

# **UM-GEO Tentative Agreement for 2011-2014**

**March 19, 2011**

The GEO Bargaining Team reached a tentative agreement with the University on March 19, 2011. The following articles and memoranda of understanding are now submitted for ratification by secret ballot by the general membership. A summary of major changes from the 2008-2011 UM-GEO Agreement precedes the new text of each article. The package of articles must be ratified as a whole. Once the package is ratified by a majority vote, the new Agreement will be in effect. If you have any questions, please contact your department steward or email [umgeo@umich.edu](mailto:umgeo@umich.edu).

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**Article \_\_\_: Policies and Procedures for Employees with Disabilities**  
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**Article \_\_\_: Policies and Procedures for Employees with Disabilities**

**Summary of Intent:**

Specifies that a central office will be designated to handle Employees' accommodations requests and implementation of those requests. Stipulates central fund to pay for such accommodations. Mandates the creation and maintenance of forms Employees can use to request an accommodation and the formal procedure by which these requests are made. Mandates that the University designates administrators in each school or college to assist in facilitating the accommodations process in consultation with the designated central office. Explains that Employees may make a request informally in their individual appointing units. Includes training for school/college administrative designees as needed.

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**Article \_\_\_: Policies and Procedures for Employees with Disabilities**

**Section A. Americans with Disabilities Act**

The Americans with Disabilities Act (ADA) is a federal civil rights law which prohibits discrimination against qualified individuals with disabilities. The University of Michigan promotes the full inclusion of individuals with disabilities as part of its commitment to creating a diverse, inclusive community. It is the policy of the University of Michigan to comply with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, and other applicable federal and state laws that prohibit discrimination on the basis of disability.

Additional information about the ADA can be found at the following websites:

<http://hr.umich.edu/oie/ada/adainformation.html>

<http://hr.umich.edu/oie/ada/adaresources.html>

**Section B. University Organization**

1. The provisions of this article will be fully implemented no later than January 1, 2012.
2. The University will maintain a central fund for implementing reasonable accommodations for Employees with disabilities. Exhaustion of the fund shall not be used as a reason for denying accommodation requests.
3. The University will designate a central office ("designated central office") for responding to requests for accommodations for Employees with disabilities. This designated central office shall have in its charge:

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- a. management of the accommodations fund specified in B.2;
  - b. receiving and maintaining Employee accommodation requests and supporting documentation;
  - c. advising employing schools or colleges, or appointing units as needed, in determining whether requested accommodations are “reasonable” as the term is defined in the Americans with Disabilities Act (“ADA”) and other applicable federal and state regulations;
  - d. coordinating with the administrative designee of employing schools or colleges in implementing accommodations;
  - e. maintaining records of accommodations formally requested (according to C.4.a.i) either through the designated central office or the administrative designee of an employing school or college and the disposition of those requests;
  - f. compile an annual report containing a summary of accommodations formally requested (according to C.4.a.i), and the outcome of those requests, omitting information pertaining to specific individuals and provide to GEO and/or Academic Human Resources upon request;
  - g. advising Employees about the accommodations process; and
  - h. providing guidance and training to employing schools or colleges and/or appointing units as needed about ADA compliance and compliance with the provisions of this article, and best practices for interacting with Employees with disabilities.
4. Each employing school or college will designate an administrative contact ("administrative designee") who is responsible for communicating with necessary parties about accommodations requests made by Employees in that employing school or college.
5. The University will maintain standardized accommodation request forms, medical documentation forms, and accommodation approval forms. Employees will be able to access these forms through their employing school or college’s administrative designee, the designated central office, and the website of the designated central office.
6. As specified in Article IX, Section C.7, employing units will include in their initial offer letters to all Employees a statement that the University complies with the ADA, provide contact information for the administrative designee for the employing school or college, and contact information for the designated central office.

**Section C. Accommodations Procedure**

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1. The accommodation process may require discussion and consultation with the Employee's immediate faculty supervisor and/or other appropriate faculty or staff whose duties include the coordination and/or management of GSA appointments.
2. An Employee need not disclose their medical condition or impairment to their immediate supervisor or appointing unit administrators in order to request a reasonable accommodation. An Employee, however, will be required to disclose such an impairment and/or medical condition to the designated central office as necessary to process an accommodation request. The designated central office may disclose the impairment and/or medical condition to the immediate supervisor or appointing unit faculty and staff only to further the interactive process. In the event the designated central office decides it is necessary to disclose the impairment and/or medical condition to the immediate supervisor or appointing unit faculty and staff to further the interactive process, the designated central office will inform the Employee prior to the disclosure.
3. Documentation involving accommodations will be kept separate from departmental academic records and Employee personnel files. Documentation related to accommodation requests will be available only to employing school or college administrators and/or appointing unit faculty and staff who are involved with the implementation of a reasonable accommodation. An Employee need not provide documentation concerning medical information (e.g., physician statements) to appointing unit faculty and/or staff in order to request the accommodation. An Employee, however, will be required to provide documentation concerning medical information to the designated central office as necessary to process an accommodation request. The designated central office may provide the documentation concerning medical information to the immediate supervisor or appointing unit faculty and staff only to further the interactive process. In the event the designated central office decides it is necessary to disclose documentation concerning medical information to the immediate supervisor or appointing unit faculty and staff to further the interactive process, the designated central office will inform the Employee prior to the disclosure.
4. Employee requests for accommodations will proceed according to the following steps:
  - a) Step One
    - i. The Employee seeking a disability accommodation may obtain an accommodations request form and medical documentation form through the administrative designee for the employing school or college the, designated central office, or the website of the designated central office. The Employee may submit the completed forms to the administrative designee or the designated central office physically or electronically. If the Employee submits the forms to the administrative designee, the administrative designee will submit the forms to the designated central

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office on a timely basis, recognizing Employees have limited term appointments. Accommodations requests may be made at any point during (or preceding) the term of employment.

- ii. The parties recognize that an Employee may make informal requests directly to the Employee's immediate faculty supervisor and/or appointing unit faculty and/or staff with responsibility for the Employee's GSI/GSSA appointment ("appointing unit contacts"). Further, the parties acknowledge that in doing so Employees are not required to contact the administrative designee or the designated central office about their request(s). Further, it is possible that appointing unit contacts responding to an informal request could agree to and implement said request without consulting the administrative designee and/or designated central office. In this event, the provisions of Step 1(i) need not be followed (i.e., neither the administrative designee nor the designated central office need be involved). In the event an Employee makes a request to appointing unit contacts that is denied, the Employee may formally pursue a request for a disability accommodation through Step 1(i) outlined above.

b) Step Two

Following receipt of an Employee's completed accommodation request forms, the designated central office will initiate an interactive process with the Employee and the employing school or college's administrative designee. At the conclusion of that process, the designated central office will provide the Employee written notice as soon as possible (e.g., via email) whether the accommodation will be implemented, keeping in mind that the employee is on a limited term appointment. The designated central office will also notify the employing school or college's administrative designee, who will notify the appropriate contacts in the appointing unit.

If the accommodation request is granted, the designated central office will facilitate, in consultation with the employing school or college's administrative designee, the steps required to implement the accommodation.

If the accommodation request is denied, the designated central office will notify the Employee, and provide the Employee with the reason for the denial as soon as possible. If an accommodation request is denied due to the nature of the accommodation requested, the designated central office and the employing school or college administrative designee will make a reasonable effort, in cooperation with the Employee, to continue the interactive process in order to determine whether an equally effective reasonable accommodation is available.

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5. The Employee may use a communication from the designated central office notifying the Employee that their accommodation request has been granted as supporting documentation for future accommodation requests. The fact that a previous accommodation request has been granted does not mean all future requests will be granted. The facts and circumstances of subsequent requests will be assessed at the time of the subsequent request.
  
6. Nothing in this article shall be interpreted to preclude Employees' use of the Grievance and Arbitration Procedure as described in Article XIV. A grievance alleging a violation of this article must be initiated at Step Three of the grievance procedure, and must be submitted within forty (40) calendar days following reasonable knowledge of the facts giving rise to the grievance.

**Section D. Administrative Training**

The designated central office will provide professional training for the administrative designees concerning the processes outlined above, as well as best practices as stated in section B(3)(h) of this article.

## **Article VI: Union Rights**

### **Summary of major changes from 2008-2011 Agreement**

- Eliminated reference to specific bulletin boards available to the Union.
  - Specifies that the University's acceptance of work-study applications from the Union does not imply the University's endorsement.
  - Mandates the University provide the Union with appointing unit contact information for scheduling orientations. Specifies that orientation time allotted to GEO be free of other activities, and that GEO's presentations will be consistent with the law.
  - Mandates that if an appointing unit doesn't have an orientation or holds its orientation through another entity, it must make time available for GEO at another time.
  - Removes GEO's participation in the writing of the University's contract summary document.
  - Reduces number of printed contracts whose cost is shared between GEO and the University to 1200. Mandate that contract be put on University's and Union's websites.
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## **Article VI: Union Rights**

### **Section A. Official Business**

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. Rooms, Facilities, Equipment**

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. Bulletin Boards**

The Union may post notices on existing bulletin board space in departments or units employing Employees, if the space is not reserved for specific purposes. In no case shall the Union be denied space sufficient to post one (1) 8 1/2 inch by 14 inch sheet.

#### **Section D. Work Study Employer**

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. This provision does not imply endorsement by the University of any outcome with respect to such an application.

#### **Section E. Orientations**

Thirty (30) days prior to the start of each academic year, the University will provide the Union with the names and telephone numbers of contact persons responsible for scheduling each appointing unit's first new Employee training session or its first meeting including new Employees.

Each semester, upon request of the Union, each appointing unit will make thirty (30) minutes available to the Union during its first new Employee training session or its first meeting including new Employees, with scheduling at the discretion of the appointing 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 consistent with contract provisions and the law.

If an appointing unit either (1) does not hold such a new Employee training session or a meeting including new Employees and does not arrange with another unit to perform these functions, or (2) arranges with another unit to perform these functions and that other unit does not allow GEO the thirty (30) minutes for the purpose outlined above, then the appointing unit shall make thirty (30) minutes available to the Union for the purpose outlined in this section.

Further, the appointing unit shall not require Employee attendance at other programming or work-related meetings during the time available to the Union under this section.

#### **Section F. Contract Summary Document**

The University will, by the end of the first full week of each term, supply to the Union and make available to all units that appoint Graduate Student Instructors or Graduate Student Staff Assistant a document summarizing key terms and conditions of this Agreement relevant to those units and the Graduate Student Instructors or Graduate Student Staff Assistants whom those units appoint. Each unit will, in turn, assure that the availability of this document is made known to Employee supervisors and to all faculty appointed to courses that employ Graduate Student Instructors.

#### **Section G. Printing and Publication of Contract**

The University and the Union shall share the cost of printing one thousand two hundred (1,200) paper copies of this Agreement. The University and the Union will publish copies of this

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Agreement on their respective websites. At the request of the Union, the University will prepare and provide a digital version of this Agreement to the Union, for the purpose of printing and/or distributing additional paper copies of this Agreement as the Union may see fit.

**Article VII: Information**

**Summary of major changes from 2008-2011 Agreement**

--Separated the reports to include one report containing information about individual Employees; another report contains descriptive demographic information about the bargaining unit.

--Makes the University's delivery of the CRAS report to the Union automatic.

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**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, reports 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), UniqName, 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, dues/fees auto-deduction status, and citizenship status.

For each of University academic terms I, II, and III the University shall provide the Union, at no cost to the Union, a descriptive statistical report (which will not include employee names or UMID numbers), but will include information regarding the ages, race, sex and citizenship status of currently appointed employees. These reports will be provided before the end of the third month of each term.

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**

For each of University academic terms I, II, and III the University shall provide the Union, at no cost to the Union, a copy of the College Resources Analysis System (CRAS) tables and data. These reports will be provided not later than sixty-five (65) days from the beginning of the subsequent academic term.

### **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.

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**Summary of major changes from 2008-2011 Agreement**

**Section A.**

--Mandate that appointing units distribute job postings to students enrolled in the unit's graduate program via email.

--For jobs open to those enrolled outside the appointing unit, jobs must be distributed via the GSI/GSSA Positions listserv maintained by Academic Human Resources.

--Refer to Memorandum of Understanding regarding Job Postings website.

**Section B.**

--Reorganized for clarity.

**Section C.**

--Specifies that job notifications should be given within 6 weeks of the job application due date, and normally by 21 days before the start of the term of employment.

--Changes terms of offer letters to include references to SEVIS fee reimbursement, child care subsidy availability, and disability accommodations.

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

**Section A. Job Postings and Distribution of Job Postings**

1. 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.

2. Each appointing unit will maintain up-to-date information regarding its application and selection procedures on its website, and will include, at minimum, a link to this section of its website on the University Academic Human Resources website.

3. Each appointing unit will distribute job postings for available positions. At minimum, appointing units must distribute job postings for available positions via email to all graduate students who are enrolled in the appointing unit's graduate degree program at the time of the distribution.

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Job postings need not be distributed by appointing units as described in this section under the following circumstances:

- a) the job is reserved for a specific student in the department as part of a funding package;
- b) distribution 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.

Jobs described in sections (3)(a) and (3)(b) are not “available positions”, as the term is used in this article.

4. All job 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 and information on the preferred method for submitting applications; the name(s) of the decision-making agent(s); the application due date(s).
- d) The estimated date by which offers will be extended, and a reminder that an applicant may request the status of her or his application from the appointing unit. Appointing units will make reasonable efforts to extend offers to successful applicants within six (6) weeks after the application due date. Offers will typically be extended at least twenty-one (21) calendar days prior to the start of employment.
- 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.”

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f) Contact information for the Office of Institutional Equity and University Ombuds.

g) The following statement: “Unsuccessful applications will be retained for consideration in the event that there are last minute openings for available positions. Upon request, any applicant denied employment will receive, within fourteen (14) calendar days, a written explanation of the reasons for denial of employment, and/or an in-person interview with the hiring agent(s) to be scheduled at a mutually agreed upon time. In the event that 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) to be scheduled at a mutually agreed upon time.

h) The following statement: “This position, as posted, is subject to a collective bargaining agreement between the Regents of the University of Michigan and the Graduate Employees’ Organization, American Federation of Teachers, AFL-CIO 3550.”

5. In addition to the appointing units’ distribution of job postings described in section (3) above, appointing units will distribute job postings for available positions via the GSI/GSSA Positions listserve maintained by University Academic Human Resources. Access to the listserve will be available to voluntary subscribers. Listserve postings will be archived and available to online searching. Procedures for subscribing-to and resigning-from listserve participation will be made available on the University Academic Human Resources website.

NOTE – Please refer to MoU Regarding UM Jobs Website

Job postings need not be distributed via the GSI/GSSA Positions listserve under the following circumstances:

- a) the job includes among its explicit qualifications that the Employee be enrolled in the appointing unit (“limited availability positions”);
- b) the job is reserved for a specific student in the appointing unit as part of a funding package;
- c) distribution 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.

Jobs described in sections (5)(b), and (5)(c) are not “available positions,” as the term is used in this article. Jobs described in section (5)(a) are “limited availability positions,” as they are only available to Employees enrolled in the appointing unit.

**Section B. Notification**

1. Upon request, the appointing unit will inform an applicant of his or her status.
2. Once an offer has been accepted, appointing units will provide notification to all unsuccessful applicants . In most cases, notice will be by email. The email notice shall also include the

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statement as specified in A(4)(g). In any case, the notification will inform the unsuccessful applicants that their applications will be retained for consideration in the event that there are last-minute openings for available positions.

3. It is understood that job postings, distribution of job postings, and notification is dependent on the then known employment opportunities as listed in the University Course Listings and the availability of qualified candidates. An appointing unit which has additional available positions in the semester for which the unsuccessful applicant originally applied, will:

- a) consider all unsuccessful applications retained as provided in section B(2), for the additional available positions;
- b) distribute job postings for the additional available positions in accordance with this article.
- c) provide the notices to successful and unsuccessful applicants as provided in section (B)(2) above.

**Section C. Hiring Process**

1. Employee selection procedures will be open and free from bias.
2. 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.
3. 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.
4. Applications for available positions will be accepted by appointing units as follows:
  - a) For limited availability positions described in section A(5)(a) above, applications will be accepted for a minimum of fourteen (14) calendar days from the date of distribution within the appointing unit under section A(3) above.
  - b) For all other available positions, applications will be accepted for a minimum of fourteen (14) calendar days from the date of distribution under section A(5) above.
5. Appointing units will make reasonable efforts to extend offers to successful applicants within six (6) weeks after the application due date. Offers will typically be extended at least twenty-one (21) calendar days prior to the start of employment.
6. Appointment offers may be made or accepted by paper, email, or verbal communication. Non-receipt of the notification described in subsection (7) below is not sufficient grounds for denying employment, if an employment offer has been made and accepted by other means.
7. The hiring unit will provide the Employee with a Union Membership/Representation Service

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Fee card, as specified in Article V.

8. 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 the following information:

- a. Duration of employment, including anticipated start and end dates.
- b. Term of employment (e.g., fall or winter semester).
- c. A general description of duties.
- d. Fraction and salary.
- e. Library privileges.
- f. A general description of benefits, including a reference to the benefits website.
- g. Name(s) and telephone number(s) for questions regarding benefits and departmental services.
- h. A reference to the language of Article X regarding SEVIS Fees.
- i. A reference to Article\_\_ – Policies and Procedures for Employees with Disabilities.
- j. The following statement: "The terms and conditions of your employment as a Graduate Student Instructor or Graduate Student Staff Assistant are governed by a collective bargaining agreement between the Regents of the University of Michigan and the Graduate Employees' Organization (the "UM/GEO Agreement"). The UM/GEO Agreement requires that all Employees whose employment is governed by the UM/GEO Agreement pay either Union Dues or a Representation-Service Fee to the Graduate Employees' Organization ("GEO")." 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](http://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."
- k. If available at the time of the correspondence referenced in C(7) above, a fraction calculation form that reflects the breakdown of time the Employee should expect to spend on employment duties. If the fraction calculation form is not available at the time of the

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correspondence referenced in C(7) above, the anticipated date(s) by which the fraction calculation forms will be available, and a contact in the appointing unit who may answer questions about the form. The fraction calculation form will be given to the Employee no later than fourteen (14) calendar days after the start of employment.

1. The following reference to the availability of child care subsidies under Article XII – Child Care:

“If you believe you may have the need for financial assistance for child care, you are encouraged to apply for a child care subsidy, as described more fully in Article XII of the UM/GEO Agreement and on the Office of Financial Aid website.”

9. Upon initial employment, departments will inform Employees of assistance in the English language available to them from the University as specified in Article XIX, Employee Training. For more information on this assistance, a contact name in the hiring department should be specified.

10. 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.

11. 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.

## **Summary of intent**

--Establishes the University's commitment to begin posting GSI and GSSA positions to a central University website no later than September 1, 2013. A Special Conference on the implementation of the website will occur no later than May 1, 2012.

--Specifies changes to be made to Article 9, Posting procedures, upon website implementation.

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## **Memorandum of Understanding**

### **Implementation of a Job Posting Website**

1. By September 1, 2013, all appointing units will begin using a job posting website for GSI/GSSA positions, similar to the one currently used for regular faculty and staff appointments (umjobs.org). Upon implementation, all appointing units will use the job posting website in place of the listserve and under the same circumstances of the listserve, as described in Article IX. Prior to implementation, but no later than May 1, 2012, the University and GEO agree to meet in Special Conference to discuss the procedures for implementation.
2. On the date that use of the central University posting website (referenced as "umjobs.org" in the text of paragraph 1.) begins, language in Article IX referring to practices surrounding prior posting information practices will be revised as follows:
  - a. Section A.2: "Each appointing unit will maintain up-to-date information regarding its application and selection procedures on its website." ~~"Each appointing unit will maintain up-to-date information regarding its application and selection procedures on its website, and will include, at minimum, a link to this section of its website on the University Academic Human Resources website."~~
  - b. Section A. 5: "In addition to the appointing units' distribution of job postings described in section (3) above, appointing units will distribute job postings for available positions via the University job postings website." ~~"In addition to the appointing units' distribution of job postings described in section (3) above, appointing units will distribute job postings for available positions via the GSI/GSSA Positions listserve maintained by University Academic Human Resources. Access to the listserve will be available to voluntary subscribers. Procedures for subscribing to and resigning from listserve participation will be made available on the University Academic Human Resources website."~~
  - c. Section A. 5: "Job postings need not be distributed via the ~~GSI/GSSA Positions listserve~~ University job postings website under the following circumstances..."

**Article X: Salaries**

**Summary of major changes from 2008-2011 Agreement**

- Establish language guaranteeing on-time monthly payment.
  - Amends salary raises to 2.5%, 3%, 3% for three years.
  - Eliminates clause tying annual GSA salary increase to average tenure-track LS&A faculty increase.
  - Extends timeline for international Employees to receive SEVIS fee reimbursement to the first four terms of employment as a GSA.
- 

**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 D by the Employee's full-time equivalent salary rate and dividing the product by four (4).

An Employee who has accepted an offer of employment and has submitted all necessary paperwork (e.g., signed acceptance of offer, completed I-9 forms) at least two (2) weeks prior to the start of the term of employment will receive all wages earned during each calendar month of the appointment on or before the last working day of each month. In the event an Employee does not receive the wages earned as provided in this section and the Employee and/or GEO pursues the matter through the grievance process, the monetary remedy available to an individual Employee for a violation of this section shall be limited to the reasonable interest that accrues on the month's wages from the date the payment would have been made under this article to the date the payment is made.

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 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;
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, 2010 to August 31, 2011 was \$17,270 for Employees.

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

Effective September 1, 2011, the minimum full-time salary equivalent for Employees shall increase by two and one half (2.5) percent.

Effective September 1, 2012, the minimum full-time salary equivalent for Employees shall increase by three (3) percent.

Effective September 1, 2013, the minimum full-time salary equivalent for Employees shall increase by three (3) percent.

**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.

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 25.49	.60
25.5 to 35.49	.75
35.5 or more	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**

Upon Employee request, and within the first four (4) terms of employment as a GSI/GSSA, the SEVIS fee paid by an Employee to attend the University of Michigan will be reimbursed by the Employee's appointing unit, unless that fee has already been paid or reimbursed by another source.

**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 the per-hour rate defined in section G during the period spent covering such responsibilities (rounded to the nearest half hour).

**Section G. Calculation of Per-Hour Rate**

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.

**Article XI: Benefits**

**Summary of major changes from 2008-2011 Agreement**

- Clarified eligibility for Other Qualified Adult (OQA).
- All Employees (including low-fractions) now automatically default to Tier I GradCare coverage and Dental Plan Option 1.
- Co-pays for office visits/urgent care set at no more than \$20 per visit; emergency room visits set at no more than \$75. Freezes health care plan co-pays for life of Agreement.
- Specifies that for the duration of Agreement, the annual maximum in prescription drug co-pays for any Employee will be \$2500 for an individual and \$5000 for a family.

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**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”**

If you do not already cover a spouse in your U-M benefits plans you may enroll one Other Qualified Adult (OQA) for benefit coverage if all of the following eligibility criteria are met:

1. You are eligible for U-M benefits; and
2. The OQA, at the time of your requested enrollment, shares a primary residence with you and has done so for the previous 6 continuous months, other than as your employee or tenant.

The following individuals are not eligible for participation in the OQA program if they are the Employee or the Employee’s spouse’s:

- Parents
- Parents’ other descendents (siblings, nieces, nephews)
- Grandparents and their descendents (aunts, uncles, cousins)
- Renters, boarders, tenants, employees
- Children or their descendents (children, grandchildren)

### **Dependent Children of an Other Qualified Adult**

In addition to coverage for an OQA, you may also elect coverage for the eligible child(ren) of an OQA. The dependent children of an OQA are eligible for coverage through the end of the month they turn age 26 (as of January 1, 2011).

### **Section B. Plan Year 2012 through Term of Agreement**

#### **1. Eligibility**

##### **a. Health Plan Coverage**

Effective January 1, 2012 and through the term of this Agreement, and consistent with the terms of the plan, all Employees are eligible to participate in the University's Health Plan Coverage programs (medical and prescription drugs).

b. Effective January 1, 2012 and through the term of this Agreement, and consistent with the terms of each program or plan, all Employees with a one quarter (.25) or greater employment fraction in a term are eligible to participate in University, Optional and Dependent Life Insurance; Vision Plan; Legal Plan; Flexible Spending Accounts (Health and Dependent Care); Travel Accident Insurance; and Supplemental Retirement Plan.

#### **2. Employer Contributions**

University contributions 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.

#### **3. Health Plan Coverage Structure**

The Health Plan Coverage (medical and prescription drug) as of January 1, 2012 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.

#### **4. Employer Contribution to Group Health Plan Coverage**

a. As of January 1, 2012 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

**Article XI: Benefits**  
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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 2011 for the GradCare health plan coverage will not increase during the life of the Agreement.
- c. Effective January 1, 2012 through the end date of this Agreement, co-pay for office visits/urgent care shall be no more than \$20 per visit, and emergency room visits no more than \$75 per visit.
- d. Effective January 1, 2012, 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

For the duration of the collective bargaining agreement, the annual maximum in prescription drug co-pays for any Employee is \$2500 per individual and \$5000 per family. This maximum does not apply to infertility medications and weight loss medications past the lifetime limits.

- e. 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.

**5. 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(5)(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 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 GradCare and other benefits plans 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 1 at the Tier I Level (one adult).

The Employer will pay 100% of the premium for Dental Plan Option 1 for all Employees. 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.

**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. The employing department will deliver 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. 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.

**Article XII: Child Care**

**Summary of Changes from 2008-2011 Agreement**

--Expanded the list of unique circumstances that may impact eligibility for the Child Care Subsidy to include a spouse's visa status or unemployment status.

--Mandates notification to Employees of availability of subsidy award upon hiring.

--Increases subsidy amounts to \$2250 for one child, \$3300 for two children, and \$4350 for three or more children. Ties subsidy amount to increase in tuition at U-M Child Care centers.

--Eliminated nomination procedure for GEO's Childcare Steering Initiative Committee.

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**Article XII: Child Care**

**Section A. Childcare Subsidy Award**

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

The University will provide information on the Office of Financial Aid website regarding the child care subsidy award and the application procedure. Unique circumstances (e.g., the disability of a spouse or child, a spouse's unemployment status, or a spouse's visa status) that may impact eligibility for the subsidy should be addressed directly with the Office of Financial Aid for consideration. The Employer will notify the Employee regarding the availability of the child care subsidy award upon hiring.

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

One child: \$2250

Two children: \$3300

Three or more children: \$4350

Effective September 1, 2011, September 1, 2012, and September 1, 2013, the maximum Childcare Subsidy award will increase by the average annual percentage increase in tuition at the UM childcare centers.

**Section B. GEO Representation on the Childcare Initiative Steering Committee**

The GEO will be guaranteed at least one seat on the Childcare Initiative Steering committee.

**MOU on Work Group Regarding Spousal Work/Study Requirement of Child Care  
Subsidy (Article 12)  
UM-GEO Tentative Agreement  
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**Memorandum of Understanding**

**Work Group Regarding Child Care Subsidy's Spousal Work/Study Requirement**

By no later than September 15, 2011, the University and the Union shall each appoint three members to a committee to review the spousal work/study eligibility requirement of the child care subsidy, as referenced in Article XII. The committee will review the work/study requirement's applicability and, by April 30, 2012, recommend changes, if needed, to the University.

The University will commit \$75,000 for each academic year for the remaining two years of the contract toward the implementation of any recommendation accepted by the University.

**Article XIII: Medical Leave, Parental Accommodation Period, Jury or Witness Service,  
Immigration Proceedings, Bereavement Leave Pay, and Replacement Coverage**  
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**Article XIII: Medical Leave, Parental Accommodation Period, Jury or Witness Service,  
Immigration Proceedings, Bereavement Leave Pay, and Replacement Coverage**

**Summary of changes from 2008-2011 Agreement**

--Minor non-substantial changes.

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**Article XIII: Medical Leave, Parental Accommodation Period, Jury or Witness Service,  
Immigration Proceedings, Bereavement Leave Pay, and Replacement Coverage**

**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:

**Article XIII: Medical Leave, Parental Accommodation Period, Jury or Witness  
Service, Immigration Proceedings, and Bereavement Leave Pay  
UM-GEO Tentative Agreement  
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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 effect, per B-2-b 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 XX 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

**Article XIII: Medical Leave, Parental Accommodation Period, Jury or Witness  
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remainder of the appointment period, or may give no assignment for the remainder of the appointment period, consistent with Article IX.C.10.

- (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 XX 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**

1. Paid Leave

**Article XIII: Medical Leave, Parental Accommodation Period, Jury or Witness  
Service, Immigration Proceedings, and Bereavement Leave Pay  
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- (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.
- (c) In no event shall the time off exceed three (3) consecutive days (Monday – Friday).

2. 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 XIV: Grievance and Arbitration Procedures**

**Summary of major changes from 2008-2011 Agreement**

--For group grievances, Employer may request that Employees seeking individual remedies be present at grievance meetings.

--Step 1 resolutions do not set precedence. Any Step 1 resolution is valid as long as it does not violate the Agreement.

--Minor changes to arbitration guidelines. Clarifies arbitrator's role in "academic judgments".

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**Article XIV: 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 any Employee in the group seeks a remedy that differs from the remedy sought by the other members of the group, the Employer may request that that Employee also process the grievance with the Union and the first designated member of the group. 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,

**Article XIV: Grievance and Arbitration Procedures**  
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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(s); (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 (1) 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) during the forty (40) calendar days referenced above, 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.

Any resolution reached at Step One is acceptable as long as it does not violate the terms of this Agreement.

Any resolution reached at Step One may not be used to establish a precedent for the future interpretation or application of this Agreement.

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 to the Department Chairperson 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

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Agreement that are alleged to have been violated, and the remedy desired.

Within fourteen (14) calendar days of submission of the written grievance to the Department Chairperson, the Department Chairperson (or equivalent level of supervisor), or designee, shall meet at a mutually convenient time and place with the Union representative, if any, and the Employee(s) 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 to the designee of the provost and vice president for academic affairs within fifteen (15) calendar days following submission by the Employer of the Step Two answer. Within fourteen (14) calendar days of submission of the Step Three grievance to the designee of the provost and vice president for academic affairs, and at a mutually convenient time and place, the designee of the provost shall set 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 January 1, 2012, 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).

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- 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
  - a. 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.
  - b. 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 (1) 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.
  - c. 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.
3. Terms and Conditions

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

  - a. 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.

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- b. 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.
- c. At the time of the arbitration hearing, both the University and the Union shall have the right to examine and cross-examine witnesses.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. The arbitrator shall render the decision in writing within thirty (30) calendar days following the hearing.
- j. 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.
- k. 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.
- l. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority to substitute his or her judgment for the University's judgment. However, the arbitrator can rule on the impact of academic judgments to the extent that their effects may violate the University's obligations under this Agreement. This provision neither limits nor expands the scope of an arbitrator's authority under Article I (D).
- m. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority to compel the University to make or continue an appointment or assign an Employee to a particular course or assignment. However, this provision neither limits nor expands the scope of an arbitrator's authority under Article IV.

**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

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within twenty-one (21) calendar days following such meeting. The specified time guideline may be amended by mutual written consent of the parties.

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 XV: Special Conferences**

**Summary of major changes from 2008-2011 Agreement**

- Eliminates Equity and Access GSSA Position.
  
- Removes Equity and Access as a specific type of Special Conference, but maintains that issues of equity and access are of mutual interest to the University and GEO.

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**Article XV: Special Conferences**

**Section 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. The University and GEO recognize a mutual interest in equity and access. Special conferences may be held to address equity and access issues, including but not limited to institutional equity, international students, health care benefits, and child care. Special 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.

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 XIX: Employee Training**

**Summary of major changes from 2008-2011 Agreement**

-- Includes lab training as a specific type of compensated Employee training.

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**Article XIX: Employee Training**

**Section A. Employee Training**

Each department will be required to hold an Employee training/orientation program for all new Employees. The content and length of the program will be determined by the department chairperson or designee with input from the Employees. This program shall be no less than four (4) hours in length, but may be split into multiple sessions held during the semester at the department's discretion. New Employees appointed to positions not requiring classroom instruction will be provided with a one hour training session specific to their duties to be held at the beginning of the term of employment. Any department in which there are fewer than six new Employees may, at the discretion of the department chairperson or designee, combine their program with that of one or more departments in related fields.

Attendance will not be required for any new Employee who is determined by the department chairperson or designee to already have the skills and experience equivalent to what would be provided in the program. All other new Employees will be required to attend such a program. It is understood that nothing herein precludes the department chairperson or designee from requiring any returning Employees to attend the program. The amount of time commitment to attend such a program by an Employee with a fraction of greater than or equal to .25 shall be reflected in pay at the hourly equivalent of the Employees' rate\*, included in the fraction, or as academic credit for the program. The amount of time commitment to attend such a program by an Employee with a fraction of less than a .25 shall be reflected in pay at the hourly equivalent of the Employee's rate\*, or included in the fraction.

**Section B. Communicative Skills Testing and Training**

For the purposes of this agreement, "communicative skills" shall be defined as communication in instructional roles in the subject(s) to be taught, both inside and outside of the classroom.

1. Required Testing and Waiver

Any training or testing of communicative skills required by the department or the University as a qualification of employment must be required of all applicants who have not previously been employed in an instructional capacity by the University. Participation in such training or testing will not be required for any applicant who meets the eligibility requirements for an exemption. In addition,

**Article 19: Employee Training**  
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participation will not be required of those who are determined by the department chairperson or designee, in consultation with appropriate University resources, to already have the skills and experience equivalent to what would be provided in the training or evaluated in the testing. Waiver criteria shall be public and accessible to all applicants. No exemption to either requirement can be granted on the basis of impermissible factors, as defined by Article IV of this Agreement. Prospective Employees who are informed that they will be required to take the training will be notified of the waiver criteria in writing.

2. Testing Procedure

Prospective Employees may take a test of communicative skills in Term I for employment in Term II, or in Term II for employment in Term I before or after participating in communicative skills training. The testing criteria and rationale will be available to prospective Employees no less than one week before they take the test.

If a prospective Employee passes the test before training, the prospective Employee may, but will not be required to, take the training. If a prospective Employee does not pass the test before training, the prospective Employee may be required to take the training. A prospective Employee who is exempt or waived from testing and training may take the training if space is available in the training classes.

Upon completion of training, testing of communicative skills may be required. Results of such testing may be appealed and re-testing requested by the prospective Employee.

Employees who desire it may request English language assistance. If a department approves such a request, the assistance will be provided by the University. Upon initial employment, departments will inform Employees of this policy.

\*The hourly equivalent of the Employee's rate will be computed by multiplying their Full Time Equivalent (FTE) rate by three and dividing that product by 2,080 hours.

**Section C. Lab Training**

An Employee whose duties involve the use, maintenance, or management of a laboratory will be provided sufficient training in that laboratory's safe usage (i.e., lab training). This may include, but is not limited to, training in the supervision of students, in the conduct of procedures required to be performed by students, in the handling of hazardous materials, and in the operation of lab equipment. Lab training described herein that is provided as part of the appointment shall be reflected in pay at the hourly equivalent of the Employees' rate\*, included in the fraction, or as academic credit for the program.

**Article XX: Tuition Waiver**

**Summary of changes from 2008-2011 Agreement**

--Minor non-substantial changes.

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**Article XX: Tuition Waiver**

Employees with .237 or greater total employment fraction will pay no tuition.

Employees with a total employment fraction of:

.087 will pay an amount equivalent to 59%

.137 will pay an amount equivalent to 49%

.187 will pay an amount equivalent to 39%

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

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 XXI: Employee Rights**

**Summary of major changes from 2008-2011 Agreement**

- Section D: Building access exception applies to Earl V. Moore Building (School of Music). GSAs will have access to offices in Burton Tower on Central Campus.
  
- Section E.2: Added access to printer for work duties.
  
- Section I: Departments will make reasonable efforts to end group grading sessions before 1:00 am. No GSA is required to be at a group session past 1:00 am.
  
- Section K: Access to kitchens unless buildings are redesigned or demolished.
  
- Section: L: Solidifies International Center's role in providing advice and assistance to international GSAs and their immigration status.
  
- Section M: Moved language involving biological station from Article IX to XXI
  
- Section N: Employees will have access to space provided for faculty and staff for the purpose of expressing breast milk. Where no space exists, appointing units will make a reasonable effort to find an appropriate temporary space for expressing breast milk. The university will allow time for the Employee to express milk, as long as class time and/or lab time is not interrupted.

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**Article XXI: Employee Rights**

**Section A. Library Privileges**

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. Personnel Records**

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. Instructional Materials**

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. Office and Building Access**

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 Earl V. Moore Building (School of Music, Theatre, & Dance), 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. Resources**

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

1. office equipment necessary for duplicating and collating;
2. access to a computer and printer;
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 photo-copiers or computers or printers 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.

Written hiring unit policies regarding the implementation of this section, where they exist, shall be made available to Employees.

The special conference procedure (as set forth in Article XV) shall be available to discuss specific concerns related to implementation of this section.

### **Section F. Employee Advocacy**

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. Health and Safety**

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. Student Grades**

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 I. Work Hours**

Appointing Units will make reasonable efforts to insure all group work sessions involving GSIs (e.g., grading sessions) end before 1:00 a.m. In the event a group work session involving GSIs continues beyond 1:00 a.m., no GSI will be required to remain and work after that time. Any GSI who elects to leave as provided in this section may be required to finish their work associated with the work session as soon as possible that same day or thereafter.

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 J. Privacy**

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.

**Section K. Kitchens**

Where hiring units have kitchens available for use by Employees as of 9/1/11, Employees shall continue to have access to these facilities unless and until such kitchens may be re-tasked for alternative use.

**Section L. Immigration**

The International Center can provide advice and assistance with Employees’ Immigration Status. Employees are responsible for their immigration paperwork and the timely initiation of the immigration process.

**Section M. Biological Station**

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.

**Section N. Accommodations for Lactation**

Where spaces exist for faculty or staff for the primary purpose of expressing breast milk, Employees shall have access to those spaces for the purpose of expressing breast milk. A list and map of such spaces will be maintained on the Work/Life Resource Center website. If no such space exists in reasonable proximity to an Employee's work site, the Employee's appointing unit will make a reasonable effort to designate an appropriate temporary space for the purpose of expressing breast milk.

The University will allow time for an Employee to express breast milk, with the understanding that the Employee will not disrupt classroom or lab activities for this purpose.

**MOU on Lactation Accommodations (Article 21)**  
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**MOU on Lactation Accommodations (Article 21)**

**Summary of intent:**

-- Clarify the specifications of appropriate lactation spaces and provides information for Employees trying to locate lactation spaces.

**Memorandum of Understanding**

**Lactation Accommodations**

The University and GEO have a mutual interest in increasing the quality and accessibility of spaces made available for expressing milk on campus (i.e. personal rooms, etc.). In pursuit of this goal, the University's Work/Life Resource Center is in the process of auditing current and potentially available spaces and is working individually with building/facility managers to support development of new spaces. The University acknowledges the importance of having available space for the purpose of expressing milk on campus and will make reasonable efforts to meet the following guidelines for appropriate space as referenced in Article XXI, Section N by September 2012.

The designated campus spaces will be shielded from view and free from intrusion from coworkers and the public. A bathroom, even if private, is not a permanent permissible location. The location must be functional as a space for expressing breast milk. If the space is not dedicated to nursing mothers' use, it must be available to nursing mothers when needed.

If an Employee is not able to locate available space for expressing milk on campus, she can contact Academic Human Resources at 734-763-8938.

**Article XXV: Term of Agreement**

**Summary of changes from 2008-2011 Agreement**

--Changes day and month of agreement termination date to reflect new contract cycle.

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**Article XXV: Term of Agreement**

This Agreement between the Graduate Employees' Organization and The University of Michigan shall be effective from and after the date that the Union notifies the University of ratification up to and including March 1, 2014, when it shall terminate.

This Agreement may extend beyond March 1, 2014, upon the 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 31, 2013. It is understood that following such notice, negotiations will begin by November 12, 2013, unless mutually agreed otherwise. Executed this 19th day of March, 2011.