemployment at the University of Michigan. Union members can participate in all levels of Union decision making processes; non-members cannot."

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

Article X

Salaries

Section A. Determination of Monthly Salary

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

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

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

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

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

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

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

Section B. Minimum Full-Time Equivalent Salary Rate

The minimum full-time equivalent (FTE) salary rate for four (4) full calendar months of employment from September 1, 2004⁶⁷ to August 31, 2005⁷⁸ was \$13,977 15,199 for Employees, except for Employees in the University Library System where the rate was \$11,880.

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

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

Effective September 1, 20058, the minimum full-time salary equivalent for Employees shall increase by the larger of the average annual increase for LS&A faculty, or nine (9) two (2) nine (9.0) three (3) percent. The minimum FTE salary rate for Employees in the University Library System will be ninety (90) percent of the minimum FTE of other Employees with fractions over .25 or higher covered by this agreement.

Effective September 1, 20069, the minimum full-time salary equivalent for Employees shall increase by the larger of the average annual increase for LS&A faculty or three (3) percent nine (9) two (2) percent or, 2.5 percent or the national rate of inflation. The minimum FTE salary rate for Employees in the University Library System will be ninety-five (95) percent of the minimum FTE of other Employees with fractions of .25 or higher covered by this agreement.

Effective September 1, 2007 2010 the minimum full-time salary equivalent for Employees shall increase by the larger of the average annual increase for LS&A faculty or three (3) percent nine (9) two (2) 2.25 percent the national rate of inflation.

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

The “average annual increase for LS&A faculty” is the annual base salary increase that is available to all Tenured/Tenure-Track (“T/TT”) faculty, expressed as a percentage of the total T/TT faculty salary base. This percentage does not include promotion and market adjustments.

The University will provide the dollar amount and percentage of the LS&A faculty salary budget applied to each of the following: promotions, market adjustments, and general raises. In addition to these summary figures, the University will supply an electronic report in tab delimited format (Excel file) containing the percentage and dollar amount of each LS&A faculty member’s raise attributable to promotion, market adjustments, general raises, if any.

Section D. Employment Fraction

It is understood that Employees in this bargaining unit are engaged in professional activities, of such a nature that the output produced, or the result accomplished, cannot be

precisely standardized or measured in relation to a given period of time. The use of an employment fraction indicates less than full-time effort. In this connection, a one-half employment fraction normally requires a probable weekly time commitment of sixteen and one-half to twenty hours per week. Fluctuations above and below this norm are expected corresponding to individual distinctions such as experience, ability and diligence. Other employment fractions require proportional time commitments.

For appointments beginning prior to September 1, 2008, Employment fractions should be determined by the following scale of time commitments:

Average Weekly Work Expectation	Employment Fraction
Up to 3.49	.05 .087
3.5 to 5.49	.10 .137
5.5 to 7.49	.15 .187
7.5 to 9.49	.20 .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 24.00	.60
24.01 to 30.00	.75
30.01 to 40.00	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.

Such a determination, provided there is a substantial variation between estimated time and actual time, is subject to review through the Grievance Procedure on the question of whether the estimate, and therefore the fraction, was reasonable based on the provisions of this Section. Such a grievance shall begin at Step One, provided the meeting occurs within twenty (20) days following reasonable knowledge of the facts giving rise to the grievance. In the event that the estimate, and therefore the fraction, was unreasonable, the department or unit will make an appropriate retroactive adjustment in salary and will

prospectively increase the fraction to correspond to an appropriate estimate or reduce the time commitment to correspond to the fraction. Other adjustments, if any, shall not predate the filing of a written grievance.

Section E. SEVIS Fee Reimbursement

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

Section F. Covering for Absent Employees

It is the responsibility of the University to determine if there is a need for, and if so, assign a temporary replacement for an absent Employee. In no case will an Employee be required to pay for the replacement work or coverage. Employees assigned to cover the responsibilities of an absent Employee shall be compensated at a per-hour rate of twenty five two (\$20) (\$25) \$22.0 during the period spent covering such responsibilities (rounded to the nearest half hour). The per-hour rate shall be calculated as follows:

- Multiply the contractual minimum full-time equivalent salary rate for the term in which the substitution takes place by three
- Divide that product by 2,080 hours
- 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.

MEMORANDUM OF UNDERSTANDING

IMPLEMENTATION OF 2008-2011 COLLECTIVE BARGAINING AGREEMENT

The Parties agree to meet within two (2) weeks of the date of signature of the 2008-2011 collective bargaining agreement to discuss the effective dates and related implementation issues of the new Agreement.

In addition, the Parties agree to the following implementation language with respect to the “fraction chart” set forth in Article X.D.

For appointments beginning prior to September 1, 2008, fractions should be determined by the following scale of time commitments:

Average Weekly Work Expectation	Employment Fraction
Up to 3.49	.05
3.5 to 5.49	.10
5.5 to 7.49	.15
7.5 to 9.49	.20
9.5 to 12.49	.25
12.5 to 14.49	.30
14.5 to 16.49	.35
16.5 to 20.00	.50
20.01 to 24.00	.60
24.01 to 30.00	.75
30.01 to 40.00	1.0

For appointments beginning on or after September 1, 2008, 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 24.00	.60
24.01 to 30.00	.75
30.01 to 40.00	1.0

Memorandum of Understanding

Competitive Adjustment to Minimum Full-Time Equivalent

The Parties agree competitive support packages are essential to attracting and retaining the best and brightest graduate students. In light of the current competitive environment nationally, in addition to the adjustments to the minimum full-time equivalent salary rate set forth in Article 10 Section C, the minimum full-time equivalent salary rate shall increase as follows:

Effective September 1, 2008 - \$480

Effective September 1, 2009 - \$75

Effective September 1, 2010 - \$75

This Memorandum of Understanding shall expire on September 2, 2010.

Article XI

Benefits

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

Section A. Definition of “Other Qualified Adult” [and 3/24/08 MOU on CRITERIA #6]

An “Other Qualified Adult” is a person who:

1. Shares the same primary residence as the Employee and has shared a residence with the Employee for at least 6 months
2. Is not eligible to inherit from the Employee under the laws of intestate succession in the state of Michigan.*
3. Is not legally married in Michigan to another individual.
4. At least one of the following is true:
 - a. Shares a joint checking account with the Employee
 - b. Shares a joint credit account with the Employee
5. At least one of the following is true:
 - a. The Employee and the OQA have durable power of attorney for health care for each other
 - b. The Employee and the OQA have durable power of attorney for financial management for each other
6. The Employee has designated as his or her primary beneficiary for at least one of the following:
 - a. A life insurance contract held by the Employee; or
 - b. A retirement contract (including IRA, 401(k), 403(b), or pension plan) held by the Employee
7. the Employee cannot legally marry in Michigan

* The following individuals do not fall within the eligibility criteria for OQA under the laws of intestate succession in the State of Michigan:

- Spouse
- Children and their descendents (i.e., children, grandchildren)
- Parents
- Parents' descendents (i.e., siblings, nieces, nephews)
- Grandparents and their descendents (i.e., aunts, uncles, cousins)

Section B. Plan Year 2008 through Term of Agreement

1. Eligibility (.25 or Greater Appointment Fraction Eligibility)
Effective January 1, 2008 and through the term of this Agreement, and consistent with the terms of each program or plan, Employees with a one-quarter (.25) or greater employment fraction in a term are eligible to participate in the University's Health Care programs (medical and prescription drugs); Group Dental Plan (Options I, II and III); University, Optional and Dependent Life Insurance; Vision Plan; Legal Plan; Flexible Spending Accounts (Health and Dependent Care); and Travel Accident Insurance.
2. Group Health Insurance Plan Structure
The Group Health Insurance Plan (medical and prescription drug) as of January 1, 2008 will contain a 4-tier rate structure consisting of:
 - a. One adult;
 - b. One adult plus any number of children;
 - c. One adult plus one adult dependent (including an OQA);
 - d. One adult plus one adult dependent (including an OQA) plus any number of children.
3. Employer Contribution to Group Health Insurance Premium
 - a. As of January 1, 2008 and throughout the term of this Agreement, for individual Employee coverage (Tier I: one adult) in any plan, the Employer contribution toward the cost of the group health insurance plan premium will be 95% of the average premium cost of the two lowest-cost comprehensive plans available to all University employees. The Employer contribution toward the cost of group health insurance plan premiums for other tiers of coverage (those that include dependents, including OQAs) shall be the same contribution for the coverage for the Employee plus an additional contribution for covered dependents, calculated such that the Employer pays 85% of the aggregate premium cost for all covered individuals. The Employee will be responsible for any additional premium cost above the base Employer contribution rate toward the Employee's plan of choice.
 - b. The University agrees that the co-pays in effect for Plan Year 2008 for the GradCare health insurance plan will not increase more than three dollars (\$3.00) for each co-pay during the life of the Agreement.
 - c. Effective January 1, 2009, through the end date of this Agreement, co-pays for the prescription drug plan shall be no more than:

Tier 1: \$5.00 Tier 2: \$15.00 Tier 3: \$30.00
 - d. In the event of any changes in the coverage from any of the programs or plans, the Union will be notified sixty (60) days prior to the effective date of the change. The University and the Union will meet and discuss in Special Conference any substantial change to any benefit, including but not limited to, changes in co-pays, deductibles, out-of pocket expenses, and eligibility of dependents.

- e. University contributions (except as noted in Section E below) toward all plans other than health insurance under this Article shall be in the same amount as that provided to the University's regular non-bargained-for instructional staff for the coverage selected.
4. Initiation of Coverage
- a. Application Procedure: Application for Group Benefit programs must be made within thirty (30) days of the effective date of employment or the date of notification described in Section B(4)(c) below, whichever is later. Applicants enrolling past 30 days of their eligibility date for the University Life and Optional Insurance plan must provide the Group Life Insurance Company with proof of insurability in order to be considered for coverage. Dependent Life Insurance for a spouse or OQA may be applied for any time and requires proof of insurability.
 - b. Newly hired eligible Employees who do not either enroll in or waive medical insurance will be immediately enrolled in the GradCare medical insurance plan at the Tier I Level (one adult). Such newly-hired Employees will have thirty (30) days after employment begins to choose an alternative coverage and/or level if applicable.
 - c. Not later than the 30th day after employment begins, the University will notify an Employee of the provisions of this Article including a reference to the time period requirement for application. In cases where an Employee misses the application deadline due to a lack of such notification, the University will enable the Employee to enroll in the benefits plan of his/her choice.

Section C. Dental Coverage

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

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

Section D. Summer Coverage

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

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

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

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

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

Section E. Less than .25 Appointment Fraction Eligibility

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

Any Employee who is appointed with an employment fraction of below one quarter (.25) throughout not less than a whole term, may purchase GradCare medical insurance plan (Employee only, Employee + Adult, Employee + Adult + Children, Employee + Child, Employee + Children) for 0% of the total premium cost and Dental Option I at 50% of the total premium cost. The University will fund 100% of the premium cost for the GradCare medical insurance and 50% of the premium cost for Dental Option I. The Employee contribution will be made through payroll deduction; however, if payroll deduction cannot be taken due to insufficient pay, the Employee must make arrangements to pay any billed charges on a timely basis. In either case, coverage begins in the first month in which:

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

Section F. Scope of Review

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

Memorandum of Understanding

Other Qualified Adult Criteria

With respect to Article XI. A., the parties wish to confirm their understanding of criteria #6. Criteria #6 reads as follows:

6. The Employee has designated as his or her primary beneficiary for at least one of the following:
 - a. A life insurance contract the Employee holds; or
 - b. A retirement contract (including IRA, 401(k), 403(b), or pension plan) the Employee holds

The term “primary beneficiary” means the individual or individuals who receive payment first under the life insurance or retirement contract. A primary beneficiary is contrasted to a “contingent beneficiary,” an individual(s) who received payment only if all primary beneficiaries are deceased at the time payment is made under the contract.

Memorandum of Understanding

Mental Health Care

Within thirty (30) days of ratification of the 2008-2011 Agreement, the Employer will determine whether it will increase the number of mental health physician visits available to participants in GradCare from 25 to 30 visits per calendar year effective January 1, 2009. In reaching this determination, the Employer will apply the following criteria: cost and precedential impact. Prior to a final decision, the Employer will communicate its preliminary findings to the Union and will meet in Special Conference to receive input and comment from the Union.

If the Employer determines that it is not feasible to increase the GradCare cap from 25 to 30 visits per calendar year, the Employer will establish a central fund of \$30,000 per calendar year to which Employees exceeding the existing 25-visit cap may apply for funding for up to five (5) additional mental health visits. The central fund will become available on September 1, 2008, and shall be prorated for the 2008 calendar year. The Employer and the Union will establish procedures for applying for such funding. Such funding will be granted to any Employee who applies for it until the central fund is exhausted.

If money remains in the central fund at the end of a calendar year, one-half (1/2) of any remaining funds, to a maximum of \$15,000 will be rolled over into the amount available for the next calendar year. Information regarding the amount of funds remaining at the end of the calendar year will be provided to GEO by January 31 each year.

If the Employer implements a mental health parity policy providing benefits in excess of those described here during the term of this agreement, this memorandum of understanding will terminate immediately on the effective date of any such policy.

Article XII

Child Care

Any Employee who meets the eligibility requirements for the Childcare Subsidy Program, as established by the University, will receive the appropriate subsidy award. .

The University will provide information on the Office of Financial Aid website regarding eligibility requirements specific to Employees. Unique circumstances (e.g., the disability of a spouse or child) that may impact eligibility for the subsidy should be addressed directly with the Office of Financial Aid for consideration.

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

First child: \$ 1870

Second child: \$ 960

Third child: \$ 960

Effective September 1, 2008, September 1, 2009, and September 1, 2010, the maximum Childcare Subsidy award will increase by \$100 plus the average annual percentage increase in tuition at the UM childcare centers, excluding the Health System facility.

The GEO will be guaranteed at least one seat on the Childcare Initiative Steering committee. Nomination to this seat will be in accordance with normal Administration practices.

Article XIII

Medical Leave, Parental Accommodation Period, Jury or Witness Service, Immigration Proceedings, and Bereavement Leave Pay

Section A. Medical Leave

An Employee shall be eligible for up to three (3) weeks of medical leave pay in a consecutive twelve (12) month period beginning the first day of the initial employment period when unable to meet employment obligations because of personal illness, injury, medical appointment, medical procedure, or other disabling medical condition, or because of the illness, injury, medical appointment, medical procedure, or other disabling medical condition of a family member or other qualified adult as that term is defined in Article XI.A..

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

Section B. Employee Parental Accommodation Period

All Employees will, on request, be granted a Parental Accommodation Period immediately following the birth of the Employee's child or the Employee's adoption of a child under the age of 6. The Employee Parental Accommodation Period should be tailored to the Employee's individual circumstances and should take into account the Employee's job duties. All parties will make a reasonable effort to minimize disruption to the performance of the Employee's job duties.

The following provisions shall apply to the Parental Accommodation Period:

1. General Provisions
 - a. The Parental Accommodation Period shall not exceed six (6) weeks and must be completed within six (6) weeks of the birth or adoption of a child under the age of 6.
 - b. During the Parental Accommodation Period, the Employee will be excused from his or her regular job duties.

- c. The Parental Accommodation Period may not exceed the Employee's previously scheduled appointment end date.
 - d. Whenever possible, an Employee must request use of the Parental Accommodation Period in writing no less than four (4) weeks prior to the scheduled start of the Period.
2. Salary Continuation During the Parental Accommodation Period
- a. During the Parental Accommodation Period, an Employee may use any available Medical Leave provided under Article XIII.A. to provide salary continuation following the birth of the Employee's child or the Employee's adoption of a child under the age of 6 or to cover periods of absence related to the health consequences of pregnancy, childbirth, and related conditions.
 - b. In addition to Medical Leave provided under Article XIII.A., an Employee who gives birth to a child will be provided with three (3) weeks of parental accommodation pay.
 - c. Paid leave taken by an Employee shall first be covered by parental accommodation pay per B-2-b above, and should that leave exceed three (3) weeks, then Medical Leave shall take affect, per B-2-a above.
 - d. All other Employees eligible for the Parental Accommodation Period (i.e. those not covered by B-2-b- above) may take an additional three (3) weeks of unpaid parental leave immediately following the birth of the Employee's child or the Employee's adoption of a child under the age of 6.
 - e. The University will continue to provide Employer contribution to the Employee's health and/or dental benefits during the Parental Accommodation Period.
 - f. The Employee's tuition waiver, as provided under Article XXII shall continue during the Parental Accommodation Period.
3. Return to Job Duties Following the Parental Accommodation Period
- a. Following completion of the Parental Accommodation Period, the Employee may return to his or her previously assigned job responsibilities. The Employee and his or her employing unit will work cooperatively to minimize disruption to the Employee's job duties during this transition period. If the employing unit determines that the Employee's return to his or her previously assigned job duties would pose an undue disruption, the employing unit may modify the Employee's assignment for the remainder of the appointment period, or may give no assignment for the remainder of the appointment period, consistent with Article IX.C.5.
 - b. Upon mutual agreement between the Employee and his or her employing unit, an Employee who maintains employment eligibility consistent with Article VIII.A. throughout the involved

term of appointment may remain on unpaid parental leave status (i.e. without effort or pay, but with continuing eligibility for tuition waiver and University contribution to health benefits) through the previously-established appointment end date. The following provisions will apply in such circumstances:

- i. the University will continue to provide Employer contribution to the Employee's health and/or dental benefits until the Employee's previously scheduled appointment end date.
- ii. The Employee's tuition waiver, as provided under Article XXII 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.

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

Section E. Bereavement Leave Pay

I. Paid Leave

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

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

II. Unpaid Leave

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

Section F. Replacement Coverage

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

Article XVI

Grievance and Arbitration Procedures

Section A.

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

1. Between the University and any Employee concerning (a) his/her employment and (b) the interpretation or application of this Agreement.
When more than one Employee has a grievance of this type involving common fact(s) and provision(s), 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 the Employees in this group are from more than one department or unit, the grievance shall be filed by the Union at Step Three of the procedure within forty (40) calendar days following reasonable knowledge of the facts giving rise to the grievance.
2. Between the Union and the University concerning the interpretation or application of this Agreement on a question which is not an Employee grievance.
Such grievances shall be filed at Step Three of the procedure within forty (40) calendar days following reasonable knowledge of the facts giving rise to the grievance.

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; (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 designated member of a group of Employees, having a grievance in connection with his or her employment may take the matter up with the immediate supervisor (or department or unit designee) provided, however, that the discussion must take place within forty (40) calendar days following reasonable knowledge of the facts giving rise to the grievance. 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), the grievance may proceed to Step Two at the Union's option, provided the grievance is reduced to writing and submitted to the Department Chairperson (or equivalent level of supervisor) or designee within sixty (60) calendar days following reasonable knowledge of the facts giving rise to the grievance.

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

3. Step Three:

Except as otherwise provided in this Article, if the matter is not resolved at Step Two, the grievance 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 within fifteen (15) calendar days following submission by the Employer of the Step Two answer. The designee of the provost shall set, within the next fourteen (14) calendar days and at a mutually convenient time and place, a meeting for discussion of the grievance with representatives of the Union Grievance Committee, the aggrieved

Employee and the Employee's Union representative. The designee of the provost shall arrange for a representative(s) of the appropriate dean or administrative head of an equivalent unit to be present at this discussion. The grievance will be answered in writing and a copy of the written answer shall be submitted to the chairperson of the Union Grievance Committee and the Employee within thirty (30) calendar days following the meeting.

Section D. Impartial Arbitration

A grievance, as defined in Section A, which is not resolved at Step Three may be appealed to arbitration by the Union, provided that written notice of intent to arbitrate is submitted to the designee of the provost within thirty (30) 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 September 1, 2008, the Union and the University shall agree in writing on a panel of four (4) arbitrators. The Union and the University shall, by lot, rank the panel in order (1, 2, 3, 4).
 - b. Any arbitrator on the panel may be removed from the list unilaterally by either party by written notice to the other party and the arbitrator. An arbitrator may remove himself/herself from the panel at any time with notice to the parties.
 - c. In the event that a vacancy occurs on the panel of arbitrators, the University and the Union will select a mutually agreeable arbitrator to fill the vacancy, and the newly-selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces.
 - d. Selection shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator has heard a case. Once the list has been exhausted, the rotation process starts over with the first name on the list. When an arbitrator is unable to provide a hearing date for three (3) months or longer, the parties may move on to the next arbitrator listed.
 - e. A member of the arbitration panel shall hear all arbitration cases

2. Alternate Process for Selection of an Arbitrator

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.

Following the written notice to the designee of the provost, the University and the Union shall attempt to select an arbitrator. If an arbitrator is not selected within five (5) calendar

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

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

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

1. Either the University or the Union or both shall notify the Arbitrator of selection and upon acceptance shall forward to the Arbitrator a copy of the grievance, the University's answer at Step Three, the Union notice of intent to arbitrate and a copy of the Agreement. A copy of this communication, except a copy of the Agreement, shall be sent to either the University or the Union, as the case may be. If the Arbitrator does not accept selection, the selection process shall be repeated until an arbitrator has accepted selection.
2. Upon receipt of this communication, the Arbitrator shall fix the time for hearing the issue or issues submitted for decision. The hearing shall be held in Ann Arbor, Michigan, unless otherwise agreed by both the Union and the University.
3. At the time of the arbitration hearing, both the University and the Union shall have the right to examine and cross-examine witnesses.
4. Upon request of either the University or the Union or both, a transcript of the hearing shall be made and furnished 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.
5. At the close of the hearing, the Arbitrator shall afford the University and the Union a reasonable opportunity to furnish briefs if either party requests the opportunity.
6. The jurisdictional authority of the Arbitrator is defined as, and limited to, the determination of any grievance as defined in Section A submitted to him or her consistent with this Agreement and considered by him or her in accordance with this Agreement.

7. The Arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses, or provisions of this Agreement.
8. The fees and expenses of the Arbitrator shall be paid by the party not prevailing in the matter. The Arbitrator shall decide which party has prevailed. The expenses of, and the compensation for, each and every witness and representative for either the University or the Union shall be paid by the party producing the witness or having the representative.
9. The Arbitrator shall render the decision in writing within thirty (30) calendar days following the hearing.
10. The Arbitrator's decision, when made in accordance with the Arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Union, and the Employee or Employees involved.
11. The provisions of this Section do not prohibit the University and the Union from mutually agreeing to expedited arbitration of a given grievance or grievances.

Section E. Time Limits on Appeals

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

Section F.

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

Section G.

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

1. Such grievances may be initiated at either: Step One, Step Two, or Step Three of the procedure, at the discretion of the Union, provided the grievance is submitted within forty (40) calendar days following reasonable knowledge of the facts giving rise to the grievance.
2. The designee of the provost will schedule Step Three meetings to occur within five (5) business days after submission at Step Three. These meetings may include relevant witnesses invited by the Union. A written answer will be given by the provost's designee within twenty-one (21) calendar days following such meeting. The specified time guideline may be amended by mutual written consent of the parties.
3. Should the Union be unsatisfied with the Step Three outcome, the Union may choose to proceed to arbitration provided that written notice of intent to arbitrate is submitted to the designee of the provost within thirty (30) calendar days following submission of the Step Three answer by the designee of the provost. .

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

ARTICLE XVII

SPECIAL CONFERENCES

A. Contract Administration

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

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

It is understood that any matter discussed or any action taken pursuant to such conferences 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 the collective bargaining 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.

B. Equity and Access Conferences

The University and the GEO recognize that effective communication during the life of the Agreement on matters of interest and concern to graduate students as Employees outside of negotiations is an important part of their ongoing relationship. Therefore, the University and the GEO agree to meet at the request of either party to discuss the following areas of mutual interest:

- Institutional Equity
- International Students
- Health Care Benefits
- Childcare

The parties shall mutually agree to the agendas and attendees for such meetings in advance.

Upon notification by the GEO, and with the concurrence of the University, an Equity and Access conference will be open to a specified number of members of the Union. The parties may mutually agree to open the conferences to any other people. The University will appoint one GSSA at a fraction level between .25 and .50 for one or more terms to

complete a specific project or assignment. The GSSA will be appointed and employed by the Office of Academic Human Resources. The GEO will collaborate in writing the job description of the GSSA, will be notified when this positions is posted, and will, upon its request, participate directly in the selection process.

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

Article XXII

TUITION WAIVER

Employees with an average weekly work expectation of 7.5 9.5 hours one-quarter .20.25 .237 or greater as set forth on their fraction calculation forms total employment fraction will pay no tuition.

After September 1, 2002, Employees with an total employment fraction of: average weekly work expectation, as set forth on their fraction calculation forms, of:

.0875 0.01 – 3.49 hours will pay an amount equivalent to 59 %;

.1370 3.5 – 5.49 hours will pay an amount equivalent to 49%;

.1875 5.5 – 7.49 hours will pay an amount equivalent to 39;

.237.207.5 – 9.49 hours will pay an amount equivalent to 19 29%

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

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

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

ARTICLE XXIII

EMPLOYEE RIGHTS

Section A.

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

Section B.

At the request of an Employee, the Employee will be permitted to review records pertaining exclusively to his or her employment and maintained in a personnel file by a department or unit or by 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.

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

Section D.

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

Section E.

Appointing units will provide, without charge, appropriate space, tools, facilities and other resources necessary for the fulfillment of the Employee's assigned work obligations, included but not limited to:

1. office equipment necessary for duplicating and collating;
2. access to a computer;
3. desk and work surface;

4. mailbox;
5. office supplies;
6. office space if office hours are required

Departments are not required to provide individual photocopiers or computers 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. The special conference procedure (as set forth in Article XVII) shall be available to discuss specific concerns related to implementation of this section.

.Section F.

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

Section G.

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.

The University and the Union shall share the cost of printing three thousand (3,000) copies of this Agreement. The GEO shall have access to paper copies of the contract necessary for distribution to members. Additional copies will be made available at shared cost to the Union.

Section I.

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

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

Section J.

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

Section K.

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

ARTICLE XXVI

LAW SAVINGS CLAUSE

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

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

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

ARTICLE XXVII

TERM OF AGREEMENT

This Agreement between the Graduate Employees' Organization and The University of Michigan shall be effective on _____ up to and including March 1, 2011 when it shall terminate.

This Agreement may extend beyond March 1, 2011 upon written consent of the parties. If either party desires to amend or modify this Agreement, written notice to that effect shall be given to the other party by October 29, 2010. Following such notice, negotiations will begin by November 12, 2010, unless mutually agreed otherwise.