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Title: **Michigan State University and Graduate Employees Union, Michigan Federation of Teachers & School Related Personnel, American Federation of Teachers (AFT), AFL-CIO (2002)**

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ARTICLE 1

TERM OF AGREEMENT

I. This Agreement is made by and between Michigan State University and the Graduate Employees Union, MFT&SRP, AFT, AFL-CIO and shall be effective from and after May 16, 2002 until and including May 15, 2005 with respect to all provisions of this Agreement except as specifically noted.

II. In the event that a successor Agreement is not negotiated by 11:59 p.m., May 15, 2005, this Agreement shall continue in full force and effect unless thirty (30) day's written notice of termination is given by the Union.

III. IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2002.

Jessica Goodkind, President

Dr. Lou Anna K. Simon, Provost

Office of the Provost

Joshua M. Dyer, Chief Negotiator

Dr. Robert Banks, Ast. Provost and Ast. VP

Academic Human Resources

Jon Curtiss, Organizer
MFT & SRP/AFT/AFL-CIO

Samuel A. Baker, Director
Office of Employee Relations

Siddharth Ananthakrishnan
Engineering

Dr. Douglas Estry, Associate Dean
College of Natural Science

Rachel A. Barish
Special Education

Dr. Kenneth Waltzer, Director
Integrative Studies – Arts/Humanities

Shruti Tewari
English

Dr. Anthony Wojcik, Associate Dean
College of Engineering

Duncan Woodhead

History

David Carletta

History

ARTICLE 2

DEFINITIONS

- I. Academic Matter – all of the activities related to the student’s program of study and progress in that program.
- II. Day – Unless otherwise specified, the term “day” shall mean a calendar day.
- III. Employee – A member of the bargaining unit.
- IV. Employer and University – The terms “Employer” and “University” are used interchangeably.
- V. Faculty – includes tenure system ranked faculty, fixed-term ranked faculty and instructional staff.
- VI. Full Support Fellows – Fellows with a financial support package analogous to the package of a graduate assistant (stipend and benefits).
- VII. GAANN - Graduate Assistantships in Areas of National Need.

VIII. "In Good standing" – Meeting or exceeding the minimum standards officially defined in writing by the University; the relevant college, department, school and/or program; or defined by annual academic evaluation/progress reports; and guidance committee decisions.

IX. Stipend and Salary – The terms "Stipend" and "Salary" are used interchangeably.

X. Teaching Assistant – A teaching assistant (TA) is a graduate student whose assistantship appointment consists of teaching, classroom instruction, preparing handouts, monitoring examinations or performing other instructional activities, except as excluded per the Michigan Employment Relations Commission case No. R01 B-020 of May 1, 2001.

XI. Union – Graduate Employees Union/MFT&SRP/AFT/AFL-CIO.

ARTICLE 3

PURPOSE AND INTENT

I. This Agreement has as its purpose the promotion of cooperative relations between the Employer and the Graduate Employees Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment.

II. The parties recognize the interest of the Employer and job security of the employees depend upon the Employer's success in establishing a proper service to the public and especially to students of the University.

III. To these ends, the Employer and the Graduate Employees Union encourage, to the fullest degree, cooperative relations between their respective representatives at all levels and among all employees. The parties are mutually committed to promoting respect, civility and teamwork.

ARTICLE 4

RECOGNITION

Michigan State University
-and-

Graduate Employees Union/AFT

Pursuant to authority vested in the Michigan Employment Relations Commission, IT IS HEREBY CERTIFIED that

Graduate Employees Union/AFT

has been designated and selected by a majority of the employees of the above-named employer, in the unit described below, as their representative for the purposes of collective bargaining, and that pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Unit:

Included:

All graduate assistants at MSU appointed as teaching assistants, except for those teaching assistants excluded below.

Excluded:

1. All graduate assistants appointed as research assistants, as exemplified by the status quo appointment practices in use as of February 2, 2001.

2. All graduate assistants appointed as teaching assistants:
 - a. Whose responsibilities are as Assistant Hall Directors (formerly known as residence hall advisors);

 - b. Who supervise other graduate teaching assistants where the supervision involves intervention as needed and the taking of action: (a) if a recitation section or class is off-track and/or (b) when course information is not delivered to the students; and/or (c) where it involves the evaluation of the performance of a teaching assistant on behalf of the faculty member of record;

 - c. Whose responsibilities are as graders who do not have direct classroom and/or laboratory instructional responsibilities and/or personal contact in pre-scheduled and posted office hours;

 - d. Whose responsibilities are to advise or consult and who (a) do not have direct classroom and/or laboratory instructional responsibilities or (b) do not have office hours for purposes other than advising or consulting;

 - e. Whose responsibilities are to tutor and who are not employed primarily to assist students enrolled in a specific course;

 - f. Who are GAANN fellows or others on similar state or federal training grants;

 - g. Who teach courses offered by the MSU Detroit College of Law and who are paid by reimbursement funds from MSU-DCL.

3. All other employees.

ARTICLE 5

EMPLOYER RIGHTS

I. Except as specifically abridged by this Agreement, all powers, rights, and authority of the Employer are reserved by the Employer, and the Employer retains sole and exclusive control over any and all matters in the operation, management, and administration of the University, the control of its properties and the maintenance of order and efficiency of the workforce, and complete authority to exercise those rights and powers, including, by way of illustration but not by way of limitation, the exclusive right and authority:

A. to determine the type and kind of services to be rendered and the work to be performed by employees;

B. to make all financial decisions, including decisions concerning all accounting, bookkeeping, and other record-keeping methods and procedures;

C. to determine the number, location, or relocation of facilities, buildings, and rooms;

D. to determine its organizational and business structure;

E. to determine whether to transfer, contract, subcontract or discontinue work and whether to purchase services from others;

F. to determine the necessity for work by employees;

G. to discipline, suspend, or discharge employees for just cause;

H. to determine the duration of employment upon appointment. Employees should not presume they will be re-appointed beyond the term of their appointment;

I. to lay off employees from duty because of lack of work or for other business reasons;

J. to determine the amount and type of supervision;

K. to determine materials and equipment to be utilized by employees and the methods and means by which work shall be performed and services provided;

L. to have any work performed at any other location; and,

M. to determine the appointment fraction and the schedule of employees upon appointment; and to determine the schedule of employees.

II. It is further agreed, except as abridged by the specific terms of this Agreement, that the Employer retains sole and exclusive control over all matters pertaining to the selection, direction, instruction, and control of employees, including, by way of illustration but not by way of limitation, the right:

A. to hire, select, assign, reassign, reclassify, or promote employees;

B. to determine the number and qualifications of employees;

C. to adopt and enforce policies, rules and regulations, including rules and regulations covering health and safety matters on University premises, in the performance of University-related activities, and at University-sponsored activities;

D. to determine quality and equitable performance standards;

E. to determine the job content, allocation and assignment of work to employees;

F. to establish new job classifications and modify and eliminate existing classifications within the bargaining unit;

G. to determine the duration and requirements of all appointments;

H. to determine class size;

I. to determine all academic policies, procedures, rules and regulations in regard to employees' status as students, including, but not limited to, all questions of academic standing, intellectual integrity and any matter relating to academic progress in a University educational program;

J. within the academic sphere, to make academic evaluations and determinations as to the fulfillment of degree requirements, including the relationship between work performance and progress toward degree requirements;

K. to determine program or course curriculum and content and style and mode of instruction;

L. to determine, require and provide appropriate training; and,

M. to perform all other functions inherent in the administration, management, and control of the University.

III. The Employer and the Union agree that nothing contained in this description of Employer rights waives the Union's right to collectively bargain mandatory subjects of bargaining.

ARTICLE 6

UNION RIGHTS

I. Union-Employer Business

The Union's internally-designated representatives will be permitted to transact official business with appropriate representatives of the Employer at mutually agreeable times provided that they follow regular Employer procedures.

II. Union Meetings on Campus

The Union may request to schedule periodic meetings to conduct Union business on campus, subject to customary charges, if any. Requests for such space shall be processed through regular Employer procedures. Other facilities or equipment, such as computing and audiovisual, may also be available at customary charges.

III. Employee Information

Not more than thirty (30) days after the start of each semester, the Employer shall provide, at no cost to the Union, a list of all current employees in the bargaining unit. This list shall be alphabetical, and contain:

- A. Name of the employee.
- B. Employing unit.
- C. Job title.
- D. Appointment level.

- E. Appointment percentage.
- F. Rate of pay.
- G. Local address and phone number.
- H. E-mail address.

All information above will be provided as required or allowed by state or federal law. These lists will be provided by the Employer in both paper and ASCII format.

IV. Bulletin Boards

The Employer shall provide the Union with bulletin board space designated with the Union's name for its exclusive use in eleven (11) mutually agreed upon areas for the purpose of posting Union notices. Such space in each area will be large enough to hold eight (8) 8-1/2-inch by 11-inch sheets. The Union may post information and notices on any of the enumerated topics below:

1. The date, time, location and description of Union events.
2. Notices of Union elections.
3. The results of Union elections.
4. Information pertaining to changes in constitutions and by-laws of the Union or its affiliate organizations.

B. In no case will the Union post on Union bulletin boards derogatory or defamatory material about the University, its units, or any employee of the University.

In the event that a dispute arises concerning the appropriateness of material posted on a Union bulletin board, the Union will be advised by a designated Employer official of the nature of the dispute and the material will be removed until the dispute is resolved.

The Employer and the Union shall attempt to resolve any dispute arising as a result of posted material at a Special Conference no more than seven (7) days following the dispute.

V. The Employer shall provide the Union with file space for a Union Web site, along with links to the Union Web site from the Human Resources and Graduate School Web pages.

VI. The Union shall be permitted to distribute materials in University mailboxes on the basis of an employing unit's customary means and through campus and electronic mail.

VII. The Employer agrees that bargaining unit work will not be eliminated for the purpose of undermining the Union.

ARTICLE 7

ANTI-HARASSMENT

The Employer and the Graduate Employees Union recognize the moral principles involved in the areas of civil rights, fair employment practices, protection from harassment, and diversity, and reaffirm in this Agreement their commitment not to discriminate on the basis of age, color, gender, disability status, height, marital status, familial status, national origin, political persuasion, race, religion, sexual orientation, veteran status, weight or union activity or membership.

ARTICLE 8

UNION DUES AND REPRESENTATION FEES

I. The parties recognize that the proper negotiation and administration of a collective bargaining agreement and the fulfillment by the Union of its statutory duty of representation entail expenses, which are appropriately shared by all Employees who are beneficiaries of such agreements. As a condition of employment, each employee, on or before the 60th day after the effective date of this Agreement or on or

before the 60th day after employment, whichever is later, and monthly thereafter, shall tender to the Union either periodic and uniformly required membership dues or, in the alternative, representation fees.

II. Check-Off of Union Membership Dues and Representation Fees

A. During the term of this Agreement, the Employer will deduct current Union dues or representation fees from the salary of each employee who authorizes such deduction by using a mutually agreed upon deduction authorization form/membership card provided by the Union. New individual orders submitted to the Employer payroll office on or before the last calendar day of each month will be effective for deduction from the first paycheck in the next month.

B. Within fifteen (15) calendar days following the effective date of an employee's appointment or the offer of an appointment, whichever is later, the Employer will inform each new employee of obligations under this Article and will provide a deduction authorization form/membership card. The deduction authorization form/membership card will be provided to all new employees with their appointment forms, and thereafter will be available to all employees through their department, unit, and/or from the Union.

C. Following execution of the deduction authorization form/membership card, the employee will submit it to the Union, which in turn will deliver it to the Employer. The Employer will deduct Union dues and representation fees on a monthly basis.

D. The amount or rate of the deductions shall be certified to the Employer in writing by the Union's financial officer. The Employer shall implement any changes in the certified deduction amount as soon as possible, but in no case later than sixty (60) days after notification by the Union.

E. The Employer will remit all deductions to the Union on a monthly basis within twenty (20) days after the payday covering the pay period of the deduction. At the same time, the Employer will provide the Union with a list of all employees from whose pay dues or fees have been deducted. This list shall be alphabetical and contain the name of the employee, the amount deducted from each employee's pay and whether this amount represents dues or fees. This list will be provided by the Employer in a mutually agreed upon format. The Union shall provide the Employer with a Dues and Representation Fee Discrepancy Report listing under-deductions within ten (10) working days following the receipt of the sums and lists of names described above. The Employer shall review the Dues and Representation Fee Discrepancy Report and make all appropriate adjustments to payroll deductions in the subsequent payday. In cases where a deduction is made that duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the dues and fee structure of the Union, refunds to the employee shall be made by the Union.

F. When an employee who has a deduction authorization form/membership card on file with the Employer Payroll Office ceases to be in the bargaining unit, the dues deduction under this Agreement shall cease until such time as the employee resumes classification in the bargaining unit.

III. No employee shall be terminated under this Article unless:

A. The Union first has notified the employee by letter, explaining that the employee is delinquent in not tendering either Union dues or the representation fee, and specifying the current amount of such delinquency, and warning the Employee that unless such dues or representation fee are tendered within ten (10) calendar days, the delinquent employee will be reported to the Employer and shall be terminated as provided in this Article; and

B. The Union has furnished the Employer with written proof that the procedure of Section III, A, of this Article has been followed or that the Employer has been supplied with a copy of the letter sent to the employee. The Union must specify further, when notifying the Employer to terminate the employee, the following by written notice:

“The Union certifies that (Name), (Student ID Number), has failed to tender either the periodic and uniformly required Union dues or representation fee, or formally challenged the amount thereof, as required as a condition of continued employment under the Collective Bargaining Agreement. Therefore, under the terms of the Agreement, the Employer shall terminate the employee.”

IV. The Union shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE 9

EMPLOYEE RIGHTS

The following will be accorded to employees in order to contribute to a professional atmosphere in their classrooms/laboratories, employing units and the University:

- I. Library borrowing privileges shall be provided to employees for not less than 180 days, subject to library recall policies.

- II. Appropriate technology, technological support and training that are necessary for the performance of an employee's duties, as determined by the employing unit, will be provided at no cost to the employee.

- III. Employees with University parking permits shall have access to campus parking in all Faculty/Staff lots south of the Red Cedar River.

- IV. Employees shall have access, as permitted by the University parking authority, to building loading zones and, if available, handcarts for the purposes of loading and unloading materials related to the performance of employment duties.

- V. Any materials required for the performance of an employee's duties, including materials required of students in the course to which the employee is assigned, shall be provided to the employee at no cost for the semester. Employing units may give such materials permanently to the employee.

- VI. Each employing unit or department, whichever is appropriate, shall make arrangements for employees' access to their assigned buildings, including office keys. Employing units or departments that provide building keys to employees on the date of this Agreement shall continue to do so for the term of this Agreement.

- VII. Access to supplies, duplicating, collating and other office machinery (including but not limited to photocopiers, computers and computer printers) shall be available without charge to an employee at least to the extent required by his/her employment obligations, as determined by the employing unit.

- VIII. Employees will be provided access to telephones, the internet and a desk or work surface for the performance of employment duties.

- IX. An employee who teaches a discussion, lab or lecture course will be consulted by the chairperson/director or designee prior to any change in any grade that the employee has assigned.

- X. Each employing unit shall make appropriate arrangements for safe storage of final exams and grading records.

XI. Employees shall have the right to take reasoned exception to information and views offered in courses in which they are employed and to make suggestions for improvement.

XII. Policies regarding employee priority in the purchase of athletic tickets and passes shall apply to employees.

XIII. Each employing unit shall make available a convenient receptacle at a designated location for employees to receive University business correspondence and U.S. mail. Employing units that provide individual employee mail receptacles on the execution date of this Agreement shall continue to provide such individual receptacles.

ARTICLE 10

EMPLOYMENT PERIOD

The periods of employment will be:

- A. Fall Semester: August 16 to December 31
- B. Spring Semester: January 1 to May 15
- C. Summer Semester: May 16 to August 15

ARTICLE 11

APPOINTMENTS

I. Term of Appointment

A. Appointments of employees shall be for a specific period up to one year. However, nothing within the terms of this Agreement precludes the Employer from making appointments of employees for periods longer than one year. Appointments and assignments shall be at the discretion of the employing unit.

B. All newly appointed and re-appointed employees shall receive a letter of appointment that specifies the appointment title and the appointment time fraction. Such

appointment letter shall also include the effective dates, salary, teaching or work schedule and, if known, the employing unit representative to contact for information regarding the appointment and applicable benefits.

II. Employment Information

A. The Employer will make information about all available openings, qualifications, and application procedures, including application due dates, for teaching assistantships available to graduate students. (The term "available openings" does not include those set aside for recruitment purposes.) Relevant information will be available on the Graduate School web site, which shall include employing unit contact name, telephone number and e-mail addresses, or employing unit web sites that include B, 1 and 2, below. However, employing units retain the right to select teaching assistants who satisfy their own specific requirements.

B. Employing units employing or anticipating the employment of teaching assistants will maintain posted information as follows:

1. Information about procedures for applying for teaching assistantships including the name or location of an office where inquiries or applications may be made.

2. A listing of courses that typically have teaching assistants assigned or are expected to have teaching assistants assigned. This list will be updated to include other course opportunities that may become available. A separate list of Summer Semester course possibilities will be posted if applicable.

3. Employing units will allow applicants for teaching assistantships to submit in writing course placement preferences.

III. Re-Employment Notification

The Employer, through its employing units, will notify an employee of a decision to re-employ or not to re-employ as an employee:

A. By March 31 (1) for those who will be employed for the following Fall and Spring Semesters, or (2) for those who will be employed for the following Fall Semester, and

B. By December 1 for those who will be employed for the following Spring Semester.

IV. Employment Pool

An employing unit that has employment opportunities after the dates in Section III, A, and III, B, above, will maintain a pool of applicants who meet employment qualifications and who may be employed at a later date. The employing unit will, upon request, advise applicants as to whether they are in the pool.

ARTICLE 12

JOB SECURITY

I. Period of Employment and Termination

An employee shall be employed for a specific period of not less than one semester or for a special limited purpose. Employment for a "special limited purpose" is employment that covers unforeseen needs that arise during a semester that may be for less than one semester. In all cases, employment terminates at the end of the specific period as specified in the appointment letter or when the special limited purpose is completed or in any case when the employee fails to meet the following requirements at the University:

A. Fall and Spring Semesters:

1. Be in good standing according to University policy as a student in a master's degree program and registered for not fewer than six (6) credit hours each semester, respectively, or

2. Be in good standing according to University policy as a student in a doctoral degree program and registered for not fewer than three (3) credit hours each semester, respectively.

B. Summer Semester:

Be in good standing according to University policy as a student in a graduate degree program and registered for not fewer than three (3) credit hours.

II. Notwithstanding the above, employees in the last semester of their graduate degree program shall enroll for a minimum of one (1) credit hour.

III. No academic matter regarding an employee's role as a student provided for in Sections I, A, 1; I, A, 2; and I, B, of this Article shall be subject to the Grievance and Arbitration procedure.

IV. Procedure for Unsatisfactory Performance

When employment performance is unsatisfactory, the employment duties may be reduced and employment fraction and pay may be reduced correspondingly, or employment may be terminated. In cases of unsatisfactory employment performance, the matter will first be discussed with the employee prior to any action being taken. If the Employer determines 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 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 forty-eight (48) hours of the discussion. When allowed by law, a copy of this summary will be provided to the Union.

V. Discipline

The parties recognize the authority of the Employer to suspend, discharge, or take other appropriate disciplinary action against employees for just cause. Discharge may result from an accumulation of minor infractions as well as for a single serious infraction. If any discipline is taken against an employee, the employee will receive a copy of the disciplinary action. An employee may appeal a suspension or discharge beginning at Step Two of the Grievance Procedure. An employee shall be entitled to the presence of a Union Representative at an investigatory interview if he/she has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her and

requests one. Whenever it is appropriate, the Employer shall give the employee advance notice of its intent to hold an investigatory interview.

VI. Appeals

If a determination results in a termination or a reduction in fraction of employment and pay during the term of employment, a grievance may be submitted beginning at Step

Two of the Grievance Procedure, provided the grievance is submitted in writing within the fifteen (15) calendar day period following notice of the termination or reduction. In the event of an arbitration, if the Arbitrator does not find for the Employer, the Arbitrator

may only make a finding of fact and award pay but not reinstatement. Such pay shall not exceed an amount that the employee would have earned from the date of termination to the end of the term of employment.

ARTICLE 13

WORKLOAD

I. Employee appointments shall average ten (10) hours (1/4 time), twenty (20) hours (1/2 time) or thirty (30) hours (3/4 time) per week over the length of a semester appointment. The specific number of hours in any week may vary from the average according to the needs of the employing unit. However, over the course of the semester appointment, the average number of hours worked per week shall not unreasonably exceed the above.

II. Supervisors shall discuss the scope and pattern of duties with the employees at the outset of the appointment and as questions arise during the appointment. Should supervisors become aware of potential workload fluctuations of a substantial nature, they will notify affected employees as soon as practicable.

III. If, during the course of an appointment, it is determined that an employee is expected to work more than the average specified in Paragraph I., above, the employing unit will increase the appointment or reduce the workload appropriately.

IV. Employees appointed for a special limited purpose may be appointed at a level less than ten (10) hours (1/4 time).

ARTICLE 14

STANDARD PERFORMANCE REQUIREMENTS

I. In the performance of their duties, all employees will conduct themselves in a manner that is professional, courteous and conducive to a professional atmosphere in their class/laboratory, employing unit and the University.

II. Employee Responsibilities

A. Employees are responsible for following University policies and procedures regarding instruction.

B. Employees are responsible for carrying out their duties under the direction, and according to the requirements, of assigned faculty of record or supervisors.

C. Employees shall be responsible, under faculty of record or supervisor direction, for maintaining the integrity of scholarship, grades and professional standards in instruction.

D. Employees who are assigned responsibility for determining course/laboratory content will ensure that such content is consistent with course descriptions approved by the Academic Council.

E. Where applicable, employees are responsible for clearly stating course objectives, methods of determining final course grades and any special attendance requirements that differ from the unit's attendance requirements at the beginning of the semester, and for specifying the above in course syllabi.

F. Assignments and examinations are expected to be returned to students with reasonable promptness. Final exams and grading records shall be retained for at least one semester to permit review by students.

G. Employees are expected to meet their classes at the regularly scheduled times and to notify the supervising faculty or employing unit in advance if they are to be absent. Employees are encouraged to assist the employing unit in finding appropriate coverage for the missed classes.

H. Employees are expected to schedule and keep a reasonable number of office hours or to make appointments available for individual student or small group conferences. These times should be convenient for both students and employees. Employees shall make reasonable efforts to respond to work-related e-mail communications.

I. Grades shall be assigned based on the methods described in the course syllabus and turned in to meet employing unit deadlines.

III. Unit Policies

A. An employing unit shall communicate to employees any new policies or changes in policy, the standards of employee conduct, and the penalties, if any, for violating such policies.

B. Every employing unit shall provide to the Union or an employee in the unit, upon request, a copy of its policies at no cost.

ARTICLE 15

TRAINING AND PROFESSIONAL DEVELOPMENT

I. The Employer is responsible for establishing orientation and in-service training programs for all employees. Such programs shall, at a minimum, provide training in the teaching of subject matter, an introduction to course goals, grading criteria and practices, and classroom procedures, as well as periodic classroom visitations. Employees shall, as part of their regular duties, participate in such programs.

II. While such programs are important for all employees, attendance will not be required for any employee who is determined by the employing unit already to have the skills and experience equivalent to those provided in the program.

III. Employing units shall consider employee input and participation in developing training programs. Employing units will consider, when reasonable, employee requests for additional training.

IV. To gain feedback and increase employees' effectiveness, employing units will be encouraged to provide avenues for professional development. Such avenues may include mentorship in pedagogy and class observation by faculty and/or peers.

V. If required training occurs during the defined work period of an employee's employment, then time spent in training will be included as part of the hourly total in the employee's workload. If required training occurs before the defined work period of an employee's employment, the employee will be compensated in salary at the hourly equivalent of the employee's rate. Given a timely request by the employee, the Employer will provide housing, if available, at the customary rates, to be paid by the employee for employees who attend training prior to the first day of class.

ARTICLE 16

TEACHING ASSISTANT EVALUATION

I. Where applicable, employees shall use instructional rating reports in each course that they teach. These reports shall be submitted to the employing unit. Wherever possible, instructional rating reports shall not be the sole means for evaluating an employee's performance.

II. The faculty supervisor of each course staffed by an employee shall submit each semester to the unit administrator a formal written evaluation of each supervised employee. After notifying the employee, selected members of the employing unit may visit and observe the employee teaching in the instructional setting. Information from these visits and observations shall be used in the evaluation.

III. Student evaluation of employees (or summaries thereof), formal written evaluations, and any supplementary information shall be placed in the employee's personnel record for use by the employing

unit and the employee in accordance with Section V. This material shall remain on active file until the employee's teaching role ends after which a copy of the record shall be provided to the employee upon written request.

IV. Employees shall have the opportunity to comment in writing upon the ratings received and such comments shall be placed in the employee's personnel record.

V. Evaluation material described in Sections I, II, and III, may be used in overall evaluations.

ARTICLE 17

ADDITIONAL EMPLOYMENT

I. An employee whose primary employment is with Michigan State University may appropriately maintain additional employment either within or outside of MSU.

II. Such employees will ensure that additional employment does not interfere with their employment responsibilities at MSU.

ARTICLE 18

EMPLOYEE LEAVE TIME

I. Illness, Injury and Pregnancy Leave

A. In the event an employee is unable to meet employment obligations because of illness, injury or pregnancy, the employee will, when possible, notify the appropriate immediate supervisor (or employing unit designee) as promptly as possible so that arrangements for the absence can be made by the employing unit.

B. During illness, injury or pregnancy, the employing unit shall adjust (reduce, waive or reschedule) the employee's duties as those duties and his/her physical circumstances reasonably dictate. If total absence from duties becomes necessary and the employee is still enrolled, the employing unit shall maintain the stipend of the appointment provided for a period of two (2) months or to the end of the appointment period, whichever occurs first. Additional unpaid leave may be arranged on an ad hoc basis.

C. The employee shall have the right to return to employment, within the dates of the current appointment, at such time as he/she is able to resume duties.

II. Bereavement Leave

Employees will receive up to three (3) days of bereavement leave with pay following the death of an immediate family member. Additional time may be granted.

III. Adoption and Parental Leave

An employee who adopts a child shall be entitled to adoption leave of up to two (2) months without pay to commence on or before the date of adoption as determined by the employee. An employee who becomes a father by birth shall be entitled to parental leave of up to two (2) months without pay to commence on or before the date of birth as determined by the employee. Additional unpaid leave may be arranged on an ad hoc basis.

IV. Jury Duty

Should jury duty or subpoenaed court testimony result in a loss of pay for an employee, he/she will be compensated for the difference between pay for the jury duty and his/her salary rate. An employee is expected to report to work when temporarily excused from attendance in court.

ARTICLE 19

STIPENDS

I. By the execution date of this Agreement, all employees shall be paid a minimum monthly stipend for each particular appointment status and for the duration of that employment period as prescribed below.

II. Levels in all units are determined as follows:

A. Level 1: Employees with less than one year of experience as a graduate assistant or full support fellow.

B. Level 2: Employees with a master's degree or equivalent and/or two semesters' experience as a graduate assistant or full-support fellow in the employing unit.

C. Level 3: Employees with a master's degree or equivalent and at least four semesters' experience as a graduate assistant (or equivalent experience at the faculty level) in the employing unit or in a department considered relevant by the chairperson of the employing unit.

D. Employees will be compensated for employment at the highest level for which they are eligible. Changes in levels will be instituted for the semester of employment following attainment of the qualifications for the new level.

III. Stipend increases from Level 1 to Level 2 and from Level 2 to Level 3 shall continue according to current practice.

IV. Annual Raise

Employing units shall increase stipends each year of the Agreement as defined below. Employees hired during the Agreement period shall be paid at appointment level rates consistent with continuing employees in the same employing unit.

V. Minimum Stipend Rates

The minimum stipend rates for each employing unit's rate schedule shall be increased annually as follows:

- A. Effective August 16, 2001, a three and one-half (3 ½) percent increase to the minimum stipend levels.
- B. Effective August 16, 2002, a two (2) percent increase in the minimum stipend levels.
- C. Effective August 16, 2003, a two (2) percent increase in the minimum stipend levels.
- D. Effective August 16, 2004, a three (3) percent increase in the minimum stipend levels.

For the schedule of minimum stipends, please refer to Appendix A.

VI. When employed within the same employing unit, employees shall not be paid stipends less than they received in any prior year.

ARTICLE 20

TUITION WAIVER

I. Tuition Waiver

A tuition waiver shall be provided during the period of employment. The tuition waiver shall be in the amount of nine (9) credits for Fall Semester, nine (9) credits for Spring Semester, and four (4) credits for Summer Semester.

II. Exemption from Out-of-state Tuition

All employees will be assessed tuition at in-state rates. This exemption also applies to Summer Semesters preceding and/or following a full academic year's appointment.

III. Fees

The Employer agrees to waive Matriculation Fees, Information Technology Fees and any other University fees equally applicable to employees (fees that appear on the tuition bill), with the exception of taxes instituted by a vote of the student body.

ARTICLE 21

BENEFITS

I. Health Insurance

A. Health Insurance shall continue at the current level of benefits, with the following changes to be effective August 15, 2002:

1. Employees may be seen by any physician at Olin Health Center by appointment.
2. The per-illness or per-injury cap shall be \$250,000.

3. Coverage for Medical Charges shall be 95% for Preferred Care Providers and 80% for Non-preferred Care Providers.

4. Covered Preventative Services shall include one annual gynecological exam (including laboratory costs) and mammography when recommended, with no age limit. One of the three physician office visits subsidized by MSU may be a general physical exam.

5. The annual cap on prescription drug coverage shall increase to \$5,000.

6. The annual deductible shall be \$50 for an individual and \$100 for a family.

7. The out-of-pocket maximum shall be \$900 for Preferred Care Providers and \$2,300 for Non-preferred Care Providers.

B. Prescription Co-Pays shall remain at \$7.50 for generic drugs and \$15 for brand-name drugs.

C. Spouse/Dependent Health Coverage

The Health Care plan offered through Chickering shall include an MSU premium contribution toward health care coverage for spouses/dependents beginning August 15, 2002 and increasing August 15, 2003, as outlined below.

1. Academic year 2002/2003:

For employees with spouse (not covered by his/her employer's health plan*) or child, MSU will contribute a total of \$500 toward the cost of covering spouse or child, or a total of \$650 toward the cost of covering a spouse and dependent(s), or multiple dependents, up to a maximum of 70% of the total premium cost.

2. Academic year 2003/2004 and 2004/2005:

For employees with spouse (not covered by his/her employer's health plan*) or child, MSU will contribute a total of \$1,000 toward the cost of covering spouse or child, or a total of \$1,300 toward the cost of covering a spouse and dependent(s), or multiple dependents, up to a maximum of 70% of the total premium cost.

* Spouses employed by an employer (other than MSU) must enroll for their employer's health plan if the annual premium cost to the spouse is \$600 or less.

D. Summer Coverage

Employees employed in any consecutive Fall and Spring Semester shall be covered as employees for the remainder of the full enrollment year.

E. Health Issues Separate from Academic/Employment

Except for outstanding health care payments owed the Employer, no disputes with an insurance carrier will be cause for registration holds, library holds, disenrollment or any other action that interferes with an Employee's academic or employment status.

II. Same-Sex Domestic Partner Benefits

Employees' same-sex domestic partners who meet the criteria specified in the University Board of Trustees resolution of September 12, 1997, and their dependents, will be eligible for any benefits provided to employees' spouses and dependents.

PERSONNEL RECORDS

I. The Employer will maintain a personnel record for each employee. Only documents that pertain to employment and/or job performance will be included in an employee's personnel record.

II. An employee, upon written request, will have the right up to three (3) times annually to review her/his personnel record at a reasonable time and place as scheduled by the employing unit.

III. An employee shall have the right to receive a copy of part or all of her/his personnel record. The employee will be assessed the cost of duplicating the information.

IV. An employee shall have the right to place a written response to any evaluation contained in her/his personnel record.

ARTICLE 23

HEALTH AND SAFETY

Adequate first aid equipment shall be provided at appropriate locations. The Employer shall furnish and maintain such equipment as is necessary for the safe completion of employee duties. In the event that job duties require eye protection for the employee(s), the Employer shall furnish appropriate equipment for this purpose. In the event that job duties require the use of respiratory equipment by the employee(s), the Employer shall furnish appropriate equipment for this purpose.

ARTICLE 24

NO INTERFERENCE

I. 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 Employer, such as the failure to report for duty, the unexcused absence from work, the stoppage of work, or the failure, in whole or in part, to fully, faithfully and properly perform the duties of employment.

II. If the Union, through its officials, disavows in writing any such action, the Employer agrees that it will not file or initiate any action for damages against the Union or its officials.

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

ARTICLE 25

SPECIAL CONFERENCES

I. Arrangement

Special Conferences on issues of mutual interest to employees and the Employer may be arranged between the Union designee and the designee of the Employer. Such conferences shall not be used as a replacement for, or circumvention of, the Grievance Procedure.

II. Scheduling

Arrangements for such conferences shall be made in advance by the submission of a written agenda identifying matters to be discussed. The meeting shall be scheduled within fourteen (14) days of the submission of a written agenda unless both parties agree to delay the meeting.

III. Such conferences shall be between up to a maximum of five (5) representatives of each party. More may attend by mutual agreement of the parties.

IV. It is understood that any matter discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of this Agreement, or the rights of either the Employer or the Union under the terms of the Agreement.

ARTICLE 26

GRIEVANCE PROCEDURE

I. Definition and Procedure

A. A grievance is defined as, and limited to, a written complaint involving an alleged violation of a specific provision(s) of the Agreement and remedy sought. Grievances may be filed by either an employee(s) or the Union. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the grievance(s).

B. Only one (1) issue shall be the subject of any one (1) grievance. If there is a disagreement on whether the grievance involves more than one (1) issue, the parties will attempt to resolve the dispute. If the dispute is not resolved, expedited arbitration will be invoked. A grievance shall contain a clear and concise statement of the grievance and indicate the issue involved, the relief sought, the date the alleged incident(s) or violation(s) which is/are the basis for the grievance took place and the specific section or sections of the

Agreement involved. The grievance must be signed and dated by the employee(s) or Union representative, if any. Except as otherwise provided for in this Agreement, the grievance shall be presented at Step One to the employing unit designee. Any ambiguity in written grievances shall be clarified at the first grievance meeting.

C. An employee(s) may choose to have a Union representative represent him/her at any step of the Grievance Procedure. If an employee(s) brings a written grievance to the employing unit's attention without first having notified the Union, the employing unit to which such grievance is brought shall promptly notify the Union and no further discussion shall be had on the matter until a Union representative has been given an opportunity to be present.

D. Individual employees or groups of employees shall have the right to present grievances through Step Two of the Grievance Procedure, provided that a Union representative has been afforded the opportunity to be present at any discussions, and that any settlement reached is not inconsistent with the provisions of this Agreement.

E. If the grievance is filed with Union representation, the Employer will provide copies of written decisions to the employee and the Union. If the grievance is filed without Union representation, the employee will be given an opportunity either to release written decisions to the Union or to assert the confidentiality of the decision under the Family Educational Rights and Privacy Act ("FERPA").

F. Step One of the Grievance Procedure may be waived by mutual written agreement. In addition, where the same employing unit representative hears more than one (1) step of a grievance, those steps shall be consolidated.

G. If the Employer requests that an aggrieved employee be present in any step of the Grievance Procedure, he/she will be required to do so, except in extenuating circumstances.

II. Grievance Steps

The following procedure shall be the sole and exclusive means for resolving grievances.

A. Informal Step

An employee or one designated member of a group of employees, having a complaint as defined in Section I A, may take the complaint up with the immediate supervisor or designee. If the complaint is not resolved a grievance may be filed at Step One. At the employee's option, a Union representative may be present during any discussion with the supervisor or designee in an effort to resolve the complaint.

B. Step One

Except as otherwise provided below, all grievances must be presented promptly but no later than thirty (30) days from the date the grievant first became aware of, or should have become aware of with the exercise of reasonable diligence, the cause of such grievance. Grievances filed over hours of work disputes must be presented no later than thirty (30) days following the end of the semester in which the alleged violation occurred. The employing unit designee will meet the employee(s) and his/her representative, if any, within fifteen (15) days from receipt of the grievance and attempt to resolve the grievance. A written answer will be placed on the grievance by the employing unit designee not later than fifteen (15) days after the meeting.

C. Step Two

1. If the answer at Step One is unacceptable, to be considered further, the grievance must be appealed by the Union to the Provost or her/his designee within fifteen (15) days from receipt of the Step One answer. The Provost or her/his designee will meet with the employee(s) and his/her Union representative, if any, within fifteen (15) days from receipt of the appeal of Step One.

2. Following the meeting, the written answer of the Provost or her/his designee will be placed on the grievance not later than fifteen (15) days after the meeting.

D. Step Three

1. Grievances which have not been settled at Step Two of the grievance procedure may be appealed to arbitration within thirty (30) days from the date of the Step Two answer. If a grievance is not appealed to arbitration within thirty (30) days of the Step Two answer, it shall be considered settled on the basis of the Step Two answer without prejudice or precedent in the resolution of future grievances. The issue as stated in the grievance and any amendments made thereon, in writing, at the Step Two grievance meeting shall constitute the sole and entire subject matter to be heard by the Arbitrator, unless the parties agree to modify the scope of the hearing.

2. Following the written notice, the Employer and the Union shall attempt to select an arbitrator. If an arbitrator is not selected within five (5) days of the written notice, the Union, within the next ten (10) days, may request the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA) to administer the process of selecting an arbitrator. The arbitrator shall not be an employee of the University or of the Union, nor be a member or employee of the Michigan Federation of Teachers and School Related Personnel or of the American Federation of Teachers.

(a) Either the Employer 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 answer at Step Two, the notice of intent to

arbitrate and a copy of the Agreement. A copy of the communication, without a copy of the Agreement, shall be sent to the other party. If the Arbitrator does not accept selection, the selection process shall be repeated until an arbitrator has accepted selection.

(b) The Arbitrator shall fix the time and place for hearing the issue or issues submitted for decision.

(c) At the arbitration hearing, both the Employer and the Union shall have the right to examine and cross-examine witnesses.

(d) Upon request of either the Employer or the Union or both, a transcript of the hearing shall be made and furnished to the Arbitrator with the Employer and the Union having an opportunity to purchase their own copy. The party requesting the transcript shall bear the cost of the Arbitrator's copy, unless it is mutually requested. In such case, the cost shall be shared equally.

(e) At the close of the hearing, the Arbitrator shall afford the Employer and the Union a reasonable time period to submit post-hearing briefs if either party requests the opportunity.

(f) The jurisdictional authority of the Arbitrator is defined as, and limited to, the determination of the grievance submitted to him/her consistent with this Agreement after consideration by him/her in accordance with this Agreement.

(g) The Arbitrator shall have no authority to add to, subtract from, or otherwise modify any of the terms, clauses or provisions of this Agreement. The Arbitrator shall not substitute her/his judgment for that of the Employer where the Employer's judgment and actions are based upon reasonable cause and do not violate the written provisions of this Agreement. The Arbitrator shall have no authority in any circumstance to award back pay or any other monetary relief, which is greater than the grievant would have been entitled to if there had been no violation. The Arbitrator shall have no authority in academic matters regarding the grievant's role as a student.

(h) The fees and expenses of the Arbitrator shall be shared equally between the Employer and the Union. The expenses of, and the compensation for, each and every witness/representative for either the Employer or the Union shall be paid by the party producing the witness/representative or on whose behalf he/she appears.

(i) The Arbitrator shall render the decision in writing within thirty (30) calendar days following the hearing or the receipt of post-hearing briefs, whichever is later.

(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 Employer, the Union, and the employee or employees involved.

(k) The provisions of this Section do not prohibit the Employer and the Union from mutually agreeing to expedited arbitration of a given grievance or grievances.

III. Time Limits on Appeal

A. If the Employer fails to answer a grievance within the specified time limits, the grievance may be processed to the next step of the grievance procedure. If such grievance is not appealed within specified time limits, it shall be considered withdrawn.

B. Any grievance not appealed within specified time limits shall be considered settled on the basis of the last answer and not subject to further review.

C. A grievance may be withdrawn and, if so withdrawn, may not be reinstated, and no financial liabilities shall result.

D. Where more than one grievance involves a similar issue, the additional grievances, by mutual agreement, may be held in abeyance without prejudice pending the disposition of an appeal to Step Three or arbitration of the representative grievance.

E. The specified time limits at each step of the procedure may be extended by mutual written agreement of the parties involved at that step.

F. Whenever time limits are used in this Article, they shall be understood to mean calendar days. The time limits shall be tolled during Winter break, Spring break, final exam weeks and University designated holidays. (This provision shall apply only to the Grievance Procedure.)

IV. Post-Grievance Employer-Employee Relationship

When the Employer schedules a meeting in accordance with the provisions of this Article, attendance at such a meeting by the employee and/or Union Representative shall not adversely affect their employment relationship.

ARTICLE 27

INFORMATION

- I. Upon written request from the Union, the Employer will provide the Union with any and all information required or allowed by state or federal law.

- II. The cost of providing and reproducing such information shall be discussed and agreed upon by the parties.

ARTICLE 28

PRINTING AND DISTRIBUTION OF THE COLLECTIVE BARGAINING AGREEMENT

- I. The Employer and the Union shall each, in alternate contract cycles, assume the full cost of printing the Collective Bargaining Agreement (Agreement).

- II. Any material placed into the Agreement that is not proofed and initialed by the Employer and the Union shall not be considered a valid part of the Agreement. The number of copies will be mutually determined.

- III. The Employer agrees to deliver Agreements to employing units in sufficient numbers for distribution to employees and supervisors within 45 days of receipt of the Agreements from the printer or Union. Copies of the Agreement will be made available to new employees. The Employer will not be held accountable if employees do not receive Agreements.

ARTICLE 29

SCOPE OF THE AGREEMENT

I. This Agreement represents the entire agreement between the Employer and the Union. This Agreement shall supercede and cancel all previous agreements, whether written or oral, prior to the date of ratification either established by the Employer or between the Employer, the Union or employees. Any agreement(s) that supplement this Agreement shall not be binding or effective unless reduced to writing and signed by the Employer and the Union. Such supplement(s) shall remain in effect for the term of the Agreement.

II. No past practice, course of conduct, or understanding prior to the date of ratification which varies, waives, or modifies any of the express terms and conditions contained herein shall be binding upon the parties hereto unless made and executed in writing by the Employer and the Union.

III. The Employer 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. No provision of this Agreement, or any supplement thereto, nor the right of either the Employer or the Union under the terms of the Agreement shall be changed or altered in any way unless such change or alteration is agreed to in writing between the Employer and the Union. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily waives the right, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement.

IV. Any agreement reached between the Employer and the Union is binding upon all employees in the bargaining unit, the Employer and the Union, and may not be changed by any individual or group of employees, or the Employer or the Union.

V. Should any part or provision of this Agreement be rendered or declared illegal or invalid by operation of law or by decision of any tribunal of competent jurisdiction or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remaining part(s) or provision(s) of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

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APPENDIX A

Schedule of Minimum Monthly Stipends

	2000- 2001	2001- 2002	2002- 2003	2003- 2004	2004- 2005
Level 1, ¼ time	533	552	563	574	591
Level 1, ½ time	1066	1103	1125	1148	1182
Level 1, ¾ time	1599	1655	1688	1722	1774
Level 2, ¼ time	587	608	620	632	651
Level 2, ½ time	1174	1215	1239	1264	1302
Level 2, ¾ time	1761	1823	1859	1896	1953
Level 3, ¼ time	614	635	648	661	681
Level 3, ½ time	1228	1271	1296	1322	1362
Level 3, ¾ time	1842	1906	1944	1983	2042

APPENDIX B

MEMORANDA OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING

Between

Michigan State University

and

The Graduate Employees Union/MFT&SRP/AFT

In the event that an employee files a grievance without Union representation, the employee will be given an opportunity at the conclusion of the grievance process either to release the grievance decision to the Union or to assert the confidentiality of the decision under the Family Educational Rights & Privacy Act ("FERPA"). If the employee asserts his/her FERPA rights and refuses to provide a copy of the decision to the Union, the Union will receive written notification of that fact from the Employer.

The Union reserves the right to challenge the applicability of FERPA to grievance decisions in a federal court of competent jurisdiction. The Employer and the Union agree that any final decision by such a court that grievance decisions are not subject to the confidentiality protections of FERPA will render this Memorandum of Understanding void and without effect.

For the Employer

For the Union

Samuel A. Baker
Director, Employee Relations

Joshua M. Dyer
Chief Negotiator

Date _____

Date _____

MEMORANDUM OF UNDERSTANDING

Between

Michigan State University

and

The Graduate Employees Union/MFT&SRP/AFT

For the term of this Agreement, which is May 16, 2002 through May 15, 2005, the twenty-five dollar (\$25.00) per semester registration fee for international students will not be increased.

For the Employer

For the Union

Samuel A. Baker
Director, Employee Relations

Joshua M. Dyer
Chief Negotiator

Date _____

Date _____