

WHAT IS IN YOUR GEO CONTRACT

2020-2023



A guide to your rights and benefits as GSI and GSSA employees, negotiated by graduate students like you

CONTENTS

- 2 Grievances
 - 4 Appointment Letters
 - 5 Healthcare & Insurance Benefits
 - 6 Hours
 - 7 International GSIs & GSSAs
 - 8 Job Postings & Hiring Procedures
 - 9 Job Security
 - 10 Membership Dues
 - 10 Parents
 - 11 Teaching Environment
- 

GRIEVANCES

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

Departments, supervisors, or administrators sometimes fail to honor our 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 (i.e. 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 problem (there are strict deadlines with grievance filing so timing is very important—see Grievance 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
 - a. Interview grievants and witnesses
 - b. Request more information from the university
 - c. 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 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. (Grievances about discrimination, harassment, or sexual harassment must be submitted within 180 days of the union's reasonable knowledge of the facts giving rise to 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 21 days of the meeting.

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

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, the child care subsidy, SEVIS fees, and policies for employees with disabilities
- 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 as 40 hours a week, but few if any GSIs have a 1.0 fraction. You will receive a fraction calculation form that shows the expected breakdown of work time, to be signed by your direct supervisor, no later than 14 days after start of employment.

Raise Schedule: For 2020-21, you won a 3% raise, followed by a 3.4% raise in 2021-22, and a 3.7% raise in 2022-23. Workers at Flint will receive a 3% raise each year. The minimum FTE salary for each school year is as follows:

- 2020-21: \$22,432.37 (Flint \$19,243.49)
- 2021-22: \$23,195.07 (Flint \$19,820.79)
- 2022-23: \$24,053.29 (Flint \$20,415.42)

Salary: To determine your salary for four full calendar months of employment, multiply the salary above for the current year by your fraction (ex: \$22,432 x .5 = \$11,216 per term, disbursed in four payments of \$2,804, less state and federal income taxes).

Advance September Paycheck: You are now able to receive your September paycheck at the beginning of the month. To do so, you must submit the paycheck advance form to UM payroll each year at the end of August.

Tuition Waiver: You pay no tuition if your fraction is .237 or greater. Employees with lower fractions will pay only a portion of the tuition.

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.

Read More:

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

Article X: Salaries

Article XX: Tuition Waiver

HEALTHCARE & INSURANCE

BENEFITS

GradCare: You, along with your dependents and Other Qualified Adults, are entitled to zero-premium GradCare coverage, including 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 \$500 per individual and \$1,000 per family.

Dental Coverage: You are entitled to the zero-premium Option 1 dental coverage plan. This option covers oral exams and cleanings, twice per year. You can opt to pay for higher tiers that cover more dental procedures.

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: Your GradCare coverage includes hormone replacement therapy, speech language therapy, mastectomy, major and minor genital reconstruction surgery, facial feminization surgery, permanent hair removal, tracheal shave, and fertility preservation. GEO members seeking treatment for vocal gender dysphoria may receive up to 15 speech language therapy sessions per calendar year, with a \$25 co-pay at each session. The number of speech language therapy sessions that GradCare covers will be based on a recommendation from your speech-language pathologist. Hormone replacement therapy can be initiated on the basis of informed consent, without the need of a psychological letter of support.

Paid Medical Leave: You are eligible to six weeks of paid medical leave each year due to personal or family member's illness, injury, medical appointment, medical procedure, or other disabling medical condition, with no documentation required.

Additional Benefits: Employees with a 0.25 fraction or above are eligible for a number of additional benefits, 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 XII:** Leaves of Absence
- **MOU II:** Summer Benefits
- **MOU V:** Mental Health Co-Payments
- **MOU XI:** Speech Language Therapy for the Treatment of Gender Dysphoria
- **Appendix C:** Gradcare University Contribution Formula

HOURS

Fractional Breakdown: You will receive a fraction calculation form that shows the expected breakdown of work time, to be signed by your direct supervisor, no later than 14 days after start of employment. 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.

Read more:

- **Article X:** Salaries, Section F. Employment Fraction
- **Article XXI:** Employee Rights, Section I. Work Hours

Track Your Hours

The hourly nature of your 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.

Tracking Tools:

Phone Apps:

www.timesheet.io

www.atimelogger.com

Paper & Pencil or Excel:

Find spreadsheets under the “How your Appointment Works” tab at:

www.geo3550.org

INTERNATIONAL

GSI & GSSAs

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 your hours to ensure that you are remaining below this cap. You are allowed to file a prospective grievance if you have reasons to expect that course expectations will take you 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 your citizenship status has been a factor in a job decision should contact your 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, spouse, significant other, or a pregnancy that didn't end in a live birth 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 Fee Reimbursement
- **Article XIII:** Sections D and E: Immigration Proceedings and Bereavement Leave Pay
- **Article XIV:** Sections G: Discrimination, Harassment, or Sexual Harassment Grievances
- **Side Letter re: IGSI and GSI:** Recognition of requirements for IGSI appointments

JOB POSTINGS & HIRING PROCEDURES

Distribution of Job Postings: Departments are required to maintain up to date hiring information on their websites and email job postings for available positions to all graduate students enrolled in their degree programs, with a 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, the extent to which applicant preferences will play a role in course placements, and 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.

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, genetic information, 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, medical conditions including those related to pregnancy, childbirth, and breastfeeding, arrest record, or any other factor where the item in question will not interfere with job performance and where the employee is otherwise qualified. 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.

Read more:

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

JOB SECURITY

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 and during periods of Detached Study, GSIs/GSSAs are not required to register for classes. In the fall and winter terms, GSIs/GSSAs are required to be registered for not less than six credit hours per term or, with the written approval of the student’s graduate faculty advisor, not less than five credit hours consisting of not less than two 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 unsatisfactory performance or misconduct, before taking any action, the department must first discuss the matter with you. 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.

Read more:

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

MEMBERSHIP DUES

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 VII:** Continuation of Dues Authorization

PARENTS

Paid Leave: Following the birth of a child, the birthing parent is entitled to six weeks of paid leave. Additionally, for non-birthing parents or following the adoption / foster care / legal guardianship of a child under six, you are entitled to three weeks of paid leave. You can then also use your six weeks of paid medical leave, and non-birthing parents can take an additional two weeks of unpaid parental leave. Whenever possible, you must request parental leave in writing no less than four weeks prior to its start.

Child Care: Eligible employees are entitled to the Child Care Subsidy Award, which is at a minimum per term \$2,940 for one child, \$4,310 for two children, and \$5,682 for three or more children.

Lactation Spaces: You are guaranteed access to designated lactation spaces, and if none exists near your work site, your appointing unit must make a reasonable effort to provide a temporary lactation space shielded from view and free from intrusion.

Read more:

- **Article XI:** Benefits
- **Article XII:** Childcare
- **Article XIII:** Leaves of Absence
- **MOU VI:** Lactation Accommodations

TEACHING ENVIRONMENT

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, a place for sensitive conversations if requested, and a secure space for storage of teaching and grading materials. 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.

Accessibility: You are guaranteed accessibility accommodations for disabilities and will not be required to disclose the nature of your condition to your employing department. These requests can be made at any time during or preceding your term of employment. You will be required to fill out an accommodations request form and provide documentation concerning medical information to the designated central office as necessary to process the accommodation request. If your request is approved, the designated central office will work with administration from your employing department to implement the accommodation. If it is denied, you will be provided with the reason for denial.

Read More:

- **Article XVII:** Class Size
- **Article XIX:** Employee Training
- **Article XXI:** Employee Rights
- **Article XXII:** Policies and Procedures for Employees with Disabilities



**Read your full contract at
contract.geo3550.org**