

To whom it may concern,

Corrections and rebuttal to the original letter by Vice Provost Phil Hanlon are provided below, in blue font and [brackets].

Sincerely,
Stephen Sparks

**Anthropology and History Doctoral Program
GEO Organizing Committee**

To: Deans of Schools and Colleges

From: Phil Hanlon

Date: March 17, 2008 (as revised on March 19, 2008)

Subject: GEO negotiations

I am writing to update you on the negotiations between the University and the Graduate Employees' Organization. A University bargaining team made up of faculty from LS&A, Engineering and Music, along with senior staff from LS&A and Academic Human Resources, has met with the GEO bargaining team since early ~~December~~ **[mid November.]** We have reached tentative agreements on ~~eight~~ **[ten]** contract articles and have made significant progress in many important areas. However, a number of issues are still unresolved.

Although bargaining is scheduled to continue throughout March, GEO has announced its intention to hold a two-day work stoppage on Tuesday and Wednesday, March 25 and 26. **[We have extended our contract twice in order to continue bargaining in good faith and have scheduled additional bargaining sessions in order to avert a walkout. At the University's request, we agreed to bargain 4 out of 5 days this week and for the first 2 days, the University did not come to the table with any prepared counter-proposals.]** The union's plans are troubling. A work stoppage would seriously disrupt our educational efforts, and in the end would harm our undergraduate students. **[As GSIs realize, it would also require considerable sacrifice on the part of graduate students themselves.]** I do not believe a walkout is appropriate, nor is it necessary in order for GEO to arrive at a fair contract that represents significant progress for its members. **[No GSI takes the decision to participate in a work stoppage lightly. We firmly believe that better compensated GSIs make better teachers of undergraduate students. It has become clear over the course of negotiations these last five months, and especially these last few weeks, that the only way we can get the university to give us the respect and compensation we believe we deserve for the work we do is by withholding our labor.]**

Following is a summary of the University's positions on some of the key issues that remain under discussion in bargaining.

Compensation:

UM graduate student instructors rank among the nation's top three public universities in salary and benefits. **[This data is three years out-of-date. Northwestern University has launched a program that provides 5 years and 4 summers of funding, and Yale, Harvard and Princeton now provide graduates with an average of \$20,000 over 12 months. Beyond private schools, the average salary at the University of Iowa is \$16,575 for graduate instructors; and at Rutgers it is \$19,815. For the last nine years our salaries have not kept up with inflation.]** The University believes that competitive support packages are essential to attracting the best and brightest graduate students. **[There is increasing recognition among prospective graduate students, including those who recently visited Ann Arbor during prospective student visits, that financial packages at the University of Michigan are no longer competitive with packages for graduate students at rival schools which prospective students consider.]**

The typical GSI at U-M has a 50% appointment, currently earning a salary of \$15,199 per academic year **[this amount is before tax and for 8 months only, leaving graduate students scrambling financially over summers]**, University-paid health and **[inadequate]** dental benefits for themselves and their dependents, and a full tuition waiver. A GSI with a .25 percent appointment also receives full employer contribution to benefits and a full tuition waiver. The tuition waiver for fall and winter ranges from \$10,088 to over \$38,700, depending on the enrollment status of the student and his or her area of study. **[GSI's employed at lower than .25 percent appointments receive only partial health care benefits and partial tuition waiver.]**

The University's proposal guarantees that GSIs will continue to receive annual salary increases at least equal to those of faculty in LS&A, the academic unit which employs the largest number of GSIs. The University has offered a salary increase of 3 percent per year for three years, or the LS&A average faculty increase, whichever is higher. **[The process by which this figure is calculated is still an active issue at the bargaining table, due mostly to a lack of transparency in the LS&A Dean's office.]** The University has also indicated to GEO that it is willing to discuss an additional increase to the full time rate in the first year to remain competitive. **['Competitiveness' is obviously important to ensuring that the 'best and brightest' are attracted to studying at Michigan, but so is fair compensation for the work which we do at this university, teaching, advising and grading the undergraduate population; labor which allows non-tenured professors to work towards attaining tenure, and allows tenured professors to further their careers through continued writing and research, which would otherwise be impeded by undergraduate teaching, advising and grading.]**

GEO proposes an increase of 9 percent in the first year, raising the minimum salary rate from \$15,199 to \$16,566. In subsequent years, the union requests **[in fact, the union and the University have agreed to]** the greater of a three percent increase or the LS&A average faculty increase. In addition, GEO proposed a new concept they term "Summer Bridge Pay." It would provide a "summer stipend" equal to one-half of one month's pay for each Fall or Winter semester worked. This translates to an amount equal to a 12.5

percent salary increase in addition to the 9 percent they have requested. **[This is incorrect. As Colleen Woods, the GEO lead negotiator said in her correction email to Dean McDonald, “at no part in the bargaining process have we asked for 21.5% in the first year in our wage proposal.”]** The University has **[partially]** rejected these proposals, both in concept and in cost.

The University is experiencing the most difficult budget climate in its history. In the last six years, our state appropriation has declined by 11 percent—a \$40 million drop. It is not reasonable for GEO to expect large salary increases that are completely out of scale with those being given to faculty or other employee groups. **[It is disingenuous to compare GSI salaries to salaries of other employees - such as faculty. We do not earn salaries comparable to the salaries of the vast majority of faculty and staff at the university. The ‘raise’ we are asking for is in fact an attempt for GSI salaries to reach parity with the amount which the University Office of Financial Aid publishes on its website as the ‘cost of attendance’ for a single graduate student living in Ann Arbor. This number is not an arbitrary, meaningless number: it is used by the U.S. Federal Government to determine whether graduate students are eligible for study loans or not. Suggesting that GSIs should not receive a raise that meets the University’s own published ‘cost of attendance’ because other employees such as faculty do not receive similar raises is nonsensical, precisely because we do not earn anywhere close to the salaries of such employees and because, as David Hecker, president of the Michigan division of the American Federation of Teachers said on Thursday, March 20th, it shows a lack of respect for the research conducted by the University Office for Financial Aid.]**

Benefits:

GEO members with a 25% or greater appointment are eligible to receive University-provided health and **[inadequate]** dental care for themselves and their eligible dependents, as well as basic life insurance. **[GSIs with lower than .25 percent teaching appointments have to buy into health care etc and do not receive the same benefits as other GSIs]** The union proposes to expand this full employer contribution to all bargaining unit members, regardless of percentage of appointment. **[This statement (‘regardless of percentage of appointment’) implies that GSIs with lower fraction appointments are somehow undeserving of basic health care. These graduate students may teach less than other graduate students, but does that make them in any way less entitled to basic health care? Regardless of appointment, GSIs are responsible for undergraduate education at this university every day of the academic year. We should all have basic health care.]** The University has rejected this proposal primarily due to the associated cost. **[The cost of extending health care and dental to the GSIs teaching at lower than .25 percent appointments would in fact be just \$170, 000]**

While GEO members can choose from the same health plans as faculty and staff, currently about 95% of GEO members are enrolled in GradCare, a comprehensive insurance program designed for graduate students that is similar to UM Premier Care. The current GEO contract provides that GEO members with an appointment of .25 or greater who

enroll in the GradCare comprehensive insurance program pay no insurance premium either for themselves or their dependents.

GEO is asking for benefits coverage for a two month period during which a GSI has not yet worked for the University. Specifically they propose that benefits be provided during Spring term for someone who works Summer term and the subsequent Fall term. The University has rejected this proposal because it is nearly impossible to administer. It would require that the University provide benefits to a new hire two months prior to their anticipated start date.

The union is proposing ~~unlimited physical therapy~~ **[this is incorrect, GEO moved away from physical therapy last week]** and mental health coverage. Under GradCare, like other UM insurance plans, physical therapy visits are limited to “one period of treatment for any combination of physical, occupational and speech therapies within 60 consecutive days per medical episode.” **[Under the former GradCare (before it was sold) GSIs used to have 120 days to use physical therapy.]** ~~The union has proposed unlimited physical therapy benefits.~~ **[Again, this is incorrect]** GEO’s proposal would require the University to renegotiate with its insurance vendors for a benefit not typically offered in any employer health plan. **[The university writes its own ticket for insurance, it’s not like they have to shop around for a new plan! The university’s prevarications are no excuse for not recognizing the importance of giving people better health care.]** In addition, GradCare, like other UM insurance plans, requires that “all mental health care services must be provided by participating provider and be preauthorized by Blue Care Network except in an emergency” with a cap of 25 outpatient visits per year. GEO has proposed unlimited mental health visits, no cap on the time period allotted for visits, covered out-of-network services and self-referral. **[Again, this is inaccurate, GEO has conceded this at the table]** GEO’s proposal would again require the University to renegotiate with its insurance vendors. National legislation on this issue is pending. At this time, an unlimited mental health benefit is virtually unheard of in employer plans. **[Mental health parity is a national issue. The house and senate recently passed legislation requiring mental health parity (i.e. insurance companies cannot treat mental health any differently than physical health). GEO members find it hard to believe that it is going to take national legislation to finally get the recognition that mental illness is as serious a medical issue as physical health. Researches at the University of Michigan’s own hospital are at the forefront of research related to mental health. We want the university to be a leader in what is clearly a national movement to de-stigmatize mental illness! Asking for parity is not asking for ‘unlimited benefits’ as the University claims, but rather for ‘mental health’ benefits to be administered in the same way as physical health care.]** Further, as graduate students, GEO members have access to a broad range of mental health services beyond those provided by their health insurance plan. **[Instead of a ‘broad range’, these services are for short-term, crisis-management services and not the kind of longer-term care that mental illness requires]** The University rejected both proposals.

The current contract provides full employer contribution to Dental Option I with a .25 appointment. GEO would like to expand full employer contribution to all bargaining unit

members and to provide Dental Option II, instead of Option I, at no cost to employees. UM has rejected this proposal. **[Again, the Union has withdrawn this proposal.]**

The University and GEO continue to discuss the criteria under which benefits will be provided to Other Qualified Adults.

The accumulation of the GEO requests— providing benefits for all GSIs, adding services, expanding the benefits pool to an undetermined number of potential future GSIs **[The University administration knows that the number of GSI appointments each academic year is actually very stable – there will be no new large pool of GSI appointments in the next three years, so this language about an “undetermined number of potential future GSIs” is nonsensical and misleading.]** and doing all this while ensuring that GradCare continues to be offered for free—have cost implications that are completely unmanageable for the University. The sum of all of GEO’s proposals for changes in health care are financially unrealistic and in some cases attempt to change basic health insurance coverage on a local level when the real changes need to come nationally. **[Small local changes are how things get done. Leaders must emerge from somewhere and Michigan, home of the “leaders and the best” should be fostering a climate that lets its students lead and where the university is itself an institution that leads.]**

Child Care:

Child care is an issue affecting all U-M employees and students who have children. We recognize the importance of quality child care in the lives of graduate students with children. That is why the University is proud to offer all **[some]** graduate students **[who are, or whose spouse is a, US Citizen or permanent resident]** subsidies to help with the cost of childcare **[and some of them only if they’re “bound and determined” to fight their way through the bureaucracy.]** In addition, the current contract includes a clause that ties increases to this subsidy to increases in cost to attend the University’s child care centers. Child care issues continue to be addressed on a broad level at the University. The Work/Life Resource Center’s many services include assistance with locating child care programs and alternative services such as Kids Care at Home and the Campus Child Care Homes Network. **[These systems are often not available to grad employees (due to lack of space), operate at hours that do not match GSI work schedules, and are very expensive in relation to the subsidy. To place your child in the kind of licensed care required by the conditions of the subsidy is a money-losing venture for parents.]**

The current GEO contract provides a sliding scale subsidy based in part on financial need to assist with the cost of child care centers. Eligible graduate students currently receive up to \$1870 per term for the first child, up to \$2,830 for two children and up to \$3,790 for three or more children. The contract includes an escalator clause that increases the subsidy amount each year by the average annual percentage increase in tuition at the UM childcare centers (excluding the Health System facility).

~~GEO wants to increase the child care subsidy to \$2,500 for the first child and \$1250 each for the second and third. The University proposed an additional \$150 per child to the escalator for first year of the contract; after that, the escalator would apply.~~ **[GEO and the**

University have reached tentative agreement on language that adds \$100 to the subsidy for each year of the contract, with the tuition increase still factored in.]

The Office of Financial Aid, which administers the subsidy and sets the eligibility requirements, requires that in order to receive the subsidy, if married, the spouse of the graduate student must be enrolled at least half-time in a degree program or be employed for 20 hours per week outside the home. **[Why does the university cite the Office of Financial Aid as an authority here, but refuses to accept the ‘cost of attendance’ figures for graduate students living in Ann Arbor which the Office publishes on its website, and which is the basis for GEO’s wage proposal?]** The union wants to waive the work requirement for the international spouses of graduate students who cannot work due to visa status. In setting the eligibility requirements, the Office of Financial Aid, following a policy established several years ago when the subsidy was first introduced, assumed **[you know what they say about assumptions!]** that spouses who cannot work will provide their own child care and therefore not incur a cost. The University has not accepted GEO’s proposal. **[The 20 hour work requirement is outdated. Not everybody who is in the home is available to provide round the clock care. Just because you are not working or studying for 20+ hours a week does not means that you do not have childcare needs! International GSIs with families are the most economically marginalized group within our unit because they cannot qualify for government aid, have a harder time securing loans, and have to support a family off of only the GSI salary because they are ineligible for work in excess of 20 hours a week on campus.]**

Tuition Waiver

Currently GSIs with at least a .25 percent appointment receive a full tuition waiver. For those holding less than a .25 appointment, the amount the student pays is adjusted according to the percent of appointment.

- a. Full waiver with a .25 appointment
- b. At .05 appointment, student pays 59% of tuition
- c. At .10 appointment, student pays 49% of tuition
- d. At .15 appointment, student pays 39% of tuition
- e. At .20 appointment, student pays 29% of tuition

GEO is requesting a full waiver with a .20 appointment. We estimate the cost in the first year, at 2007-08 tuition rates, to be about \$600,000. The union is also requesting an increase of 10 percent in all other waivers, which is estimated to cost an additional \$100,000.

In addition, GEO seeks language that would provide a partial waiver to GSIs who work for only part of the term; the current contract requires a full term appointment in order to be eligible for the waiver. **[GSIs who are only able to work part of the term usually stop working for serious personal reasons, including mental or medical health problems – why should they be punished by not receiving tuition waivers which they would otherwise have?]** In negotiations, the UM bargaining team continues to propose current contract language on the tuition waiver.

Recognition and Definitions

GEO originally proposed eliminating virtually all ties to academic standing [**Because it has been capriciously applied. The ten term rule is problematic because it doesn't take account for the programs that simply take longer to get through; it is a one-size-fits-all policy for all disciplines. Members *do* in fact get waivers to receive funding beyond their tenth term---but how or why these waivers are given is not transparent. Students are also denied waivers.**]; UM held firm on this, and GEO has agreed to retain current contract language, with small clarifications.

GEO is also seeking to expand the size of the bargaining unit in two ways. First, GEO seeks to include individuals who provide grading on an “on demand basis;” such individuals are [**sometimes**] currently hired in temporary hourly appointments. [**GEO seeks clearer standards by which such positions are delineated from bargaining unit work.**] Secondly, GEO seeks to expand the definition of Graduate Student Staff Assistant to include students whose duties are relevant to a certificate program as an alternative to a degree program or requirement. [**If the University does not honor the academic validity of its own certificate programs, why does it offer them? If GEO conceded on ties to the academic standards ('academic good standing') required for us to do our jobs as GSIs, accepting the language on GSSAs is a logical extension of this rationale.**] The University is under no legal obligation nor do we wish to change the scope of the bargaining unit as part of negotiations; therefore UM rejected these proposals. [**Graduate students who are outside the bargaining unit – and not classified as GSI's – are not protected by the GEO contract, and thus vulnerable to exploitation and abuse. Numerous departments and programs have sought to reclassify various work (including grading) as non-GSI work in order to not have to pay GEO negotiated hourly wages to graduate students and for health care and other benefits. We are not trying to “extend” the bargaining unit; we are trying to defend GSIs from being denied the protections, rights and benefits which GEO has worked hard to secure.**]

GEO has proposed adding language that would prohibit academic units from establishing any policy that would exclude from employment qualified graduate students on the basis of a number of terms previously employed. Several schools and colleges currently limit such support to ten terms. UM has rejected this proposal and informed GEO that the University considers this a matter of academic judgment and thus a permissive subject of bargaining, as previously determined by the Michigan Employment Relations Commission. [**The fact that GEO has historically brought this issue to the table almost every time we bargain speaks to a larger problem that the University continually refuses to address in a systematic way, preferring instead the capricious band-aid solution of waivers and leaving finishing students scrambling to find funding.**]

[**It should also be noted that GEO has continually received no engagement from the University on the issue of paid training for GSIs. This important aspect of our contract was summarily ignored by the University. Both GSIs and undergraduates have called for improvements to GSI training. The unresponsiveness on this simple measure, which could have quite easily and inexpensively been resolved, speaks to the**

University's continued desire to frame these negotiations in a purely financial rather than an educational and professional context.]

Tentative Agreements

The University is pleased that the teams have been able to reach agreement on ~~eight~~ **ten** articles. Below is a sample of tentative agreements reached to date.

Leaves - This article includes provisions describing the new "Employee Parental Accommodation Period", which is patterned after Rackham's recently announced "Graduate Student Parental Accommodation Policy", adapted to the context of GSI positions under the GEO agreement. GEO considers this a major accomplishment, as does the University bargaining team.

Anti-Discrimination and Equal Employment Opportunity - The harassment provision of this article has been revised to prohibit "verbal abuse, threats or intimidation that significantly interferes (with) the Employee's ability to perform his or her duties..." An associated Memorandum of Understanding documents the parties' agreement to assign a GSSA in Academic Human Resources during next fall term to study and create materials relevant to accommodation of graduate student employees with disabilities. The GSSA will work in conjunction with the Office of Institutional Equity.

Posting - The primary change in this article is an agreement to create a ListServe system to be used by academic units that appoint graduate students from outside of their own department as GSIs or GSSAs.

The University's bargaining team will continue to meet with GEO to resolve the remaining issues. Updates on the status of the negotiations will be detailed on our web site at <http://www.umich.edu/~urel/gsi-sa/>. I believe we will ultimately reach agreement on a contract that continues to make significant improvements in the compensation and working conditions of our GSIs, and maintains the high quality of our undergraduate instruction.