

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW**

BOARD OF REGENTS OF THE
UNIVERSITY OF MICHIGAN,

Plaintiff,

23-000422-NZ

v

Case No. 23-_____-CL

THE GRADUATE EMPLOYEES ORGANI-
ZATION AMERICAN FEDERATION OF
TEACHERS LOCAL 3550,

Hon. JUDGE CAROL KUHNKE

Defendant.

BUTZEL LONG, *a professional corporation*

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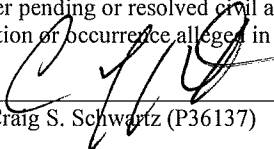
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**VERIFIED COMPLAINT AND
PETITION FOR TEMPORARY RESTRAINING ORDER,
PRELIMINARY INJUNCTION, EQUITABLE RELIEF, AND
DAMAGES FOR BREACH OF COLLECTIVE BARGAINING AGREEMENT**

There is no other pending or resolved civil action arising
out of the transaction or occurrence alleged in this Complaint



Craig S. Schwartz (P36137)

Plaintiff, the Board of Regents of the University of Michigan, by its attorneys, Butzel Long,
a professional corporation, complains of the Defendant as follows:

INTRODUCTION

1. This is an action for temporary and permanent injunctive relief to enjoin an illegal strike by public employees, which is in violation of the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, and for economic damages suffered by the University of Michigan as a result of Defendant's unlawful breach of its no-strike obligations under the collective bargaining agreement.

JURISDICTION

2. This Court has general equitable jurisdiction over this matter consistent with the Michigan Supreme Court's opinion in *School District for the City of Holland v Holland Education Association*, 380 Mich 314 (1968) and jurisdiction to order temporary injunctive relief pursuant to MCL 423.216(h).

3. This Court has jurisdiction over Plaintiff's claims for economic damages as the amount in controversy is in excess of \$25,000. MCL 600.8031.

4. Venue is proper in this Court pursuant to MCL 600.1627.

FACTUAL BACKGROUND AND COMMON ALLEGATIONS

5. Plaintiff, the Board of Regents of the University of Michigan ("University"), is an institution of higher education located in Ann Arbor, Michigan, established by law, and having authority to grant associate, baccalaureate, master, and doctoral degrees.

6. Defendant, the Graduate Employees Organization ("GEO"), is a voluntary unincorporated labor organization which is the collective bargaining representative of Graduate Student Instructors ("GSIs") and Graduate Student Staff Assistants ("GSSAs") of the University and has its principal place of business in Washtenaw County, Michigan.

7. The student body of the University of Michigan consists of approximately 47,000 students.

8. The University of Michigan employs approximately 2,200 graduate student instructors and graduate student staff assistants who are members of, and represented for purposes of collective bargaining by, GEO.

9. GSIs and GSSAs either teach or assist with undergraduate and graduate courses for over 36,000 University of Michigan students.

10. The University of Michigan and GEO are parties to a collective bargaining agreement (“CBA”) with a term of April 16, 2020 – May 1, 2023. **Exhibit 1, CBA.**

11. Article III “No Interference” of the CBA contains broad and stringent no-strike commitments by the GEO. This article provides, in pertinent part:

Article III: No Interference

The Union, through its officials, will not cause, instigate, support or encourage, nor shall any Employee take part in, any concerted action against or any concerted interference with the operation of the University, such as the failure to report for duty, the absence from one’s position, the stoppage of work, or the failure, in whole or part, to fully, faithfully, and properly perform the duties of employment. Nothing in this paragraph, however, shall be construed to limit participation of individuals in an activity that is unrelated to their employment relationship. In the event of any such action or interference and on notice from the University, the Union, through its officials, will immediately disavow such action or interference. Further, the Union will instruct in writing (email will suffice) and in a timely matter (e.g., prior to the action or interference when notice from the University is provided prior to the interference) any and all Employees to cease their misconduct and inform them that this misconduct is a violation of the Agreement, which subjects them to disciplinary action, including discharge.

Exhibit 1, p. 7.

12. Notwithstanding the no-strike commitments made in Article III, on March 29, 2023, GEO organized, authorized, and implemented a work stoppage at the University, which continues to date.

13. The work stoppage is not only violative of the parties' collective bargaining agreement, but also constitutes an unlawful "strike" under Section 2 of the Michigan Public Employment Relations Act ("PERA"), MCL 423.202.

14. The illegality of the strike is fully admitted in a pamphlet issued by GEO to its Union membership. **Exhibit 2.** In response to the question **"I've heard that striking is illegal. Is that true?"** GEO informs its members **"Yes. UM is a public university and it is unlawful for public sector employees to strike in Michigan. In addition, our contract has a 'no strike clause' specifying that we cannot strike."** *Id.* at p. 4. The same admissions that this strike is unlawful under both Michigan law and the parties' collective bargaining agreement are repeated in a second electronic communication to GEO membership from Defendant entitled "GEO Strike FAQ." **Exhibit 11.**

15. The unlawful work stoppage and strike has significantly interfered with the operations and educational mission of the University, likely resulting in canceled classes for students. The University accordingly has suffered and continues to suffer irreparable injury as a result of the unlawful strike.

16. GEO initiated this illegal strike in an attempt to compel the University to accede to certain non-mandatory and/or illegal subjects of bargaining under PERA, which GEO has unlawfully bargained to impasse. These include:

- A demand that the University create a "non-police and unarmed alternatives" to the Division of Public Safety and Security; i.e., an unarmed security force which will nevertheless be responsible for the safety of faculty, employees, students and the public. This purported "health and safety demand" in fact has no

correlation to the terms and conditions of employment of GEO's bargaining unit and is premised on the fiction that sworn police officers are somehow a "threat" to "public health and safety concerns." **Exhibit 3.**

- A demand that the University pay financial stipends to Masters of Social Work field students (many of whom are not GSSI's or GSA's in the GEO bargaining unit) and that the University contribute \$250,000 to the School of Social Work to cover purported "program costs." This demand compels funding for non-bargaining unit graduate students and requires academic program funding which is not related to the wages, hours, and terms and conditions of employment of GEO bargaining unit members. **Exhibit 4.**
- A proposal prohibiting the University from cooperating with federal immigration authorities absent a search or arrest warrant, and requiring at least 72 hours' notice prior to the University permitting any immigration agent to enter University premises. The proposal further demands that the University provide legal representation to *any* employee facing an immigration detention warrant. This proposal, which inhibits enforcement of federal immigration law, is an unlawful and/or non-mandatory subject of bargaining under PERA, MCL 423.201 *et seq*, and violative of public policy. **Exhibit 5.**

17. In response to the unlawful strike, on March 29, 2023, the University filed an Unfair Labor Practice Charge with the Michigan Employment Relations Commission. **Exhibit 6, MERC Charge.**

18. The Unfair Labor Practice Charge asserts that GEO violated its bargaining duty and Section 10(1)(e) of PERA, MCL 423.2101(1)(e) by the following acts:

- Violating its duty to bargain under PERA by blatantly repudiating its no-strike obligations under Article III "No Interferences;"
- Violating its duty to bargain under PERA by bargaining to impasse and striking in furtherance of non-mandatory and/or illegal subjects of bargaining; and
- Violating its duty to bargain by striking before exhausting the statutory dispute resolution mechanisms of mediation and fact-finding.

19. This Court has general equitable power under Michigan law to enjoin GEO's unlawful strike upon a showing of irreparable harm by the University.

20. Pursuant to MCL 423.216(h), this Court is also authorized to issue a Temporary Restraining Order or other temporary relief that it deems just and proper against GEO to avert

irreparable harm to the University pending unfair labor practice proceedings before the Michigan Employment Relations Commission.

21. As a result of the illegal strike by GEO, the student body of the University of Michigan, their parents, and the public in general (which supports and is served by the University of Michigan), have been threatened with irreparable injury and will continue to suffer and be threatened with serious irreparable injury for which they have no adequate remedy at law, as long as the unlawful conduct of GEO continues. The irreparable injury includes, but is not limited to:

- a. Disruption and serious impairment of the vital function of the University; namely, the education of approximately 47,000 students;
- b. Damage to the educational growth and plans of the University students, including inability to continue classes with no assurance that it will be possible to effectively make up time lost if the strike continues;
- c. Increased operating costs and related damages to the University if the Winter term must be extended or changed, with no legal recourse for damages being available against GEO;
- d. Loss of confidence in the quality of public education at the University on behalf of the students, their parents where applicable, and the general public;
- e. Loss of reputation in the quality of public education at the University on behalf of students, their parents where applicable, and the general public;
- f. Potential risk of loss of federal, state, and private financial aid and grants due to cancellation of classes if the strike continues;
- g. Severe prejudice to students in applying for career jobs or graduate programs or relying on degrees for career advancement;
- h. Potential delay in graduation for undergraduate students; and
- i. Repudiation of the collective bargaining agreement and destruction of the collective bargaining relationship.

Exhibits 7-10.

22. In its pamphlet “GEO Strike FAQ,” GEO specifically states, “A strike significantly interrupts undergraduate instruction...”. **Exhibit 2**, p. 2. Thus, a stated goal of GEO’s illegal strike

is not only to place unlawful pressure on the University at the bargaining table, but also to maximally interfere with the education of University students.

23. The only remedy which will effectively restore the rights of the University, the student body, their parents, and the general public, is an immediate order of this Court prohibiting and enjoining the illegal acts of GEO.

24. The injunctive relief prayed for in this Verified Complaint will not deprive GEO or any of its members of any legal right and will in no way cause them any loss, injury, or damage.

25. As a result of GEO's unlawful strike in repudiation of the collective bargaining agreement, the University has also suffered and will continue to suffer economic damages in excess of \$25,000. Such damages include, but are not limited to, the cost of paying alternative instruction personnel to teach and support the classes assigned to the illegally striking members of the GEO bargaining unit.

COUNT I
TEMPORARY INJUNCTION TO AVERT STRIKE
BASED ON IRREPARABLE HARM

26. The University repeats and incorporates by reference as though fully set forth herein the previous allegations contained in paragraphs 1 through 25.

27. GEO's unlawful strike is ongoing.

28. The University is powerless to prevent GEO from engaging in such conduct except by seeking relief from this Court.

29. There is a significant likelihood that, unless restrained by this Court, GEO will continue to engage in unlawful conduct, to the detriment of the University, the student body of the University, families of students, and the general public.

30. The University, the student body of the University, families of students, and the general public have already suffered and will continue to suffer irreparable harm if this Court does not restrain and enjoin GEO's illegal strike. Such irreparable harm includes, but is not limited to, the fact that the University will face the disruption and serious impairment of its vital function, namely, the education of approximately 47,000 students; damage to the educational growth and plans of its students; increased operating costs and related damages if the Winter term must be extended or changed; loss of confidence in the quality of public education at the University on behalf of the students, their families, and the general public of the State of Michigan if such illegal conduct is allowed to continue; loss of reputation in the quality of public education at the University on behalf of the students, families of students, and the general public of the State of Michigan if such illegal conduct is allowed to continue; risk of loss of federal, state, and private financial aid and grants due to cancellation of courses; potential delay in graduation for undergraduate students; severe prejudice to students in applying for career jobs or graduate programs; a repudiation of the collective bargaining agreement and destruction of the collective bargaining relationship.

31. The harm the University, the student body of the University, families of students, and the general public if an injunction is not issued outweighs any potential injury the injunction may cause Defendant.

32. The injunction requested herein is not adverse to the public interest.

33. Therefore, the University is entitled to this Court's preliminary injunction.

COUNT II
INJUNCTIVE RELIEF PURSUANT TO MCL 423.216(h)

34. Plaintiff repeats and incorporates by reference as though fully set forth herein the previous allegations contained in paragraphs 1 through 33.

35. GEO has committed serious unfair labor practices in violation of MCL 423.210(1)(e) as a result of its illegal strike.

36. Pursuant to MCL 423.216(h), this Court is authorized to issue a Temporary Restraining Order and other temporary relief that it deems just and proper against Defendant GEO for violating its duty to bargain in good faith and for engaging in an illegal strike.

37. The Court should exercise its equitable powers under MCL 423.216(h) to avert irreparable harm to the University, pending unfair labor practice proceedings before MERC.

COUNT III
BREACH OF CONTRACT IN VIOLATION OF NO-STRIKE OBLIGATIONS
OF THE COLLECTIVE BARGAINING AGREEMENT

38. Plaintiff repeats and incorporates by reference as though fully set forth herein the previous allegations contained in paragraphs 1 through 37.

39. Pursuant to “Article III: No Interference” of the collective bargaining agreement, Defendant and its bargaining unit have agreed to stringent no-strike obligations, agreeing not to **“cause, instigate, support or encourage ... any concerted action against or any concerted interference with the operation of the University, such as the failure to report for duty, the absence from one’s position, [or] the stoppage of work...”** Exhibit 1, p. 7.

40. By organizing, authorizing, and implementing a strike and work stoppage in blatant disregard of its no-strike obligations, GEO has knowingly and intentionally breached the collective bargaining agreement.

41. Notwithstanding the illegal strike in violation of the collective bargaining agreement, the University must continue to operate to fulfill its educational mission to its students and the public, and it will do so.

42. As a direct result of Defendant's breach of the collective bargaining agreement, the University will incur additional operating and salary costs and other economic damages, which are now, or which reasonably will be, in excess of \$25,000.

43. Such costs incurred due to GEO's knowing and blatant violation of its no-strike obligations include, but are not limited to, any additional costs incurred in securing and paying alternative instructional personnel to teach and support the classes assigned to the striking GEO bargaining unit members.

44. Under clear principles of Michigan common law, GEO is liable to the University for any and all strike-related costs, expenses, and additional salaries as a result of its breach of the no-strike obligations of the collective bargaining agreement.

REQUEST FOR RELIEF

WHEREFORE, the University of Michigan respectfully requests that this Court:

- A. Issue a Temporary Restraining Order ordering that GEO, its officers, agents, employees, representatives, organizers, members, and all persons acting in concert with them or any of them, must absolutely desist and refrain from:
1. Striking, under any guise whatsoever, including, without limitation, any concerted failure to report for duty or willfully absenting themselves from their positions, stopping work, or abstaining in part from the full, faithful, and proper performance of their duties of employment.
 2. Encouraging, inducing, or persuading members of the GEO bargaining unit of the University to strike, under any guise whatsoever, including and without limitation, any concerted failure to report for duty or willfully absenting themselves from their positions, stopping work, or abstaining in whole or in part from the

full, faithful, and proper performance of their duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment.

3. Utilizing the University's email and other electronic communication systems to, in any way, encourage, support, or implement the illegal strike and work stoppage, and from, in any way, using the University's email and other electronic communication systems to request or suggest, directly or indirectly, to students that they should cease attending classes in support of the illegal strike.
- B. Issue an Order to Show Cause why a Preliminary Injunction should not issue during the pendency of this suit from the acts stated in Paragraph A in the Prayer for Relief above.
 - C. After the hearing on the requested Order to Show Cause, issue a Preliminary Injunction commanding GEO, as well as its officers, agents, and members, to absolutely cease, desist, and refrain from the acts set forth in Paragraph A in the Prayer for Relief above until such time as a final decision on the merits of this case is entered by the Court.
 - D. Upon final hearing in this cause, issue a Permanent Injunction commanding GEO, and all persons acting in concert with it, absolutely to desist and refrain from each and every of the acts stated in Paragraph A in the Prayer for Relief above.
 - E. Order that GEO, by its officers, notify each of its members of the entry of this Court's Temporary Restraining Order and its Preliminary Injunction and inform them that they are legally bound to abide by the terms set forth in such Orders. Each notice shall immediately be given orally to as many members as can reasonably be reached and in writing sent to GEO members by electronic mail and Certified Mail, Return Receipt Requested. A copy of the letter and evidence of the mailing of notice of each of the Court's Orders shall be filed with this Court on or before the

expiration of three calendar days following first service of each of the Court's Orders upon any officer or agent of GEO.

- F. Enter Judgment for the University and against Defendant GEO in an amount in excess of \$25,000 equal to any and all additional costs, expenses, salaries and other economic damages suffered by the University as a result of GEO's breach of the collective bargaining agreement.
- G. Grant the University of Michigan such other and further relief as the Court shall deem proper.

Respectfully submitted,

BUTZEL LONG, *a professional corporation*

Dated: March 30, 2023

By: _____

Craig S. Schwartz (P76137)

Sarah L. Nirenberg (P77560)

Attorneys for Plaintiff

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VERIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF WASHTENAW)

Gloria A. Hage, being first duly sworn, deposes and states that she is a Senior Associate General Counsel at the University of Michigan, that she has read the attached Verified Complaint and Petition for Temporary Restraining Order, Preliminary Injunction, Equitable Relief, and Damages for Breach of Collective Bargaining Agreement, that she verifies same on behalf of the University of Michigan and is duly authorized to do so; that the foregoing was prepared with the assistance and advice of counsel, upon whose advice she has relied; and that the foregoing is true to the best of her knowledge, information and belief.

The University of Michigan

By:

Gloria A. Hage

Gloria Hage

Its: Senior Associate General Counsel

Dated: March 29, 2023

Subscribed and sworn to before me
This 29th day of March, 2023.

Jennifer Lynn Traver
Notary Public

Monroe County, Michigan
Acting in Washtenaw County, Michigan

My Commission expires: 9-13-24

JENNIFER LYNN TRAVER
Notary Public - State of Michigan
County of Monroe
My Commission Expires Sep 13, 2024
Acting in the County of Monroe

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW**

BOARD OF REGENTS OF THE
UNIVERSITY OF MICHIGAN,

Plaintiff,

v

Case No. 21-_____-CL

THE GRADUATE EMPLOYEES ORGANI-
ZATION AMERICAN FEDERATION OF
TEACHERS LOCAL 3550,

Hon. _____

Defendant.

EXHIBITS TO VERIFIED COMPLAINT

- | | |
|------------|--|
| Exhibit 1 | Collective Bargaining Agreement (April 16, 2020 – May 1, 2023) |
| Exhibit 2 | GEO Strike FAQ pamphlet |
| Exhibit 3 | Unarmed Non-Police Response Proposal, GEO to UM AHR 12/16/22 |
| Exhibit 4 | P4P Proposal, GEO to UM-AHR 1/06/2023 |
| Exhibit 5 | Immigration Protection Proposal, GEO to UM AHR 12/16/2022 |
| Exhibit 6 | MERC Charge filed by UM |
| Exhibit 7 | Affidavit of Dr. Thomas Finholt |
| Exhibit 8 | Affidavit of Anne Curzan |
| Exhibit 9 | Affidavit of Cliff Lampe |
| Exhibit 10 | Affidavit of Katherine DeLong |
| Exhibit 11 | Second GEO Strike FAQ pamphlet |

AGREEMENT

**The Regents of the University of
Michigan
&
Graduate Employees' Organization

American Federation of Teachers,
AFL-CIO Local 3550**

April 16, 2020 – May 1, 2023



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Article I: Recognition and Definitions

Article I: Recognition and Definitions

Section A. Description of Unit

Pursuant to and in conformity with the certification issued by the Michigan Employment Relations Commission on April 15, 1974, in Case No. R74 B-70, as amended by order of the Michigan Employment Relations Commission on November 4, 1981, in Case No. C76 K- 370, the University recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to wages, hours, and all other conditions of employment for all employees in the following described bargaining unit:

All graduate student assistants, including graduate student instructors and graduate student staff assistants; excluding supervisors and all other employees.

Section B. Definitions

1. Employee: The term “Employee” (and “Employees”) as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean only an individual assigned to one of the classification titles within the bargaining unit described in Section A.
2. Graduate Student Assistants: GSAs are employees assigned the title of
 - a. graduate student instructor, or
 - b. graduate student staff assistant.

An Employee must be a student in good standing in a University of Michigan graduate degree program.

Article I: Recognition and Definitions

3. In Good Standing: The term “in good standing” means maintaining satisfactory academic standing in a University of Michigan graduate degree program and shall be defined by the Rackham School of Graduate Studies and the enrolled department, program, and/or other academic unit. Such definitions shall be published by the various departments, programs, and other academic units. In cases where an Employee is hired outside their enrolled department or program, they will be required to meet the definitions of satisfactory academic standing, as defined by the Rackham School of Graduate Studies and the enrolled department, program, and/or other academic units. The application of these definitions shall be consistent for all graduate students, including GSIs and GSSAs.
4. Graduate Student: For the purpose of this contract, an individual is a graduate student if they:
 - a. are enrolled in a graduate degree program in the term of the appointment and have been registered or on detached study in any of the nine (9) preceding terms (for purposes of this clause, the standard academic year is considered to be composed of three (3) terms that mimic the structure of the appointments [i.e., Term I, Term II, and Term III inclusive of IIIA and IIIB]), or are registered or on detached study and in their first semester of graduate study, and
 - b. have not yet received the degree from the program in which they were enrolled; and
 - c. have not permanently withdrawn or had their active status in the graduate level program terminated. Any such termination must be issued prior to their application for a GSI or GSSA position.

Article I: Recognition and Definitions

5. Graduate Student Instructor (GSI): The title “graduate student instructor” shall be given to a graduate student who:
- a. is employed to teach courses, or coordinate, lead, or assist in the instructional process in direct interaction with students in recitation, laboratory, quiz, or problem sessions or to teach or during office hours; or,
 - b. is employed to provide tutorial instruction on a regularly scheduled and pre-arranged basis throughout not less than one term, but specifically excluding individuals who provide tutorial instruction on a demand or on-call basis, regardless of the frequency of the demand or calls; or
 - c. is employed on a regularly scheduled and pre-arranged basis throughout not less than one term to grade papers or examinations in a manner that requires subjective evaluation above and beyond the mechanical or routine comparison of submitted papers or examinations with answers, responses, or elements predetermined as correct or acceptable by another individual or method or (b) provides tutorial instruction. It is understood, however, that the title need not be given to an individual who grades on a demand or on-call basis regardless of the frequency of the demand or calls; or

Article I: Recognition and Definitions

- d. is an experienced GSI and is employed throughout not less than one term by an academic department, school, or college as a consultant and teaching mentor for graduate student instructors in that department, school, or college and whose activities include but are not limited to: observing GSIs, providing feedback to GSIs; and consulting with GSIs on teaching-related issues.

The employment categories described in items 5.b. through 5.d. shall apply to those who either: a) begin their employment at the outset of the term and are appointed through the end of the term; or b) are appointed within two weeks after the date classes begin as published by the Office of the Registrar for the Ann Arbor campus and are appointed through the end of the term.

- 6. Graduate Student Staff Assistant (GSSA): The title “graduate student staff assistant” shall be given to a graduate student whose employment (1) fulfills a degree requirement or (2) is otherwise considered academically relevant by the department or degree program in which the degree is being pursued and who is employed to perform administrative, counseling or educational duties other than those of a graduate student instructor.

If employment is in a department or unit other than the one in which the degree is being pursued, the graduate student will not be given the title graduate student staff assistant unless prior arrangements have been made between the employing department or unit and the department or program in which the degree is being pursued to provide employment under that title.

Article I: Recognition and Definitions

It is understood that among those holding the staff assistant title are graduate students employed by and in (1) the University Library Associate Program or (2) the Dean's Office of the College of Literature, Science, and the Arts in the positions as academic counselors.

The University and the Union share an interest in ensuring positions are classified appropriately. In the event the Union identifies job postings that might indicate potential position misclassification, the University will, in good faith, review the allegedly misclassified position and evaluate the matter to assess whether the position is in fact misclassified. The University will notify the Union, in writing, of the outcome of its evaluation. If the University's decision includes a determination of the position's academic relevance, the University will provide the Union with the rationale regarding this determination in writing.

7. Term: A "term" means the period of time consistent with an academic calendar and designated as Term I (Fall), Term II (Winter), Term III (Spring-Summer), Term IIIA (Spring-Half), or Term IIIB (Summer-Half).
8. Department and Unit: "Department" or "Unit" means the University operational unit which employs graduate student assistants. This includes, but is not necessarily limited to operations known as departments, centers, and institutes.
9. Instructional Staff: "Instructional Staff" means regular or supplemental professors, associate professors, assistant professors, instructors and lecturers.

Article I: Recognition and Definitions

Section C. Eligibility

1. The definitions set forth in Sections B.5. and B.6. are not intended to establish mutually exclusive duties for Employees assigned these titles, but are established to denote principal functions.
2. These titles, GSI and GSSA, need not be assigned by a department or unit to a graduate student employed to provide any of the above services who holds a graduate or professional degree in a field of specialization relevant to the department or unit of employment, but is currently pursuing a graduate degree in a different field of specialization. Nor must a department or unit assign this title to any graduate student who already holds a doctorate or professional degree from a degree program comparable to that of the department or unit or who has equivalent professional experience.

Section D. Grievance Procedures

No matter concerning the definition or application of “in good standing” in a University of Michigan graduate degree program shall be subject to the grievance and arbitration procedures.

In the event that a grievance arises alleging a violation of this Article, it shall begin at Step Two of the Grievance and Arbitration Procedure, provided it is submitted in writing within twenty (20) days following reasonable knowledge of the facts giving rise to the grievance. There shall be unrestricted review of all aspects of the grievance at Steps Two and Three.

If any such grievance alleging a violation of this Article should be taken to arbitration as provided in Section D. of Article XIV, the Arbitrator’s authority and jurisdiction shall not include any matter involving a question of good standing in a University of Michigan graduate degree program or

Article I: Recognition and Definitions

Article II: University Rights

Article III: No Interference

whether employment is academically relevant. Neither shall the Arbitrator have authority to review the decision by a department or degree program regarding the acceptability of an employment position as meeting a degree requirement. The Arbitrator shall, however, have authority to determine the factual matter of whether an employment position has or has not been certified as meeting a degree requirement by the department or degree program in which the degree is being pursued.

Nothing herein shall preclude a group grievance on behalf of all named and similarly affected individuals.

Article II: University Rights

The University retains, solely and exclusively, all of its inherent rights, functions, duties, and responsibilities with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the University will be conducted except where those rights, functions, duties, and responsibilities may be limited in this Agreement.

Article III: No Interference

The Union, through its officials, will not cause, instigate, support or encourage, nor shall any Employee take part in, any concerted action against or any concerted interference with the operations of the University, such as the failure to report for duty, the absence from one's position, the stoppage of work, or the failure, in whole or part, to fully, faithfully, and properly perform the duties of employment. Nothing in this paragraph, however, shall be construed to limit participation of individuals in an activity that is unrelated to their employment relationship.

In the event of any such action or interference, and on notice from the University, the Union, through its officials, will

Article III: No Interference

immediately disavow such action or interference. Further, the Union will instruct in writing (email will suffice) and in a timely manner (e.g., prior to the action or interference when notice from the University is provided prior to the interference) any and all Employees to cease their misconduct and inform them that this misconduct is a violation of the Agreement, which subjects them to disciplinary action, including discharge.

If the Union, through its officials, performs its obligations as set forth in this Article, the University agrees that it will not file or prosecute any action for damages against the Union or its officials or pursue the remedy in the following paragraphs. Nothing herein, however, shall preclude the University from proceeding against any Employee involved in such action or interference.

If the Union, through its officials, fails to perform its obligations as set forth in this Article to disavow such action or interference and/or to provide notice to all Employees in a timely manner to cease their misconduct and inform them that this misconduct is a violation of the Agreement, which subjects them to disciplinary action, including discharge, the University, in consultation with and support from the Provost and Executive Vice President for Academic Affairs, shall inform the Union of its failure in writing.

Effective immediately upon such notice, Article V, Payroll Deduction Authorization for Dues, shall become null and void as set forth in Article V, Section E.

Upon written request from the Union the University will convene a Step 3 hearing within five (5) business days for the purpose of hearing the Union's argument as to why the penalties invoked should be reversed. The University will provide a written response within five (5) business days. The Union may appeal the Step 3 decision under the provisions of Article XIV Arbitration, Section D. Impartial Arbitration.

Article III: No Interference
Article IV: Anti-Discrimination and Equal Opportunity
Employment

The University and the Union agree to make reasonable efforts to expedite the arbitration.

The University agrees that during the life of this Agreement there will be no lockout.

Article IV: Anti-Discrimination and Equal Opportunity
Employment

Section A. Principles and Definitions

1. Statutory Compliance: It is agreed that there shall be no discrimination in the application of the provisions of this Agreement based on impermissible factors as defined below and as consistent with the state of Michigan Elliot-Larsen Civil Rights Act of 1976. Refer to Appendix B for the text of the Act. The University 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.
2. Impermissible Factors: “Impermissible factors” means an Employee’s race, creed, color, religion, national origin, ancestry, genetic information, marital status, familial status, parental status or pregnancy status, sex, gender identity or expression (whether actual or perceived), sexual orientation, age, height, weight, disability, citizenship status, veteran status, HIV antibody status, political belief, membership in any social or political organization, participation in a grievance or complaint whether formal or informal, medical conditions including those related to pregnancy, childbirth, and breastfeeding, arrest record, or any other factor irrelevant to their employment status or function.

Article IV: Anti-Discrimination and Equal Opportunity Employment

3. The Union and the University recognize the right of Employees to work in an environment free from harassment in accordance with this Article and University policy. In the event an Employee alleges harassment through this collective bargaining agreement or the Office of Institutional Equity procedures, and if measures to transfer the Employee are contemplated, the University will notify the Employee that they are allowed to have Union representation during discussion about the possibility of such a transfer.
4. Definition of Discrimination: Discrimination towards an Employee may occur on or off campus. Any of the following constitute “discrimination”:
 - a. conduct based on an impermissible factor that adversely affects a term or condition of an Employee’s employment.
 - b. using an impermissible factor as the basis for or a factor in decisions adversely affecting an Employee’s employment.
 - c. retaliation in the employment context against an Employee who raises concerns regarding discriminatory conduct.
 - d. conduct that has the purpose or effect of interfering with an Employee’s employment performance or creating an intimidating, hostile, offensive, or abusive environment for that individual’s employment. This conduct may include prohibited conduct as defined by relevant University Standard Practice Guides and sexual misconduct policies. This conduct may include, but is not limited to:

Article IV: Anti-Discrimination and Equal Opportunity Employment

- i. harassment. “Harassment” means conduct directed toward a member of the bargaining unit that includes, but is not limited to, unconsented contact, verbal abuse, threats, intimidation, or intentionally refusing to address an Employee by their preferred gender pronouns. Harassment does not include constitutionally protected activity or conduct that serves a legitimate purpose related to the individual’s employment, unless the timing or manner in which the activity or conduct is done adversely affects the Employee’s employment. Harassment may occur in a pattern or be a single incident, and may be directed towards one individual, or it may be a pattern of behavior directed towards multiple individuals.
- ii. sexual harassment and sexual misconduct. “Sexual harassment” defines a subset of harassment and includes but is not limited to: gender-based harassment (including harassment emerging from the impermissible factors concerning gender identity and expression), unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication of a sexual nature. “Sexual misconduct” includes unwelcome sexual contact, intimate partner violence, and stalking. Sexual harassment and misconduct

Article IV: Anti-Discrimination and Equal Opportunity Employment

occur under the following conditions:

1. submission to or rejection of the conduct or communication by an Employee is used as a factor in decisions affecting their employment; or
2. the conduct or communication has the purpose or effect of substantially interfering with an Employee's employment, or creating an intimidating, hostile, offensive, or abusive employment environment.

Section B. Union Activities or Membership

Neither the University nor the Union shall discriminate against, intimidate, restrain, coerce, or interfere with any Employee because of, or with respect to, their lawful union activities or membership or the right to refrain from such activities or membership. In addition, there shall be no discrimination against any Employee in the application of the terms of this Agreement because of membership or non-membership in the Union.

Section C. Changes

In the event the University adds any additional category or categories of protected classes to its current policies on non-discrimination, such category or categories will be added to this Agreement, unless upon written notice, within thirty (30) days of such adoption by the University, the Union informs the University that it does not wish to add the

**Article IV: Anti-Discrimination and Equal Opportunity
Employment**

**Article V: Payroll Deduction Authorization for Union
Dues**

category or categories during the term of the Agreement.

Section D. Definitions

Gender Identity or Expression: “Gender identity or expression” means a gender-related identity, appearance, expression or behavior of an individual, whether actual or perceived, and regardless of the individual’s assigned sex at birth.

**Section E. Accommodations for Employees with
Disabilities**

The University will provide each qualified Employee with a known disability with such reasonable accommodation(s) as are necessary for the performance of their employment functions, unless the accommodation(s) would impose an undue hardship as provided under the Americans with Disabilities Act.

**Article V: Payroll Deduction Authorization for Union
Dues**

Section A. Dues Payment

Payment of dues may be voluntarily tendered or paid to the union by the method selected on the “Graduate Employees’ Organization (GEO) Payroll Deduction Authorization for Dues Card”.

During the term of this Agreement, the University will deduct current Union Dues from the wages or any other payment processed through and by the University Payroll Office for each Employee who authorizes such deduction by using the Payroll Deduction Authorization for Dues Card.

Article V: Payroll Deduction Authorization for Union Dues

Graduate Employees' Organization Payroll Deduction Authorization for Dues Card will be available exclusively from the Union.

Following execution of the card, the Employee will submit it to the Union. The Union shall provide the Authorization for Payroll Deduction for Dues Cards to the University Payroll Office. No payroll deduction will occur prior to the University receiving a valid notice and authorization card as provided in this Article. No retroactive deductions will be made (i.e., deductions of dues for periods preceding the receipt by the University of a valid notice and authorizations card, or a copy thereof, as provided in this Article).

Section B. Payroll Deduction Process

Payroll deductions of Union Dues shall be made from the wages due Employees on the last payday of each month in October, November and December for Term I; February, March and April for Term II; and June and August for Term III;

provided, however, that no deduction shall be made unless, by the fifteenth (15th) of the month during which a deduction is to be made, (1) the University Payroll Office has received a signed Payroll Deduction Authorization for Dues Card (or a copy thereof), and (2) the Union has certified the Employee's auto-deduction status to University Payroll and (3) the Union has certified the rate of Union Dues to University Payroll as specified in Section C. of this Article. The following certification form shall be used by the Union when certifying the membership status and auto-deduction status of an Employee to the University:

Article V: Payroll Deduction Authorization for Union Dues

“CERTIFICATION OF FINANCIAL OFFICER

I certify that the following Employees, identified by their names and UMID numbers authorize the University to deduct dues from their wages in accordance with the terms of the Agreement holding between the GEO and the University, beginning with [month], [year]:

In accordance with Section C. of this Article, all sums deducted by the University shall be wire transferred to the financial account of the Graduate Employees' Organization designated by the Financial Officer of the Union. The wire transfer will take place no later than the fifth (5th) working day of the month following the month in which the deductions were made. A list of Employees for whom deductions were taken, including Employee name, UMID, deduction code, deduction date, and the sum of the deducted amount will be remitted via email to the Financial Officer of the Union no later than the fifth (5th) working day of the month following the month in which the deductions were made.

Signed Payroll Deduction Authorization for Dues Cards for each employee listed have been provided to the University Payroll Office.

Signed,

Financial Officer, Graduate Employees
Organization”

In the event that a payroll deduction for an Employee is processed incorrectly, the University will correct the error for the Employee within seven (7) working days of being informed of the error by either the Employee or the Union.

Article V: Payroll Deduction Authorization for Union Dues

By signing the Payroll Deduction Authorization for Dues card described in Section D., an Employee agrees to have their Union Dues deducted from their paycheck.

An employee may voluntarily revoke previously authorized payroll deductions by submitting written notification to the University Payroll Office on the Payroll Deduction Authorization Cancellation Form and submit the form to the University Payroll Office. The University will make reasonable efforts to process cancellation forms in a timely manner. Payroll deductions shall terminate when a cancellation form has been received by the University Payroll Office at least thirty (30) calendar days prior to the monthly payroll.

Cancellation forms received less than thirty (30) calendar days prior to the monthly payroll will be effective no later than the monthly payroll of the following month.

The University shall forward a copy of the cancellation form to the union within seven (7) working days. If the employee submits the cancellation form to the Union, the Union shall forward the form to University Payroll as soon as possible for processing.

Section C. Rate Certification, Amount, and Remittance

The following certification and address for remittance form shall be used by the Union when certifying the rate of the Union Dues, the address of remittance and any changes therein:

“CERTIFICATION OF FINANCIAL OFFICER

I certify that the Union Dues rate for the Graduate Employees' Organization is ____% (percent) of the full time equivalent salary in October, November, December, February, March and April. The Union

Article V: Payroll Deduction Authorization for Union Dues

Dues rate for the Graduate Employees' Organization is ____% (percent) of the full time equivalent salary in June and August.

Signed,

Financial Officer, Graduate Employees
Organization”

The amount of Union Dues for the Graduate Employees' Organization will be determined by multiplying an individual Employee's full time equivalent salary rate by the certified Union Dues rate and by the individual Employee's employment fraction. Certification of changes to the rate of Union Dues and remittance address must be received by the University at a place designated by the University no later than ninety (90) days before the change will become effective. Such changes are limited to not more than two (2) occurrences annually.

All sums deducted by the University shall be wire transferred to the financial account of the Graduate Employees' Organization designated by the financial officer of the Union. The wire transfer will take place no later than the fifth (5th) working day of the month following the month in which the deductions were made. A list of employees for whom deductions were taken, including employee name, UMID, deduction code, deduction date, and the sum of the deducted amount will be remitted via email to the financial officer of the Union no later than the fifth (5th) working day of the month following the month in which the deductions were made.

The University shall not be liable to the Union for the remittance or payment of any sum other than that which constitutes actual union dues deductions.

Article V: Payroll Deduction Authorization for Union Dues

Section D. Deduction Authorization Card

Graduate Employees' Organization
Payroll Deduction Authorization for Dues Card

Name _____
Employing Department: _____
Enrolled Department _____
UMID# _____
Email Address of Employee _____
Address of Employee _____

The GEO is the legal collective bargaining unit for Graduate Student Instructors and Staff Assistants at the U of M as defined in Article I, of the UM/GEO Agreement. This means the University is obligated to bargain a contract with us concerning our pay, benefits, including tuition waivers, and working conditions. The GEO also represents any GSI or GSSA (regardless of membership status) in grievances regarding their employment.

Union membership allows you to participate in all levels of the Union's decision-making processes, including voting.

I authorize the University of Michigan to deduction from my wages GEO membership dues through payroll deduction. Your Union Dues will typically be deducted from your paycheck in the months of October, November, and December (Fall Term); February, March, and April (Winter Term); June (Spring Term); and August (Summer Term). Authorization of deduction shall be effective whenever you are employed as a GSI or GSSA, unless revoked by you (i.e, unless revoked, my election will carry forward unchanged into subsequent appointments covered by UM/GEO Agreement). You may voluntarily revoke previously authorized payroll deductions by submitting written notification to the University Payroll Office on the Payroll Deduction Authorization Cancellation Form and submit the form to the University Payroll Office. Payroll deductions

Article V: Payroll Deduction Authorization for Union Dues

shall terminate when a cancellation form has been received by the University Payroll Office at least thirty (30) calendar days prior to the monthly payroll.

Cancellation forms received less than thirty (30) calendar days prior to the monthly payroll will be effective for the immediately following month.

Signature of Employee _____
Date of Signing ____/____/____

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Section E. Compliance with Article III

The rights, responsibilities, and obligations set forth in this Article Payroll Deduction Authorization for Dues is specifically conditioned upon the Union's compliance with Article III, No Interference. If the Union fails to perform any of its obligations as required by Article III, the Employer shall inform the Union of its failure in writing. Effective immediately upon such notice, Article V, Payroll Deduction Authorization for Dues shall become null and void.

Section F. Indemnification

The Union shall indemnify and save the University harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any notice, certification or authorization furnished under this Article. The Union specifically agrees to indemnify and hold the University harmless for any liability arising under MCL 423.210 including but not limited to damages, court costs and reasonable attorney fees awarded to a plaintiff under MCL 423.210(10).

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 an 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.

Article VI: Union Rights

Section E. Orientations

Forty-five (45) days prior to the start of each academic year, the University will provide the Union with the names and umich emails 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 a break in or immediately following its first new employee training session or its first meeting including new Employees, with scheduling at the discretion of the appointing unit. Written notification of the Union presentation may be included on the agenda of the department training or meeting. The union meeting will be scheduled in the same room, if possible, or with directions to the new room in the same building.

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, to discuss current bargaining status, and to answer new Employee questions 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 purposes outlined above, then the appointing unit shall make thirty (30) minutes available to the union for the purposes 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.

Article VI: Union Rights

The University shall not attempt to dissuade attendance of Employees at a Union presentation.

The Union and the University agree that they will comply fully with the Public Employment Relations Act (PERA) during this time, and will not by force, intimidation, or unlawful threats compel or attempt to compel any Employee to exercise, or refrain from exercising, any right set forth in PERA. The Union further agrees to indemnify and hold the University harmless for any liability arising under PERA as a result of the Union's activities during this time, including but not limited to damages, court costs and reasonable attorney fees.

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 Assistants, 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 five hundred (500) paper copies of this Agreement. The University and the Union will publish copies of this 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

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

The University will provide to the Union, at no cost to the Union, weekly 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), UMID number, username, 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 campus work address, Employee campus work phone number, Employee permanent address, Employee permanent phone number, dues 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 employing school or unit, ages, race, sex and citizenship status of currently appointed Employees. This report will be provided before the end of the third month of each term.

The University will send the reports via email as a file attachment to a message addressed to an e-mail address designated by the Financial Officer of the Union.

Article VII: Information

The University Payroll Office will additionally provide information concerning Dues 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.

Article VII: Information
Article VIII: Job Security

Section E. Union Report to University

The Union will provide the University, at no cost to the University, a report containing information on all current GEO elected officials. This report will be provided to the University on the first day of each academic term (Term I, II, and III) via email to the University's Contract Administrator.

This report shall include the following data elements in comma delimited format: first and last name (legal, or, if available, preferred), username, current GEO position, area of representation, GEO email address, and preferred method of contact. Any changes to the list shall be reported promptly to the University's Contract Administrator via email.

Article VIII: Job Security

Section A. Period of Employment and Termination

An Employee shall be employed for (1) a specific period of not less than one term or an equivalent period of time or (2) a special limited purpose. Employment for a "special limited purpose" is employment which covers unanticipated needs that arise during a term or employment under support of a grant or contract which may be for less than one term. In all cases, employment terminates at the end of the specific period or when the special limited purpose is completed or in any case when the Employee fails to meet the following requirements at the University of Michigan:

1. Terms I and II: In good standing as a student in a graduate degree program and registered for not less than six (6) credit hours each term or, with the written approval of the student's graduate faculty advisor, not less than five (5) credit hours consisting of not less than two (2) courses relevant to the student's degree program.

Article VIII: Job Security

2. Term III: In good standing as a student in a graduate degree program, but no registration required as a condition of employment.
3. Detached Study: In good standing as a student in a graduate degree program, but no registration required for any period for which the student has been approved for Detached Study by the Graduate School. Detached Study means study away from the University when no services will be drawn from the University during that period.

In addition, where it is determined that the Employee is not making satisfactory progress towards a degree, or when employment performance is unsatisfactory, including cases involving misconduct, the employment duties may be reduced, and employment fraction and pay may be reduced correspondingly, or employment may be terminated.

In the event an Employee believes a health condition may impact the Employee's employment performance, the Employee may request and accommodation under Article XXII of this Agreement. The Employee may elect to inform their faculty supervisor or Human Resources of their condition and request union representation.

In cases of unsatisfactory employment performance, including cases of misconduct, or cases involving an underlying health condition, the matter will first be discussed with the Employee prior to any action being taken. If it is determined that the existing situation can be corrected by the Employee and is of such a nature that correction is appropriate, the Employee will be given not less than one (1) calendar week from date of discussion to make the correction. A written summary of such a discussion will be available at the written request of the Employee provided the request is received within twenty-four (24) hours of the discussion. A copy of the summary will be provided to the chairperson of the Union's Grievance Committee.

Prior to termination or reduction in duties for unsatisfactory

Article VIII: Job Security

performance, including cases of misconduct, the department chairperson (or equivalent level of supervision) will make arrangements for a departmental review of the facts and circumstances leading to the contemplated termination or reduction in duties. This review will include a recommendation to the department chairperson (or equivalent level of supervision) on the question of termination or reduction in duties. The composition of, and number of individuals on the committee making the review and recommendation will be determined by the department chairperson (or equivalent supervision), except that at least one (1) graduate student from the department or unit will be a member of the review committee. The Employee may invite an individual of the Employee's choice as an observer, provided that no such individual shall be a representative of a labor organization other than the Graduate Employees' Organization. The Employee will be notified of this right to representation prior to the convening of the department review. The observer will have the right to be present at any meeting with the review committee that includes the Employee. While they are in such a meeting, the Employee and the observer will be allowed to question any other participant also present in the meeting. In addition, the Employee and the observer will have the right to present relevant evidence that would not otherwise be presented to the review committee. A written summary of such a review will be available at the written request of the Employee provided the request is received within twenty-four (24) hours of the meeting with the review committee. A copy of the summary will be provided to the chairperson of the Union Grievance Committee.

In the event that an Employee is terminated for unsatisfactory employment performance, including cases of misconduct, the Employee will be provided with a written summary of the reasons for the termination at the written request of the Employee. A copy of the summary will be provided to the chairperson of the Union's Grievance Committee.

Article VIII: Job Security

Section B. Procedures

In cases where an Employee is accused of misconduct, the procedures outlined herein shall facilitate proper treatment of both accused and accuser. If an allegation of misconduct is made, the procedures below will be followed until a determination of guilt or innocence is reached or the allegation is withdrawn. From the time an allegation is made, until a determination is reached, no action shall be taken by the University which presumes the Employee's guilt.

Section C. Appeals

If misconduct results in a discharge or a reduction of employment fraction and pay during the term of employment, a grievance may be submitted beginning at Step Three of the Grievance and Arbitration Procedures, provided the grievance is submitted in writing within the fifteen (15) calendar day period following notice of the discharge or reduction. In the event of an arbitration, if the arbitrator does not find misconduct, the arbitrator can only make that finding of fact and award pay but not reinstatement. Such pay shall not exceed an amount that the Employee would have earned during the term of employment.

No other matter concerning this Article shall be subject to the Grievance and Arbitration Procedure

Section D. Sexual Harassment

Any claim of Sexual Harassment made against an Employee covered by this Agreement which arises out of their employment, even if the claim is registered after the period of employment, shall be covered by the Faculty and Staff Sexual Harassment Policy of the University.

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.
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.

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.

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

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).

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

- d. The estimated date by which offers will be extended, and a reminder that an applicant may request the status of their 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, genetic information, marital status, familial status, parental status or pregnancy status, sex, gender identity or expression (whether actual or perceived), sexual orientation, age, height, weight, disability, citizenship status, veteran status, HIV antibody status, political belief, membership in any social or political organization, participation in a grievance or complaint whether formal or informal, medical conditions including those related to pregnancy, childbirth, and breastfeeding, arrest record, or any other factor where the item in question will not interfere with job performance and where the employee is otherwise qualified.

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

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.”

- 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.” In the event that an Employee does not receive their preferred assignment, they 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.”
- i. The following statement: “Standard Practice Guide 601.38, *Required Disclosure of Felony Charges and/or Felony Convictions*, applies

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

to all Graduate Student Assistants (GSAs). SPG 601.38 may be accessed on line at <https://spg.umich.edu/policy/601.38>, and its relation to your employment can be found in MOU X of your employment contract.”

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. Job postings need not be distributed via the University job postings website 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.

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

Section B. Notification

1. Upon request, the appointing unit will inform an applicant of their 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 statement as specified in Section 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.

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

Section C. Hiring Procedures

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.

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

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. 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 XXII: Policies and Procedures for Employees with Disabilities.

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

- 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”).
- 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. The fraction calculation form must be signed by the Employee’s direct supervisor. If the fraction calculation form is not available at the time of the 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.
- l. 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.”
- m. The following statement: “The University recognizes that many international graduate students’ visas (e.g., F-1 and J-1 visas) prohibit them from working more than 20 hours per week. The University and its appointing units

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

Article X: Salaries

are committed to working with and supporting graduate students in these circumstances to meet these requirements. If you have any questions, the International Center contact number is (734) 764-9310.”

8. 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.

9. 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.

Article X: Salaries

Section A. Determination of Monthly Salary and Payroll Distribution

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 F. 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

Article X: Salaries

(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.

Employees may submit a written request on a form provided by the University to receive an advance on the salary due for the full month of September employment, provided that the request is timely received by the Payroll Office and that the Employee's HR job data is timely entered into M-Pathways. Salary advances will be offset against the September monthly paycheck.

The schedule for requesting pay advances is:

Fall 2020

1. Receive forms by Friday 8/28/20, to be processed in weekly payroll on Thursday 9/3/20, for payment date Friday 9/4/20 (one business day early due to Labor Day).
2. Receive forms by Friday 9/4/20, to be processed in weekly payroll on Thursday 9/10/20, for payment date Monday, 9/14/20.

Fall 2021

1. Receive forms by Friday 8/27/21, to be processed in weekly payroll on Thursday 9/2/21, for payment date Friday 9/3/21 (one business day early due to Labor Day).

Article X: Salaries

2. Receive forms by Friday 9/3/21, to be processed in weekly payroll on Thursday 9/9/21, for payment date Monday, 9/13/21.

Fall 2022

1. Receive forms by Friday 8/26/22, to be processed in weekly payroll on Thursday 9/1/22, for payment date Friday 9/2/22 (one business day early due to Labor Day).
2. Receive forms by Friday 9/2/22, to be processed in weekly payroll on Thursday 9/8/22, for payment date Monday, 9/12/22.

The University will determine the method(s) available to Employees for distribution of wages. Such methods include:

1. mailing a paycheck to the Employee's address of record; and/or
2. mailing a paycard to the Employee's address of record; and/or
3. direct deposit to a financial institution identified by the Employee.

Employees may select any one of the methods available to Employees in the same manner as such selection is made by non-bargained for instructional staff.

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.

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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. Fall Term
Flint and Ann Arbor Campuses:
August 31, 2020 through December 31, 2020;
August 30, 2021 through December 31, 2021;
The 2022 Academic Year start date as determined by the University through December 31, 2022.

Dearborn Campus:
September 1 through December 31.
2. Winter Term (all Campuses)
January 1 through April 30;
3. Spring/Summer Term (all Campuses)
May 1 through August 31;
4. Spring Term (all Campuses)
May 1 through June 30;
5. Summer Term (all Campuses)
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.

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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, 2019 to August 30, 2020 was \$21,779 for Employees on the Ann Arbor and Dearborn Campuses.

The minimum full-time equivalent salary rate for four (4) full calendar months of employment from September 1, 2019 to August 30, 2020 was \$18,683 for Employees on the Flint Campus.

Section C. Adjustments to the Minimum Full-Time Equivalent Salary Rate on the Ann Arbor Campus

Effective August 31, 2020, the minimum full-time salary equivalent rate for Employees on the Ann Arbor campus shall increase by 3.0 %.

Effective August 30, 2021, the minimum full-time salary equivalent rate for Employees on the Ann Arbor campus shall increase by 3.4%.

Effective upon the Academic Year 2022 start date as determined by the University, the minimum full-time salary equivalent rate for Employees on the Ann Arbor and Dearborn campuses shall increase by 3.7%.

Section D. Adjustments to the Minimum Full-Time Equivalent Salary Rate on the Flint Campus

Effective August 31, 2020, the minimum full-time salary equivalent rate for Employees on the Flint campus shall increase by 3.0%.

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Effective August 30, 2021, the minimum full-time salary equivalent rate for Employees on the Flint campus shall increase by 3.0% percent.

Effective upon the Academic Year 2022 start date as determined by the University, the minimum full-time salary equivalent rate for Employees on the Flint campus shall increase by 3.0% percent.

Section E. Adjustments to the Minimum Full-Time Equivalent Salary Rate on the Dearborn Campus

Effective September 1, 2020 the minimum full-time salary equivalent rate for Employees on the Dearborn campus shall increase by 3.0%.

Effective September 1, 2021 the minimum full-time salary equivalent rate for Employees on the Dearborn campus shall increase by 3.4%.

Effective September 1, 2022 the minimum full-time salary equivalent rate for Employees on the Dearborn campus shall increase by 3.7%.

Section F. 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, and time management. It is further understood that the weekly work expectation for certain international graduate

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student instructors or graduate student staff assistants (e.g., those on a J-1 or an F-1 visa) have maximum weekly work hour restrictions. The University will not set an individual weekly work expectation for this population that exceeds their maximum weekly work hour restrictions. 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
25.50 to 30.49	.65
30.50 to 35.49	.75
35.50 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.

In the event an Employee's actual work hours might indicate a pattern of fluctuations above the average weekly work hours expectation in the fraction calculation at any

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point during the employment term, the Union, on behalf of the Employee, may inform the employing unit's Human Resources Representative so a problem-solving discussion may occur.

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 G. Employment Fraction Accountability

- a. Accountability for Supervisors and Employees
The Employee and the Employee's faculty supervisor shall sign the employee's fraction calculation form, with acknowledgement that they reviewed the total estimated average weekly work expectations.
- b. Hours Accountability for the Employee and the University
Employees may record their hours worked on a daily basis in a format provided by the University. Daily hours recording should include all components of the employee's total estimated average weekly work expectations, as reflected in the Employee's fraction calculation form.

Article X: Salaries

c. Average Weekly Work Expectation Problem-Solving Options

At any time during the term of employment, Employees may elect to meet with their faculty supervisor, or their hiring unit's Human Resources representative, to discuss any potential unreasonable fluctuations between their recorded average weekly work hours and their fraction calculation estimate.

Nothing in this section shall impair or supplant the Employee's or the Union's right to grieve in accord with this Article.

d. Special Conference Option for Fraction Calculations

In accord with Article XV Special Conferences, the University and the Union will meet two (2) times per term (approximately mid-term and end of term, by mutual agreement) to discuss potentially problematic average weekly work expectations in excess of fraction calculation estimates and to identify possible avenues for resolutions that are mutually acceptable to the University and to the Union. Three (3) representatives from GEO, and three (3) representatives from the University may attend the special conference.

Section H. 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 I. 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 by the University to cover the responsibilities of an absent Employee shall be compensated at the per-hour rate defined in Section J during the period spent covering such responsibilities (rounded to the nearest half hour).

Section J. Calculation of Per-Hour Rate

The per-hour rate shall be calculated as follows:

1. Multiply the contractual minimum full-time equivalent salary rate for the term in which the substitution takes place by three.
2. Divide that product by 2,080 hours.
3. 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

For the purpose of this Article, a benefits-eligible appointment must be confirmed by the appointing department.

Article XI: Benefits

Section A. May 2, 2020 Through Term of Agreement

1. Eligibility

- a. GradCare Health Plan Coverage for all Employees: Through the term of this Agreement, and consistent with the terms of the plan, all Employees appointed for a full “employment period” (as defined in Article X “Salaries”, Section A) are eligible to participate in the University’s GradCare Health Plan Coverage programs (GradCare and prescription drugs).
- b. Non-Health Plan Eligibility: 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 for a full “employment period” (as defined in Article X, “Salaries”, Section A) 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 benefit plans other than GradCare 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.

Article XI: Benefits

3. Health Plan Coverage Structure

The Health Plan Coverage (medical and prescription drug) will contain a 4-tier rate structure consisting of:

- a. One adult; Employee only
- b. One adult; Employee plus any number of children;
- c. One adult; Employee plus one adult dependent (including an OQA);
- d. One adult; Employee plus one adult dependent (including an OQA) plus any number of children.

4. Employer Contribution to Group Health Plan Coverage

- a. The maximum University contribution toward GradCare will be at least equal to but will not exceed the highest contribution level given to a regular non-bargained for instructional staff member for each coverage tier. Please see new Appendix C. for Employer contribution formula. The Employee will be responsible for any additional premium cost above the base University contribution amount toward GradCare for each coverage tier as listed in Section A.3.
- b. The University agrees that the co-pays for the GradCare health plan coverage shall be as provided by the Employer in the same manner and to the same extent as provided to the University's regular non-bargained-for instructional staff enrolled in the U-M Premier Care Health Plan.
- c. The co-pays for the prescription drug plan shall be as provided by the Employer in the same manner and to the same extent as provided to the University's regular non-bargained-for instructional staff.

Article XI: Benefits

- d. For the duration of the collective bargaining agreement, the annual maximum in prescription drug co-pays for any Employee is \$2,500 per individual and \$5,000 per family. This maximum does not apply to infertility medications and weight loss medications past the lifetime limits.
- e. In the event of any substantive changes in coverage, the Union will be notified no later than 60 days prior to the effective date of change. Within a reasonable time, the Union may provide feedback to the Employer. The Employer will consider the feedback and respond to the Union.

5. Initiation of Coverage

- a. Application Procedure: Application for Group Benefit programs must be made within thirty (30) days of the effective date of eligible employment or the date of notification described in Section A.5.c. below, whichever is later. Applicants enrolling past thirty (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 (employee only). Such newly-hired Employees will have thirty (30) days after employment begins to choose an alternative level if applicable.

Article XI: Benefits

c. Not later than the 30th day after employment begins, the University will notify an eligible 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 their choice.

Section B. 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 (Employee only).

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

1. has been re-employed under the terms of this Agreement for the following Term I, or
2. 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

Article XI: Benefits

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 D. Definition of "Other Qualified Adult"

If an Employee does not already cover a spouse in their U-M benefits plans, they may enroll one Other Qualified Adult (OQA) for benefit coverage if all of the following eligibility criteria are met:

1. The Employee is eligible for U-M benefits; and
2. The OQA, at the time of the requested enrollment, shares a primary residence with the Employee and has done so for the previous six (6) continuous months, other than as the Employee's 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 descendants (your or your spouse's siblings, nieces, nephews)
- Grandparents and their descendants (your or your spouse's aunts, uncles, cousins)
- Renters, boarders, tenants, employees

Article XI: Benefits
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- Children or their descendants (children, grandchildren)

Dependent Children of an Other Qualified Adult

In addition to coverage for an OQA, the Employee 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 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

Section A. Child Care Subsidy Awards

Any Employee who meets the eligibility requirements for the Child Care Subsidy Program, as established by the University, will receive the appropriate Child Care Subsidy Award.

Article XII: Child Care

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 will be as

specified by the University, provided that the minimum Child Care Subsidy Award will not be decreased for Employees during the life of the Agreement from the following amounts:

One child: \$2,940

Two children: \$4,310

Three or more children: \$5,682

Effective August 31, 2020 and August 30, 2021, the maximum Child Care Subsidy award will increase by the average annual percentage increase in tuition at the UM Child Care Centers. The 2022-2023 maximum Child Care Subsidy award will increase by the average percentage increase in tuition at the UM Child Care Centers and will be effective upon the University's determination of the University's 2022-2023 Academic Year start date.

Article XII: Child Care
Article XIII: Leaves of Absence

Section B. GEO Representation on the Child Care Initiative Steering Committee

The GEO will be guaranteed at least one (1) seat on the Child Care Initiative Steering committee, should it be reinstated, or on any committee with a similar purpose as the Child Care Initiative Steering Committee had, in the event one is formed.

Article XIII. Leaves of Absence

Section A. Medical Leave

An Employee shall be eligible for up to six (6) 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 six (6).

Article XIII: Leaves of Absence

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 six (6), the placement of a foster child under the age of six in an Employee's home, or the Employee becoming a legal guardian of a child under the age of six (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:

1. General Provisions
 - a. The Parental Accommodation Period shall not exceed eight (8) weeks, except as otherwise provided in Section B.3.b. below, and must be completed within eight (8) weeks of the birth or adoption of a child under the age of six (6), the placement of a foster child under the age of six (6) in an Employee's home, or the Employee becoming a legal guardian of a child under the age of six (6).
 - b. During the Parental Accommodation Period, the Employee will be excused from their regular job duties.

Article XIII: Leaves of Absence

- c. The Parental Accommodation Period may not exceed the Employee's previously scheduled appointment end date, except as follows. An Employee who has not exhausted the available eight (8) week Parental Accommodation Period by the previously scheduled appointment end date for a fall appointment, and who is reappointed as a GSI/GSSA for the immediately following winter, may use any remaining time during the immediately following winter appointment period, provided the eight (8) weeks of the Parental Accommodation Period is completed within eight (8) weeks of the birth or adoption of a child under the age of six (6), the placement of a foster child under the age of six (6) in an Employee's home, or the Employee becoming a legal guardian of a child under the age of six (6).

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 six (6), the placement of a foster child under the age of six (6) in an Employee's home, or the Employee becoming a legal guardian of a child under the age of six (6), or to cover periods of absence related to the health consequences of pregnancy, childbirth, and related conditions.

Article XIII: Leaves of Absence

- b. In addition to Medical Leave provided under Article XIII.A., an Employee who gives birth to a child will be provided with six (6) weeks of parental accommodation pay during the Parental Accommodation Period.
- c. Paid leave taken by an Employee who gives birth shall first be covered by parental accommodation pay per B.2.b. above, and should that leave exceed six (6), then Medical Leave shall take effect, per B.2.b. above.
- d. In addition to Medical Leave provided under XIII.A. above, all other Employees will be provided with three (3) weeks of parental accommodation pay during the Parental Accommodation Period.

Paid leave taken by these Employees shall first be covered by parental accommodation pay per this section, and should that leave exceed three (3) weeks, then Medical Leave shall take effect. These Employees may take an additional two (2) 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 six (6), the placement of a foster child under the age of six (6) in an Employee's home, or the Employee becoming a legal guardian of a child under the age of six (6).

- e. The University will continue to provide the 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.

Article XIII: Leaves of Absence

3. Return to Job Duties Following the Parental Accommodation Period

- a. Following completion of the Parental Accommodation Period, the Employee may return to their previously assigned job responsibilities. The Employee and their 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 their previously assigned job duties would pose an undue disruption, the employing unit may modify the Employee's assignment for the 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 their 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 the Employer contribution to the Employee's health and/or dental benefits until the Employee's previously scheduled appointment end date.

Article XIII: Leaves of Absence

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 their valid immigration status, the Employee may be released without loss of compensation, and such release will not be unreasonably denied.

In the event an Employee is unable to meet employment obligations because the Employee is subpoenaed during working hours to participate in criminal proceedings such an absence shall be permitted without compensation. In this connection, the Employee shall provide the University with at least three (3) work days' notice, in writing, from the involved governmental agency, including times and dates relevant to the absence.

Article XIII: Leaves of Absence

If an Employee is arrested for alleged criminal activity and is unable to report to work, they must inform their faculty supervisor, or cause their faculty supervisor to be informed, so that replacement coverage can be promptly arranged. In the event of arrest, the employee will be excused for up to two (2) work days, without compensation.

Section E. Bereavement Leave Pay

1. Paid Leave

- a. An 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:

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. Up to three (3) consecutive days (Monday – Friday) will be paid. If there are extenuating circumstances, such as travel, an additional two (2) consecutive days may be granted and paid.

Article XIII: Leaves of Absence

- d. If additional time off is needed for extenuating circumstances, the Employee may request an extension of bereavement leave for an additional three (3) consecutive days. This extension will be paid, with the corresponding amount of leave deducted from the Employee's available medical leave. Such leave may not be unreasonably denied.

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 eleven (11) calendar days.

Section F. Replacement Coverage

Regular and prompt attendance is an expectation of University employment. Regular, frequent, or repeated absences are subject to Article VIII proceedings.

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 their 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

Section A. Definitions

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. their 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 the Union's 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 the Union's reasonable knowledge of the facts giving rise to the grievance.

Article XIV: Grievance and Arbitration Procedures

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, 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 their 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

Article XIV: Grievance and Arbitration Procedures

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 the Union's 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 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

Article XIV: Grievance and Arbitration Procedures

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 twenty-one (21) 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 twenty-one (21) calendar days following submission of the Step Three answer by the designee of the provost.

Article XIV: Grievance and Arbitration Procedures

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).
- 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 themselves 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 they replace.
- 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.

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- 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.

Article XIV: Grievance and Arbitration Procedures

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.
- 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.

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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 them consistent with this Agreement and considered by them 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.

Article XIV: Grievance and Arbitration Procedures

- 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 their 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.

Article XIV: Grievance and Arbitration Procedures

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.

Article XIV: Grievance and Arbitration Procedures

Section F. Effect on Employment Relationship

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. Discrimination, Harassment, or Sexual Harassment Grievances

Grievances in which the grievant contends that they have 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 180 calendar days following the Union's 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 within twenty-one (21) calendar days following such meeting. The specified time guideline may be amended by mutual written consent of the parties.

Article XIV: Grievance and Arbitration Procedures

3. 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.

In the event an Employee has a grievance alleging a violation of Article IV, the grievance may be initiated at Step One, Step Two, or Step Three of the grievance procedure, at the discretion of the Union, provided it is submitted in writing within 180 calendar days following the Union's reasonable knowledge of the facts giving rise to the grievance.

In the event the Union gives notification of intent to arbitrate as provided in Section D of this Article, the University and the Union will select an arbitrator as provided in Section D of this Article, provided, however, that a list of arbitrators familiar with discrimination allegations will be requested if the University and the Union are unable to select a mutually agreeable Arbitrator. In discrimination cases, the fees and expenses of the Arbitrator shall be paid by the Union if the grievant's claim of discrimination is denied and by the University if the grievant's claim of discrimination is upheld.

Nothing in this Section shall be construed to prevent an Employee who alleges discrimination from exercising constitutional or statutory rights which might be available in addition to arbitration, provided however: (1) that if the Union gives notification of intent to arbitrate, the aggrieved

Employee shall not attempt to avail themselves of such additional rights until after receipt of the arbitration award, except for a case where the Employee might be foreclosed from exercising those rights because of the time involved in

Article XIV: Grievance and Arbitration Procedures

the arbitration proceedings, and (2) that if the Employee files for such rights prior to receipt of the arbitration award, the Employee will request any investigative agency to delay its investigation pending receipt of the arbitration award. In the event the Employee acts in a way inconsistent with (1) and/or (2), the grievance and arbitration process shall cease.

As an alternate to Step One of the grievance process (Section C of this Article), complaints or grievances by Employees alleging a violation of Article IV can be brought directly to the Office of Institutional Equity. Time spent in active pursuit of such informal dispute resolution will not count towards the grievance clock for Step One.

Section H. Recognitions and Definition of Grievances

No matter concerning the definition or application of “in good standing” in a University of Michigan graduate degree program shall be subject to the grievance and arbitration procedures.

In the event that a grievance arises alleging a violation of Article I, it shall begin at the Step Two of the grievance and arbitration procedure, provided it is submitted in writing within twenty (20) days following reasonable knowledge of the facts giving rise to the grievance. There shall be unrestricted review of all aspects of the grievance at Steps Two and Three.

If any such grievance alleging a violation of Article I should be taken to arbitration as provided in Section D. of Article XIV, the Arbitrator’s authority and jurisdiction shall not include any matter involving a question of good standing in a University of Michigan graduate degree program or whether employment is academically relevant. Neither shall the Arbitrator have authority to review the decision by a department or degree program regarding the acceptability of an employment position as meeting a degree requirement.

Article XIV: Grievance and Arbitration Procedures

Article XV: Special Conferences

The Arbitrator shall, however, have authority to determine the factual matter of whether an employment position has or has not been certified as meeting a degree requirement by the department or degree program in which the degree is being pursued.

Nothing herein shall preclude a group grievance on behalf of all named and similarly affected individuals.

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 XIV) 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.

Article XV: Special Conferences
Article XVI: Changes Resulting in a Conference

Further, no such matter or action shall alter any of the provisions of this 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 this 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 XVI: Changes Resulting in a Conference

The University's Contract Administrator will notify the Union in writing within fourteen (14) calendar days of any changes reported to the University's Contract Administrator in any of the following matters as it relates to the terms and conditions of employment of Employees within a department or unit:

1. Level of funding available to the department or unit for the employment of Employees;
2. FTE's available to the department or unit for Employees;
3. The work assignments or scope of responsibility for Employees caused by changes in the educational curriculum of the department or unit;
4. Average size of Employees' employment fractions;
5. Number of Employees;
6. Class size policy.

Article XVI: Changes Resulting in a Conference

Article XVII: Class Size

The University's Contract Administrator will provide an opportunity for the Union representative to confer with the department or unit chairperson, or designee, on the change and on its implications for the terms and conditions of employment of the affected Employees.

Article XVII: Class Size

Recognizing that the size of classes has an impact on the workload of the Employee, the University and the Union agree that:

1. At the Union's request, once during each of Terms I and II, each department chairperson, or designee, shall arrange a meeting with interested Employees in the department and with the Union Representative, designated pursuant to Article XVI, to discuss class size.
2. Each department employing GSIs will establish a class size policy for classes to which GSIs are assigned. This class size policy will include, but need not be limited to, the maximum number of students in each section (recognizing the potential for reduction within sections with regard to programmatic need) and the maximum ratio of students to GSIs.

The class size policy will be provided to any Employee upon request.

3. The department will have available, in writing, the method(s) for handling override authorization forms and person(s) who are authorized signers. No GSI shall be required to accept enrollees in excess of the maximum class or section size. Should a GSI wish to add enrollees beyond the established maximum, there will be no presumption of a change in appointment fraction.

Article XVII: Class Size
Article XVIII: Curriculum
Article XIX: Employee Training

The special conference procedure (as set forth in Article XV) shall be available to discuss Union concerns about specific departmental class sizes or class size policies as they relate to courses which utilize Employees.

Article XVIII: Curriculum

Departments are encouraged to have Employee representation on committees dealing with undergraduate curriculum and/or educational innovation.

Employees may submit written comments concerning course content at any time to their appropriate supervising instructional staff member and/or departmental chairperson. These comments shall be considered the next time the course in question is organized.

Employees are encouraged to prepare written reports evaluating course content, teaching methods, examinations, grading and other matters concerning the course or courses they have taught and submit them to the appropriate supervising instructional staff member and/or appropriate departmental chairperson. Such reports may be required by a department. In addition, written reports by Employees may be prepared on overall curriculum and submitted to the appropriate curriculum committee.

It is understood that nothing herein precludes oral comments on these matters.

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

Article XIX: Employee Training

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.

Article XIX: Employee Training

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, 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

Article XIX: Employee Training

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.

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.

*The hourly equivalent of the Employee's rate will be computed by multiplying their Full Time Equivalent (FTE) rate by three (3) and dividing that product by 2,080 hours

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.

Employees who disenroll from the University or drop below the minimum credit requirement before the end of the term due to medical reasons should contact the Union and Academic Human Resources to discuss timely continuity of their tuition waiver.

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 their 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 their office, and 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.

Article XXI: Employee Rights

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;
7. in the event space is needed for sensitive conversations with students as part of their employment duties, Employees will be able to make arrangements through the employing Department for access to such space; and
8. Employees will be afforded secure space for storage of grading and teaching materials.

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.

Article XXI: Employee Rights

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, they may invite a department steward or other representative of the Union at their 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.

Article XXI: Employee Rights

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 them as soon as possible.

Section I. Work Hours

Appointing units will make reasonable efforts to ensure that 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, Employees shall continue to have access to these facilities unless and until such kitchens may be re-tasked for alternative use.

Article XXI: Employee Rights

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.

Section O. Restroom Access

An employee who requires the use of gender-inclusive restrooms for reasons of gender identity may request to be located in a work site that has reasonable proximity to gender-inclusive restrooms. The University will allow employees to make these requests without requiring proof of gender identity. Such requests may be granted solely at the Employer's discretion and on a case-by-case basis. Grants or

Article XXI: Employee Rights
Article XXII: Policies and Procedures for Employees
with Disabilities

denials of these requests shall not be subject to Article XIV
Grievance and Arbitration Procedures.

Article XXII: 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.

Article XXII: Policies and Procedures for Employees with Disabilities

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:
4.
 - a. managing 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. compiling 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 providing the report to GEO and/or Academic Human Resources upon request;

Article XXII: Policies and Procedures for Employees with Disabilities

- 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.
- 5. 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.
- 6. 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.
- 7. As specified in Article IX, Section C.8., employing units will include in their initial offer letters to all Employees a statement that the University complies with the ADA, contact information for the administrative designee for the employing school or college, and contact information for the designated central office.

Article XXII: Policies and Procedures for Employees with Disabilities

Section C. Accommodations Procedure

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.

Article XXII: Policies and Procedures for Employees with Disabilities

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.

Article XXII: Policies and Procedures for Employees with Disabilities

If the Employee submits the forms to the administrative designee, the administrative designee will submit the forms to the designated central 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 One (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 One (1) i. outlined above.

Article XXII: Policies and Procedures for Employees with Disabilities

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

Article XXII: Policies and Procedures for Employees with Disabilities

equally effective reasonable accommodation is available.

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 XXIII: Past Practices

Article XXIII: Past Practices

Section A. Employees' Representation on Committees

Where in effect on the execution date of this Agreement, Employees' representation on a department or unit committee(s) shall continue.

Section B. Lounges

Where rooms or facilities exist such that these rooms or facilities serve as Employee lounges to which all Employees have access, such rooms and facilities shall continue to serve as Employee lounges and Employees shall continue to have access as long as the rooms or facilities continue to exist.

Section C. Coffee-making Facilities

Where coffee-making facilities exist such that Employees have access to and utilize such facilities, Employees shall continue to have access to these facilities.

Section D. Mail Receptacles

Departments and units that provide individual Employee mail receptacles on the execution date of this Agreement shall continue to provide such individual receptacles.

Article XXIV: Waiver**Article XXV: Law Savings Clause****Article XXIV: Waiver**

The University and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Article XXV: Law Savings Clause

Therefore, the University and the Union, except as provided in Article XXVI, Term of Agreement, each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

If any provision of this Agreement shall, at any time, be found invalid by operation of any court or board of competent jurisdiction, and from whose judgment no appeal has been taken within the time provided for so doing, or if compliance with or enforcement of any provision should be permanently restrained by any such court, then said provision shall become null and void, and the University and the Union, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision. In the event any provision of this Agreement becomes null and void in this manner, all other provisions of this Agreement shall continue in full force and effect.

For the purposes of this provision, the word "board" shall not include the Board of Regents of the University of Michigan or any board established by them or their agents.

In the event an action is brought before a state court of competent jurisdiction regarding the offering or maintaining of benefits for Other Qualified Adults (comparable to those offered by the University) to employees of a state or other governmental institution, including but not limited to public colleges, universities or other public school systems, and said court determines that the plan in question violates the Michigan Constitution, specifically Article 1, § 25, either party may exercise the right to reopen negotiations under the Law Savings Clause of the Agreement.

Article XXVI: 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 May 1, 2023.

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, 2022. It is understood that following such notice, negotiations will begin by November 14, 2022, unless mutually agreed otherwise. The parties agree to reach a tentative agreement by March 1, 2023. The Parties may extend the March 1, 2023 deadline by written agreement.

In the event that a successor Agreement is not negotiated by 11:59 p.m. May 1, 2023, this Agreement shall continue in full force and effect unless thirty (30) days' written notice of termination is given by the Union or the University.

Executed this 16th day of April, 2020.

FOR THE REGENTS OF
THE UNIVERSITY OF
MICHIGAN

s/ Ellen Grachek

Ellen Grachek
Associate Director, Academic
Human Resources

s/ Dominick Fanelli

Dominick Fanelli

s/ Cristina Moreiras-
Menor

Cristina Moreiras-Menor

s/ Romesh Saigal

Romesh Saigal

FOR GRADUATE
EMPLOYEES'
ORGANIZATION*

s/ Molly Brookfield

Molly Brookfield

s/ Sheira Cohen

Sheira Cohen

s/ Devlin Mallory

Devlin Mallory

s/ Peter Martel

Peter Martel

s/ Kat Miller

Kat Miller

s/ Allyson Strickland
Allyson Strickland

s/ Feng Zhu
Feng Zhu

s/ Daniel Washington
Daniel Washington

Date: April 30, 2020

*signed electronically due to
COVID-19

*signed electronically due to
COVID-19

MOU I. Work/Life Resource Center
MOU II. Summer Benefits

MEMORANDA OF UNDERSTANDING

I. Work/Life Resource Center

The University has established a *Work/Life Resource Center*. The function of the center is to facilitate informed choice by faculty, staff, and students about family care services available in their communities and in campus communities. The services of this program are available to Employees represented by GEO.

II. Summer Benefits

The University will provide special handling of any Employees who are eligible for summer coverage as described in Article XI: Benefits but whose confirmation of eligibility was not delivered to the Benefits Office by April 10. Employees so affected should contact the Academic Human Resources Office which will arrange for continued enrollment. If it is too late for such enrollment for those who continue health and dental insurance coverage using COBRA or who pay for other coverage, the University will reimburse the Employee for any premiums actually paid up to the amount the University would have paid in premiums for the continuation of regular University coverage provided a premium receipt is submitted to the Benefits Office. For those who decide to pay for health and dental expenses directly, the University also will reimburse the Employee up to the amount the University would have paid in premiums for the continuation of regular University coverage, but not to exceed actual expenses provided an original bill is submitted.

MOU III. Compliance with the Family Medical Leave Act

MOU IV. International Graduate-Student Training

III. Compliance with the Family Medical Leave Act

The University will comply fully with the Family Medical Leave Act (FMLA). The Union and the University agree to include Employees' Other Qualified Adults under the definition of "immediate family member" in connection with all FMLA provisions.

IV. International Graduate Student Training

Listed in the Appendix is the LSA Policy for support of international graduate students who participate in the August workshop in English Language Proficiency. For eligible students who do not take advantage of the LSA Policy, the University will provide \$45 per day to attendees of the workshop to assist with food, insurance costs, and other expenses. Comparable support will be provided to international graduate students who are employed outside LSA, through their respective schools or colleges.

The University is committed to this policy for the term of this Agreement. The provisions and duration of this policy are not a part of the collective bargaining agreement. However, any graduate student who believes they have not been properly accorded the provisions of this policy may file a grievance with the Rackham School of Graduate Studies.

MOU V. Mental Health Co-payments
MOU VI. Lactation Accommodations

V. Mental Health Co-payments

Effective January 1, 2021 through plan year 2023, the annual-out-of-pocket copayment maximum for mental health office visits shall be \$500 per individual and \$1,000 per family.

VI. 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.). The University acknowledges the importance of having available space for the purpose of expressing milk on campus and will continue to make reasonable efforts to meet the following guidelines for appropriate space as referenced in Article XXI, Section N.

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 parents' use, it must be available to nursing parents when needed.

If an Employee is not able to locate available space for expressing milk on campus, they can contact the Work-Life Resource Center at (734) 936-8677 or visit their lactation resources website at <https://hr.umich.edu/benefits-wellness/family/work-life-resource-center/lactation-resources>.

MOU VII. Continuation of Dues Authorization
MOU VIII. E-Signatures

VII. Continuation of Dues Authorization

The parties agree that a Graduate Employees' Organization Union Membership / Representation-Service Fee Card, as described in Article V, Section I of the Agreement, if signed and executed by an Employee prior to May 1, 2017, shall be provided to University Payroll prior to May 15, 2017 so as to authorize the deduction of Union Dues. Such cards shall be considered a valid Payroll Deduction Authorization for Dues Card under Article V of this Agreement, having the identical effect as the card described in Article V, Section D.

VIII. E-Signatures

The Union and the University agree in principle that e-signatures may be acceptable for authorization of payroll deduction of dues if the electronic signature meets the University standard for a valid authorized signature. Within ninety (90) days of the ratification of this Agreement, the parties will convene a working group with the goal of identifying a mutually acceptable e-signature product or system.

**MOU IX. Memorandum of Understanding –
Diversity, Equity and Inclusion GSSAs**

**MOU X. Memorandum of Understanding
Required Disclosure of Felony Charges and/or Felony
Convictions**

**IX. Memorandum of Understanding – Diversity, Equity
and Inclusion GSSAs**

The parties have agreed that the University and the Union have a shared interest in having graduate student employees contribute to the Diversity, Equity and Inclusion Strategic Plan.

From August 31, 2020 through April 30, 2023, the University will employ during the fall and winter semesters six (6) Graduate Student Staff Assistants (“GSSAs”) who will perform administrative, counseling or educational duties related to the Schools’ and Colleges’ diversity, equity and inclusion strategic plans under the direction of the Vice Provost for Graduate Studies or their designee, in cooperation with the Vice Provost for Equity and Inclusion. GSSA positions will be made pursuant to Article I, Section B.6.

**X. Memorandum of Understanding- Required
Disclosure of Felony Charges and/or Felony Convictions**

Effective May 1, 2020, Standard Practice Guide 601.38, Required Disclosure of Felony Charges and/or Felony Convictions, shall apply to all employees. SPG 601.38 may be accessed online at the following link:
<https://spg.umich.edu/policy/601.38>.

If an Employee is charged or convicted in a period of time when they are not employed as a GSA nor hold any other position covered by the SPG 601.38, they are only required to disclose the charge (if still pending) or conviction when they re-enter the Bargaining Unit. Once an Employee re-enters the Bargaining Unit, the timeline for disclosure begins

X. Memorandum of Understanding – Required Disclosure of Felony Charges and/or Felony Convictions

at the appointment start date. Employees will be notified of the policy upon their re-entry into the Bargaining Unit.

Employees who fail to disclose felony charges and convictions, and/or fail to provide accurate details regarding felony charges and convictions, or fail to consent to a background check, will be subject to the process set forth in Article VIII, Job Security.

In the event an Employee is terminated for violation of Standard Practice Guide 601.38, or is relieved of employment responsibilities pending disposition of a felony charge, Academic HR will notify the Union. If the Union files a grievance in accord with Article XIV concerning the termination or relief of employment responsibilities, an arbitration hearing will be held and a decision rendered by the arbitrator no later than fourteen (14) calendar days after receipt of the grievance. The arbitrator will be asked to determine whether the action taken was for just cause. Action taken against an Employee will not be taken solely based on the existence of a felony charge or conviction, but must be job-related for the position in question and reflect business necessity. During the period of arbitration, the Employee will continue to receive their full salary and benefits, including their tuition waiver.

Arbitrations held pursuant to this article shall be heard by one (1) arbitrator from a three-person panel that will be mutually agreed upon by the Employer and the Union no later than thirty (30) days after ratification of the Agreement. Arbitrators will be selected on a rotating basis. If an arbitrator is provided notice and the case does not go to hearing for any reason, the assigned arbitrator will go to the bottom of the list just as though they had heard the case.

Nothing in this paragraph limits the University's right to terminate employment or take action as would otherwise be available under the Agreement.

X. Memorandum of Understanding – Required Disclosure of Felony Charges and/or Convictions

XI. Memorandum of Understanding – Speech Language Therapy for the Treatment of Gender Dysphoria

In the event that an Employee is relieved of employment responsibilities pending disposition of a felony charge, they will keep their salary, tuition waiver, and benefits for the remainder of the employment period.

A material change to SPG 601.38 shall be subject to negotiation.

XI. Memorandum of Understanding- Speech Language Therapy for the Treatment of Gender Dysphoria

Effective July 1, 2020, GradCare will cover up to 15 speech language therapy sessions per calendar year for the treatment of gender dysphoria. The employee will be responsible for paying the \$25.00 co-pay for each speech language therapy session.

XII. Memorandum of Understanding- Joint Committee on Workplace Free from Discrimination, Sexual Harassment, and Sexual Misconduct

The University and the Union share interests in a safe, diverse, and inclusive workplace, free from discrimination, sexual harassment, and sexual misconduct.

The Joint Committee on Workplace Free from Discrimination, Sexual Harassment, and Sexual Misconduct shall meet twice per year (one meeting in the Fall Term, and one meeting in the Winter Term), in accord with Article XV Special Conference, to discuss potential concerns specifically related to GSA employment, with the express intent of working toward maintaining and advancing a workplace free from discrimination, sexual harassment, and sexual misconduct. Additional meetings may be held by mutual agreement.

Three (3) representatives from the Union and three (3) representatives from the University (including one designee from the Office of Institutional Equity, the GEO Contract Administrator, and a representative from the Sexual Assault Prevention and Awareness Center, as needed and depending on the meeting's subject matter) shall convene as the Joint Committee on Workplace Free from Discrimination, Sexual Harassment, and Sexual Misconduct. The Parties will mutually agree upon dates and locations for each meeting. The Joint Committee pledges to address the following agenda items during its first year of operation. Agenda items may be added or subtracted only by mutual agreement.

1. Preventing discrimination, sexual harassment, and sexual misconduct during University-sponsored field experiences for Employees, including guidance for Employees and their supervisors.
2. Potential mechanisms for improving the OIE's process for Employee complaints of discrimination.
3. Creating an informational resource outlining the complaint process, including GEO's role.

XII. Memorandum of Understanding – Joint Committee on Workplace Free from Discrimination, Sexual Harassment, and Sexual Misconduct

XIII. Memorandum of Understanding – Special Conference for Review of Letters of Recommendation

4. Potential avenues for improving sexual misconduct trainings for Employees.
5. Ensuring access to gender-inclusive restrooms for Employees on campus.

Nothing in this MOU obligates the Parties to negotiate or in any way change or alter any of the provisions of this Agreement, or the rights of either the University or the Union under the terms of the Agreement. Nothing in this section shall impair or supplant the Union's right to grieve in accord with Article IV or XIV, Grievance and Arbitration Procedures.

This MOU shall terminate with the expiration of this Agreement, unless the parties mutually agree to extend its terms beyond the expiration of this Agreement.

XIII. Memorandum of Understanding- Special Conference for Review of Letters of Recommendation

The Union and the University have a mutual interest in addressing appropriate responsibilities and guidelines associated with Employees' writing letters of recommendation for students. The Parties will hold a special conference, pursuant to Article XV, Special Conferences, to discuss employment-related concerns and issues associated with writing letters of recommendation. The special conference will be held in Fall Term 2020.

**XIV. Memorandum of Understanding- Special
Conference for Fraction Calculation Form**

**XV. Memorandum of Understanding – Special
Conference on SMTD Employment Fractions below .25**

**XIV. Special Conference for Fraction Calculation
Form**

The Union and the University recognize Employees are engaged in professional activities that cannot be precisely standardized or measured in relation to a given period of time. The Parties have a mutual interest in ensuring appropriate communications between hiring units and Employees regarding average weekly expectations and actual work hours. The Parties will hold a special conference, pursuant to Article XV, Special Conferences, to discuss employment-related concerns and issues associated with the fraction calculation form and potential avenues for improvements to it. The Parties will also discuss the content and format of the Hours Accountability form which the University will provide to Employees, as specified in Article X.G.b. The special conference will convene once during the Spring/Summer Term and once during the Fall Term 2020. The Parties may mutually agree to additional meetings.

**XV. Memorandum of Understanding- Special
Conference on SMTD Employment Fractions below .25**

The parties agree to hold a special conference, per Article XV, including at least one representative from the School of Music, Theater & Dance, to discuss issues related to employment fractions below .25 and possible solutions.

XVI. Memorandum of Understanding - Joint Committee on Disability Accommodations

The University and the Union share interests in improving the disability accommodations procedure for Employees, in accord with Article XXII: Policies and Procedures for Employees with Disabilities.

The Joint Committee on Disability Accommodations shall meet twice per year (one meeting in the Fall Term, and one meeting in the Winter Term), in accord with Article XV Special Conference, to discuss potential concerns specifically related to GSA employment, with the express intent of working toward improving the employee disability accommodations process. Additional meetings may be held by mutual agreement.

Three (3) representatives from the Union and three (3) representatives from the University (including one designee from the Office of Institutional Equity and the GEO Contract Administrator) shall convene as the Joint Committee on Disability Accommodations. The Parties will mutually agree upon dates and locations for each meeting.

The Joint Committee pledges to address the following agenda items during its first year of operation. Agenda items may be added or subtracted only by mutual agreement of the committee members.

1. Potential mechanisms for improving the employment disability reasonable accommodations procedure, such as process improvements and communication between the Designated Central Office and Administrative Contacts. Such mechanisms might include, but are not limited to: efficiencies in the disability reasonable accommodation process and improving the Employee experience in the reasonable accommodation process.

XVI. Joint Committee on Disability Accommodations

2. Identification of and discussion about mechanisms for disseminating information to Employees regarding health coverage benefits and disability reasonable accommodations.
3. Identification of and discussion about mechanisms for improving communication and enabling better understanding of the disability reasonable accommodations process for Employees within the University system.
4. Discussion about ways to build the relationship between GEO and the University to help Employees navigate and understand the disability reasonable accommodations process.

Nothing in this MOU obligates the Parties to negotiate or in any way change or alter any of the provisions of this Agreement, or the rights of either the University or the Union under the terms of the Agreement. Nothing in this section shall impair or supplant the Union's right to grieve in accord with Article IV or XIV, Grievance and Arbitration Procedures.

This MOU shall terminate with the expiration of this Agreement, unless the parties mutually agree to extend its terms beyond the expiration of this Agreement.

Appendix A: Policy for Graduate Students with Non-English Medium Undergraduate Backgrounds Who Seek GSI Positions in the College of Literature, Science, and the Arts

APPENDICES

A. Policy for Graduate Students with Non-English Medium Undergraduate Backgrounds Who Seek GSI Positions in the College of Literature, Science, and the Arts

The College of Literature, Science, and the Arts strongly supports the employment of Graduate Student Instructors (GSI) from diverse educational, linguistic and cultural backgrounds and values their contribution to the College community. In recognition of the particular challenges of working as a GSI in a different educational system, in potentially new classroom cultures, and perhaps in a different language, graduate students from non-English medium undergraduate educational backgrounds who are candidates for GSI positions in LSA have the opportunity to be part of a special training course sponsored by LSA and conducted jointly by the English Language Institute (ELI) and the Center for Research on Learning and Teaching (CRLT). The course, ELI 994 College Teaching in the U.S.: Pedagogy, Culture and Language, provides participants with practice in classroom English and in leading discussion sections and labs. It provides perspectives on aspects of the U.S. educational system such as office hours and aspects of the culture of the University of Michigan undergraduate classroom.

As part of the training, the College of LSA also requires that potential GSIs whose undergraduate medium of instruction is not English be evaluated for effective proficiency in classroom English. Effective proficiency includes fluent and intelligible speech, the ability to understand the English spoken by the undergraduate students, the ability to produce

Appendix A. Policy for Graduate Students with Non-English Medium Undergraduate Backgrounds Who Seek GSI Positions in the College of Literature, Science, and the Arts

organized, coherent explanations, and the ability to contribute to the development of interactions with their students.

Graduate students are exempt from ELI 994 and the Graduate Student Instructor Oral English Test (GSI-OET) if they hold an undergraduate degree from a U.S. college or university, or an undergraduate degree from a college or university where English is the exclusive medium of instruction. The Department Chair can also refer to the course potential GSIs who need additional language instruction and/or introduction and orientation to the American university classroom and community. If referred, attendance and satisfactory completion is required as a condition of employment as a GSI. Students who are exempt may take the training course on a space-permitting basis.

As part of the training and testing, graduate students are required to demonstrate their effective proficiency by taking the GSI-OET conducted by independent evaluators from the Testing Division at the ELI and a faculty representative from the department in which the prospective GSI will be teaching.

In the event that an examinee does not successfully complete the GSI-OET at the end of a course, it is incumbent on the department that made admission and support offers to identify alternative support resources that are not GSI positions and that do not require direct contact with undergraduate students.

Appendix A. Policy for Graduate Students with Non-English Medium Undergraduate Backgrounds Who Seek GSI Positions in the College of Literature, Science, and the Arts

It is not required that these "backup" support systems offer conditions of support that are identical or comparable in level to that which would come from a regular GSI position, but they must be sufficient to meet Department of Homeland Security requirements that the international student be able to demonstrate the existence of financial support during the first year of study.

Such alternative support is contingent on the student's concurrently fulfilling ELI course requirements identified in the GSI-OET. This Test is provided at no cost to the student, and the ELI courses are available from the College to enrolled students. Although there is no limit to the number of times one can retake the GSI-OET, a student must complete the post-OET requirements to be eligible for a retest.

There are two options for the training course during the year. There will be a Winter semester course (ELI 994) and a Summer course (both 2 credits), the latter only for new, first-term prospective GSIs. For LSA graduate students who are not required to attend the Summer ELI 994 course but who would like to, prior written approval from the appointing department is necessary

Prospective employees who are not first-term GSIs may take a test of communicative skills in the Fall term for employment in the Winter term or in the Winter term for employment in the following Fall term. If the prospective employee passes the test before training, the employee may choose whether or not they would like to participate in the training. Students who are waived may take the training on a space-permitting basis.

For any LSA graduate student who is required to attend the Summer LSA ELI 994 course, the University provides housing in a designated University facility and a living allowance of \$45

Appendix A. Policy for graduate Students with Non-English Medium Undergraduate Backgrounds Who Seek GSI Positions in the College of Literature, Science, and the Arts

per day to attendees of the workshop to assist with food, insurance costs, and other expenses. For those who do not choose to live in the designated facility, there are no cash alternatives. Please review the tax treaty information at: <http://www.finops.umich.edu/payroll/forms/taxtreaties> to see if you qualify for a tax exemption.

Matriculating students from a non-LSA school or college must be nominated by an LSA department to participate in the Summer LSA ELI 994 course. The Rackham Graduate School will provide funds for housing in a designated University facility and a living allowance of \$45 per day (to assist with food, insurance costs, and other expenses), for non-LSA graduate students attending the Summer LSA ELI 994 course. For those who do not choose to live in the designated facility, there are no cash alternatives. Please review the tax treaty information at: <http://www.finops.umich.edu/payroll/forms/taxtreaties> to see if you qualify for a tax exemption.

Appendix B: Elliott-Larsen Civil Rights Act

B. Elliott-Larsen Civil Rights Act

Sec. 202. (1) An employer shall not do any of the following:

- (a) Fail or refuse to hire, or recruit, or discharge, or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition, or privilege of employment, because of religion, race, color, national origin, age, sex, height, weight, or marital status.
 - (b) Limit, segregate, or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity, or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight, or marital status.
 - (c) Segregate, classify, or otherwise discriminate against a person on the basis of sex with respect to a term, condition, or privilege of employment, including, but not limited to, a benefit plan or system.
 - (d) Treat an individual affected by pregnancy, childbirth, or a related medical condition differently for any employment-related purpose from another individual who is not so affected but similar in ability or inability to work, without regard to the source of any condition affecting the other individual's ability or inability to work. For purposes of this subdivision, a medical condition related to pregnancy or childbirth does not include nontherapeutic abortion not intended to save the life of the mother.
- (2) This section does not prohibit the establishment or implementation of a bona fide retirement policy or system that is not a subterfuge to evade the purposes of this section.

Appendix B: Elliott-Larsen Civil Rights Act

(3) This section does not apply to the employment of an individual by his or her parent, spouse, or child.

Sec. 203. An employment agency shall not fail or refuse to produce, refer, recruit, or place for employment, or otherwise discriminate against, an individual because of religion, race, color, national origin, age, sex, height, weight, or marital status; or classify or refer for employment an individual on the basis of religion, race, color, national origin, age, sex, height, weight, or marital status.

Appendix C: GradCare University Contribution Formula

C. GradCare University Contribution Formula

Per Article XI. Section A. 4. a.: The maximum University contribution towards GradCare will be the lesser of the total GradCare premium and the highest University contribution given to a regular non-bargained for instructional staff member for each coverage tier.

The University contribution toward GradCare

For individual Employee coverage (Tier I: one adult), the University contribution toward the cost of the GradCare group health insurance plan premium will be 93% of the weighted average premium cost of the two lowest-cost comprehensive plans available to all University employees. The University 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 University pays 75% of the weighted average aggregate premium cost for dependent children and 66% of the weighted average aggregate premium for the second adult.

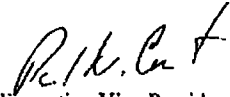
The Employee will be responsible for any additional premium cost above the base University contribution rate toward GradCare.

This formula may be adjusted as long as the University contribution does not go below the 2019-2020 highest University contribution level for non-bargained-for instructional staff per coverage tier.

Paul N. Courant • Interim Provost and Executive Vice President for Academic Affairs

MEMORANDUM

TO: Faculty and Staff

FROM: Paul N. Courant 
Interim Provost and Executive Vice President for Academic Affairs

DATE: April 14, 2017

SUBJECT: Work hour restrictions for international graduate students

The University recognizes that many international graduate students' visas (e.g., J-1 and F-1 visas) prohibit them from being required to work more than 20 hours per week.

The University and its appointing units are committed to working with and supporting graduate students in these circumstances to meet these requirements.

The University values a diverse GSI/GSSA population. To that end, we encourage appointing units, when making hiring decisions, to consider what applicants bring to a particular position, based on the required and desired qualifications. Absent compelling reasons, the visa status of an applicant for a GSI/GSSA position may not be used as a factor in making a hiring decision.

In addition, the University reinforces its commitment to honor GSI's average weekly work expectations and its other commitments as set forth in the collective bargaining agreement with respect to providing substitute coverage for international graduate students who become unable to fulfill their GSI/GSSA employment responsibilities because of visa status.

PNC/af

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW**

BOARD OF REGENTS OF THE
UNIVERSITY OF MICHIGAN,

Plaintiff,

v

Case No. 21-_____-CL

THE GRADUATE EMPLOYEES
ORGANIZATION AMERICAN
FEDERATION OF TEACHERS LOCAL
3550,

Hon. _____

Defendant.

(CONT'D) EXHIBITS TO VERIFIED COMPLAINT

- | | |
|------------|--|
| Exhibit 1 | Collective Bargaining Agreement (April 16, 2020 – May 1, 2023) |
| Exhibit 2 | GEO Strike FAQ pamphlet |
| Exhibit 3 | Unarmed Non-Police Response Proposal, GEO to UM AHR 12/16/22 |
| Exhibit 4 | P4P Proposal, GEO to UM-AHR 1/06/2023 |
| Exhibit 5 | Immigration Protection Proposal, GEO to UM AHR 12/16/2022 |
| Exhibit 6 | MERC Charge filed by UM |
| Exhibit 7 | Affidavit of Dr. Thomas Finholt |
| Exhibit 8 | Affidavit of Anne Curzan |
| Exhibit 9 | Affidavit of Cliff Lampe |
| Exhibit 10 | Affidavit of Katherine DeLong |
| Exhibit 11 | Second GEO Strike FAQ pamphlet |

GEO Strike FAQ



Contents:

- Why are UM grad workers considering a strike?
 - What is the goal of a strike?
 - What will I have to do if we strike?
- How is a strike authorized and who can vote?
 - Will striking effect my student visa?
 - Is striking illegal?
 - Will I lose pay or get fired?
- How should I communicate with my advisor/students?

Why are UM grad workers considering a strike?

At the bargaining table, dozens of graduate students have provided well-researched arguments for each of our proposals. Meanwhile, hundreds of graduate students have participated in several actions to communicate to the University about the necessity of these proposals, including picketing during various events, conducting a work-in protest, and speaking directly to the elected Regents. Yet, the Administration hasn't budged at all. A strike is our absolute last option but one that we must consider at this time.

What is the goal of a strike?

A strike significantly interrupts undergraduate instruction, alerts the campus and local community to our struggle, and brings media attention to the University, all of which pressure the administration to make moves to settle the strike. Once we are on strike, UM leaders will be highly motivated to get us back to work. We will ask UM leaders to make us an offer that can settle the strike. Ultimately, we are striking in order to receive an offer that is acceptable to a majority of GSIs/GSSAs.

What is a strike?

A strike is a coordinated stoppage of work to make an employer meet the needs and demands of workers. During a strike, GSIs and GSSAs would cease performing their paid instructional and staff assistant labor. There are over 2,000 GSIs and GSSAs. When we stop performing our job duties, our value becomes clear to the entire community.

When would we go on strike?

This will ultimately depend on what the University offers us, and will be a collective decision by grad workers. However, we would probably not have a strike authorization vote until mid-March.

How long will we strike for?

We hope that good preparation and a credible strike threat will push the University to make us an offer before a strike even begins. Remember, they have the money and resources to agree to our proposals and can do that at any time. In the event that we do have to strike, a strike could go on for several weeks.



What will I have to do if we strike?

If you are a GSI/GSSA: you should refrain from teaching your class and stop other GSI/GSSA-related activities.

If you are a GSRA: you will not be crossing the picket line by continuing your paid research labor. However, strikes often cause ripples and waves throughout a workplace. In the event of a strike, you and your labmates might decide that the best thing is to halt your experiments for the time being. You should feel empowered to do that!

All grad students regardless of your employment status should participate in picket lines. Picket lines involve chanting, marching, and handing out informational literature outside of buildings.

And, if you are asked to pick up the labor of striking workers, always say no. This is called scabbing and it undermines the democratic decisions of GSIs/GSSAs to go on strike and weakens our collective power, meaning we may have to strike for longer.

Should I stop attending class or doing my research?

No. Our strike involves a coordinated work stoppage of our GSI/GSSA duties. You can continue to work towards your degree by going to class and conducting research.

I've heard that striking is illegal. Is that true?

Yes. UM is a public university, and it is unlawful for public sector employees to strike in Michigan. In addition, our contract has a "no-strike clause" specifying that we cannot strike. Striking would therefore be a breach of contract and the University could legally discipline or fire us. The question is whether the University would retaliate against workers and the union rather than pay us a living wage. UM is highly unlikely to fire all of its GSIs and GSSAs because we are essential to the day-to-day operations of the University. They need us!

UM could take action against GEO as an organization. None of these actions would directly affect individual members. First, UM could stop collecting union dues from union members. Second, the University could also ask a court for an injunction to force us back to work (see below). Finally, the University could sue GEO for damages if we violated our no-strike clause.



I'm an international student. Can I go on strike?

Yes. International students, like domestic students, have the right to join and participate in their union. Your visa requirements do not restrict your ability to participate in a strike. International students have historically been active and central in GEO since its inception including having led strikes and other collective actions that have improved all of our lives here at UM.

Will UM punish strikers?

Tens of thousands of graduate workers have gone on strike in the U.S. in the last decade, and not one person has lost their place at the university. (UC Santa Cruz did fire some striking grad workers in 2020, largely because at that point the number of strikers was small [~50]. However, even in this case, their union fought for and ultimately won their reinstatement.)

Columbia University has gone on strike five times in the last ten years. After the last strike, they won significant pay increases and improvements to their benefits. Other recent graduate worker strikes succeeded in winning the demands of grad workers at NYU, Harvard, the University of Illinois, and the University of Illinois at Chicago. We ourselves at University of Michigan went on strike and won in 2020.

We will only strike if we have the participation of hundreds of GSIs/GSSAs. Our strength in numbers is our primary protection against punishment, as it has been with every strike everywhere.

Will striking affect my student visa? Will it affect future visas?

No. Your visa is connected to your status as a student, not your status as an employee. International students' visas can only be revoked if a student is dismissed from the university. Not one international graduate worker has ever had their visa taken away or restricted for participation in a university labor union. Reach out to us at umgeo@geo3550.org if the administration schedules a disciplinary hearing to punish you for your participation in the strike.

As described above, any legal action UM took would target GEO leadership rather than rank-and-file workers. And in the unlikely event that UM pursued legal action against individual GEO members—something which has never been done before at any institution and may not be legally possible—this would not amount to a criminal penalty, but to a

civil one and should have no impact on your current or future immigration status (whether you are in the US currently or not). We know of no instances of an international grad worker having their visa status or job position affected by striking, or of international students being asked about union participation or striking at the border (including international students who were a prominent part of GEO's leadership during the 2020 strike and international students who were prominently featured in the media during strikes at IU and UCSC).

Employers often target immigrant workers because of their perceived vulnerability, but the truth is that international students are crucial to the University's business model. About a third of grad students and GSIs/GSSAs at UM are international students; if UM attempted to revoke international students' visas, it would seriously damage its prospects for recruiting international grad students and undergraduates alike. This is why international students have been at the center of many grad worker strikes, from UIC to IU to GEO.

How will UM leaders respond?

Based on how administrations have reacted at other universities and how UM reacted against our 2020 strike, we can expect that UM will threaten strikers. They will threaten our jobs, our wages, and our academic standing. You can expect to get an email from Provost McCauley or the Dean of your college telling you that you could be punished for striking. Vague threats of punishment is a typical anti-union scare tactic that we have seen before. The goal of using these tactics is to scare you and stop you from advocating for yourself and others.

Can UM withhold my wages if I strike?

It is not typical for universities to withhold pay. This is because it is illegal to withhold pay from people who are working, and it will be very difficult for UM to determine who is striking and when they are striking. Especially in the context of a strike of hundreds or thousands, UM will probably not be able to logistically withhold pay from only striking workers, and if they withhold from workers who are not striking or who are out sick, they would be acting illegally.

In the event that UM did withhold our wages, we would still have recourse. First, we are raising money for a hardship fund for those who need money for essentials such as rent, bills, and food. Secondly, before agreeing to end the strike, we would insist that UM return any withheld wages just like Columbia grads did in their recent ten-week strike.

Will I get fired if I strike?

UM could legally fire striking workers, and will almost certainly threaten to do so. However, there are a variety of reasons why it is unlikely to follow through:

1. Grad workers are highly specialized laborers performing work that is essential to the University's operations, so UM cannot fire all of us. Where would they find another 2,200 skilled teachers to teach?
2. UM would have to determine which workers were on strike. This is not easy to do in an institution as decentralized as UM.
3. If UM fired more vulnerable workers (like international students), then we could sue them for discrimination.
4. Firing striking workers is an escalation that would likely cause significant backlash from the UM community and beyond.

These are the major reasons why UM has never fired GSIs/GSSAs in previous GEO strikes (including the 2020 strike), and why no grad worker has lost their place at their university over the past decade of strikes. (UC Santa Cruz did fire some striking grad workers in 2020, largely because at that point the number of strikers was small [~50]. However, even in this case, their union fought for and ultimately won their reinstatement.) In addition, we would negotiate with the University for a non-retaliation agreement as part of any strike resolution. This is one reason why it is crucially important that we all stay on strike together to ensure all of our collective safety: Without enough strike power, we may not be capable of getting UM to sign a non-retaliation agreement at the end of the strike.

Will I be able to get hired in the future if I strike?

Yes. For those who came in with offer letters, your department is still obligated to hold up their end of the bargain and provide you with the previously agreed upon funding, assuming that you are in good academic standing, are on track with program milestones, or have received exceptions for those things. Moreover, before we would be willing to call an end to the strike, we would negotiate with UM for a non-retaliation agreement. Such an agreement would involve UM communicating with all departments that retaliation through refusal to hire or any other means would be unacceptable.

How will striking affect my students?

A strike will disrupt undergraduate learning in the short term, but it will enhance their educational experience in the long term. Fundamentally, our working conditions are their learning conditions. In addition, many of our proposals would directly benefit undergrads, including class size caps, accessible trans healthcare, and a better childcare subsidy. Finally, many undergrads will go on to grad school themselves, benefiting directly from the progress we make toward affordability and dignity for all grad workers.

Many undergraduates support GEO and will understand why we are striking and will demonstrate support. At the same time, many students will be confused and would prefer that we keep teaching. Preparing your students for a strike is the best way to mitigate stress for them. Email umgeo@geo3550.org for a slide-show and script to talk to them. A strong show of support from undergraduates and their parents will help end the strike swiftly.

What should I say to my advisor?

As support for the strike grows, we encourage you to work with your department steward to inform your departments and faculty supervisors that you are preparing to strike. We encourage you to do this as a group of grad workers preparing to strike. This is much better than trying to have this conversation one-on-one.

Many departments will be supportive because the strike will ultimately help them too. We are advocating for millions of dollars

to be added to fund graduate education, which will increase the money that every department receives.

However, if your advisor oversees your teaching or you have other concerns, talk to your department steward to make a plan. That plan might entail approaching that professor as a group of GSIs or it might entail having the entire department make a statement about why grad workers have decided to strike (the Psychology department has already issued such a statement). We will be providing templates for these conversations and statements soon.

What if UM files an injunction to get us to return to work like they did in 2020?

In the event of a strike, we can expect UM to file an injunction against GEO to force us back to work. This is a common tactic of employers to try to intimidate workers (e.g., EMU sought an injunction against faculty there when they went on strike last year). Keep in mind that an injunction is first and foremost a scare tactic. An injunction cannot result in you personally being criminally charged, sued or in the loss of our status as unionized workers.

The injunction will likely target GEO as an organization and its officers, not rank-and-file workers. (Although we know that a union is its membership, the law constructs the union as separate from workers.)



While UM has the right to enjoin us if we strike, it would mean that the University would rather take its workers to court than pay us a living wage. Such an aggressive attack on our union would likely result in the rest of the UM community turning against the administration. This happened in 2020, when faculty showed up in force to call on UM administrators to revoke their injunction. We ultimately came to a resolution with UM before the courts decided on the injunction.

Finally, the courts would take time to make a decision on an injunction, most likely a week or two. During this time, there would be intense pressure for the University to make a deal that would end the strike. In 2020, GEO's strike began on 9/7, UM filed an injunction on 9/14, and a judge set a hearing for 9/24. Membership voted to accept UM's offer and end the strike on 9/16.

Within these parameters, how an injunction actually plays out depends on many factors that we cannot predict. Grad workers would weigh the relevant factors and make decisions together at the time.

What is the process by which grad workers vote to strike?

GEO leadership will only call a strike authorization vote if enough grad workers sign strike pledges indicating that they would vote "yes." We are collecting strike pledges now at : bit.ly/GEOStrikePledge.

If we get enough strike pledges to demonstrate a widespread commitment to the platform, there will be a vote of GSIing and GS-SAing GEO members to authorize a strike. A strike authorization vote authorizes the union's officers to call a strike in the event that all other options for pressuring the University to bargain productively have been exhausted. It does not necessarily mean that we will strike, but it does give us the option. If the membership votes "yes" on the strike authorization ballot, it sends a clear message to the University that our membership is willing to strike over the issues on the table.



Who can vote to authorize a strike?

To vote in a strike authorization, you have to be (1) a current GSI or GSSA AND (2) a GEO member. The ballot will be open for approximately seven days. More information about whether voting will happen in person or virtually and where you can vote will be available in the weeks to come.

I'm supportive of striking for affordability and dignity for grad workers. Now what?

Sign the pledge to strike at bit.ly/GEOStrikePledge

Have more questions?

Email GEO leadership at umgeo@geo3550.org

U-M WORKS
BECAUSE WE DO

GEO



Unarmed Non-Police Response Proposal, GEO to UM AHR

12/16/2022

Proposal

The University and The Union recognize "policing as a public health issue" (as per UM|GEO Strike Resolution Agreement, September 16, 2020). The University will uphold the rights of an Employee to a healthy and safe workplace by providing non-police and unarmed alternatives. The University will fund an unarmed and non-police urgent response program.

Changes to contract language

This proposal Affects Article XXI and introduces a new MOU.

Article XXI: Employee Rights

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. Recognizing that policing is a public health and workplace safety issue, the University will allocate funds for non-police and unarmed alternatives to support the health and safety of Employees. These alternatives will be separate from the Division of Public Safety and Security.

MOU XVII. Unarmed and non-police alternative for health and safety

The University and the Union share interests in improving the health and safety of Employees, in accord with Article XXI: Employee Rights, Section G. Health and Safety. In recognition of policing as a public health issue, the University will fund an unarmed and non-police urgent response program that is separate from the Division of Public Safety and Security (DPSS). The function of this program is to facilitate an alternative for faculty, staff, students, and community members to call in the event of public health and safety concerns. The services of this alternative program will be available to Employees represented by GEO and the wider Washtenaw County community. The Union shall have the right to meet and confer with the University in the implementation of this program. One current viable alternative to policing is the urgent response program proposed by the Coalition for Re-Envisioning our Safety (CROS) as designed by their Care-Based Safety (CBS) team. An estimated budget amount produced by the CBS team involves a cost-share by the University of \$2.25 million.

P4P Proposal, GEO to UM-AHR
1/06/2023

Proposal 1: Payment for Placements

Proposal: Provides compensation for Masters of Social Work students completing field placements as required by their degree programs. Establishes funds to cover program costs and need-based scholarships.

Changed contract language: This proposal introduces a new MOU into the contract. The MOU number will be finalized once other proposals have been incorporated into the contract.

MOU [N]: Payment for Masters of Social Work Placements

The University shall, in its annual allocation to the School of Social Work (SSW), create a new, permanent line item for the purpose of funding stipends for Master of Social Work (MSW) field students, separate from financial aid-related line items. All students who do not already receive funding at a rate at or above \$20/hr from their field site, a state apprenticeship program, or the SSW's Field Placement Donor-Funded Stipend Program will receive a stipend from this source. The hourly stipend for each student shall equal \$20/hr minus any existing hourly payment from their field site, apprenticeship program, or the Field Placement Donor-Funded Stipend Program for all field hours required by their degree program. These payments shall be made in addition to any financial aid funding or payments.

Additionally, the University shall contribute \$250,000 to the School of Social Work to cover program costs including but not limited to additional staff, training, and supplies for the Office of Field Education (OFE) and the Office of Student Services and Enrolment Management (OSSEM) within the Department of the School of Social Work. Any leftover funds from a given fiscal year shall be reallocated to the School of Social Work's Financial Aid Office to fund need-based scholarships.

Immigration Protection Proposal, GEO to UM AHR 12/16/2022

Proposal

The University will uphold the rights of an Employee in the event of an immigration case against the Employee. Additionally, the University will provide notice to the Employee and the union, and ensure the Employee has access to legal representation through University-provided legal services.

Article XXI: Employee Rights

Section L. Immigration Protections

In the event in which the University is contacted by ICE, CBP, or other government agencies regarding an immigration case related to an Employee, regardless of the nature of the inquiry, the University is required to first provide 72-hours notice to both the Employee and their primary union contact before complying with requests for information by said agencies.

The University will ensure that agents have obtained a validly executed Search or Arrest warrant prior to allowing agents to enter a workplace or inspect records.

In the event that the University is served with a validly executed Search or Arrest warrant, the University will refuse to permit access to agents for the execution of detention warrants for Employees while working or living on University premises.

The Employer shall not permit the agent(s) to enter the premises without a valid warrant or, in the case of the inspection of I-9 forms, without 72 hours notice. In all instances in which agent(s) are permitted to enter the premises, the University is required to provide 72 hours notice both to the Employee and GEO before the agent(s) are permitted to enter the premises.

In instances in which a detention warrant is being executed against an Employee, the University must not only provide 72-hours notice to the Employee before allowing agent(s) to enter the premises, but must also ensure that the Employee has been notified of the availability of legal representation via University legal services.

Should any change in laws or regulations relevant to these procedures, including but not limited to repeal of DACA, rescinding of TPS, travel bans, or any other change in immigration law or regulations, or a court ruling that sets forth any new interpretation pertaining to these procedures occur, then, at the union's request, the parties shall meet

to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements.

[Guarantee of legal representation in the event of a federal immigration inquiry initiated at the workplace]

In the event of a federal immigration inquiry concerning an Employee, the University will ensure that the Employee is given access to legal representation through University-provided legal services. 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.

The University is prohibited from reverifying immigration documents on their own initiative, outside of an active hiring process.

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.

The University will not share any information with government agencies (ICE, DHS, CBP) pertaining to immigration status, criminal history, residence and contact information, except as required by warrant or law.



CHARGE

Michigan Department of Labor and Economic Opportunity
Employment Relations Commission (MERC)
Labor Relations Division
313-456-3510

Authority: P.A. 380 of 1965, as amended.

INSTRUCTIONS: File an original and 4 copies of this charge (including attachments) with the Employment Relations Commission at: Cadillac Place, 3026 W. Grand Boulevard, Suite 2-750, PO Box 02988, Detroit MI 48202-2988 or 503 W. Allegan, Mason Building, Garden Level, PO Box 30015, Lansing, MI 48909. The Charging Party must serve the Charge on the opposing side within the applicable statute of limitations, and must file a statement of service with MERC. (Refer to the "How to File a Charge" document under the "Forms" link at www.michigan.gov/merc.)

Complete Section 1 if you are filing charges against an employer and/or its agents and representatives. —or—
Complete Section 2 if you are filing charges against a labor organization and/or its agents and representatives.

1. EMPLOYER AGAINST WHICH THE CHARGE IS BROUGHT

Check appropriate box: ☐ Private ☒ Governmental

Name and Address:

2. LABOR ORGANIZATION AGAINST WHICH THE CHARGE IS BROUGHT

Name and Address:

Graduate Employees' Organization - American Federation of Teachers Local 3550
Jared Eno - President (president@geo3550.org)
339 East Liberty Street, Suite 340
Ann Arbor, MI 48104

3. CHARGE

Pursuant to the Labor Mediation Act (LMA) or Public Employment Relations Act (PERA) (*cross out one*), the undersigned charges that the above-named party has engaged in or is engaging in unfair labor practices within the meaning of the Act.

On an attached sheet you must provide a clear and concise statement of the facts which allege a violation of the LMA or PERA, including the date of occurrence of each particular act and the names of the agents of the charged party who engaged in the complained of conduct. The charge should describe who did what and when they did it, and **briefly** explain why such actions constitute a violation of the LMA or PERA.

The Commission may reject a charge for failure to include the required information. However, it is not necessary to present your case in full at this time. Documentary material and exhibits ordinarily **should not** be submitted with this charge form.

4. Name and Address of Party Filing Charge (Charging Party)
(if labor organization, give full name, including local name and number)

Telephone Number:

University of Michigan

(734) 764-0304

5. List ALL related MERC case(s) (if any): University of Michigan and Graduate Employees Organization, Local 3350

(Name of parties)

Case No.: 23-0294-CE

Judge: Peltz

Case No.:

Judge:

I have read this charge and it is true to the best of my knowledge and belief.

Email:

see attached

Telephone/Cell No.:

see attached

Print Name and Title:

Craig Schwartz, Co-Counsel; Gloria Hage, Senior Associate General Counsel

Fax No.:

see attached

Street Address:
see attached

City: see attached

State:

Zip Code: see attached

The Department of Labor and Economic Opportunity will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

Attachment “A” to ULP Charge

UNIVERSITY OF MICHIGAN,

Charging Party,

v.

Case No.

GRADUATE EMPLOYEES ORGANIZATION,
AMERICAN FEDERATION OF TEACHERS
LOCAL 3550,

Respondent.

Butzel Long, a Professional Corporation
Attorneys for Charging Party
Craig S. Schwartz (P36137)
201 W. Big Beaver Road
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Co-Counsel for the University of Michigan

**STATEMENT OF UNFAIR LABOR PRACTICE CHARGE
AGAINST RESPONDENT GRADUATE EMPLOYEES ORGANIZATION**

1. Respondent Graduate Employees Organization (“GEO”) is the collective bargaining representative of Graduate Student Instructors and Graduate Staff Assistants of the University of Michigan (“University”). The GEO and the University are parties to a collective bargaining agreement with a term of April 16, 2020 – May 1, 2023.
2. Article III “No Interference” of the collective bargaining agreement contains broad and stringent no-strike commitments by the GEO. This article provides, in pertinent part:

Article III; No Interference

The Union, through its officials, will not cause, instigate, support or encourage, nor shall any Employee take part in, any concerted action against or any concerted interference with the operation of the University, such as the failure to report for duty, the absence from one’s position, the stoppage of work, or the failure, in whole or part, to fully, faithfully, and properly perform the duties of employment. Nothing in this paragraph, however, shall be construed to limit participation of individuals

in an activity that is unrelated to their employment relationship. In the event of any such action or interference and on notice from the University, the Union, through its officials, will immediately disavow such action or interference. Further, the Union will instruct in writing (email will suffice) and in a timely matter (e.g., prior to the action or interference when notice from the University is provided prior to the interference) any and all Employees to cease their misconduct and inform them that this misconduct is a violation of the Agreement, which subjects them to disciplinary action, including discharge. **(Exhibit 1)**

3. Since November, 2022, GEO and the University have engaged in collective bargaining negotiations for a new labor contract.
4. Despite repeated objections by the University, and specific requests for GEO to withdraw non-mandatory and/or illegal subjects of bargaining from its bargaining demands, since the inception of bargaining, and continuing to date, GEO has bargained to impasse over several non-mandatory and/or illegal subjects of bargaining under the Michigan Employment Relations Act (“PERA”). These non-mandatory and/or illegal subjects include:

a) GEO’s “Unarmed Non-Police Response” Proposal **(Exhibit 2)**.

This proposal demands that the University “fund an unarmed and non-police urgent response program separate from the Division of Public Safety”, a demand which does not pertain to the wages, hours, and terms and conditions of employment of employees in the GEO bargaining unit.

The proposal further states that the function of this program is intended to provide services not only to University employees outside the GEO bargaining unit, but also to non-students in the Ann Arbor Community:

“The function of this program is to facilitate an alternative for faculty, staff, students and community members ... The services of this alternative program will be available to Employees represented by GEO and the wider Washtenaw County Community.”

GEO’s bargaining proposal is a non-mandatory subject of bargaining under PERA because it does not impact the wages, hours and terms and conditions of employment in the GEO bargaining unit; seeks to negotiate police services for non-unit members and the public generally; and infringes on the University’s management rights under PERA, and constitutional rights under section 5 of the Michigan Constitution.

b) GEO’s “Payment for Placement” Proposal **(Exhibit 3)**

In this bargaining proposal, GEO seeks to bargain a minimum \$20 per hour stipend for all Masters of Social Work students performing social work placements required by their degree programs despite: 1) all social work graduate students are not GSI’s or GSA’s in

GEO's bargaining unit; and 2) even if graduate Social Work students are otherwise GSIs or GSAs, the field work they are performing for their graduate degree program is professional training related to their academic requirements and not their activities as an employee of the University.

GEO's proposal further demands that the University contribute \$250,000 to the School of Social Work to cover program costs for Social Work students generally, and not specifically to members of the GEO bargaining unit.

GEO's bargaining proposal is a non-mandatory subject of bargaining under PERA because it demands the University provide funding for non-employees and/or non-members of the bargaining unit; and infringes upon the University's management rights under PERA, and Section 5 of the Michigan Constitution, to determine the level of funding for academic programs and students participating in such programs.

c) GEO's "Immigration Protection" Proposal (Exhibit 4)

This proposal attempts to place stringent and unlawful restrictions on the University's cooperation with federal immigration agencies attempting to investigate and enforce federal immigration laws. GEO demands in its proposal that the University not cooperate with requests of federal immigration authorities to enter a workplace or inspect records absent a validly executed search or arrest warrant.

The proposal additionally demands that the University not comply with requests of federal immigration authorities to inspect I-9 forms and other supportive documentation establishing a right to work in the United States, or to even enter University premises, unless 72 hours' notice is provided to an employee. This would permit any individual unlawfully working in the United States ample notice and opportunity to evade enforcement of federal immigration law.

Finally, GEO demands that the University pay for and provide legal representation to any employee in any federal immigration inquiry. Such representation is not limited to inquiries about an individual's ability to work in the United States, but rather to all immigration inquiries include visa status generally.

GEO's bargaining proposal is a non-mandatory and/or illegal subject of bargaining in violation of public policy because it prohibits the University's voluntary cooperation with federal immigration authorities enforcing federal law; places restrictions on legal compliance by the University in violation of the federal law; and demands legal representation from immigration issues unrelated to University employment.

5. Notwithstanding GEO's contractual no-strike obligation, on March 29, 2023, GEO initiated an unlawful work stoppage among members of its bargaining unit in support of its non-mandatory and/or illegal bargaining demands, and has encouraged, authorized and organized the illegal work stoppage. The work stoppage not only repudiates Article II of the collective bargaining agreement, but also constitutes an unlawful "strike" within the

meaning of Section 2 of PERA. In the “GEO Strike FAQ” pamphlet attached hereto as **Exhibit 5**, GEO fully admits that **“UM is a public university and it is unlawful for public sector employees to strike in Michigan”**. (at p. 4) Similarly, in the web page headed “GEO Strike FAQ” attached hereto at **Exhibit 6**, GEO states it is going on strike because the University has not accepted its bargaining proposals, and confirms that **“UM is a public university and it is unlawful for public employees to strike in Michigan. In addition, our contract has a ‘no strike’ clause that says we cannot strike.”**

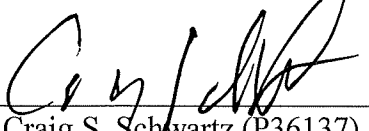
6. Prior to initiating and organizing the unlawful strike, GEO failed to exhaust the statutory dispute resolution mechanism of MERC mediation, and failed to file for or complete the fact finding process provided for under the Michigan Labor Mediation Act, MCLA 423.27 *et seq.*
7. By initiating and organizing a strike in repudiation of Article II “No Interference” of the labor contract, Respondent GEO has violated its duty to bargain in good faith under PERA and has committed an unfair labor practice in violation of Section 10(2)(d) of PERA.
8. By bargaining to impasse over non-mandatory and/or illegal subjects of bargaining, and organizing and initiating an illegal strike in furtherance of such non-mandatory and/or illegal bargaining subjects, Respondent GEO has violated its duty to bargain in good faith under PERA, and has committed an unfair labor practice in violation of Section 10(2)(d) of PERA.
9. By organizing and initiating a unlawful strike before exhausting the statutory dispute resolution mechanisms of mediation and fact finding, Respondent GEO has violated its duty to bargain in good faith under PERA, and has committed an unfair labor practice in violation of Section 10(2)(d) of PERA.

WHEREFORE, THE UNIVERSITY OF MICHIGAN requests that the Commission:


- 1) Enter an immediate Order to Show Cause, requiring Respondent GEO to show cause why it should not be found in violation of PERA for the acts complained of herein;
- 2) Order Respondent and its officers and agents to cease and desist from unlawfully striking or conducting a work stoppage against the University of Michigan, or from organizing, authorizing or engaging in such action;
- 3) Order Respondent to cease and desist from repudiating its collective bargaining agreement with the University; and
- 4) Order Respondent to cease and desist from violating its duty to bargain collectively under PERA, including demanding bargaining on mandatory and/or illegal subjects of bargaining over the University’s objections.

Respectfully submitted,

Butzel Long, a Professional Corporation University of Michigan

By: 
Craig S. Schwartz (P36137)

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Co-Counsel for the University of Michigan

Dated: March 29, 2023

MICHIGAN DEPARTMENT OF LABOR AND ECONOMIC OPPORTUNITY
EMPLOYMENT RELATIONS COMMISSION ("MERC")
LABOR RELATIONS DIVISION

UNIVERSITY OF MICHIGAN,

Charging Party,

v.

Case No.

GRADUATE EMPLOYEES ORGANIZATION,
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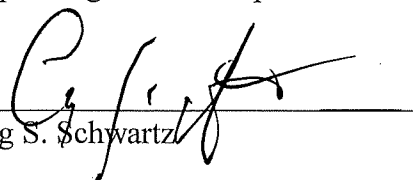
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GHage@umich.edu
Co-Counsel for the University of Michigan

PROOF OF SERVICE

Craig S. Schwartz states that on March 29, 2023, he served Charging Party's Unfair Labor Practice Charge (with attachment), together with this Proof of Service upon:

Jared Eno – President Graduate Employees Organization American Federation of Teachers Local 3550 339 East Liberty Street, Suite 340 Ann Arbor, MI 48104 president@geo3550.org	Nathan Walker (P86540) 2661 East Jefferson Ave. Detroit, MI 48207 nwaker@aftmichigan.org
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via email and by enclosing said documents in an envelope addressed to the above-referenced individuals with postage fully prepared and by depositing said envelope in the United States mail, Troy, Michigan.



Craig S. Schwartz

WLP
EXHIBIT 1

AGREEMENT

**The Regents of the University of
Michigan
&
Graduate Employees' Organization**

**American Federation of Teachers,
AFL-CIO Local 3550**

April 16, 2020 – May 1, 2023



Article I: Recognition and Definitions

Article II: University Rights

Article III: No Interference

whether employment is academically relevant. Neither shall the Arbitrator have authority to review the decision by a department or degree program regarding the acceptability of an employment position as meeting a degree requirement. The Arbitrator shall, however, have authority to determine the factual matter of whether an employment position has or has not been certified as meeting a degree requirement by the department or degree program in which the degree is being pursued.

Nothing herein shall preclude a group grievance on behalf of all named and similarly affected individuals.

Article II: University Rights

The University retains, solely and exclusively, all of its inherent rights, functions, duties, and responsibilities with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the University will be conducted except where those rights, functions, duties, and responsibilities may be limited in this Agreement.

Article III: No Interference

The Union, through its officials, will not cause, instigate, support or encourage, nor shall any Employee take part in, any concerted action against or any concerted interference with the operations of the University, such as the failure to report for duty, the absence from one's position, the stoppage of work, or the failure, in whole or part, to fully, faithfully, and properly perform the duties of employment. Nothing in this paragraph, however, shall be construed to limit participation of individuals in an activity that is unrelated to their employment relationship.

In the event of any such action or interference, and on notice from the University, the Union, through its officials, will

Article III: No Interference

immediately disavow such action or interference. Further, the Union will instruct in writing (email will suffice) and in a timely manner (e.g., prior to the action or interference when notice from the University is provided prior to the interference) any and all Employees to cease their misconduct and inform them that this misconduct is a violation of the Agreement, which subjects them to disciplinary action, including discharge.

If the Union, through its officials, performs its obligations as set forth in this Article, the University agrees that it will not file or prosecute any action for damages against the Union or its officials or pursue the remedy in the following paragraphs. Nothing herein, however, shall preclude the University from proceeding against any Employee involved in such action or interference.

If the Union, through its officials, fails to perform its obligations as set forth in this Article to disavow such action or interference and/or to provide notice to all Employees in a timely manner to cease their misconduct and inform them that this misconduct is a violation of the Agreement, which subjects them to disciplinary action, including discharge, the University, in consultation with and support from the Provost and Executive Vice President for Academic Affairs, shall inform the Union of its failure in writing.

Effective immediately upon such notice, Article V, Payroll Deduction Authorization for Dues, shall become null and void as set forth in Article V, Section E.

Upon written request from the Union the University will convene a Step 3 hearing within five (5) business days for the purpose of hearing the Union's argument as to why the penalties invoked should be reversed. The University will provide a written response within five (5) business days. The Union may appeal the Step 3 decision under the provisions of Article XIV Arbitration, Section D. Impartial Arbitration.

VLP
EXHIBIT 2

Unarmed Non-Police Response Proposal, GEO to UM AHR

12/16/2022

Proposal

The University and The Union recognize “policing as a public health issue” (as per UM|GEO Strike Resolution Agreement, September 16, 2020). The University will uphold the rights of an Employee to a healthy and safe workplace by providing non-police and unarmed alternatives. The University will fund an unarmed and non-police urgent response program.

Changes to contract language

This proposal Affects Article XXI and introduces a new MOU.

Article XXI: Employee Rights

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. Recognizing that policing is a public health and workplace safety issue, the University will allocate funds for non-police and unarmed alternatives to support the health and safety of Employees. These alternatives will be separate from the Division of Public Safety and Security.

MOU XVII. Unarmed and non-police alternative for health and safety

The University and the Union share interests in improving the health and safety of Employees, in accord with Article XXI: Employee Rights, Section G. Health and Safety. In recognition of policing as a public health issue, the University will fund an unarmed and non-police urgent response program that is separate from the Division of Public Safety and Security (DPSS). The function of this program is to facilitate an alternative for faculty, staff, students, and community members to call in the event of public health and safety concerns. The services of this alternative program will be available to Employees represented by GEO and the wider Washtenaw County community. The Union shall have the right to meet and confer with the University in the implementation of this program. One current viable alternative to policing is the urgent response program proposed by the Coalition for Re-Envisioning our Safety (CROS) as designed by their Care-Based Safety (CBS) team. An estimated budget amount produced by the CBS team involves a cost-share by the University of \$2.25 million.

ULP
EXHIBIT 3

P4P Proposal, GEO to UM-AHR
1/06/2023

Proposal 1: Payment for Placements

Proposal: Provides compensation for Masters of Social Work students completing field placements as required by their degree programs. Establishes funds to cover program costs and need-based scholarships.

Changed contract language: This proposal introduces a new MOU into the contract. The MOU number will be finalized once other proposals have been incorporated into the contract.

MOU [N]: Payment for Masters of Social Work Placements

The University shall, in its annual allocation to the School of Social Work (SSW), create a new, permanent line item for the purpose of funding stipends for Master of Social Work (MSW) field students, separate from financial aid-related line items. All students who do not already receive funding at a rate at or above \$20/hr from their field site, a state apprenticeship program, or the SSW's Field Placement Donor-Funded Stipend Program will receive a stipend from this source. The hourly stipend for each student shall equal \$20/hr minus any existing hourly payment from their field site, apprenticeship program, or the Field Placement Donor-Funded Stipend Program for all field hours required by their degree program. These payments shall be made in addition to any financial aid funding or payments.

Additionally, the University shall contribute \$250,000 to the School of Social Work to cover program costs including but not limited to additional staff, training, and supplies for the Office of Field Education (OFE) and the Office of Student Services and Enrolment Management (OSSEM) within the Department of the School of Social Work. Any leftover funds from a given fiscal year shall be reallocated to the School of Social Work's Financial Aid Office to fund need-based scholarships.

U.P.
EXHIBIT 4

Immigration Protection Proposal, GEO to UM AHR
12/16/2022

Proposal

The University will uphold the rights of an Employee in the event of an immigration case against the Employee. Additionally, the University will provide notice to the Employee and the union, and ensure the Employee has access to legal representation through University-provided legal services.

Article XXI: Employee Rights

Section L. Immigration Protections

In the event in which the University is contacted by ICE, CBP, or other government agencies regarding an immigration case related to an Employee, regardless of the nature of the inquiry, the University is required to first provide 72-hours notice to both the Employee and their primary union contact before complying with requests for information by said agencies.

The University will ensure that agents have obtained a validly executed Search or Arrest warrant prior to allowing agents to enter a workplace or inspect records.

In the event that the University is served with a validly executed Search or Arrest warrant, the University will refuse to permit access to agents for the execution of detention warrants for Employees while working or living on University premises.

The Employer shall not permit the agent(s) to enter the premises without a valid warrant or, in the case of the inspection of I-9 forms, without 72 hours notice. In all instances in which agent(s) are permitted to enter the premises, the University is required to provide 72 hours notice both to the Employee and GEO before the agent(s) are permitted to enter the premises.

In instances in which a detention warrant is being executed against an Employee, the University must not only provide 72-hours notice to the Employee before allowing agent(s) to enter the premises, but must also ensure that the Employee has been notified of the availability of legal representation via University legal services.

Should any change in laws or regulations relevant to these procedures, including but not limited to repeal of DACA, rescinding of TPS, travel bans, or any other change in immigration law or regulations, or a court ruling that sets forth any new interpretation pertaining to these procedures occur, then, at the union's request, the parties shall meet

Unarmed Non-Police Response Proposal, GEO to UM AHR

12/16/2022

Proposal

The University and The Union recognize “policing as a public health issue” (as per UM|GEO Strike Resolution Agreement, September 16, 2020). The University will uphold the rights of an Employee to a healthy and safe workplace by providing non-police and unarmed alternatives. The University will fund an unarmed and non-police urgent response program.

Changes to contract language

This proposal Affects Article XXI and introduces a new MOU.

Article XXI: Employee Rights

Section G. Health and Safety

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to determine whether any adjustments to these procedures are necessary to comply with the new legal requirements.

[Guarantee of legal representation in the event of a federal immigration inquiry initiated at the workplace]

In the event of a federal immigration inquiry concerning an Employee, the University will ensure that the Employee is given access to legal representation through University-provided legal services. 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.

The University is prohibited from reverifying immigration documents on their own initiative, outside of an active hiring process.

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.

The University will not share any information with government agencies (ICE, DHS, CBP) pertaining to immigration status, criminal history, residence and contact information, except as required by warrant or law.

ULP
EXHIBIT 5

GEO Strike FAQ



Contents:

- Why are UM grad workers considering a strike?
 - What is the goal of a strike?
 - What will I have to do if we strike?
- How is a strike authorized and who can vote?
 - Will striking effect my student visa?
 - Is striking illegal?
 - Will I lose pay or get fired?
- How should I communicate with my advisor/students?

Why are UM grad workers considering a strike?

At the bargaining table, dozens of graduate students have provided well-researched arguments for each of our proposals. Meanwhile, hundreds of graduate students have participated in several actions to communicate to the University about the necessity of these proposals, including picketing during various events, conducting a work-in protest, and speaking directly to the elected Regents. Yet, the Administration hasn't budged at all. A strike is our absolute last option but one that we must consider at this time.

What is the goal of a strike?

A strike significantly interrupts undergraduate instruction, alerts the campus and local community to our struggle, and brings media attention to the University, all of which pressure the administration to make moves to settle the strike. Once we are on strike, UM leaders will be highly motivated to get us back to work. We will ask UM leaders to make us an offer that can settle the strike. Ultimately, we are striking in order to receive an offer that is acceptable to a majority of GSIs/GSSAs.

What is a strike?

A strike is a coordinated stoppage of work to make an employer meet the needs and demands of workers. During a strike, GSIs and GSSAs would cease performing their paid instructional and staff assistant labor. There are over 2,000 GSIs and GSSAs. When we stop performing our job duties, our value becomes clear to the entire community.

When would we go on strike?

This will ultimately depend on what the University offers us, and will be a collective decision by grad workers. However, we would probably not have a strike authorization vote until mid-March.

How long will we strike for?

We hope that good preparation and a credible strike threat will push the University to make us an offer before a strike even begins. Remember, they have the money and resources to agree to our proposals and can do that at any time. In the event that we do have to strike, a strike could go on for several weeks.



What will I have to do if we strike?

If you are a GSI/GSSA: you should refrain from teaching your class and stop other GSI/GSSA-related activities.

If you are a GSRA: you will not be crossing the picket line by continuing your paid research labor. However, strikes often cause ripples and waves throughout a workplace. In the event of a strike, you and your labmates might decide that the best thing is to halt your experiments for the time being. You should feel empowered to do that!

All grad students regardless of your employment status should participate in picket lines. Picket lines involve chanting, marching, and handing out informational literature outside of buildings.

And, if you are asked to pick up the labor of striking workers, always say no. This is called scabbing and it undermines the democratic decisions of GSIs/GSSAs to go on strike and weakens our collective power, meaning we may have to strike for longer.

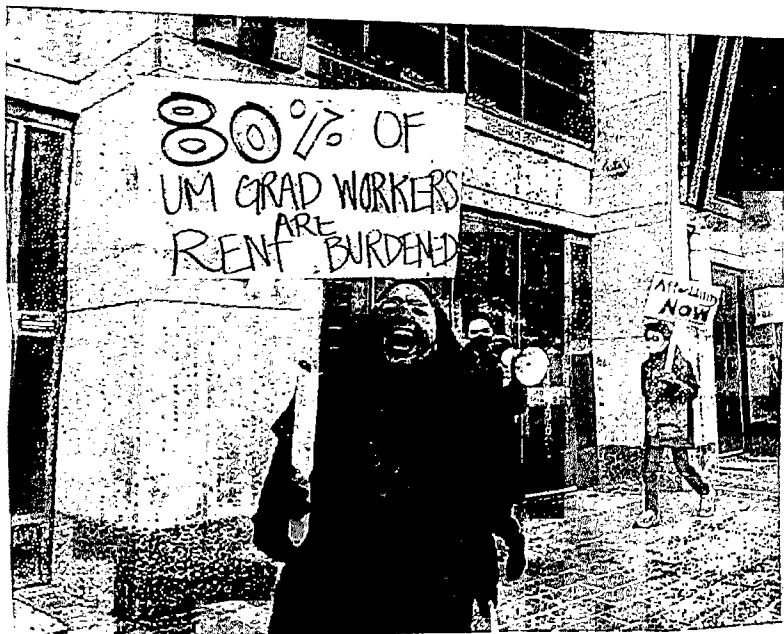
Should I stop attending class or doing my research?

No. Our strike involves a coordinated work stoppage of our GSI/GSSA duties. You can continue to work towards your degree by going to class and conducting research.

I've heard that striking is illegal. Is that true?

Yes. UM is a public university, and it is unlawful for public sector employees to strike in Michigan. In addition, our contract has a "no-strike clause" specifying that we cannot strike. Striking would therefore be a breach of contract and the University could legally discipline or fire us. The question is whether the University would retaliate against workers and the union rather than pay us a living wage. UM is highly unlikely to fire all of its GSIs and GSSAs because we are essential to the day-to-day operations of the University. They need us!

UM could take action against GEO as an organization. None of these actions would directly affect individual members. First, UM could stop collecting union dues from union members. Second, the University could also ask a court for an injunction to force us back to work (see below). Finally, the University could sue GEO for damages if we violated our no-strike clause.



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I'm an international student. Can I go on strike?

Yes. International students, like domestic students, have the right to join and participate in their union. Your visa requirements do not restrict your ability to participate in a strike. International students have historically been active and central in GEO since its inception including having led strikes and other collective actions that have improved all of our lives here at UM.

Will UM punish strikers?

Tens of thousands of graduate workers have gone on strike in the U.S. in the last decade, and not one person has lost their place at the university. (UC Santa Cruz did fire some striking grad workers in 2020, largely because at that point the number of strikers was small [~50]. However, even in this case, their union fought for and ultimately won their reinstatement.)

Columbia University has gone on strike five times in the last ten years. After the last strike, they won significant pay increases and improvements to their benefits. Other recent graduate worker strikes succeeded in winning the demands of grad workers at NYU, Harvard, the University of Illinois, and the University of Illinois at Chicago. We ourselves at University of Michigan went on strike and won in 2020.

We will only strike if we have the participation of hundreds of GSIs/GSSAs. Our strength in numbers is our primary protection against punishment, as it has been with every strike everywhere.

Will striking affect my student visa? Will it affect future visas?

No. Your visa is connected to your status as a student not your status as an employee. International students' visas can only be revoked if a student is dismissed from the university. Not one international graduate worker has ever had their visa taken away or restricted for participation in a university labor union. Reach out to us at umgeo@geo3550.org if the administration schedules a disciplinary hearing to punish you for your participation in the strike.

As described above, any legal action UM took would target GEO leadership rather than rank-and-file workers. And in the unlikely event that UM pursued legal action against individual GEO members—something which has never been done before at any institution and may not be legally possible—this would not amount to a criminal penalty, but to a

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civil one and should have no impact on your current or future immigration status (whether you are in the US currently or not). We know of no instances of an international grad worker having their visa status or job position affected by striking, or of international students being asked about union participation or striking at the border (including international students who were a prominent part of GEO's leadership during the 2020 strike and international students who were prominently featured in the media during strikes at IU and UCSC).

Employers often target immigrant workers because of their perceived vulnerability, but the truth is that international students are crucial to the University's business model. About a third of grad students and GSIs/GSSAs at UM are international students; if UM attempted to revoke international students' visas, it would seriously damage its prospects for recruiting international grad students and undergraduates alike. This is why international students have been at the center of many grad worker strikes, from UIC to IU to GEO.

How will UM leaders respond?

Based on how administrations have reacted at other universities and how UM reacted against our 2020 strike, we can expect that UM will threaten strikers. They will threaten our jobs, our wages, and our academic standing. You can expect to get an email from Provost McCauley or the Dean of your college telling you that you could be punished for striking. Vague threats of punishment is a typical anti-union scare tactic that we have seen before. The goal of using these tactics is to scare you and stop you from advocating for yourself and others.

Can UM withhold my wages if I strike?

It is not typical for universities to withhold pay. This is because it is illegal to withhold pay from people who are working, and it will be very difficult for UM to determine who is striking and when they are striking. Especially in the context of a strike of hundreds or thousands, UM will probably not be able to logistically withhold pay from only striking workers, and if they withhold from workers who are not striking or who are out sick, they would be acting illegally.

In the event that UM did withhold our wages, we would still have recourse. First, we are raising money for a hardship fund for those who need money for essentials such as rent, bills, and food. Secondly, before agreeing to end the strike, we would insist that UM return any withheld wages just like Columbia grads did in their recent ten-week strike.

Will I get fired if I strike?

UM could legally fire striking workers, and will almost certainly threaten to do so. However, there are a variety of reasons why it is unlikely to follow through:

1. Grad workers are highly specialized laborers performing work that is essential to the University's operations, so UM cannot fire all of us. Where would they find another 2,200 skilled teachers to teach?
2. UM would have to determine which workers were on strike. This is not easy to do in an institution as decentralized as UM.
3. If UM fired more vulnerable workers (like international students), then we could sue them for discrimination.
4. Firing striking workers is an escalation that would likely cause significant backlash from the UM community and beyond.

These are the major reasons why UM has never fired GSIs/GSSAs in previous GEO strikes (including the 2020 strike), and why no grad worker has lost their place at their university over the past decade of strikes. (UC Santa Cruz did fire some striking grad workers in 2020, largely because at that point the number of strikers was small [~50]. However, even in this case, their union fought for and ultimately won their reinstatement.) In addition, we would negotiate with the University for a non-retaliation agreement as part of any strike resolution. This is one reason why it is crucially important that we all stay on strike together to ensure all of our collective safety: Without enough strike power, we may not be capable of getting UM to sign a non-retaliation agreement at the end of the strike.

Will I be able to get hired in the future if I strike?

Yes. For those who came in with offer letters, your department is still obligated to hold up their end of the bargain and provide you with the previously agreed upon funding, assuming that you are in good academic standing, are on track with program milestones, or have received exceptions for those things. Moreover, before we would be willing to call an end to the strike, we would negotiate with UM for a non-retaliation agreement. Such an agreement would involve UM communicating with all departments that retaliation through refusal to hire or any other means would be unacceptable.

How will striking affect my students?

A strike will disrupt undergraduate learning in the short term, but it will enhance their educational experience in the long term. Fundamentally, our working conditions are their learning conditions. In addition, many of our proposals would directly benefit undergrads, including class size caps, accessible trans healthcare, and a better childcare subsidy. Finally, many undergrads will go on to grad school themselves, benefiting directly from the progress we make toward affordability and dignity for all grad workers.

Many undergraduates support GEO and will understand why we are striking and will demonstrate support. At the same time, many students will be confused and would prefer that we keep teaching. Preparing your students for a strike is the best way to mitigate stress for them. Email umgeo@geo3550.org for a slideshow and script to talk to them. A strong show of support from undergraduates and their parents will help end the strike swiftly.

What should I say to my advisor?

As support for the strike grows, we encourage you to work with your department steward to inform your departments and faculty supervisors that you are preparing to strike. We encourage you to do this as a group of grad workers preparing to strike. This is much better than trying to have this conversation one-on-one.

Many departments will be supportive because the strike will ultimately help them too. We are advocating for millions of dollars

to be added to fund graduate education, which will increase the money that every department receives.

However, if your advisor oversees your teaching or you have other concerns, talk to your department steward to make a plan. That plan might entail approaching that professor as a group of GSIs or it might entail having the **entire** department make a statement about why grad workers have decided to strike (the Psychology department has already issued such a statement). We will be providing templates for these conversations and statements soon.

What if UM files an injunction to get us to return to work like they did in 2020?

In the event of a strike, we can expect UM to file an injunction against GEO to force us back to work. This is a common tactic of employers to try to intimidate workers (e.g., EMU sought an injunction against faculty there when they went on strike last year). Keep in mind that an injunction is first and foremost a scare tactic. An injunction cannot result in you personally being criminally charged, sued or in the loss of our status as unionized workers.

The injunction will likely target GEO as an organization and its officers, not rank-and-file workers. (Although we know that a union is its membership, the law constructs the union as separate from workers.)



While UM has the right to enjoin us if we strike, it would mean that the University would rather take its workers to court than pay us a living wage. Such an aggressive attack on our union would likely result in the rest of the UM community turning against the administration. This happened in 2020, when faculty showed up in force to call on UM administrators to revoke their injunction. We ultimately came to a resolution with UM before the courts decided on the injunction.

Finally, the courts would take time to make a decision on an injunction, most likely a week or two. During this time, there would be intense pressure for the University to make a deal that would end the strike. In 2020, GEO's strike began on 9/7, UM filed an injunction on 9/14, and a judge set a hearing for 9/24. Membership voted to accept UM's offer and end the strike on 9/16.

Within these parameters, how an injunction actually plays out depends on many factors that we cannot predict. Grad workers would weigh the relevant factors and make decisions together at the time.

What is the process by which grad workers vote to strike?

GEO leadership will only call a strike authorization vote if enough grad workers sign strike pledges indicating that they would vote "yes." We are collecting strike pledges now at: bit.ly/GEOStrikePledge.

If we get enough strike pledges to demonstrate a widespread commitment to the platform, there will be a vote of GSling and GS-SAing GEO members to authorize a strike. A strike authorization vote authorizes the union's officers to call a strike in the event that all other options for pressuring the University to bargain productively have been exhausted. It does not necessarily mean that we will strike, but it does give us the option. If the membership votes "yes" on the strike authorization ballot, it sends a clear message to the University that our membership is willing to strike over the issues on the table.



Who can vote to authorize a strike?

To vote in a strike authorization, you have to be (1) a current GSI or GSSA AND (2) a GEO member. The ballot will be open for approximately seven days. More information about whether voting will happen in person or virtually and where you can vote will be available in the weeks to come.

I'm supportive of striking for affordability and dignity for grad workers. Now what?

Sign the pledge to strike at bit.ly/GEOStrikePledge

Have more questions?

Email GEO leadership at umgeo@geo3550.org

GE
U-M WORKS BECAUSE WE DO

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EXHIBIT 6

GEO Strike FAQ

→ Sign up for a picket shift: bit.ly/GEOPicketShift ←
Join a Strike Committee: bit.ly/GEOSTrikeCommittee

[Why are UM grad workers considering a strike?](#)

[What is the goal of the strike?](#)

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[When would we go on strike?](#)

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[Have more questions? Email GEO leadership at \[umgeo@geo3550.org\]\(mailto:umgeo@geo3550.org\)](#)

Why are UM grad workers considering a strike?

At the bargaining table, dozens of graduate students have provided well-researched arguments for each of our proposals. Meanwhile, hundreds of graduate students have participated in several actions to communicate to the University about the necessity of these proposals, including picketing during various events, conducting a work-in protest, and speaking directly to the elected Regents. Yet, the Administration hasn't

budgeted at all. A strike is our absolute last option but one that we must consider at this time.

What is the goal of the strike?

A strike significantly interrupts undergraduate instruction, alerts the campus and local community to our struggle, and brings media attention to the University, all of which pressure the administration to make moves to settle the strike. Once we are on strike, UM leaders will be highly motivated to get us back to work. We will ask UM leaders to make us an offer that can settle the strike. Ultimately, we are striking in order to receive an offer that is acceptable to a majority of GSIs/GSSAs.

What is a strike?

A strike is a coordinated stoppage of work to make an employer meet the needs and demands of workers. During a strike, GSIs and GSSAs would cease performing their paid instructional and staff assistant labor. There are over 2,000 GSIs and GSSAs. When we stop performing our job duties, our value becomes clear to the entire community.

When would we go on strike?

This will ultimately depend on what the University offers us, and will be a collective decision by grad workers. We will discuss this at the General Membership Meeting on Monday, March 27. RSVP here: <https://bit.ly/GEOEvents>

How long will we strike for?

We hope that good preparation and a credible strike threat will push the University to make us an offer before a strike even begins. Remember, they have the money and resources to agree to our proposals and can do that at any time. In the event that we do have to strike, a strike could go on for several weeks.

What will I have to do if we strike?

If you are a GSI/GSSA: you should refrain from teaching your class and stop other GSI/GSSA-related activities.

If you are a GSRA: you will not be crossing the picket line by continuing your paid research labor. However, strikes often cause ripples and waves throughout a workplace. In the event of a strike, you and your labmates might decide that the best thing is to halt your experiments for the time being. You should feel empowered to do that – but remember, there is safety in numbers, so make sure you have conversations with your labmates as soon as possible, and ensure that any action you take is as part of a collective effort.

All grad students regardless of your employment status should participate in picket lines. Picket lines involve chanting, marching, and handing out informational literature outside of buildings.

And, if you are asked to pick up the labor of striking workers, always say no. This is called scabbing and it undermines the democratic decisions of GSIs/GSSAs to go on strike and weakens our collective power, meaning we may have to strike for longer.

Should I stop attending class or doing my research?

No. Our strike involves a coordinated work stoppage of our GSI/GSSA duties. You can continue to work towards your degree by going to class and conducting research.

At the same time, a strike is a collective action—every one of us owns it! Organizing with your coworkers always makes us more powerful. You can ask your professor to cancel class as a group, or organize a walkout of your lab. Talk to your steward if you need help thinking through options.

I've heard that striking is illegal. Is that true?

Yes. UM is a public university, and it is unlawful for public sector employees to strike in Michigan. In addition, our contract has a “no-strike clause” specifying that we cannot strike. Striking would therefore be a breach of contract and the University could legally discipline or fire us. The question is whether the University *would* retaliate against workers and the union rather than pay us a living wage. UM is highly unlikely to fire all of its GSIs and GSSAs because we are essential to the day-to-day operations of the University. They need us!

UM could take action against GEO as an organization. First, UM could stop collecting union dues from union members. Second, the University could also ask a court for an

injunction to force us back to work (see below). Finally, the University could sue GEO for damages if we violated our no-strike clause.

I'm an international student. Can I go on strike?

Yes. International students, like domestic students, have the right to join and participate in their union. Your visa requirements do not restrict your ability to participate in a strike. International students have historically been active and central in GEO since its inception including having led strikes and other collective actions that have improved all of our lives here at UM.

Will UM discipline strikers?

Tens of thousands of graduate workers have gone on strike in the U.S. in the last decade, and not one person has lost their place at the university. (UC Santa Cruz did fire some striking grad workers in 2020, largely because at that point the number of strikers was small [~50]. However, even in this case, their union fought for and ultimately won [their reinstatement](#).)

Columbia University has gone on strike five times in the last ten years. After the last strike, they won [significant pay increases](#) and improvements to their benefits. Other recent graduate worker strikes succeeded in winning the demands of grad workers at [NYU](#), [Harvard](#), the [University of Illinois](#), and the [University of Illinois at Chicago](#). We ourselves at [University of Michigan](#) went on strike and won in 2020.

We will only strike if we have the participation of hundreds of GSIs/GSSAs. Our strength in numbers is our primary protection against punishment, as it has been with every strike everywhere.

Can UM withhold my wages if I strike?

It is not typical for universities to withhold pay. This is because it is illegal to withhold pay from people who are working, and it will be very difficult for UM to determine who is striking and when they are striking. Especially in the context of a strike of hundreds or thousands, UM will probably not be able to logistically withhold pay from only striking workers, and if they withhold from workers who are not striking or who are out sick, they would be acting illegally.

In the event that UM did withhold our wages, we would still have options. First, we are raising money for a hardship fund for those who need money for essentials such as rent, bills, and food. Secondly, before agreeing to end the strike, we would insist that UM return any withheld wages just like Columbia grads did in their recent ten-week strike.

Will striking affect my student visa? Will it affect future visas?

No. Your visa is connected to your status as a student not your status as an employee. International students' visas can only be revoked if a student is dismissed from the university. Not one international graduate worker has ever had their visa taken away or restricted for participation in a university labor union. Reach out to us at umgeo@geo3550.org if the administration schedules a disciplinary hearing to punish you for your participation in the strike.

As described above, any legal action UM took would target GEO leadership rather than rank-and-file workers. And in the unlikely event that UM pursued legal action against individual GEO members—something which has never been done before at any institution and may not be legally possible—this would not amount to a criminal penalty, but to a civil one and should have no impact on your current or future immigration status (whether you are in the US currently or not). We know of no instances of an international grad worker having their visa status or job position affected by striking, or of international students being asked about union participation or striking at the border (including international students who were a prominent part of GEO's leadership during the 2020 strike and international students who were prominently featured in the media during strikes at IU and UCSC).

Employers often target immigrant workers for intimidation because of their perceived vulnerability, but the truth is that international students are crucial to the University's business model. About a third of grad students and GSIs/GSSAs at UM are international students; if UM attempted to revoke international students' visas, it would seriously damage its prospects for recruiting international grad students and undergraduates alike. This is why international students have been at the center of many grad worker strikes, from [UIC](#) to [IU](#) to GEO.

How will UM leaders respond?

Based on how administrations have reacted at other universities and how UM reacted against our 2020 strike, we can expect that UM will intimidate strikers. They will threaten our jobs, our wages, and our academic standing. You can expect to get an email from Provost McCauley or the Dean of your college telling you that you could be punished for striking. Vague threats of punishment is a typical anti-union scare tactic that we have seen before. The goal of using these tactics is to scare you and stop you from advocating for yourself and others.

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UM could legally fire striking workers, but we think it is highly unlikely. There are a variety of reasons why it is unlikely to follow through:

1. Grad workers are highly specialized laborers performing work that is essential to the University's operations, so UM cannot fire all of us. Where would they find another 2,200 skilled teachers to teach?
2. UM would have to determine which workers were on strike. This is not easy to do in an institution as decentralized as UM.
3. If UM fired more vulnerable workers (like international students), then we could sue them for discrimination.
4. Firing striking workers is an escalation that would likely cause significant backlash from the UM community and beyond.

These are the major reasons why UM has never fired GSIs/GSSAs in previous GEO strikes (including the 2020 strike), and why no grad worker has lost their place at their university over the past decade of strikes. (UC Santa Cruz did fire some striking grad workers in 2020, largely because at that point the number of strikers was small [~50]. However, even in this case, fellow graduate students fought for and ultimately won [their reinstatement](#).) In addition, we would negotiate with the University for a non-retaliation agreement as part of any strike resolution. This is one reason why it is crucially important that we all stay on strike together to ensure all of our collective safety: Without enough strike power, we may not be capable of getting UM to sign a non-retaliation agreement at the end of the strike.

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How will striking affect my students?

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Many undergraduates support GEO and will understand why we are striking and will demonstrate support. At the same time, many students will be confused and would prefer that we keep teaching. Preparing your students for a strike is the best way to mitigate stress for them. You can use this [slideshow](#) and [script](#) to talk to them. A strong show of support from undergraduates and their parents will help end the strike swiftly.

What should I say to my advisor?

As support for the strike grows, we encourage you to work with your department steward to inform your departments and faculty supervisors that you are preparing to strike. We encourage you to do this as a group of grad workers preparing to strike. This is much better than trying to have this conversation one-on-one.

Many departments will be supportive because the strike will ultimately help them too. We are advocating for millions of dollars to be added to fund graduate education, which will increase the money that every department receives.

However, if your advisor oversees your teaching or you have other concerns, talk to your department steward to make a plan. That plan might entail approaching that professor as a group of GSIs or it might entail having the entire department make a statement about why grad workers have decided to strike (the Psychology department has already issued such a statement). We will be providing templates for these conversations and statements soon.

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In the event of a strike, we can expect UM to file an injunction against GEO to force us back to work. The injunction will likely target GEO as an organization and its officers, not rank-and-file workers. (Although we know that a union is its membership, the law constructs the union as separate from workers.)

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Within these parameters, how an injunction actually plays out depends on many factors that we cannot predict. Grad workers would weigh the relevant factors and make decisions together at the time.

Anyone and everyone, sign up for picket shifts:

bit.ly/GEOPicketShift

Have more questions? Email GEO leadership at umgeo@geo3550.org

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW**

THE BOARD OF REGENTS OF THE
UNIVERSITY OF MICHIGAN,

Plaintiff,

v

Case No: _____

THE GRADUATE EMPLOYEES ORGANIZATION
AMERICAN FEDERATION OF
TEACHERS LOCAL 3550,

Hon. _____

Defendant.

AFFIDAVIT OF DR. THOMAS FINHOLT

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

NOW COMES Dr. Thomas Finholt, having been duly sworn does hereby depose and state
as follows:

1. If sworn as a witness, I am competent to testify to the matters stated herein.
2. I am employed by the University of Michigan as the Vice Provost for Academic and Budgetary Affairs and Professor of Information, School of Information
3. The University employs approximately 2,200 GSSAs/GSIs covered by the collective bargaining agreement between the Graduate Employee Organization ("GEO") and the University of Michigan at its Ann Arbor, Dearborn, and Flint campuses, who teach thousands of distinct class sections.
4. Approximately 89.5% of University's undergraduate students are enrolled in at least one course that is taught or co-taught by a GEO member.
5. In many cases where the GSSA/GSI refuses to teach the course, there is no

substitute to backfill the role given the number of classes taught by GEO members, the preparation for a class that is required, and the expertise required in many disciplines.

6. In some cases, the class may continue with students forced to work through the syllabus on their own without any instruction. But in most courses, where self-instruction is not feasible, particularly in courses with labs, the lecture or lab will need to be made up later.

7. If there is not sufficient time to make up the lecture or lab, the course will be cancelled.

8. This is particularly concerning where many introductory level courses for first year students are taught by GSSAs/GSIs. These courses are foundational for student success in future semesters and often prerequisites for enrolling in courses required for graduation in the major.

9. If the winter term is extended or changed based on the lost instruction time, to the extent that is even feasible, the University will suffer increased operational damages, and many innocent students, who did not plan for such an exigency, will be negatively impacted.

10. For instance, students may need to push back or lose internships and other job opportunities to stay through summer break to makeup cancelled classes. Many students rely on part-time work to support themselves or their family. And other students are in majors that require internships, either for graduation, or career opportunities.

11. Similarly, students with families may have unanticipated childcare costs or other issues if the semester is extended. And even students without families will face increased costs to extend lease or cover dormitory costs if the semester is extended beyond their lease.

12. Approximately 46% of the University's undergraduate students have permanent residences in other states and countries and will incur high costs to change travel arrangements if the semester is extended.

13. If courses are cancelled, students will lose the money they spent on books and other course materials/equipment that may not be reused, even if they take the course in a later semester (as it may be obsolete the following year especially if the course is taught by a different instructor who uses different materials).

14. Over 50% of undergraduate students (approximately 14,000) receive a grant or scholarship from the federal, state, or local government as well as the University, another institution, or a foundation/charitable organization.

15. Many scholarship programs and financial aid require that students be enrolled on a full-time basis. If courses are cancelled and students are unable to find available replacement course(s), they may fall below full-time status and lose scholarships and financial aid.

16. International students must also maintain full-time status to maintain their student-visas.

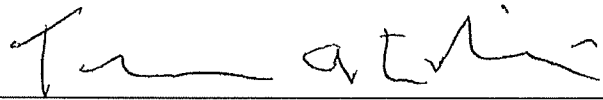
17. 90% of international undergraduate students are enrolled in at least one course taught by a GSSA/GSI. Their visas are threatened if their courses are cancelled and they are unable to find a replacement to meet the requisite credit level.

18. Over 9,000 seniors expect to graduate timely in 2022/2023. If they are unable to do so due to cancelled or delayed courses, they may be ineligible for graduate programs or professional schools and also face additional expenditures for housing costs to stay later to complete a course. The delay here is significant—up to a year in many circumstances, as 35% of seniors are enrolled in courses taught by GSSAa/GSIs instructional staff that are only offered in the Winter semester.

19. GEO's strike will damage the academic reputation of the University, making it more difficult to attract and retain prominent faculty and quality undergraduate students.

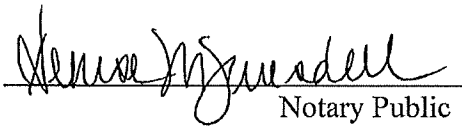
20. Students facing cancelled courses or inability to enroll in courses of their choosing due to backlogs could withdraw or transfer to another school.

21. Similarly, the strike and subsequent cancelled or prolonged courses will cause a loss of confidence in the University's educational mission, and the reputation of the quality of public education at the University will suffer. This loss of reputation reduces the likelihood that future students will enroll at the University thus compromising the future viability, climate and revenue of the University.



Thomas Finholt, Vice Provost for Academic and Budgetary Affairs for the University of Michigan

Subscribed and sworn to before me
This 21st day of March, 2023.



Notary Public

Washtenaw County, Michigan

Acting in Washtenaw County, MI

My Commission Expires: 12/1/29



**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW**

THE BOARD OF REGENTS OF THE
UNIVERSITY OF MICHIGAN,

Plaintiff,

v

Case No: _____

THE GRADUATE EMPLOYEES ORGANIZATION
AMERICAN FEDERATION OF
TEACHERS LOCAL 3550,

Hon. _____

Defendant.

_____ /

AFFIDAVIT OF ANNE CURZAN

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

NOW COMES, Anne Curzan having been duly sworn does hereby depose and state as follows:

1. If sworn as a witness, I am competent to testify to the matters stated herein.
2. I am employed by the University of Michigan as the Dean of the College of Literature, Science, and the Arts (LSA). I am also a Professor in the Departments of English Language and Literature and Linguistics, and in the College of Education.
3. LSA is the University's largest college, enrolling more than 18,000 undergraduate students and 2,100 graduate students. LSA currently employs more than 1,000 Graduate Students Instructors Graduate (GSIs), who are covered by the collective bargaining agreement between GEO and the University of Michigan.

4. LSA relies extensively on GSIs to provide instruction to undergraduate students and course support to LSA faculty. GSIs lead course sections that make up approximately 25% of each student's class time in LSA. Additionally, more than 150 GSIs are currently teaching as instructors of record for courses in LSA. As instructors of record, these GSIs are teaching courses independently.

5. In many cases, where GSIs choose to stop teaching a course as part of a work stoppage, there is no ready substitute to backfill the role. This is particularly impactful in courses where the GSI is the instructor of record.

6. Many of the courses that have GSIs serving as the instructor of record are language courses that require specialized language skills and/or fluency that makes substitute coverage difficult if not impossible.

7. If a significant number of GSIs stop teaching as part of a work stoppage, LSA will not be able to cover all scheduled class and lab sessions, and there will be substantive changes to the learning experience for many students. These impacts will not be limited to LSA students. Approximately 21% of students enrolled in LSA courses are students of other schools and colleges within the University.

8. For those instances where the college is able to provide substitute coverage for GSIs who have stopped teaching or working, LSA will incur the compensation costs for replacement instruction.

9. In some cases, the college may have to combine small course sections into a bigger course to reduce the number of instructors required, thereby depriving students of meaningful opportunities to engage with course materials in a smaller, more personalized environment.

10. In some cases, the college may have to change the format or modality of the course, meaning that a course that was developed as a synchronous in-person course may have to be suddenly converted to an online course or a course that is delivered asynchronously through pre-recorded sessions. This has the potential to negatively impact student learning because the new course format, developed on short notice, may not be as pedagogically effective for the given course material.

11. In other cases, the class may continue with students required to work through the syllabus on their own without direct instruction. Such self-instruction undermines the in-person collaborative learning experience that is the hallmark of a residential education, negatively impacts students for whom direct instruction is essential for learning, and has the potential to negatively impact grades, which can have consequences for applications for professional and graduate programs, among other areas.

12. This is particularly impactful at the end of the semester, where many GSIs provide necessary review sessions for final exams. Without such preparation for final exams, undergraduate students risk negative impacts to their final grades.

13. Also, in many courses, where self-instruction is not feasible, particularly in courses with labs, the lecture or lab will need to be made up later. Make-up sessions can be especially difficult to schedule at the end of the semester.

14. While the liberal arts curriculum of LSA allows students substantial flexibility in their selection of courses, many of our most popular majors have key courses that must be taken in sequence for students to stay on track for on-time graduation. They include prerequisite courses in English, Math, Psychology, Computer Science, Statistics, Economics, Chemistry, and Physics. Some of these courses are also required for cross-campus transfer to the Ross School of

Business, the School of Information, the Ford School of Public Policy, and the School of Public Health. As such, any student unable to complete a course may be unable to transfer to such schools in a timely way; they will either have to change their goals or face a one-semester to one-year delay.

15. Almost all LSA students must achieve two years of proficiency in a foreign language, which many accomplish by taking four courses in sequence; they must also complete a first-year and upper-level writing course. There are approximately 3,300 students enrolled in a foreign language course in any given semester. Class interaction is particularly significant in foreign language instruction, as students become proficient by speaking the language to each other and their instructor in class. Any canceled courses that are not made up (e.g., combined classes to make up for lost classes) or other disruptions to the student learning experience could result in students losing skills learned in the earlier course and deprive students of obtaining the full benefits of the course.

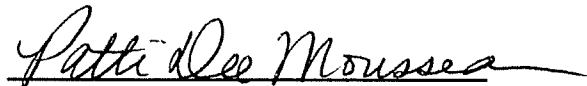
16. GSIs do a significant amount of the grading for LSA courses. Thus, a work stoppage is particularly impactful at the end of the semester, and even more so the semester before graduation, because of the effort required to grade final exams and assign final grades for the semester. Large classes in LSA have as many as 700 students and grading for that many students takes significant time. Delays in grading could impact the college's timeline for degree confirmation and the university's ability to finalize transcripts.

17. Many LSA students have plans for internships, jobs, and graduate school, which may be disrupted if they are unable to complete a course or if there are delays in grading, graduation certification, and/or access to final transcripts.



Anne Curzan, Dean of the College of Literature, Science, and the Arts, and Professor of English Language and Literature and Linguistics and Professor in the College of Education.

Subscribed and sworn to before me
This 24th day of March, 2023.



Notary Public

Washtenaw County, Michigan

Acting in Washtenaw County

My Commission Expires: 01/02/2027

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW**

THE BOARD OF REGENTS OF THE
UNIVERSITY OF MICHIGAN,

Plaintiff,

v

Case No: _____

THE GRADUATE EMPLOYEES ORGANIZATION
AMERICAN FEDERATION OF
TEACHERS LOCAL 3550,

Hon. _____

Defendant.

AFFIDAVIT OF CLIFF LAMPE

STATE OF MICHIGAN)
) ss
COUNTY OF WASHTENAW)

NOW COMES, Cliff Lampe having been duly sworn does hereby depose and state as follows:

1. If sworn as a witness, I am competent to testify to the matters stated herein.
2. I am employed by the University of Michigan as the Associate Dean for Academic Affairs, School of Information. I am also a Professor of Information in the School of Information.
3. GSSAs/GSIs covered by the collective bargaining agreement between GEO and the University of Michigan teach approximately 60% of all students in the School of Information.
4. The Master of Applied Data Science (MADS) degree features tightly coupled, sequential one-month long courses with weekly assignments and/or a final exam or project.
5. One week of a MADS course is the equivalent of one month of a semester long course; 2 weeks is the equivalent of half a semester; and 4 weeks is the entire course.
6. There are currently 750 students in the MADS degree program.

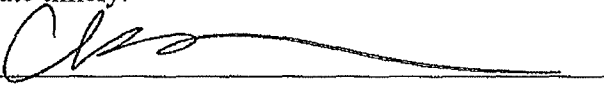
7. GSSAs/GSIs are highly utilized in the MADS degree program meeting with and supporting students. As this is an online-only degree, students need extra support for group project and course work.

8. Missed classes must be made up, and because GEO's work-stoppage comes at the end of the semester in the final semester before summer break, it is not possible to make up these classes, and may result in cancellation of the courses.

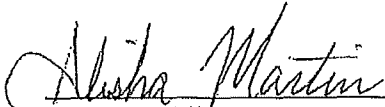
9. Because MADS courses are highly coupled with prerequisite chains, if courses are cancelled because GSSAs and GSIs do not provide the required assistance, students would be severely impacted. They will be unable to enroll in a subsequent course to complete their degree.

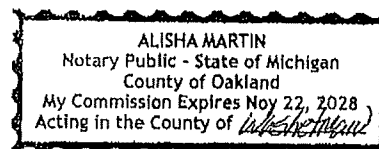
10. Many MADS students receive tuition reimbursement from their employer, who only pre-approves enrollment in the next course upon completion of a previous course. If the course is cancelled, these employers may not provide pre-approval for the subsequent course. but only upon completion of the course.

11. Many MADs students rely on the expected degree for jobs or promotional opportunities, which may be delayed and have serious financial consequences for these students who cannot complete their courses and/or graduate timely.


Cliff Lampe, Associate Dean for Academic Affairs,
Professor of Information, School of Information.

Subscribed and sworn to before me
This 22 day of March, 2023.


Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County
My Commission Expires: 2028



**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW**

THE BOARD OF REGENTS OF THE
UNIVERSITY OF MICHIGAN,

Plaintiff,

v

Case No: _____

THE GRADUATE EMPLOYEES ORGANIZATION
AMERICAN FEDERATION OF
TEACHERS LOCAL 3550,

Hon. _____

Defendant.

_____ /

AFFIDAVIT OF KATHERINE DELONG

STATE OF MICHIGAN)
)) ss
COUNTY OF WASHTENAW

NOW COMES Katherine DeLong, having been duly sworn, does hereby depose and state
as follows:

1. If sworn as a witness, I am competent to testify to the matters stated herein.
2. I am employed by the University of Michigan as an Associate Director of Academic
Human Resources. I have been the chief negotiator in bargaining with GEO since 2022.
3. The University and GEO are parties to a current collective bargaining agreement,
which has a term of April 16, 2020 – May 1, 2023.
4. In the labor contract, GEO committed to strict prohibitions against any sort of
strike, work stoppage or interference with University operations during the term of contract. These
prohibitions are contained in Article III, "No Interference."
5. Since November 2022, GEO and the University have engaged in collective bar-
gaining negotiations for a new labor contract.

6. Despite repeated objections by the University and specified demands for GEO to withdraw certain bargaining demands, since the inception of bargaining, GEO has bargained to impasse over several “non-mandatory” and/or illegal subjects of bargaining under PERA, which include the following:

- a. GEO’s “Unarmed Non-Police Response” Proposal — demanding that the University “fund an unarmed and non-police urgent response program separate from the Division of Public Safety.” Such a demand does not pertain to the wages, hours, and terms and conditions of employment of GEO members. The proposal even states that the function of this program is intended to provide services not only to University employees outside the GEO bargaining unit, but also to non-students in the Ann Arbor Community. Ex. A.
- b. GEO’s “Payment for Placement” Proposal — seeking to bargain a minimum \$20 per hour stipend for all Masters of Social Work Students performing social work placements required by their degree programs, and demands that the University contribute \$250,000 to the School of Social Work to cover program costs for Social Work students generally. Most Social Work students are not GSSAs/GSIs and, therefore, necessarily not GEO members. While some Social Work Students may be GSSAs/GSIs in GEO, the field work they are performing for their graduate degree program is professional training related to their academic requirements. Ex. B.
- c. GEO’s “Immigration Protection” Proposal — seeking to place stringent and unlawful restrictions on the University’s cooperation with federal immigration agencies attempting to investigate and enforce federal immigration laws. The proposal specifically demands that the University not comply with requests of federal

immigration authorities to inspect I-9 forms and other supportive documentation establishing a right to work in the United States, or to even enter University premises, unless 72 hours' notice is provided to an employee. This would permit any individual unlawfully working in the United States ample notice and opportunity to evade enforcement of federal immigration law. It also demands that the University pay for and provide legal representation to any employee in any federal immigration inquiry. Such representation is not limited to inquiries about an individual's ability to work in the United States, but rather to all immigration inquiries including visa status generally. Ex. C.

7. Despite GEO's unlawful bargaining posture, the University has bargained in good faith since November 2022 with the assistance of a mediator appointed by MERC.

8. Mediation efforts have not, however, been exhausted, nor has GEO filed a petition with MERC for statutory fact-finding.

9. The illegality of the strike is fully admitted in a pamphlet issued by GEO to its Union membership. Ex. D. In response to the question **"I've heard that striking is illegal. Is that true?"** GEO informs its members **"Yes. UM is a public university and it is unlawful for public sector employees to strike in Michigan. In addition, our contract has a 'no strike clause' specifying that we cannot strike."** *Id.* at p. 4.

10. Despite GEO's contractual no-strike obligation, on March 27, 2023, GEO organized, authorized, and implemented a strike against the University.

Katherine DeLong
Katherine DeLong

Subscribed and sworn to before me
This 2nd day of March, 2023.

Denise M. Trueblood
Notary Public
Washtenaw County, Michigan
Acting in Washtenaw County, MI
My Commission Expires: 12/1/29



GEO Strike FAQ

→ Sign up for a picket shift: bit.ly/GEOPicketShift ←
Join a Strike Committee: bit.ly/GEOSTrikeCommittee

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[What is the goal of the strike?](#)

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[How will striking affect my students?](#)

[What should I say to my advisor?](#)

[What if UM files an injunction to get us to return to work like they did in 2020?](#)

[What is the process by which grad workers vote to strike?](#)

[Have more questions? Email GEO leadership at \[umgeo@geo3550.org\]\(mailto:umgeo@geo3550.org\)](#)

Why are UM grad workers considering a strike?

At the bargaining table, dozens of graduate students have provided well-researched arguments for each of our proposals. Meanwhile, hundreds of graduate students have participated in several actions to communicate to the University about the necessity of these proposals, including picketing during various events, conducting a work-in protest, and speaking directly to the elected Regents. Yet, the Administration hasn't

budgeted at all. A strike is our absolute last option but one that we must consider at this time.

What is the goal of the strike?

A strike significantly interrupts undergraduate instruction, alerts the campus and local community to our struggle, and brings media attention to the University, all of which pressure the administration to make moves to settle the strike. Once we are on strike, UM leaders will be highly motivated to get us back to work. We will ask UM leaders to make us an offer that can settle the strike. Ultimately, we are striking in order to receive an offer that is acceptable to a majority of GSIs/GSSAs.

What is a strike?

A strike is a coordinated stoppage of work to make an employer meet the needs and demands of workers. During a strike, GSIs and GSSAs would cease performing their paid instructional and staff assistant labor. There are over 2,000 GSIs and GSSAs. When we stop performing our job duties, our value becomes clear to the entire community.

When would we go on strike?

This will ultimately depend on what the University offers us, and will be a collective decision by grad workers. We will discuss this at the General Membership Meeting on Monday, March 27. RSVP here: <https://bit.ly/GEOEvents>

How long will we strike for?

We hope that good preparation and a credible strike threat will push the University to make us an offer before a strike even begins. Remember, they have the money and resources to agree to our proposals and can do that at any time. In the event that we do have to strike, a strike could go on for several weeks.

What will I have to do if we strike?

If you are a GSI/GSSA: you should refrain from teaching your class and stop other GSI/GSSA-related activities.

If you are a GSRA: you will not be crossing the picket line by continuing your paid research labor. However, strikes often cause ripples and waves throughout a workplace. In the event of a strike, you and your labmates might decide that the best thing is to halt your experiments for the time being. You should feel empowered to do that – but remember, there is safety in numbers, so make sure you have conversations with your labmates as soon as possible, and ensure that any action you take is as part of a collective effort.

All grad students regardless of your employment status should participate in picket lines. Picket lines involve chanting, marching, and handing out informational literature outside of buildings.

And, if you are asked to pick up the labor of striking workers, always say no. This is called scabbing and it undermines the democratic decisions of GSIs/GSSAs to go on strike and weakens our collective power, meaning we may have to strike for longer.

Should I stop attending class or doing my research?

No. Our strike involves a coordinated work stoppage of our GSI/GSSA duties. You can continue to work towards your degree by going to class and conducting research.

At the same time, a strike is a collective action—every one of us owns it! Organizing with your coworkers always makes us more powerful. You can ask your professor to cancel class as a group, or organize a walkout of your lab. Talk to your steward if you need help thinking through options.

I've heard that striking is illegal. Is that true?

Yes. UM is a public university, and it is unlawful for public sector employees to strike in Michigan. In addition, our contract has a “no-strike clause” specifying that we cannot strike. Striking would therefore be a breach of contract and the University could legally discipline or fire us. The question is whether the University *would* retaliate against workers and the union rather than pay us a living wage. UM is highly unlikely to fire all of its GSIs and GSSAs because we are essential to the day-to-day operations of the University. They need us!

UM could take action against GEO as an organization. First, UM could stop collecting union dues from union members. Second, the University could also ask a court for an

injunction to force us back to work (see below). Finally, the University could sue GEO for damages if we violated our no-strike clause.

I'm an international student. Can I go on strike?

Yes. International students, like domestic students, have the right to join and participate in their union. Your visa requirements do not restrict your ability to participate in a strike. International students have historically been active and central in GEO since its inception including having led strikes and other collective actions that have improved all of our lives here at UM.

Will UM discipline strikers?

Tens of thousands of graduate workers have gone on strike in the U.S. in the last decade, and not one person has lost their place at the university. (UC Santa Cruz did fire some striking grad workers in 2020, largely because at that point the number of strikers was small [~50]. However, even in this case, their union fought for and ultimately won [their reinstatement](#).)

Columbia University has gone on strike five times in the last ten years. After the last strike, they won [significant pay increases](#) and improvements to their benefits. Other recent graduate worker strikes succeeded in winning the demands of grad workers at [NYU](#), [Harvard](#), the [University of Illinois](#), and the [University of Illinois at Chicago](#). We ourselves at [University of Michigan](#) went on strike and won in 2020.

We will only strike if we have the participation of hundreds of GSIs/GSSAs. Our strength in numbers is our primary protection against punishment, as it has been with every strike everywhere.

Can UM withhold my wages if I strike?

It is not typical for universities to withhold pay. This is because it is illegal to withhold pay from people who are working, and it will be very difficult for UM to determine who is striking and when they are striking. Especially in the context of a strike of hundreds or thousands, UM will probably not be able to logistically withhold pay from only striking workers, and if they withhold from workers who are not striking or who are out sick, they would be acting illegally.

In the event that UM did withhold our wages, we would still have options. First, we are raising money for a hardship fund for those who need money for essentials such as rent, bills, and food. Secondly, before agreeing to end the strike, we would insist that UM return any withheld wages just like Columbia grads did in their recent ten-week strike.

Will striking affect my student visa? Will it affect future visas?

No. Your visa is connected to your status as a student not your status as an employee. International students' visas can only be revoked if a student is dismissed from the university. Not one international graduate worker has ever had their visa taken away or restricted for participation in a university labor union. Reach out to us at umgeo@geo3550.org if the administration schedules a disciplinary hearing to punish you for your participation in the strike.

As described above, any legal action UM took would target GEO leadership rather than rank-and-file workers. And in the unlikely event that UM pursued legal action against individual GEO members—something which has never been done before at any institution and may not be legally possible—this would not amount to a criminal penalty, but to a civil one and should have no impact on your current or future immigration status (whether you are in the US currently or not). We know of no instances of an international grad worker having their visa status or job position affected by striking, or of international students being asked about union participation or striking at the border (including international students who were a prominent part of GEO's leadership during the 2020 strike and international students who were prominently featured in the media during strikes at IU and UCSC).

Employers often target immigrant workers for intimidation because of their perceived vulnerability, but the truth is that international students are crucial to the University's business model. About a third of grad students and GSIs/GSSAs at UM are international students; if UM attempted to revoke international students' visas, it would seriously damage its prospects for recruiting international grad students and undergraduates alike. This is why international students have been at the center of many grad worker strikes, from [UIC](#) to [IU](#) to GEO.

How will UM leaders respond?

Based on how administrations have reacted at other universities and how UM reacted against our 2020 strike, we can expect that UM will intimidate strikers. They will threaten our jobs, our wages, and our academic standing. You can expect to get an email from Provost McCauley or the Dean of your college telling you that you could be punished for striking. Vague threats of punishment is a typical anti-union scare tactic that we have seen before. The goal of using these tactics is to scare you and stop you from advocating for yourself and others.

Will I get fired if I strike?

UM could legally fire striking workers, but we think it is highly unlikely. There are a variety of reasons why it is unlikely to follow through:

1. Grad workers are highly specialized laborers performing work that is essential to the University's operations, so UM cannot fire all of us. Where would they find another 2,200 skilled teachers to teach?
2. UM would have to determine which workers were on strike. This is not easy to do in an institution as decentralized as UM.
3. If UM fired more vulnerable workers (like international students), then we could sue them for discrimination.
4. Firing striking workers is an escalation that would likely cause significant backlash from the UM community and beyond.

These are the major reasons why UM has never fired GSIs/GSSAs in previous GEO strikes (including the 2020 strike), and why no grad worker has lost their place at their university over the past decade of strikes. (UC Santa Cruz did fire some striking grad workers in 2020, largely because at that point the number of strikers was small [~50]. However, even in this case, fellow graduate students fought for and ultimately won [their reinstatement](#).) In addition, we would negotiate with the University for a non-retaliation agreement as part of any strike resolution. This is one reason why it is crucially important that we all stay on strike together to ensure all of our collective safety: Without enough strike power, we may not be capable of getting UM to sign a non-retaliation agreement at the end of the strike.

Will I be able to get hired in the future if I strike?

Yes. For those who came in with offer letters, your department is still obligated to hold up their end of the bargain and provide you with the previously agreed upon funding, assuming that you are in good academic standing, are on track with program milestones, or have received exceptions for those things. Moreover, before we would be willing to call an end to the strike, we would negotiate with UM for a non-retaliation agreement. Such an agreement would involve UM communicating with all departments that retaliation through refusal to hire or any other means would be unacceptable.

How will striking affect my students?

A strike will disrupt undergraduate learning in the short term, but it will enhance their educational experience in the long term. Fundamentally, our working conditions are their learning conditions. In addition, many of our proposals would directly benefit undergrads, including class size caps, accessible trans healthcare, and a better childcare subsidy. Finally, many undergrads will go on to grad school themselves, benefiting directly from the progress we make toward affordability and dignity for all grad workers.

Many undergraduates support GEO and will understand why we are striking and will demonstrate support. At the same time, many students will be confused and would prefer that we keep teaching. Preparing your students for a strike is the best way to mitigate stress for them. You can use this [slideshow](#) and [script](#) to talk to them. A strong show of support from undergraduates and their parents will help end the strike swiftly.

What should I say to my advisor?

As support for the strike grows, we encourage you to work with your department steward to inform your departments and faculty supervisors that you are preparing to strike. We encourage you to do this as a group of grad workers preparing to strike. This is much better than trying to have this conversation one-on-one.

Many departments will be supportive because the strike will ultimately help them too. We are advocating for millions of dollars to be added to fund graduate education, which will increase the money that every department receives.

However, if your advisor oversees your teaching or you have other concerns, talk to your department steward to make a plan. That plan might entail approaching that professor as a group of GSIs or it might entail having the entire department make a statement about why grad workers have decided to strike (the Psychology department has already issued such a statement). We will be providing templates for these conversations and statements soon.

What if UM files an injunction to get us to return to work like they did in 2020?

In the event of a strike, we can expect UM to file an injunction against GEO to force us back to work. The injunction will likely target GEO as an organization and its officers, not rank-and-file workers. (Although we know that a union is its membership, the law constructs the union as separate from workers.)

While UM has the right to pursue an injunction against us if we strike, it would mean that the University would rather take its workers to court than pay us a living wage. Such an aggressive attack on our union would likely result in the rest of the UM community turning against the administration. This happened in 2020, when faculty showed up in force to call on UM administrators to revoke their injunction. We ultimately came to a resolution with UM before the courts decided on the injunction.

Finally, the courts would take time to make a decision on an injunction. During this time, there would be intense pressure for the University to make a deal that would end the strike. In 2020, GEO's strike began on 9/7, UM filed an injunction on 9/14, and a judge set a hearing for 9/24. Membership voted to accept UM's offer and end the strike on 9/16.

Within these parameters, how an injunction actually plays out depends on many factors that we cannot predict. Grad workers would weigh the relevant factors and make decisions together at the time.

Anyone and everyone, sign up for picket shifts:

bit.ly/GEOPicketShift

Have more questions? Email GEO leadership at umgeo@geo3550.org