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### BLS Contract Collection

Title: **Michigan State University and Graduate Employees Union, Michigan Chapter, American Federation of Teachers (AFT), AFL-CIO, Local 6196 (2005)**

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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 Local 6196, AFT-Michigan, and shall be effective from and after May 16, 2005 until and including May 15, 2008 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, 2008, this Agreement shall continue in full force and effect unless thirty (30) days' written notice of termination is given by the Union.

III. IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
Deborah Wilson, President Dr. John Hudzik, Interim Provost  
Sociology Office of the Provost

\_\_\_\_\_  
Jennifer Nichols, Co-Chief Negotiator Dr. Fred Poston, Vice President  
English Finance, Operations and Treasurer

\_\_\_\_\_  
Brian Thomas, Co-Chief Negotiator Dr. Robert Banks, Ast. Provost and  
Ast. VP  
Sociology Academic Human Resources

\_\_\_\_\_  
Kelly Battles Pamela S. Beemer, Ast. Vice President  
English Human Resources

\_\_\_\_\_  
D. Matthew Boyer Scott Sowulewski, Director  
Counseling, Educational Psychology Office of Employee Relations  
and Special Education

2

\_\_\_\_\_  
Mazen Haydar Dr. Robert Caldwell, Asc. Chairperson

Civil and Environmental Engineering Psychology

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Jeffrey Henquinet Dr. David Campbell, Associate Dean  
Fisheries and Wildlife College of Social Science

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Jeanine Mazak Dr. Douglas Estray, Associate Dean  
History College of Natural Science

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Karen Meagher Dr. Patricia Paulsell, Associate Dean  
Philosophy College of Arts and Letters

---

Jacquelyn Lloyd, Representative Gail Nutter, Assistant Dean  
Graduate Employees Union College of Education

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Johnny Mickles, III, Field Representative Thomas C. Hanna, Associate  
Director  
AFT-Michigan/AFT/AFL-CIO H.R. Strategy and Metrics

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James D. Nash, Associate Director  
Office of Employee Relations

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Renee Rivard, Director  
MSU Benefits

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Nicholas Smith, H.R. Analyst  
H.R. Strategy and Metrics

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3

## ARTICLE 2

### DEFINITIONS

- I. Academic Matter – all of the activities related to the student’s program of study and progress in that program which specifically refer to the role as a student.
- 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 Local 6196/AFT-Michigan/AFT/AFL-CIO.

4

### **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.

5

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 offtrack 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.

6

## 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.

7

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.

8

## 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

### A. Current Bargaining Unit List

Not more than fourteen (14) days after the start of each employment period, 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:

1. Name of the employee.
2. Employing unit.
3. Enrolled unit.
4. Job title.
5. Appointment level.
6. Appointment percentage.
7. Rate of pay.
8. Local address and phone number.
9. Permanent address and phone number.
10. E-mail address.
- 9
11. MSU-NET ID
12. Numbers of semesters as a graduate assistant.

All information above will be provided as required or allowed by state or federal law.

These lists will be provided by the Employer in an electronic format.

### B. Current Bargaining Unit List Update

On the fourth day of every month following the release of information stipulated in Article 6, section III, subsection A, the Employer shall provide, at no cost to the Union, an updated list of all current employees in the bargaining unit. This list shall

contain all elements of information as stipulated in Article 6, Section III, subsection

A.

#### IV. Bulletin Boards

A. 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.

C. 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.

D. 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 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**

I. 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.

II. The Employer and employees recognize their shared responsibility to provide a safe

working environment, including one conducive to teaching and learning.

See also

Memorandum of Understanding in contract Appendix.B.

## **ARTICLE 8**

### **UNION DUES AND REPRESENTATION FEES**

#### **I. GENERAL TERMS**

A. 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 the beneficiaries of

such Agreements. As a condition of employment, each employee, on or before the 60<sup>th</sup> day

after the effective date of this Agreement and, thereafter, on or before the 30<sup>th</sup> day after the

start of 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 as certified by the Graduate Employees Union.

B. 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 payroll deduction authorization form/membership card provided by the Union. New individual orders submitted to the Employer's payroll office on or before the last calendar day for each month will be effective for deductions from the first paycheck in the following month.

11

C. The Employer (appointing unit) shall within fifteen (15) calendar days following the offer of an appointment, or the start of the employment period, whichever is later, inform each new employee of his/her obligations under this article and will provide a payroll deduction authorization form/membership card. Such payroll deduction authorization form/membership card shall be provided to the Employer by the Union. The payroll 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.

D. The Employer will deduct Union dues or representation fees on a monthly basis.

E. 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.

F. The Employer will remit all deductions to the Union for each month that dues or fees were deducted 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 MSU-Net ID of the employee, the amount deducted from each employee's pay and whether this amount represents dues or fees unless doing so violates law, in which case information shall be anonymous. This list will be provided by the Employer in a mutually agreed 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 the 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.

G. Dues and fees shall be calculated over the entire employment period.

H. When an employee who has a payroll deduction authorization form/membership card on file with the Employer Payroll Office, or for whom automatic deduction has been authorized under Section III, ceases to be in the bargaining unit, the dues and fees deduction under this Agreement shall cease unless the employee resumes employment in the bargaining unit.

I. 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.

12

J. If an employee has tendered directly to the Union his/her membership dues or the

representation fee, or has a written authorization in effect requiring the deduction of dues or representation fees, the employee shall not under any circumstance risk the loss of job because of a lack of good standing in the Union. The Union cannot cause the discharge of an employee who has resigned from or has been expelled by the Union for any reason other than his/her failure to tender the dues or representation fees to the Union.

## II. UNION MEMBERSHIP DUES

If the employee desires to join the GEU, the employee shall complete the payroll deduction authorization/membership card and submit it to the Union office.

## III. REPRESENTATION FEES

A. If the employee does not desire to join the GEU, the employee shall complete the payroll deduction authorization/membership card for representation fees and submit it to the Union office.

B. As a condition of employment, an employee(s) represented by the Union who does not make application for membership in accordance with section II shall tender to the Union a representation fee in the amount as certified by the Graduate Employees Union. This amount shall not exceed the membership dues of the Union.

C. The Union shall make reasonable efforts to provide written notice to all non-members of the amount of the representation fee, an explanation of the basis for the fee, and certification that said fee includes only those amounts legally assessed by the Union.

D. In the event the non-member does not complete a payroll deduction authorization form/membership card, or does not tender representation fees within thirty (30) calendar days from the start of the employment period:

1. The Union shall notify the employee by certified mail explaining that the employee is delinquent in tendering representation fees.
2. This notice will:
  - State the amount of the delinquency;

- Warn the employee that he/she has 10 days to either pay the delinquent fees in full or agree on terms with the Union;
- State that if the employee fails to respond to such notice within ten (10) days, the Union shall request that the Office of Employee Relations authorize deduction of representation fees as provided in this Agreement.

13

E. If the representation fees are not paid, or arrangements for payment have not been made with the Union, the Union shall provide a copy of the letter sent to the employee and the following notice to the office of employee relations at the end of the ten (10) day period.

The Union certifies that \_\_\_name (s)\_\_\_has/have failed to tender the periodic and uniformly required Union representation fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that the Office of Employee Relations authorize payroll deduction of such representation fees in accordance with the terms of this Agreement.

The Office of Employee Relations shall notify the payroll office and the Union within ten (10) working days that the Union is authorized to receive the delinquent representation fees from the employee through mandatory payroll deductions effective with the next payroll cycle. The Union shall notify payroll of the name (s) of the employee(s), and months for which representation fees are owed. The employer, upon proper written notice from the Union, will deduct the representation fee from the employee's wages and remit same to the Union pursuant to the conditions as specified in section D.

F. Should the provision for payroll deduction of the representation fee in paragraphs D. and E. above be found contrary to law, the parties agree to reinstate procedures for termination of employment for failure to pay Union representation fees (as outlined in the 2002-2005

agreement [article 8, section III]).

## 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.

14

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. The location and rules of access to these storage facilities will be communicated by the employing unit to all employees.

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.  
15

## **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.

16

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 reemploy or not to re-employ as an employee:

A. By March 31 (1) for those who will be employed for the following Summer Semester, or (2) for those who will be employed for the following Fall and Spring Semesters, or (3) 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.

C. The reappointment letter shall not contain any language that attaches the offer of employment to funding or budget contingencies.

### 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.

17

## 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

18

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.

19

III. Michigan State University designated holidays are as follows:

New Years (2 days) Labor Day

Memorial Day Thanksgiving (2 days)

Independence Day Christmas (2 days)

IV. 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.

V. 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.

20

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.

VI. Upon request, but not more than twice a semester, unless mutually agreed, the Employer agrees to meet with representatives of the Union to receive input, comment and suggestions relating to the need for specific training programs, the content of programs offered or programs to be considered for development. In such meetings the Employer agrees to arrange for participation of members of the University Community with appropriate expertise.

## **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. Additionally, upon employee request in writing, the Employer may observe, when appropriate, the employee teaching in the instructional setting. Information from these visits and observations shall be used in the evaluation.

22

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

V. The faculty supervisor shall consider employee requests to evaluate discussion sections separately from lecture sections.

VI. 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.

VII. Upon employee request, the evaluator shall meet with the teaching assistant to discuss the completed formal evaluation.

VIII. The Employer shall provide the employee with a copy of the formal written evaluation within thirty (30) days of the receipt of all relevant materials.

## 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.

23

## 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.

24

## **ARTICLE 19 STIPENDS**

I. By the execution date of this Agreement, all employees shall be paid a minimum monthly salary 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. Salary 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 salaries 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 salary rates for each employing unit's rate schedule shall be increased

annually as follows:

A. Effective August 16, 2005, a two and one quarter percent (2 1/4%) increase in the

minimum stipend levels.

B. Effective August 16, 2006, a two percent (2%) increase in the minimum stipend

levels.

25

C. Effective August 16, 2007, a two percent (2%) 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, 2005:

1. Employees may be seen by any physician at Olin Health Center by appointment.
- 26
2. The per-illness or per-injury cap shall be \$100,000.
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. Outpatient mental health care benefits shall include:
  - a. Up to 20 visits per year;
  - b. The employee will be responsible for a \$30 co-pay per visit;
  - c. There is no lifetime maximum benefit for mental healthcare coverage.
6. The annual cap on prescription drug coverage shall be \$5,000.
7. The annual deductible shall be \$50 for an individual and \$100 for a family.
8. The out-of-pocket maximum shall be \$900 for Preferred Care Providers and \$2,300 for Non-preferred Care Providers.

B. Prescription drug coverage shall continue at the current level of benefits with the following changes:

1. Prescription Co-Pays shall be \$10 for generic drugs and \$20 for brand-name drugs.
2. The prescription drug benefit will include contraceptives.

C. Spouse/Dependent Health Coverage

The Health Care plan offered shall include an MSU premium contribution toward

health care coverage for spouses/dependents beginning August 15, 2005 and

increasing August 15, 2006 and August 15, 2007, as outlined below.

1. Academic year 2005/2006:

For employees with spouse (not covered by his/her employer's health plan\*) or child, MSU will contribute a total of \$1,100 toward the cost of covering spouse or child, or a total of \$1,400 toward the cost of covering a spouse and dependent(s), or multiple dependents, up to a maximum of 70% of the total premium cost.

27

2. Academic year 2006/2007 :

For employees with spouse (not covered by his/her employer's health plan\*) or child, MSU will contribute a total of \$1,200 toward the cost of covering spouse or child, or a total of \$1,500 toward the cost of covering a spouse and dependent(s), or multiple dependents, up to a maximum of 70% of the total premium cost.

3. Academic year 2007-2008

For employees with spouse (not covered by his/her employer's health plan\*) or child, MSU will contribute a total of \$1,300 toward the cost of covering spouse or child, or a total of \$1,600 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. Dental Option

The Employer will assume fifty percent (50%) of the single dental premium cost of the Midwestern RLI Student Dental Services Program or comparable plan.

This plan will include:

1. Exams, bitewing x-rays, panoramic x-rays (full mouth), cleanings, emergency exams and specialty consults available at no charge;
2. Provide 50% coverage for restorative services;
3. Provide 30% coverage for all prosthetics;
4. Provide 20% coverage for all other covered dental services.

E. Summer Coverage

Employees employed in any consecutive Fall and Spring Semester shall be covered as

employees for the remainder of the full enrollment year.

F. 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.

28

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.

**ARTICLE 22**

**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.

29

## **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.

30

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.

31

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.

32

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 nor 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.

33

(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.

34

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**

### **DISTRIBUTION OF THE COLLECTIVE BARGAINING AGREEMENT**

I. 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.

35

II. The Employer will post the Agreement on the Employer's website and will make an electronic version available to the Union.

## **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.

36

## INDEX

Article Topic Page

11 Additional Employment 22

Adoption and Parental Leave 23  
Annual Raise 24  
**7 Anti-Harassment** 10  
Appointment Fraction 6, 18-19  
Appointment Levels 24  
Appointment Term 15  
**13 Appointments** 15-16  
**21 Benefits** 25-28  
Bereavement Leave 23  
Building Access and Office Keys 14  
Bulletin Boards 9  
**2 Definitions** 3  
Dental Benefit Option 27  
Discipline, Suspension or Discharge 6, 18  
Employee Information 8-9  
**18 Employee Leave Time** 23  
Employee Responsibilities 19-20  
**9 Employee Rights** 13-14  
**5 Employer Rights** 6-7  
**10 Employment Period** 15  
Employment Period and Termination 17  
**16 Evaluation; Teaching Assistant Evaluation** 21-22  
Fees, University Fees 25  
Final Exams and Grading Records 14, 20  
Grade Changes, Prior Consultation 14  
Grievance Defined 30-31  
**26 Grievance Procedure** 30-34  
**23 Health and Safety** 28  
Health Insurance 25-27  
Holidays, University Designated 19  
Illness, Injury and Pregnancy Leave 23  
**Index** 36-37  
**27 Information** 34  
Instructional Rating Reports 21  
**12 Job Security** 17-18  
Jury Duty 23  
Layoff 6  
Library Borrowing Privileges 13  
Mailboxes 14  
**Memoranda of Understanding** 39-40  
Mental Health Care Benefits 26

**Article Topic Page**

24 No Interference 29

Office Hours 20

Orientation and In-Service Programs 20

Out-of-State Tuition 25

Parking Permits 13

22 Personnel Records 21-22, 28

Prescription Drug Co-Pay 26

28 Distribution of the Collective Bargaining Agreement 34-35

3 Purpose and Intent 4

Reappointment, Re-Employment 15-16

4 Recognition 4-5

Safe Working Environment 10, 40

Same-Sex Domestic Partner Benefits 28

29 Scope of the Agreement 35

25 Special Conferences 29-30

Spouse/Dependent Benefit Coverage 26-27

14 Standard Performance Requirements 19-20

19 Stipends 24-25

Stipends: Schedule of Minimum Stipends 38

Storage of Exam and Grading Records 14, 20

1 Term of Agreement 1-2

15 Training and Professional Development 20-21

20 Tuition Waiver 25

8 Union Dues and Representation Fees 13

Union Meetings on Campus 8

Union Representation 30

6 Union Rights 8-10

Unit Policies 20

Unsatisfactory Performance Procedure 17-18

13 Workload 18-19, 21

38

**APPENDIX A****Schedule of Minimum Monthly Stipends**

2005- 2006- 2007-

2006 2007 2008

Level 1, ♪ time 604 616 628

Level 1, ♫ time 1209 1233 1258

Level 1, ♬ time 1814 1850 1887

Level 2, ♪ time 666 679 693

Level 2, λ time 1331 1358 1385  
Level 2, t time 1997 2037 2078  
Level 3, ς time 696 710 724  
Level 3, λ time 1393 1421 1449  
Level 3, t time 2088 2130 2173

39

## APPENDIX B

### MEMORANDA OF UNDERSTANDING

40

#### MEMORANDUM OF UNDERSTANDING

Between

Michigan State University

and

The Graduate Employees Union/MFT & SRP

February 1, 2005, 5:00 p.m.

To promote a shared responsibility for a safe working environment at Michigan State University,

including one conducive to teaching and learning, free from disruption, the parties have agreed

that further communication and training will occur regularly during the term of this Agreement.

The Employer will augment the employee orientation sessions, held before fall and spring

semesters, to include a review of the handouts of University policies, ordinances, and practices

that employees may use under guidance of faculty of record to foster a safe environment (e.g.

strategies to deal with harassing and disruptive behavior).

For the Employer For the Union

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Scott Sowulewski Brian Thomas

Date \_2/15/05\_\_\_\_\_ Date \_2/15/05\_\_\_\_\_

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Dr. Robert F. Banks Jennifer Nichols

Date \_2/15/05\_\_\_\_\_ Date \_2/15/05\_\_\_\_\_

41

#### MEMORANDUM OF UNDERSTANDING

Between

Michigan State University

and

The Graduate Employees Union Local 6196, AFT-Michigan, AFT, AFL-CIO

The Employer will notify employees when they leave the bargaining unit of options for continuing healthcare coverage.

For the Employer For the Union

\_\_\_\_\_  
Scott Sowulewski Brian Thomas  
Date \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Dr. Robert F. Banks Jennifer Nichols  
Date \_\_\_\_\_ Date \_\_\_\_\_