

WHAT IS IN YOUR GEO CONTRACT



A GUIDE TO YOUR RIGHTS AND BENEFITS AS GSI
AND GSSA EMPLOYEES, NEGOTIATED BY GEO



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GRIEVANCES

WHAT DO I DO IF SOMETHING IS HAPPENING DIFFERENTLY THAN IS LAID OUT IN THE CONTRACT?

Departments, supervisors, or administrators sometimes fail to honor the contract. One of the major advantages of working under a labor contract is that it provides a way to formally address these conflicts, called grievances.

WHY GRIEVE?

By drawing attention to the contractual agreement, grievants help ensure that all current and future GSIs and GSSAs are working under the fair conditions agreed upon by both parties. Filing a grievance helps normalize the process itself, which addresses, in a collective way, the fear of souring relationships. Grieving creates a record in between bargaining years, which increases our leverage at the table for addressing issues in our contract.

WHAT ARE MY RIGHTS?

GSIs and GSSAs have a legal right to have a union representative at any meeting that could result in disciplinary action, termination or negatively affect the employee's working conditions. This includes investigatory meetings (ie questions from your supervisor about your grading progress), review meetings, and disciplinary hearings. You are allowed to choose this representative and it can be the grievance chair, a grievance committee member, your department steward, or another GEO member. During meetings you are allowed time to talk privately with your representative.

WHAT TO DO IF YOU THINK YOU ARE EXPERIENCING A CONTRACT VIOLATION?

1. Contact your direct supervisor in person or via email, phone, or letter immediately when you notice a the problem (there are strict deadlines with grievance filing so timing is very important—see Greviance Process in next page).
2. Contact the GEO grievance committee at grrrchair@geo3550.org if you are not satisfied with the quality or promptness of your supervisor's response. In order to move forward, the grievance committee MUST compose a letter about the grievance within 20 days of your contact with your supervisor. The GEO grievance committee will do the following
 - Interview grievants and witnesses
 - Request more information from the university
 - File the grievance and meet with administration to resolve the issue

WHAT ARE THE MOST COMMON GRIEVANCES GEO DEALS WITH?

- 1. HOURS** - You are working more on average per week than your fraction is paying you for. You are entitled to either an increase in pay or a reduction in work duties.
- 2. CLASSIFICATION** - You are classified as a non-GSI, but the work you are doing is GSI work and you should be given the same pay, benefits, and waivers as a GSI.
- 3. JOB SECURITY** - Your department tries to lower your fraction or pay, once you sign a job offer, the department is on the hook to pay you for what they initially offered you, even if the class is cancelled.
- 4. PAID LEAVE** - You are improperly denied your paid sick, parental, or any other leave you are entitled to under the contract.
- 5. HARASSMENT AND DISCRIMINATION** - You experience harassment or discrimination (see pages 7 and 8 on this handbook for definitions) in hiring or by your supervisor and want to file a charge.

THE GRIEVANCE PROCESS

Step 1 - INFORMAL RESOLUTION

You seek informal resolution by talking to your supervisor about possible solutions. This must be done within 40 days of having knowledge of the grievance.

Step 2 - DEPARTMENTAL HEARING

After seeking representation from GEO, a representative of the Grievance Committee will work with you to write a letter, articulating the grievance and your preferred resolution at a meeting with your hiring unit's executive officer. This letter must be sent within 20 days of step 1, and the department must rule within 14 days.

Step 3 - UNIVERSITY HEARING

Provided that the answer to step 2 is unsatisfactory, you have the option of taking your grievance to UM's division of Academic Human Resources—to which GEO would send a letter within 15 days of receiving the unsatisfactory step 2 response. Academic HR will schedule a meeting within 14 days, and issue a ruling within 30.

Step 4 - IMPARTIAL ARBITRATION

From time to time, GEO will use impartial arbitration to dispute Academic HR's ruling in Step 3. The process is fairly costly and time consuming, so the authority to decide to take a case to arbitration is reserved for GEO's Steward's Council. Typically, GEO will only pursue arbitration if we are confident that the case is winnable.

APPOINTMENT LETTERS

WHAT TO KNOW

After you have accepted an offer of employment, you will receive an appointment letter, detailing the terms and conditions of your employment, including:

- The duration of employment, including anticipated start and end dates
- The term of employment (i.e. Fall or Winter)
- A general description of duties
- Fraction and salary
- Library privileges
- Information about benefits
- Information about the child care subsidy
- Contact information for the International Center and a commitment to respecting visa-related hours limitations

Fractions: GSIs are hired to work a “fraction” of full time employment (FTE). The UM defines full time employment is 40 hours a week, but few if any GSIs have a 1.0 fraction.

Salary: The full time salary rate for four (4) full calendar months of employment from September 1, 2017 to August 31, 2018 would equal \$20,397 for Employees, but graduate students are mostly hired to work fractions of full time. To determine your salary, multiply this amount by your fraction (ex: $\$20,397 \times .5 = \$10,198$ per term, disbursed in four payments of \$2,549, less state and federal income taxes).

Raise Schedule: The Michigan school year runs from September 1 to August 31. For the 2017-18 and 2018-19 school year GEO won a 3.35% raise for GSI/GSSAs. For the 2019-20 school year, GEO won a 3.30% raise. The minimum FTE salary for each school year is as follows:

- 2017-18: \$20,397
- 2018-19: \$21,111
- 2019-20: \$21,744

Fees: The University of Michigan may charge GSIs/GSSAs only these specific fees:

- Michigan Student Assembly fees
- School or college government fees
- Course and lab fees
- A registration fee of no greater than \$80

- **Article IX:** Job Postings, Distribution of Postings, Notification, and Hiring Procedures
- **Article X:** Salaries
- **Article XXI:** Employee Rights
- **Article XX:** Tuition Waiver

HEALTHCARE & INSURANCE BENEFITS

WHAT TO KNOW

GradCare: Employees in the bargaining unit, their dependents, and Other Qualified Adults are eligible for GradCare coverage at the same rate as other instructional staff. The University's formula for their contribution translates to zero-premium coverage. This also includes prescription drug coverage. Prescription drug co-pays are capped annually at \$2,500 per individual and \$5,000 per family. Mental health co-pays are capped annually at \$700 per individual and \$1,400 per family.

Dental Coverage: You are entitled to the Option 1 dental coverage plan, premium free. This option covers oral exams and cleanings, twice per year. You can opt for higher tiers and pay for them at the same rates offered to other instructional staff.

Summer Coverage: If you are employed in the Winter term and will be employed in the following Fall term OR were employed in the previous Fall term, your benefits coverage will extend through the summer, regardless of whether you are employed in the Spring/Summer terms.

Trans Health Care: GEO members seeking treatment for gender dysphoria under the GradCare plan have identified significant shortcomings in coverage for medically necessary procedures. To work toward rectifying these problems, the University and GEO have agreed to convene a special conference to review these treatments, beginning in Fall 2017. For more information, email: denise@geo3550.org.

Additional Benefits: Employees with a 0.25 fraction or above are eligible for a number of additional benefits that are also provided for non-bargained for instructional staff, including Life Insurance, Vision Plan, Legal Plan, Flexible Spending Accounts for Health and Dependent Care, Travel Accident Insurance, and Supplemental Retirement Plan. To view your full benefits, see the [UM Benefits Page](#).

READ MORE

- **Article XI:** Benefits
- **Article XI:** Other Qualified Adult
- **MOU II:** Summer Benefits
- **MOU V:** Special Conference for a Review of Gender Dysphoria Treatments
- **MOU VI:** Mental Health Co-Payments
- **Appendix C:** Gradcare University Contribution Formula.

HOURS

WHAT TO KNOW

Fractional Breakdown: Your hiring department should provide a breakdown of how you are expected to spend your assigned work hours. All fractions (.5, .3, etc) are an estimate of the average number of hours you are expected to work each week. For more information on fractions, see Terms and Conditions of Employment.

Tracking Hours: If you notice yourself consistently working more than your expected weekly work hours, you have the right to enter in a formal process to either reduce your workload or get a pay increase. **All GSIs and GSSAs are highly encouraged to record (or “track”) their work hours every week.** To successfully argue a case of overwork, you must provide evidence that you have consistently exceeded the average weekly expectation.

International Students: International GSIs and GSSAs cannot be made to work more than 20 hours per week in any given week, as specified in their F-1 or J-1 visas.

Late-Night Work If your department holds late-night work sessions (eg. grading sessions), you cannot be required to remain and work after 1AM during any group work session. You may be required to finish the work from the work session as soon as possible that same day.

Track Your Hours

The hourly nature of our employment is easy to forget. A few of us punch a clock and many of us have jobs in which the nature and intensity of our work varies from week to week.

Yet without tracking your hours every week, there is no way to prove to your unit that you are being asked to work above the terms of your contract.

We Recommend

Phone Apps:

Android: www.timesheet.io

iOS: www.atimelogger.com

Paper & Pencil or Excel:

Find spreadsheets under the “Resources” tab at: www.geo3550.org

READ MORE

- **Article IX:** Job Postings, Distribution of Postings, Notification, and Hiring Procedures, Section C. Hiring Procedures,
- **Article X:** Salaries, Section E. Employment Fraction
- **Article XXI:** Employee Rights, Section I. Work Hours

INTERNATIONAL GSIs & GSSAs

WHAT TO KNOW

SEVIS Fee Reimbursement: At any time within the first four terms of employment as a GSI/GSSA, international workers are entitled to request reimbursement of the SEVIS Fee you paid to attend the University of Michigan, provided that it has not been reimbursed by another source.

Strict Hours Caps: The contract contains a 20-hour weekly cap for international workers under J-1 or F-1 visas to ensure compliance with visa restrictions. No international worker may be asked or expected to work above this cap. IGSI and IGSSAs should track their hours to ensure that they are remaining below this cap. The contract also allows workers to file a prospective grievance if they have reasons to expect that that course expectations will take them above this cap.

Discrimination Protections: All workers are protected against discrimination on the basis of “impermissible factors” that include race, national origin, and citizenship status. This includes discrimination in hiring decisions based on these factors. Any worker who believes their citizenship status has been a factor in a job decision should contact their department steward or the Grievance Chair.

Immigration Proceedings and Bereavement Leave: Workers who need to miss work to participate in immigration proceedings will not lose compensation after providing written verification from the appropriate government agency. Moreover, workers who experience the loss of a close relative or that of a spouse or significant other are entitled to 3 consecutive days (Monday-Friday) of paid leave, with an additional 2 consecutive paid days for extenuating circumstances, including travel.

READ MORE

- **Article X:** Section F: SEVIS Reimbursement Fee
- **Article XIII:** Sections D and E: Immigration Proceedings and Bereavement Leave
- **Article XIV:** Sections G: Discrimination
- **Side Letter re: IGSI and GSI:** Recognition of requirements for IGSI appointments

JOB POSTINGS & HIRING PROCEDURES

WHAT TO KNOW

Distribution of Job Postings: Departments are required to maintain up to date hiring information on their websites, and at the very minimum, they are required to email job postings for available positions to all graduate students enrolled in their degree programs with few exceptions. Departments should also distribute job postings via the University's job posting website, unless a specific qualification for the job is enrollment in the appointing unit, or the position is reserved for a specific student as part of a funding package.

Description of Available Jobs: Job postings should contain certain information. Including the course or courses it is for, a general description of the duties of the position(s), an estimated fraction, the minimum and desired qualifications for employment, and a description of how applicants will be selected. The description should include whether or not prior student evaluations and/or past teaching experience will be considered, and the extent to which applicant preferences will play a role in course placements. The description should also include the procedures for late appointments.

Mechanics of Applying: The job posting should also note the person to whom you should submit your application, and the preferred method of submitting it (i.e. through the portal, via email or both). The posting should list a due date, and a date by which employment decisions will be made.

Timeline: Departments are expected to make reasonable efforts to extend offers within six weeks of the due date of the application, and at least 21 days before the start of employment. Absent extenuating circumstances, departments are required to accept applications for at least two weeks.

Nondiscrimination: Our contract provides for a nondiscrimination policy that is broader than state and federal nondiscrimination protections. The University is contractually obligated not to discriminate on the basis 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. Departments are also prohibited from having a policy that uses tuition costs or cost of benefits as a factor in hiring decisions for GSI/GSSA appointments.

- **Article IX:** Job Postings, Distribution of Postings, Notification, and Hiring Procedures, Section C. Hiring Procedures
- **Article XXII:** Disability/Accessibility

JOB SECURITY

WHAT TO KNOW

The university is required to hire GSIs/GSSAs for either a full term, or a “special limited purpose.” To work as a GSI/GSSA you must be a graduate student in good standing. In the summer terms (term IIIA/B), and during periods of Detached Study, GSIs/GSSAs are not required to register for classes. In the fall and winter terms (terms I and II), GSIs/GSSAs are required to be registered for not less than six (6) credit hours per term or, with the written approval of the student’s graduate faculty advisor, not less than five (5) credit hours consisting of not less than two (2) courses relevant to the student’s degree program.

Once you are hired as a GSI/GSSA you are entitled to certain protections. If the department wishes to fire you, or reduce your fraction because of misconduct, or because they deem your performance unsatisfactory, before taking any action, the department must first discuss the matter with you, and a written summary of the discussion will be available to you when you submit a written request within 24 hours of the discussion. At this discussion, the department may offer you a period of one-week to correct the situation, although this is not required.

Prior to firing you, or reducing your duties, the department chair must organize a departmental review of the situation. The committee conducting this departmental review must include at least one graduate student from the department. You and an observer are entitled to attend this review; both of you are entitled to ask questions and present evidence in your favor. The department is also required to notify you of this right of representation by an observer. A written summary of the departmental review must also be made available to you when you submit a written request within 24 hours of the discussion.

In the event that you are fired, the department must provide you with a written summary of the reasons for termination at your written request. Further, if you are terminated, you are entitled to appeal that decision subject to certain limitations, through GEO’s grievance procedure. This appeal must be filed within fifteen days of your termination or reduction in duties.

Once you have been hired, even if the department terminates you or eliminates the position, the department must still provide you with the salary, tuition waiver, and benefits for the term you were offered the job for.

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

MEMBERSHIP DUES

WHAT TO KNOW

Membership Card: When you join GEO you will be asked to fill out a yellow membership card. The yellow card officially records your union membership, and authorizes the University of Michigan to automatically deduct union dues from your paycheck. When employed as GSIs or GSSAs, GEO members pay dues of 1.65% of their salary for the term. These dues allow GEO to more effectively represent you by employing staff, paying for office expenses and overhead, and maintaining our affiliation with our state and national affiliate union. If you joined GEO in a past term, you will remain a member unless you elect to disaffiliate. If you are not currently employed as a GSI or GSSA you do not owe dues.

READ MORE

- **Article V:** Payroll Deduction Authorization for Union Dues
- **MOU IX:** Continuation of Dues Authorization

PARENTS

WHAT TO KNOW

Graduate employees with children are guaranteed protection from discrimination, access to healthcare, childcare subsidies, leave, and lactation facilities in our contract. Healthcare, childcare, and leave benefits extend to both dependents of the graduate employee as well as dependents of OQAs (see Article XI, section D for a complete definition of OQA). Sick leave may be used in the event of an illness of a dependent. In any new child event, birthing parents may take up to 5 weeks paid parental leave, after which they may use their 3 weeks sick leave. Non-birthing parents receive 3 weeks paid parental leave, after which they may use their 3 weeks sick leave, with an additional 2 weeks unpaid leave also possible. Graduate employees are also guaranteed access to lactation spaces.

READ MORE

- **Article IV:** Anti-Discrimination
- **Article XI:** Benefits for Dependents
- **Article XII; MOU VIII:** Childcare
- **Article XIII; MOU III:** Leave
- **Article XXI; MOU I; MOU VII:** Accessibility; Lactation Accommodations

TEACHING ENVIRONMENT

WHAT TO KNOW

Class Size: Your hiring department will have class size policy that should include the maximum number of students allowed per section and the maximum ratio of students to GSIs. You cannot be required to accept students above the maximum class or section size. You have the right to request this policy at any time. Graduate employees may meet with employing departments at least once a semester to discuss class size and will never be required to accept overrides for enrollment.

Student Grades: The department must contact you before any changes are made to any final grades.

Materials & Resources: If the course you are teaching requires you to have materials, like a textbook or other instructional equipment, these should be provided to you by the department at no charge. Your hiring department is also required to provide any resources needed to fulfill your duties, including: office equipment necessary for duplicating and collating; access to a computer and printer; desk and work surface; mailbox; office supplies; office space if office hours are required. You should have the same access to your GSI office as any professor or staff in the department.

Employee Training: Your department is required to provide employee training so you can be adequately prepared to fulfill your duties. As part of this training, you will likely be required to attend the GSI Orientation administered by the Center for Research on Learning and Teaching, held at the start of each term. Graduate employees are guaranteed no less than 4 hours of training before or during their initial term of employment. Graduate employees working in labs are required training in lab safety and student supervision.

Work Hours: For details on the number of hours you can be required to work, as well as restrictions on late-night group work sessions, see the “Work Hours” section of this packet.

READ MORE

- **Article XVII:** Class Size
- **Article XIX:** Employee Training
- **Article XXI:** Employee Rights
- **Article XXIII:** Employee Facilities

WORKPLACE RIGHTS

WHAT TO KNOW

Accessibility: Graduate employees are guaranteed accessibility accommodations for disabilities and will not be required to disclose the nature of condition to employing department.

Job Security: Once a job offer is accepted by a graduate employee, the position may be changed or eliminated, but the employee will still receive all benefits and pay through the end of the term. Graduate employees will receive at least one week to correct a fireable offense after written notice or a formal discussion of relevant concerns.

Classroom & Teaching: If not included with the contract, a fraction calculation detailing the expected work-hours breakdown is guaranteed to all employees within the first 14 days of employment, if not before. No graduate employee will be required to work past 1am.

Compensation: Graduate employees will receive payment on or before the end of the month for work completed during and before the term of employment.

Facilities All graduate employees will have access to the following: library privileges equal to instructional staff, all classroom materials required of instructors and students at no cost, building access, access to printing/copying, access to a mailbox and office space with a work surface/desk, union advocacy, kitchen space including coffee-making facilities, access to immigration assistance from the International Center, Bio Station room and board equal to faculty, lactation space.

READ MORE

- **Article VIII:** Job Security
- **Article XXI:** Employee Rights
- **Article XXII:** Disabilities/Accessibility
- **Article XXIII:** Employee Facilities



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