

UM|GEO Strike Resolution Agreement

Accepted by a vote of GEO membership September 16, 2020. 1,074 GEO members voted to accept the university's offer, 239 members voted to reject, and 66 abstained. This document combines all components of the final accepted offer.

These terms accurately represent the agreements reached concerning the issues enumerated below. Some of these agreements were reached through bargaining and others through discussion, as some are not bargaining issues.

1. **International Center:** The IC is hiring an additional person whose duties will include advising and case management and outreach and communication to graduate students.
2. **Childcare:** OFA is instituting the following temporary program

Temporary Amendment to the Child Care Subsidy Program Policy as follows:

1. For the Fall 2020 and Winter 2021 terms only, the University will provide an exception to the licensing requirement with the following terms and conditions. This period of exception will not be extended.
2. All of the policy and procedures for the child care subsidy will remain the same regardless of licensing (including: financial need, documents, child must be a dependent on tax return, 75% rule, etc.) but with the exception of Licensed Child Care provider Verification, and the age limit for dependent children without special needs will be extended to age 15 only for unlicensed child care providers.
3. In the absence of Licensed Child Care Provider Verification, the following documentation is required for unlicensed care:
 - a. A statement from the non-licensed caregiver that includes: name, address, phone number, schedule of hours, and rate. This caregiver may not be a family member
 - b. A statement from the student attesting to non-licensed caregiver not being a family member.
4. The extension of this policy replaces the current CARES funding for childcare and all financial aid for childcare will now be through this policy.
5. The total amount of funding provided for the unlicensed childcare will be \$500,000 for the two terms.

In addition to these changes in policy, the University will provide varying rates for licensed and unlicensed childcare, based on the significantly lower market rate for unlicensed child care.

The current rates for licensed care are:

- For one child, the maximum is \$3,028 per term
- For two children, the maximum is \$4,439 per term
- For three or more children, award maximum is \$5,852 per term

The rates for unlicensed care will be:

- For one child, the maximum is \$2,019 per term
- For two children, the maximum is \$2,959 per term
- For three or more children, award maximum is \$3,901 per term

3. Testing/Modeling:

The University will be taking the following steps regarding communication of data to the broader University community:

- We will describe in detail the methodology of our surveillance testing program, including how we plan to diminish the bias introduced by an opt-in approach. This will be posted on the Blueprint site.
- We will make public our surveillance testing capacity weekly, as well as the actual number of tests performed, number of positive tests and the positivity rate. We will try to post the latter info as it becomes available with the goal of posting data each weekday.
- We do not have a model that predicts infection rates with sufficient reliability and cannot commit to providing these data as we are uncertain when or if it will become available. If reliable data do become available they will be communicated to the broader University community. Faculty members in SPH who are working on modeling will be free to publish or present their work when they think it is ready.
- We will explain on the Blueprint or other appropriate website the set of metrics we are tracking and the approach that will be used to determine whether to pull back from in-person instruction.

4. PPE and Masks:

Clarification on University's Mask/Face-covering Policy Enforcement: The “denial of service” component for addressing non-compliance with the U-M [mask enforcement policy](#) may be interpreted to mean that a GSI/GSSA may take the following steps:

1. The GSI/GSSA may direct a student who is not wearing a mask in the classroom, lab or studio wear one.
2. Should the student refuse to wear a mask, the GSI/GSSA may ask the student to leave.
3. In the event the student continues to refuse to wear a mask, the GSI/GSSA may cancel class for that day and should notify their immediate supervisor or chair of the appointing department, so that the supervisor/chair can address the noncompliance. A GSI/GSSA may not cancel class without asking the student to first comply with the policy.
4. If noncompliance is due to a stated medical need or disability, the GSI's supervisor or chair will work with the ADA coordinator and the student to determine if a reasonable accommodation has been granted or may be appropriate.

Clarification about available masks, hand-sanitizer, and disinfecting wipes: If any GSIs have not yet received communication from their employing units regarding where they can secure masks,

hand-sanitizer, or surface disinfection wipes, or whom to contact if the supply of such items in their workspace runs out, they may contact their employing unit's HR representative. Alternatively, they may contact the Graduate Employees' Organization, which will contact Academic Human Resources for assistance resolving the matter.

The University will be directing its academic units to send their messages to all instructional staff that indicate where Covid-19 supplies are available and may be obtained, if those messages have not been sent already.

5. In-person Instruction: The full Memorandum of Understanding between GEO and U-M relating to in-person instruction is copied at the end of this document.

6. Additional Time to Degree:

Time-to-degree is an academic matter and not a subject of bargaining. Nevertheless, we provide the following information:

Rackham recommends that each program create guidelines and procedures by which it will offer an additional term or terms of stipend, tuition, and benefits to doctoral students whose degree progress was disrupted by the COVID-19 pandemic and whose funding committed by offer letter has been exhausted. Rackham further recommends that the decision to extend additional terms of funding will be the collaborative decision of the faculty, student, and doctoral program.

Rackham will update its current Academic Dispute Resolution Policy to resolve cases in which faculty, student, and program do not agree on the need for extended funding due to the COVID-19 pandemic.

7. Retaliation:

No Reprisals: No Employee shall be disciplined or penalized as a result of participating in the job action conducted between September 8, 2020 and September 16, 2020. Neither the University nor its departments or offices shall initiate or maintain any adverse action against the Graduate Employees Organization, AFT Local 3550, AFT Michigan, AFL-CIO or its officers in response to the job action. All provisions of the current collective bargaining agreement are recognized as continuously in effect. This provision shall apply to encompass any action initiated against the Union or any individual member of the bargaining unit represented by the union in response to participation in the job action for conduct that occurred up to and including the date of this agreement. Any discipline, if any, previously imposed shall be rescinded in full. Disputes with regard to the application or interpretation of this memorandum of agreement shall be resolved through the grievance and arbitration procedure contained in the parties' collective bargaining agreement.

The Parties agree that appointing units may require work that was not completed during and due to the strike to be completed upon conclusion of the strike, and such assignments will not constitute reprisal or retaliation.

The University will not enact any reprisal against any student employees as a result of their support for GEO's strike. The Provost will encourage Faculty members to consider flexibility regarding their attendance policies in addressing students' absences due to their support of GEO's strike.

8. Strike End, ULP and Injunction:

Administration withdraws the ULP and the injunction filed against GEO, if all terms are agreed upon.

GEO ends the strike immediately upon its membership's vote to approve these terms and GSIs and GSSAs return to teaching immediately.

Immediately upon GEO's membership's approval of these terms, GEO will issue an unqualified statement that the strike is over and direct bargaining unit members, and all persons who supported GEO's strike, to return to work immediately. Further, GEO will immediately cease any action that purports to persuade or influence anyone to withhold their labor or continue to participate in any work stoppage or job action.

9. Policing Matters

Policing is not a subject of bargaining. Nevertheless, we provide the following information.

Michigan Ambassadors Program: The Vice President of Student Life is in discussion with various constituency groups, including the Students of Color Liberation Front, (including a meeting on 9/16/2020 with Student Life Leadership to get feedback necessary to **revise/revamp** the Ambassador Program. The program served a key purpose during the first few weeks of the semester and we anticipate significant changes as the needs and timing of the semester have changed.

The Vice President for Student Life is very open to suggestions and feedback received from the Students of Color Liberation Front (SOCLF). Substantive discussion about changing the role of the police in the revise/revamp of the Ambassadors program will occur.

Policing as a Public Health Issue: Consistent with Provost Collins' public announcement on 9/15/2020, the University will charge a representative Task Force on Policing at U-M. Working inclusively with the many diverse members of our community, including the SOCLF and GEO, the University commits to a process that is fully transparent and advances U-M DPSS as a national model for public safety on a university campus. The Task Force will evaluate best practices for continuing to improve DPSS information transparency. The Task Force committee will issue a report with recommendation.

**Memorandum of Understanding
between
GEO, AFT Michigan Local 3550 and the University of Michigan**

WHEREAS, members of the Graduate Employees' Organization ("GEO") bargaining unit have the right, per Article XXI, Section G of the UM-GEO Collective Bargaining Agreement, to not be required to act in a manner that constitutes a health and safety hazard in their employment relationship.

WHEREAS, GEO and the University recognize anxieties and concerns inherent to the return to in-person instruction for GSIs during the ongoing COVID-19 pandemic, the Union and the University jointly resolve to providing members of the GEO bargaining unit with a process to expediently address those anxieties and concerns, and a mechanism to protect the Employee's health and safety.

WHEREAS, the Parties agree and understand that such concerns that fall under the purview of the Provost's guidance, issued on July 7, 2020, will be escalated using the process set forth in the [Provost's Return to On-Campus Work for Instructional Employees \(Faculty & GSIs\)](#) and addressed accordingly as particularly high priority. This guidance ensures an equitable approach to instructional decision-making requiring collaboration and partnership between central leadership, faculty/GSIs, and Schools/Colleges/Units. It also requires a shared commitment to both delivering on the University's promise of a Michigan education and protecting those members of our teaching staff who are the most vulnerable.

The parties recognize that the Provost's Return to On-Campus for Instructional Employees guidance is limited in scope to Instructional Employees, such as GSIs, and does not apply to GSSAs. However, the process outlined below (other than Paragraph 3a) shall be available to both GSIs and GSSAs.

Process/Procedure:

- 1.) In the event an Employee brings forth good faith concerns relevant to this MOU to GEO, GEO may present those concerns to Academic Human Resources ("AHR"). Alternatively, Employees may elect to consult directly with their faculty supervisor or employing unit.
- 2.) The Employee should identify for GEO specifically what their concerns are with their hybrid or in-person working conditions, so that GEO and AHR can expediently triage and seek to resolve those concerns.
- 3.) a. The Parties recognize and agree that for GSIs, medical conditions that are or may be high-risk for severe COVID-19 infection (as identified by the Centers for Disease Control and Prevention) must be addressed through the Provost's Return to On-Campus Work for Instructional Employees (Faculty & GSIs) guidance, and the Parties agree they will escalate such concerns accordingly and separately.

b. In the event an Employee (whether a GSI or GSSA) identifies a medical condition that is not covered by the Provost's Return to On-Campus for Instructional Employees (Faculty & GSIs) guidance, the Parties agree to prioritize the review of those concerns.

- 4.) As soon as possible, and ideally within two (2) business days of GEO notifying AHR of the Employee's health and safety concerns besides those described in #3 (a) and (b) above, concerns, GEO and AHR will convene to discuss the Employee's concerns in detail. The intent of this meeting is for the Parties to achieve a mutually acceptable and prompt resolution. The mutually acceptable resolutions might include, but are not limited to: reassignment of the Employee's duties pursuant to Article 9. Section C (9) of the UM|GEO Collective Bargaining Agreement, providing relevant information about the University's health and safety requirements/guidelines, providing resources, providing additional Personal Protective Equipment ("PPE") as might be appropriate for the working conditions or making reasonable alterations to the work assignment location.
- 5.) In the event acceptable and prompt resolution is not achieved during the meeting identified in #4 above, the Parties may agree to follow-up meetings or may initiate discussions with appropriate Department or employing unit representatives, with the intent to achieve a mutually acceptable and prompt resolution.
- 6.) In the event that the Employee's health and safety concerns about their classroom space cannot be resolved, then at the Employee's request (if the Employee holds a GSI appointment), the Employee may work remotely while their concerns are being investigated. For Employees holding a GSSA appointment, a suitable remote work arrangement will be made while their concerns are being investigated. While not all health and safety concerns will be resolved by moving permanently to remote instruction format, every effort will be made to find a suitable resolution to the Employee's concerns.
- 7.) If the Employee disagrees with the outcome of the investigation noted in #6 above, the Union may file a grievance at Step 3, within two business days of receiving the outcome of the investigation. The parties will then meet at Step 3 no later than two days following the receipt of the grievance filing. The Employee may continue to teach remotely until the answer of the Step 3 grievance is received. Once the Step 3 answer is received, should the decision require the Employee to return to the classroom, the Employee will continue to be able to work remotely, and a three-member panel will assemble within two business days to determine whether the Employee will return to the classroom. The three-person panel's decision will be final and the matter will not be subject to the grievance arbitration procedures of the UM|GEO Collective Bargaining Agreement.

The three-member panel's decision will be limited in scope to determine whether the Employee continuing to work in-person requires them to act in a manner that constitutes a health and safety hazard (pursuant to Article 21, Section G). All decisions rendered by the three-member panel will be made on a non-precedent setting basis.

The three-member panel will be composed of one (1) GEO selected member, one (1) U-M selected member, and one (1) jointly agreed upon representative.

If the Union and the University do not jointly agree on a third member of the panel, the third member will be determined by random selection between two individuals (one chosen by UM, one by GEO).

None of the three panel members may have been involved in any part of the process outlined above.

- 8.) The Parties will document the mutually acceptable and prompt resolutions to writing.
- 9.) The Parties agree that any resolution achieved for one Employee will not set a precedent for any other Employee, Department, or employing unit.
- 10.) The Parties agree that this MOU shall be in effect for the Fall 2020 term, and expires December 31, 2020. The Parties will reconvene prior to the end of the Fall term to discuss measures for the Winter 2021 term.