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IDnum 266 **Language** English **Country** United States **State** MI

Union Graduate Employees Organizing Committee

Local

Occupations Represented
Teacher assistants

Bargaining Agency Wayne State University

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 1999 **EndYear** 2002

Source <http://www.gradschool.wayne.edu/Assistantships/GEOCContract101499.PDF>

Original_format PDF (unitary)

Notes

Contact

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1 ARTICLE I: DEFINITIONS

2
3 A. **GEOC**

4 *The Graduate Employees Organizing Committee, the union of graduate employees on*
5 *campus and party to this agreement, shall hereafter be known as "GEOC".*

6
7 B. **Union**

8 *By "Union" this agreement shall refer to the GEOC.*

9
10 C. **University**

11 *By "university" this agreement shall refer to Wayne State University.*

12
13 D. **Employee**

14 *By "employee" the agreement shall refer to any member of the bargaining unit covered*
15 *under the terms of this agreement.*

16
17 E. **Employer**

18 *By "employer" this agreement shall refer to Wayne State University.*

19
20 F. **Change In Job Titles**

21 *It is understood that represented graduate employees shall not find their job titles*
22 *changed by the university without the express consent of the GEOC.*

23
24 G. **Day**

25 *By "day" this agreement shall refer to one calendar day, unless otherwise noted.*

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27 H. **Year**

28 *Except where otherwise stipulated in this agreement, the term "year" shall be taken to*
29 *mean one calendar year.*

30
31 I. **Department**

32 *By "department" this agreement shall refer to any administrative/organizational unit,*
33 *including organizational entities referred to as academic departments, non-*
34 *departmentalized schools, centers, institutes, laboratories, consortia, clinics, facilities,*
35 *studies or others designated by the employer which directly employs Graduate*
36 *Teaching Assistants or Graduate Research Assistants.*

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38 J. **Semester**

39 *By "semester" this agreement shall refer to any term of the academic year during*
40 *which courses are offered at Wayne State University.*

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ARTICLE II: UNION RECOGNITION

Wayne State University recognizes the Graduate Employees Organizing Committee/American Federation of Teachers (GEOC) as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other conditions of employment for the employees in the following classifications:

All Graduate Teaching Assistants who are employed to teach undergraduate level courses or related laboratories or discussion sections; but excluding Graduate Research Assistants, Graduate Teaching Assistants appointed on State or Federal Training Grants, all Graduate Teaching Assistants who are not employed to teach, and all sports coaches, debate coaches who do not teach, counselors, supervisors, confidential employees and all other employees. To be eligible for inclusion in the bargaining unit, the Graduate Teaching Assistant must be a student in good standing in a Wayne State University graduate degree program, as defined by the University. To be employed to “teach”, the Graduate Teaching Assistant must be designated as the teacher of record on the University’s final grade sheets or in the University’s course catalogue for that semester for a course of at least 2 credit hours per semester or be assigned undergraduate level courses or related laboratories or discussion sections totaling at least six contact hours per week, as listed in the University’s course catalogue for that semester. For purposes of this definition, a graduate teaching assistant who is assigned to be a grader for a specific course or related laboratory or discussion section shall be deemed to have been assigned to that course or laboratory or discussion section. For purposes of this definition, each hour of discussion session, as listed in the course catalogue, shall be considered to be two contact hours.

Graduate Student Assistants who are students in good standing in a Wayne State University graduate degree program, as defined by the University, and who are assigned to general research, administrative or scholarly duties, amounting to at least eight hours per week, for the primary benefit of the University or a granting agency and under the supervision of a University faculty member or administrator, but not including work whose product is reasonably expected to be used among other purposes for the Graduate Student Assistant’s dissertation, thesis, essay, or independent or directed study, or other work performed for the primary benefit of the Graduate Student Assistant’s research, scholarly or educational program.

89 ARTICLE III: GRIEVANCE/ARBITRATION PROCEDURES
90

91 A. Representation
92

93 *For the purposes of this Article, a Union Representative may represent an aggrieved*
94 *employee as provided in Section D. The Union will provide the University with the names*
95 *and telephone numbers of the Representatives designated for that purpose and shall report*
96 *any changes to the University. In addition, the Union shall provide the University with the*
97 *names and telephone numbers of its officials and Grievance Committee and any changes*
98 *therein. The University will provide the Union with the names and telephone numbers of*
99 *its representatives or designees at Step Two and Step Three, and will report any changes to*
100 *the Union within the third week of each semester.*
101

102 B. Group Grievances
103

104 *When more than one employee has a grievance of this type involving common fact(s) and*
105 *provision(s) of the Agreement, at least one designated member of the group shall process*
106 *the grievance on behalf of named and all similarly-situated employees. If the employees in*
107 *the group are from more than one department or unit, the grievance shall be filed by the*
108 *Union at Step Three of the Grievance Procedure. (See below).*
109

110 C. Procedure for Disputes over Employee Classification
111

- 112 1. *In the event that the Union and the University do not agree as to whether a graduate*
113 *assistant employee has been properly classified and the employee's classification would*
114 *be determinative of whether the employee is a member of the bargaining unit, either*
115 *the Union or the University may request the convening of a special conference to*
116 *discuss the matter.*
117
- 118 2. *Should the special conference fail to achieve resolution on the matter, either the*
119 *employee or the University may request that a determination as to the employee's*
120 *appropriate classification be made by the Wayne State University Classification and*
121 *Compensation Division.*
122
- 123 3. *The determinations made by special conference and Classification and Compensation*
124 *shall be binding as to the status of that employee for so long as that employee*
125 *continues in the same position, but shall be non-precedential with respect to other*
126 *employees. Such determinations shall be subject to grievance.*
127
- 128 4. *If the matter remains unresolved, grievance procedures may be initiated at Step III*
129 *under Article III of this Agreement.*
130
131

132 **D. Grievance Procedure**
133

134 *The following procedure shall be the sole and exclusive means for resolving grievances.*
135

136 *STEP ONE: An employee or one designated member of a group of employees, having a*
137 *grievance in connection with his/her employment may take the matter up with the*
138 *immediate supervisor (or department or unit or designee) within twenty (20) calendar days*
139 *following reasonable knowledge of the facts giving rise to the grievance. In the event that*
140 *the meeting cannot be scheduled because of the unavailability of the immediate supervisor*
141 *(or department or unit or designee), the grievance shall be remanded to Step Two. At the*
142 *employee's option, a Union Representative may be present at such a discussion.*
143

144 *STEP TWO: If the matter is not resolved at Step One, a formal grievance may be*
145 *submitted in writing to the Department Chairperson (or equivalent level of supervisor or*
146 *designee) within thirty-five (35) calendar days following reasonable knowledge of the facts*
147 *giving rise to the grievance.*
148

149 *STEP THREE: If the matter is still unresolved, the grievance may be appealed by the*
150 *Union's Grievance Committee to the designee of the General Counsel within fourteen (14)*
151 *calendar days following receipt by the Union of the Step Two answer. The designee of the*
152 *general counsel shall set, within the next fourteen (14) calendar days and at a mutually*
153 *convenient time and place, a meeting for discussion of the grievance with representatives*
154 *of the Union's Grievance Committee (not to exceed two in number), an MFT*
155 *representative, (should the Union so desire), the aggrieved employee and the employee's*
156 *Union Representative, if any. The designee of the General Counsel may arrange for a*
157 *representative of the appropriate dean or administrative head of an equivalent unit to be*
158 *present at the discussion and a representative of the Office of General Counsel or*
159 *designee. Additional representatives of the parties may participate by mutual agreement. A*
160 *written answer shall be given by the designee of the General Counsel within twenty (20)*
161 *calendar days of the meeting. A copy of the written answer shall be given to the*
162 *chairperson of the Union's Grievance Committee and the employee.*
163

164 **F. Impartial Arbitration**
165

166 *A grievance, as defined in Section A, which is not resolved at Step Three may be submitted*
167 *to arbitration by the Union, provided that written notice of intent to arbitrate is received by*
168 *the designee of the General Counsel within thirty (30) calendar days following receipt by*
169 *the Union of the Step Three answer.*
170

171 *Such notice shall identify the grievance, set forth the provisions of the Agreement involved*
172 *and the remedy desired. If no such notice is given within the prescribed time limit set forth*
173 *in this section, the grievance shall not be arbitrable.*
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Following the written notice to the designee of the General Counsel, the University and the Union shall attempt to select an arbitrator. If an arbitrator is not selected within five (5) calendar days of the written notice, the Union, within the next ten (10) calendar days only, may request the Federal Mediation and Conciliation Service or the American Arbitration Association (AAA) to administer the process of selecting an arbitrator. The arbitrator shall no be an employee of the University or of the Union, nor be a member of the Michigan Federation of Teachers or of the American Federation of Teachers.

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1. Either the University or the Union or both shall notify the Arbitrator of selection and upon acceptance shall forward to the Arbitrator a copy of the grievance, the University's answer at Step Three, the Union notice of intent to arbitrate and a copy of the Agreement. A copy of this communication, except a copy of the Agreement, shall be sent to either the University or the Union, as the case may be. If the Arbitrator does not accept selection, the selection process shall be repeated until an arbitrator has accepted selection.
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2. Upon receipt of this communication, the Arbitrator shall fix the time and place for hearing the issue or issues submitted for decision.
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3. At the time of the arbitration hearing, both the University and the Union shall have the right to examine and cross-examine witnesses.
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4. Upon request of either the University or the Union or both, a transcript of the hearing shall be made and furnished to the Arbitrator with the University and the Union having an opportunity to purchase their own copy. The party requesting the transcript shall bear the cost of the Arbitrator's copy, unless it is mutually requested. In such a case, the cost shall be shared equally.
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5. At the close of the hearing, the Arbitrator shall afford the University and the Union a reasonable opportunity to furnish briefs if either party requests the opportunity.
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6. The jurisdictional authority of the Arbitrator is defined as, and limited to, the determination of any grievance as defined in Section A submitted to him/her consistent with this Agreement and considered by him/her in accordance with this Agreement.
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7. The standard of evidence in misconduct cases shall be the civil standard of a preponderance of the evidence.
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8. The Arbitrator shall not have any authority to add to, subtract from, or otherwise modify any of the terms, clauses, or provisions of this Agreement.

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9. *The fees and expenses of the Arbitrator shall be split between the University and the Union. The expenses of, and the compensation for, each and every witness and representative for either the University or the Union shall be paid by the party producing the witness or having the representative.*
 10. *The Arbitrator shall render the decision in writing within thirty (30) calendar days following the hearing.*
 11. *The Arbitrator's decision, when made in accordance with the Arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Union, and the employee or employees involved.*
 12. *The provisions of this Section do not prohibit the University and the Union from mutually agreeing to expedited arbitration of a given grievance or grievances.*

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G. *Time Limits on Appeals*

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1. *Any grievance not appealed within the specified time limits shall be considered settled on the basis of the final answer and not subject to further review. However, this shall not prejudice the position of either party with respect to a grievance involving the same issue at that unit or any other unit of the University.*
 2. *A grievance may be withdrawn without prejudice and, if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, for any reason other than the University's failure to meet a commitment, financial liability, if any, shall date only from the date of such reinstatement, provided, however, that the reinstatement occurs within the specified time limits for appeal.*
 3. *Where one or more grievances involve a similar issue, those grievances, by mutual agreement, may be held in abeyance without prejudice, pending the disposition of an appeal, to Step Three or arbitration of a representative case. In such an event, financial liability, if any, will not be affected except as set forth in other articles of this Agreement.*
 4. *The specified time limits at each step of the procedure may be extended by mutual written agreement of the parties involved at that step, except that the time limit for filing at Step One can only be extended by the Departmental Chairperson (or equivalent level of supervisor or designee) and a Union Representative to a period not to exceed 30 days. Further extension shall require the written concurrence of the provost or designee.*

262
263 5. *Whenever time limits are used in this Articles, an actual verified receipt or a postmark,*
264 *if mailed, will control.*
265

266 **H. *Post-Grievance Employer-Employee Relationship***
267

268 *When the employer schedules a meeting in accordance with the provisions of this Article,*
269 *attendance at such a meeting by the employee or Union Representative shall not adversely*
270 *affect their employment relationship.*
271

272 **I. *Grievance settlements are not precedent setting unless expressly approved as such, in***
273 *writing, by the Office of General Counsel, and by the President of the Union, or*
274 *designee.*
275

276
277 **ARTICLE IV: LAYOFF**
278

279 **A. *Definition***
280

281 *The term ‘Layoff’ shall refer to any situation in which an employee’s appointment is*
282 *terminated due to lack of work or funding for the employee’s position (or multiple*
283 *position as determined by the Department Chair).*
284

285 **B. *Class Cancellation***
286

287 *In the event that an assigned class has been canceled due to inadequate course*
288 *enrollment and all other appointment possibilities in the department have been*
289 *exhausted, first priority will be given to finding the graduate employee another*
290 *instructional assignment appropriate to the employees’ experience and expertise. If*
291 *such an assignment is unavailable, the employee will be offered non-instructional*
292 *duties. If these non-instructional duties are unacceptable for whatever reason, the*
293 *employee may, at his or her choice, forego the appointment. Employees who elect to*
294 *forego an appointment to non-instructional duties shall be provided two weeks pay in*
295 *lieu of the appointment. An employee who elects not to accept appointment to non-*
296 *instructional duties must do so within one week of the date the appointment to non-*
297 *instructional duties is tendered.*
298

299 **C. *Notice of Layoff***
300

301 *Employees shall be provided in writing two weeks’ notice of layoff except in cases of*
302 *emergency where advance notice is impossible, in which case employees shall be*
303 *provided with two weeks; pay in lieu of notice of layoff.*

304
305 **ARTICLE V : GRADUATE ASSISTANT RIGHTS**
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307 **A. Records**
308

309 *At the request of an employee, the employee will be permitted to review records pertaining*
310 *exclusively to his/her employment and maintained in a personnel file by a department or*
311 *unit or by the Personnel Processing and Records Office. It is understood that such records*
312 *include evaluations which relate exclusively to performance as an employee, but exclude*
313 *letters of recommendation for employment and records which contain, in whole or in part,*
314 *information related to academic performance or progress as a student.*
315

316 **B. Texts**
317

318 *Departments will make arrangements for employees to obtain texts when provided free of*
319 *charge by the publisher. Any instructional materials required by the department chair or*
320 *designee for a course being taught by the employee or required of students taking the*
321 *course will be provided or made available at no cost to the employee.*
322

323 **C. Office Space and Access**
324

325 *A department or unit will provide a desk or work surface for an employee as necessary for*
326 *the fulfillment of the employee's work obligations and ensure that all employees receive*
327 *relatively equitable desks or work surfaces in conformity with department resources. If an*
328 *employee is required to hold office hours, suitable space will be provided to fulfill this*
329 *requirement. An Employee's department or unit shall make arrangements for the*
330 *employee's access to his/her office and to the building containing that office. It is*
331 *understood that the department chair or dean will determine office space and access in*
332 *conformity with departmental resources.*
333

334 **D. Supplies/Equipment**
335

336 *The supplies, duplicating, collating, and other office machinery (e.g., photocopier,*
337 *typewriter, etc.) of a department or unit shall be made available without charge to an*
338 *employee to the extent required by his/her employment obligations. Telephone access will*
339 *be made available without charge for purposes directly related to the employee's*
340 *employment obligations in conformity with departmental resources. It is understood that*
341 *the department chair or dean will determine the use and access to supplies, equipment and*
342 *telephones in conformity with departmental resources.*
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E. Mailboxes

Each department or unit shall make available a convenient receptacle at a designated location for employees to receive University business correspondence and U.S. Mail. At least one (1) receptacle shall be available for every five (5) employees.

F. Grades

A current employee who provided grading that resulted in 50% or more of a student's final grade will be given a copy of the student's final grade after it has been filed with the Department Chair. The grade may be provided by depositing the information, in a confidential manner, in a departmental mailbox to which the employee has access. The employee must keep the grade confidential in a manner that complies with the Federal Family Educational Rights and Privacy Act, and may not share the grade with anyone other than the student except as authorized by appropriate University authority.

ARTICLE VI: UNION RIGHTS

A. Union-University Business

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

B. Union Meetings on Campus

The Union will be permitted to schedule periodic meetings on campus, provided that appropriate facilities are available. Requests for such space shall be made through standard University procedures.

C. Employee Information

Not more than 30 working days after the start of each semester, the University shall provide, at no cost to the Union, a list of all current University employees who are represented by the Union. The list shall include the employee's name, the name of the department where s/he works, his/her employing unit, his/her rate of pay, and his/her address if available.

392 **D. Bulletin Boards**

- 393
- 394 1. *The University will provide the Union with bulletin boards for its exclusive use at no*
- 395 *less than five mutually agreed-upon locations for the publishing of notices pertaining*
- 396 *to GEOC affairs. The Union may post information and notices on any of the*
- 397 *enumerated topics below:*
- 398
- 399 a) *The date, time, and location of all GEOC events.*
- 400 b) *Notices of upcoming elections of officers in labor organizations in which*
- 401 *GEOC members are eligible to vote.*
- 402 c) *The results of all elections and popular votes in labor organizations in which*
- 403 *GEOC members are eligible to vote.*
- 404 d) *Information pertaining to changes in the GEOC, MFT/AFT, and AFL-CIO*
- 405 *constitutions and by-laws.*
- 406
- 407 2. *The Union and the University agree that in no case will the Union post derogatory, or*
- 408 *defaming material about the University, its departments, or any employee of the*
- 409 *University.*
- 410
- 411 3. *In the event that a dispute arises concerning the appropriateness of material posted*
- 412 *on a Union bulletin board, the President of the Union will advised by a designated*
- 413 *University official of the nature of the dispute and the notices will be removed until the*
- 414 *dispute is resolved.*
- 415
- 416 4. *Any dispute arising as a result of posted material shall be resolved at a Special*
- 417 *Conference (as per Articles XVIII of this contract) no more than seven days following*
- 418 *the dispute.*
- 419

420 **E. Union Use of the University Mail System**

421

422 *The Union shall be permitted to distribute materials pertaining to Union business in*

423 *University mail boxes no more than once per week.*

424

425 **F. Contracting of Services**

426

427 *The Union shall be permitted to contract for University duplicating, printing, audio-*

428 *visual, photographic, and computer and food services and such other services as may*

429 *be contracted for by other campus organizations.*

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435 ARTICLE VII: JOB SECURITY

436
437 *A. Duration of Employment*

438
439 *It is understood that the minimum term of appointment for any graduate employee is*
440 *one semester.*

441
442
443 *B. Discipline for Unsatisfactory Performance*

- 444
445 1. *The University shall not discipline or terminate any non-probationary employee*
446 *without just cause during the term of their appointment.*
447
448 2. *In cases of unsatisfactory employment performance, where the misconduct is*
449 *not serious, the employee will be provided with no less than one written warning*
450 *prior to termination or discipline.*
451
452 3. *The parties to this agreement understand that cases of serious misconduct may*
453 *warrant discipline or termination without a prior written warning.*
454

455 *C. Written Summary of Termination Decision*

456
457 *In the event that an employee is terminated for unsatisfactory employment*
458 *performance, including cases of misconduct, the employee will be provided with a*
459 *written notice of the termination. A copy of the termination notice, including a*
460 *summary of the reasons for the termination, will be provided to the employee within*
461 *seven calendar days from the date of termination and, upon request, to the President*
462 *of the Union (GEOC) no later than seven calendar days from the request.*
463

464 *D. Challenges to Discipline and Termination Decisions*

- 465
466 1. *The Union recognizes the University's right to carry out its management*
467 *functions with regard to discipline and terminations subject only to those*
468 *limitations as are enumerated in this contract.*
469
470 2. *Any member of this unit who feels that he or she has been terminated or*
471 *disciplined unfairly, shall not in any case be barred from challenging the*
472 *termination or disciplinary action through the channels provided in Article III*
473 *of this Agreement.*
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E. Work Rules

1. *It is understood that all graduate employees will conduct themselves in a manner which is professional, courteous and which is conducive to a professional atmosphere in their departments and in the University. It is further understood that instances of serious misconduct even when such instances are not explicitly covered in departmental work rules may be cause for discipline.*
2. *In the event that a department chooses to promulgate work rules of any kind, or if it decides to institute a change in its work rules, that department shall have the sole and express responsibility to communicate to every employee what the work rules are, what standards of expected employee conduct are in a place, and what the penalties are, if any, for violations of work rules.*
3. *In no case and under no circumstances will any graduate employee be disciplined in any way for a violation of work rules which have not been expressly promulgated to him or her.*
4. *Every department of the University shall provide to the Union, upon request, a written copy of its work rules at no cost.*
5. *Work rules inconsistent with this Agreement are subject to grievance challenges.*

F.

1. *The Probationary period, during which discipline, including termination, is not subject to grievance challenge, shall be the first forty-five (45) calendar days of employment. An employee shall not serve more than one probationary period under this contract.*
2. *It is understood that employees who are employed as of the date of the ratification of this agreement shall not be subject to a probationary period.*

G. Remediable Violations

In the event that an employee is given notice that s/he has violated a work rule, is performing poorly, or is otherwise in a position to incur disciplinary action against himself or herself, the employee thus notified will be given a reasonable amount of time to remedy the situation occasioning the notification before disciplinary action beyond notification is taken. In such cases the employee will be informed by the party issuing the notification as to how much time s/he has to remedy the situation and what means, if any, need to be taken in order to do so.

524 ARTICLE VIII EMPLOYEE DUTIES

525
526 A. *Professionalism*

527
528 *It is understood that graduate employees are engaged in professional activities.*

529
530 B. *Determination and Explanation of Duties*

531
532 *The department in conjunction with the represented employee's supervising staff member*
533 *shall determine the required duties of the employee. The represented employee's*
534 *supervising staff member shall discuss these duties with him/her at the beginning of the*
535 *semester.*

536
537 C. *Workload*

- 538
539 1. *The time required for the successful fulfillment of a represented employee's assignment*
540 *shall not exceed approximately 20 hours per week over the course of the semester. Only*
541 *duties actually assigned to the employee in his/her capacity as an employee and*
542 *performed by the employee shall be taken into consideration.*
- 543
544 2. *For the purpose of determining a represented employee's prospective workload, it shall*
545 *be presumed that an assignment not exceeding 8 credit hours as instructor of record, or*
546 *not exceeding 12 contact hours of laboratory or discussion section administration, does*
547 *not exceed 20 hours per week.*
- 548
549 3. *Graduate employees are encouraged to consult with their supervisors regarding the*
550 *distribution of and anticipated fluctuations in workload during the employee's period of*
551 *appointment. Should the supervisor become aware of actual or potential fluctuations in*
552 *workload of a substantial nature, the supervisor will notify the represented employee as*
553 *soon as possible.*

554
555 D. *Informal Resolution of Workload Issues*

- 556
557 1. *A graduate employee who believes that his/her assigned duties will regularly and*
558 *significantly exceed an average of 20 hours per week and can reasonably be expected*
559 *to do so over the course of the semester shall immediately notify and consult with*
560 *his/her supervisor to discuss his/her concerns. If the employee and his/her supervisor*
561 *are unable to resolve the matter between them, then the employee may submit a written*
562 *request that the department chair, or the designee of the chair, review the employee's*
563 *assignment with the goal of informally resolving the matter. Any such request must be*
564 *submitted in the semester within which the assigned duties are actually performed. The*
565 *results of this review shall be conveyed to the employee within five working days.*

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2. *If the employee is not satisfied with the informal resolution arrived at by the means outlined above, then within five working days of the receiving the response of the chair s/he may request that the appropriate Dean review the employee's assignment. This request shall be made in writing, and shall include a statement detailing the employee's assignment and the reasons the employee believes that the assignment is excessive. The Dean or his/her designee shall work with the employee to reach a mutually agreeable solution. If a mutually agreeable solution is not reached within ten working days, then the employee may request that the Dean or his/her designee provide a written statement setting forth the basis for his/her position. The Dean's or designee's report shall be conveyed to the employee within ten working days. The overall amount of time allotted for this stage of the informal process shall not exceed ten working days.*

583 **E. Formal Resolution of Workload issues**
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1. *If the employee is dissatisfied with the Dean's review, and if the employee and GEOC contend that the assignment is excessive, GEOC and the employee may initiate the formal review process by submitting within five working days a formal request for review to the Dean of the Graduate School or his/her designee. The request will include the Dean's statement as well as a concise statement setting forth the reasons upon which GEOC and the employee contend that the assignment is excessive. The determination as to whether an assignment is excessive shall be made on the basis of the criteria set forth in this article and the following factors:*
 - a) *The allegedly excessive assignment is prolonged and substantial in nature.*
 - b) *The alleged excess in workload is not an episodic condition, nor will it be offset by a period in which less is required of the employee.*
 - c) *The determination is to be based upon workload over the course of the semester. Ordinary fluctuations in workload may from time to time require commitments substantially in excess of 20 hours per week.*
 - d) *It is presumed that ordinarily assignments made by a department or discipline do not exceed twenty hours per week on the average. The excessive nature of the workload is based on actual duties required of the employee, not on comparative calculations of standard workload expectations between unrelated departments.*
 - e) *If substantially similar duties are performed by other employees in the same department or discipline within an average of 20 hours per week, the presumption shall be that the assignment is not excessive.*
 - f) *Where appropriate the practice of making differential teaching assignments over more than one semester may be considered an offsetting factor with regard to the question of whether a workload is excessive.*

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- g) *In evaluating workloads, it must be taken into consideration that workloads must allow students to progress towards their graduate degrees.*
 - h) *Resolution of a workload dispute must show due respect for the academic prerogative of the professor, and may not compel a change in course content or curriculum, or a change in the means, methods, or materials by which a course is taught and evaluated.*
2. *If the employee is not satisfied with the results of the informal resolution and if GEOC determines that the nature of the excessive assignments falls within the scope of this article, GEOC may submit a written request to the Dean of the Graduate School within five working days. The request will include the statement of the Dean appealed to in the informal procedure as well as a concise statement setting forth the reasons on the basis of which GEOC and the employee contend that the assignment is excessive.*
 3. *Within twenty working days, the Dean or his/her designee must render a decision including a recommended remedy, if the situation calls for such, in writing to the employee and to GEOC.*
 4. *The Dean of the Graduate School or his/her designee may meet with either or both parties or with others, and may request such additional information as will in his/her view assist the Dean in coming to an equitable resolution. The department, the college, the employee, or GEOC may also voluntarily provide information to the dean to assist in the process.*
 5. *If both parties agree with the determination of the Dean of the Graduate School, then it shall be implemented immediately. If GEOC disagrees with the determination of the Dean of the Graduate School, then GEOC may refer the matter to arbitration. The arbitrator must choose either the position of the administration or the GEOC without modification in accordance with section III F of this Agreement.*
 6. *If a formal or informal resolution to a workload dispute would have the effect of reducing an employee's hours in such a way as to remove the employee from a represented classification to non-Union status, the employee shall nonetheless retain her/his classification as a represented employee.*

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F. Representation and Extension of Time Intervals

1. *It shall be the duty of the employee, when scheduling any meetings in this process, to inform the party with whom s/he is meeting as to whether s/he will be accompanied by a Union representative, in which case the university official may defer the meeting for up to four working days.*

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2. *Any meeting rescheduled under this section of this agreement shall take place within five working days of the original scheduled meeting. It is understood that any time elapsing between the original scheduled meeting and the rescheduled meeting shall not be accrued to the time allotted for the process provided in this section of this agreement.*
 3. *The time frames outlined above for the completion of the steps of both the informal and the formal resolution procedure shall be extendible by the agreement of both parties.*

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ARTICLE IX: INITIAL EMPLOYMENT AND REEMPLOYMENT

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A. Notification

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Upon initial appointment, re-appointment, or any notification of a change in the terms and conditions of an employee's appointment, the employee shall receive written notification from the employer specifying:

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1. *Duration of appointment*
 2. *Term of appointment*
 3. *Salary*
 4. *Benefits*
 5. *Names and telephone numbers for questions regarding benefits and department services*
 6. *That the terms of employment are governed by this agreement.*

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B. Time of Notification for Reemployment

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To the extent practicable, The university shall inform employees of the decision to reemploy or not reemploy by:

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1. *June 15 for those employed beginning in fall semester*
 2. *December 15 for Winter semester*

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This clause shall not be interpreted as preventing later appointments when necessary.

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C. Assignments

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Each hiring department will make available to all employees a written statement on hiring that includes:

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1. *a non-discrimination statement, including a statement on sexual harassment.*
 2. *due dates for employment applications*
 3. *date by which hiring decisions are made*

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708 **D. Coverage Under Summer Hire**
709

- 710 1. *The parties agree that while individuals employed during the summer are free*
711 *to associate and to belong to GEOC as they may choose, GEOC does not*
712 *represent those individuals when they are employed in non-represented*
713 *positions.*
- 714
- 715 2. *Any employee who has been employed as a member of the bargaining unit in*
716 *the Winter Semester under the provisions of this Agreement and is employed in*
717 *a like position for the immediately subsequent Spring/Summer semester shall be*
718 *entitled to continued medical and dental benefits during the Spring/Summer*
719 *semester, and shall also be entitled to up to two credits of tuition during the*
720 *summer (subject to the limitations set out in Article XVII);*
- 721
- 722 3. *The University agrees that it will not discriminate against individuals who have*
723 *chosen to belong to GEOC in hiring decisions for non-Union employment*
724 *during the summer,*
- 725
- 726 4. *It is expressly recognized and agreed that wages paid for summer employment*
727 *are not governed by the terms of this Agreement and, except as set out in this*
728 *agreement Spring/Summer employment shall not be otherwise governed by the*
729 *provisions of this Agreement.*
- 730

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732 **ARTICLE X: NON-DISCRIMINATION**
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- 734 A. *Wayne State University and the GEOC (Graduate Employees Organizing Committee –*
735 *American Federation of Teachers) recognize an obligation and reaffirm by this Agreement*
736 *their commitment to achieve equal employment opportunity and non-discrimination*
737 *within the University. Accordingly, it is agreed that, consistent with University policies, the*
738 *University and members of the bargaining unit shall not discriminate on the basis of race,*
739 *color, ethnicity, religion, political affiliation, political beliefs, national origin, marital or*
740 *parental status, age gender, pregnancy, sexual orientation, or disability, including HIV*
741 *status, of those capable of performing their professional duties. Nothing in this section*
742 *shall be construed to prohibit Wayne State University from the application of bona fide*
743 *occupational qualifications as may be appropriate or from taking such measures as may be*
744 *permissible by law, to protect the health and safety of the University community.*
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750
751 *B. Employees who believe that they have been subject to discrimination in violation of this*
752 *article may choose to pursue their claim either through the University's internal*
753 *discrimination process administered by the Department of Equal Opportunity or through*
754 *the grievance procedure of this Agreement. The initial choice of one of these two internal*
755 *procedures, is binding as to the discrimination aspect of any claim and prohibits the filing*
756 *or processing that same discrimination claim through any other internal procedure. If the*
757 *employee proceeds through the grievance procedure, the grievance will begin at Step 2 as*
758 *set forth in Article III of this Agreement.*

759
760 *C. The Parties agree that neither the University nor Union shall directly, or indirectly,*
761 *discriminate against any employee with respect to hours, wages, or any terms, or*
762 *conditions of employment by reason of such employee's membership in the Union, such*
763 *employee's participation in any activities of the Union or collective professional*
764 *negotiations with the University, or such employee's institution of any grievance,*
765 *complaint, or proceeding under this Agreement or otherwise with respect to any terms or*
766 *conditions of employment.*

767
768 ARTICLE XI BENEFITS

769
770 *A. Medical Insurance*

771
772 *1. Medical Insurance shall be available to all employees covered by the terms of this*
773 *contract through those providers with which the University contracts in order to make*
774 *insurance available to members of the American Association of University Professors.*
775 *Such insurance shall provide coverage to the employees and their spouses, dependents,*
776 *and domestic partners to the same extent as it is provided to members of the American*
777 *Association of University Professors.*

778
779 *2. New employees should choose one of the University's medical insurance plans at the*
780 *time of employment. Dependents may be enrolled at the university group rates within*
781 *30 days of the employee's effective date of hire. In the event that the employee fails to*
782 *apply for medical insurance or enroll his/her dependents within the first 30 days,*
783 *he/she will be eligible at the next open enrollment period or coverage until the month*
784 *following ninety (90) days after filing of application, depending upon the plan's*
785 *requirements.*

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3. *All medical insurance will become effective on the first day of the month coinciding with or next following the date of employment except when the employee is absent from work on what would otherwise be the effective date. In such case it shall not become effective until the first day on which he/she is actively at work on his/her regular schedule.*

4. *An employee who forgoes coverage under a University plan may choose to receive \$60 per month in lieu of health insurance benefits, effective after submission to the Benefits Department of all required documents. An employee who chooses not to be covered under a University plan and subsequently desires such coverage will be required to wait for such coverage until the month following ninety (90) days after filing of application or until the next open enrollment period, depending upon plan's requirements. Exceptions may be made under the following circumstances:*

(a) *The death of a spouse or other person with whose insurance the employee maintains coverage; or*

(b) *The employee's divorce from his/her spouse or separation from his/her domestic partner, if the employee maintained coverage under her spouses or domestic partner's medical insurance.*

B. Dental Insurance

Effective September 1, 2000, or as soon as technologically practicable thereafter, all employees covered by this contract and who obtain medical insurance through the University will be eligible for group dental insurance with Delta Dental of Michigan or a provider of comparable group dental insurance.

C. Sick Leave

The University and the Union recognize that employee illness and injury may be unavoidable and that the absence as a result of such illness and injury will occur from time to time. The University and the Union recognize that the flexibility and informality of the prior practice has proven to be of benefit to all parties, and desire to maintain that policy.

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Accordingly, the parties agree not to adopt formal language governing sick leave, but to continue prior practice. In the event that the University or Union determines that the prior practice is impracticable or has created abuse or excessive sick leave, the prior practice may be terminated immediately upon written notice to the Union or University. In the event of such a notice, negotiations shall begin immediately regarding language to be incorporated into this agreement regarding sick leave.

The parties agree that employer decisions under prior practice shall not be grievable except to the extent that they violate other provisions of this agreement.

D. Bereavement Leave

In the event of the death of an employee's spouse; domestic partner; or, the son, daughter, parent (including step-parent), grandparent, sister, brother, grandchild (or spouse of any of the preceding), of the employee or employee's spouse; or any other relation living in the immediate household as the employee, the employee shall be granted a leave absence with pay of not more than five calendar days.

E. Jury Duty

Should an employee be unable to meet work duties because of jury duty, the employee will notify the immediate supervisor as soon as possible so that arrangements can be made for the absence. Such an absence shall be compensated, provided that jury duty shall be offset against monthly salary. The employee shall provide the University with written verification from the Court Clerk of relevant time and dates of service, as well as fees received.

ARTICLE XII: COMPENSATION

A. General Compensation Provisions

Salaries and salary adjustments are minimum requirements. At its discretion, the University may make adjustments in the salary and fringe benefits of individuals in excess of these amounts when appropriate for the maintenance of the academic quality of an academic unit, to reflect competitive changes in the market, to reward outstanding professional contributions, and to effect the correction of inequities. The University may set maximum salary and fringe benefit amounts.

867 *Salary adjustments under the foregoing provisions are not subject to grievance.*
868

869 **B. *Employees shall be grouped by discipline as follows:***
870

871 *Physical/Life Sciences*

872
873 *Social Sciences*

874
875 *Humanities*
876

877 **C. *Wage adjustments for 1999-2000***
878

879 *Effective the first day of the Fall, 1999 semester, employees shall be entitled to the*
880 *greater of the across the board salary increase provided to members of the American*
881 *Association of University Professors or \$400 per year. This will result in the following*
882 *minimum compensation by category.*
883

<u><i>Discipline Category</i></u>	<u><i>Fall 1999, and Winter 2000, stipend rate</i></u>
<i>Physical/Life Sciences</i>	<i>\$13,075 per year</i>
<i>Social Sciences</i>	<i>\$10,875 per year</i>
<i>Humanities</i>	<i>\$10,075 per year</i>

884 **D. *Wage Adjustments for 2000-2001***
885

886 *Effective the first day of the Fall, 2000 semester, employees shall be entitled to the*
887 *greater of one percent less than the across the board salary increase provided to*
888 *members of the American Association of University Professors or \$300 per year This*
889 *will result in the following minimum compensation for each discipline category:*
890

<u><i>Discipline Category</i></u>	<u><i>Fall 2000 and Winter 2001</i></u>
<i>Physical/Life Sciences</i>	<i>\$13,375 per year</i>
<i>Social Sciences</i>	<i>\$11,175 per year</i>
<i>Humanities</i>	<i>\$10,375 per year</i>

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895 E. Wage Adjustments for 2001 – 2002
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897 *Effective the first day of the Fall, 2001 semester, employees shall be entitled to the*
898 *greater of the across the board salary increase provided to members of the American*
899 *Association of University Professors or \$375 per year. This will result in the following*
900 *minimum compensation for each discipline category:*
901

<u>Discipline Category</u>	<u>Fall 2001 and Winter 2002, Stipend Rate</u>
<i>Physical Sciences</i>	<i>\$13,750 per year</i>
<i>Social Sciences</i>	<i>\$11,550 per year</i>
<i>Humanities</i>	<i>\$10,750 per year</i>

902 F. *The parties will determine whether the AAUP across the board increase in any given year*
903 *is greater than the amount of the annual increase specified in this article by comparing the*
904 *percentage of the AAUP across the board increase to the percentage increase for the*
905 *Social Science discipline for that year. If the percentage of the AAUP across the board*
906 *increase is greater than the percentage increase for the Social Science discipline for that*
907 *year, then, except in the 2000-2001 year, the dollar amount of any increase shall be the*
908 *dollar amount necessary to make the percentage increase for the Social Science discipline*
909 *equal to the AAUP across the board increase.*
910

911 G. Overpayments
912

913 *In the event that an employee is overpaid by the University, such employee is required to*
914 *immediately repay the University the amount of the overpayment.*
915

916 *It is understood that, following notice to the employee, and where no dispute exists as to*
917 *the overpayment or as to the amount owing, the University may recoup the overpayment by*
918 *deducting the maximum amount available at law from the employee's wages until the*
919 *overpayment has been paid. Nothing contained herein shall preclude the parties from*
920 *making alternate arrangements to repay the amount owing; nor does this Agreement, nor*
921 *any action taken by the University pursuant to this article serve as a waiver of any right,*
922 *entitlement or ability to pursue such lawful remedies as it may have either singly or in*
923 *combination, or preclude the University from pursuing any of its collection rights at law.*
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932 ARTICLE XIII UNION DUES

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934 A. *Union Dues*

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936 *During the term of this Agreement, the employer agrees to deduct regular Union dues on a*
937 *bi-weekly or semi-monthly basis (as determined by the Employer's payroll cycle) from the*
938 *salary of each employee who authorizes such deduction in writing in accordance with a*
939 *standard form prepared by the University which is mutually acceptable to the University*
940 *and the Union. The employer shall not be responsible for the deduction of regular Union*
941 *dues or service fee for any period of time when the employee is not employed as or does not*
942 *have earnings as a GTA or as a GSA.*

943
944 B. *Service Fee*

945
946 *Employees within the bargaining unit who do not authorize a deduction for union dues*
947 *above shall pay a service fee to the Union. During the term of this agreement, the*
948 *employer agrees to deduct a service fee on a bi-weekly or semi-monthly basis (as*
949 *determined by the Employer's payroll cycle) from employees who authorize such a*
950 *deduction in writing. The amount of this fee shall not exceed the amount of dues assessed,*
951 *and shall be determined by the members of the Union in accordance with the constitution*
952 *and by-laws of the Union.*

953
954 C. *Remission and Reporting*

955
956 *The employer will furnish the Union no later than the twentieth of the second month of*
957 *each semester a listing of all dues and service fees deducted from all employees, along with*
958 *a report listing the names of individuals from whom dues or service fees have been*
959 *collected. The Employer shall deduct Union dues or service fee as a flat dollar amount on*
960 *a bi-weekly or a semi-monthly basis (as determined by the Employer's payroll cycle) for the*
961 *dues or the service fee and forward the amount assessed in the form of one check to the*
962 *Union within ten days. The amount of dues collected from each pay will be set at a level*
963 *such that by the pay period following the end of each semester, the employee will have paid*
964 *the full amount of dues or service fees for that semester. The employer shall not be*
965 *responsible for checking off or collecting past dues in arrears for more than the current*
966 *semester.*

975 **D. Indemnification**

976
977 *The Union will, at its own expense, defend and indemnify the employer, its officers,*
978 *employees and agents, against any and all claims, demands, lawsuits, or other forms of*
979 *liability, including, any costs and attorney's fees that may arise out of any action taken or*
980 *not taken by the employer for the purpose of complying with the provisions of this article.*
981

982 **E. Hiring and Union Dues**

983
984 *Within each department, preference for re-employment under the terms of Article IX of*
985 *this Agreement, and preference for retention under Article IV of this Agreement shall be*
986 *accorded to employees who have executed either a dues or service fee authorization. An*
987 *employee who declines to do so may complete the period of his/her current semester or*
988 *year appointment. However, he/she may not be appointed to a succeeding contract until*
989 *after all qualified candidates in his/her department who have executed such an*
990 *authorization have been offered employment unless he/she agrees, prior to the effective*
991 *date of the new appointment, to authorize either a deduction for Union dues or a service*
992 *fee deduction.*
993

994 **ARTICLE XIV DURATION**

995
996 **A.** *This Agreement shall remain in full force and effect from a period beginning thirty*
997 *days after notice of its ratification is provided to Wayne State University until February*
998 *28, 2002, and thereafter for successive periods of one (1) year until either party shall,*
999 *on or before the 90th day prior to expiration, serve written notice on the other party of a*
000 *desire to terminate, modify, alter, amend, renegotiate, or change this Agreement.*
001 *Such notice shall have the effect of terminating this entire agreement of the expiration*
002 *date, unless a continuance is agreed upon in writing and of opening all aspects of this*
003 *Agreement to renegotiation, unless a limitation is agreed upon in writing, except that*
004 *notwithstanding such notice Articles XI and XII shall remain in effect until the*
005 *beginning of Fall Semester, 2002. Such written notice shall be sent by registered or*
006 *certified mail to the other party. The notice to the University shall be to the Vice*
007 *President and General Counsel. The notice to the Union shall be to the Union*
008 *President.*
009

010 **B.** *It is understood that during the semester in which the Agreement is ratified, the*
011 *compensation per semester and average workload over the semester shall be computed*
012 *over the entire semester, regardless of the effective date of the Agreement. The*
013 *probationary period for any employee who is employed during the semester in which*
014 *the Agreement is ratified shall be reckoned to have started as of the date when the*
015 *employee began work.*
016

017 **ARTICLE XV: PRINTING/DISTRIBUTION OF CONTRACT**

018
019 *The University shall be responsible for the printing and distribution of this agreement. The*
020 *University shall print 1,500 copies of the agreement; the Union will receive 150 copies, and*
021 *the employer shall receive the remainder.. The employer agrees to distribute copies of this*
022 *agreement to all employees.*

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025 **ARTICLE XVI: HEALTH AND SAFETY**

026
027 **A. General Obligations of Employer and Employee**

028
029 *The Employer recognizes its obligations to promote a safe and healthful working*
030 *environment. Employees shall perform their duties in a safe manner, utilizing all health*
031 *and safety equipment provided by the Employer. The failure to utilize such equipment may*
032 *be grounds for disciplinary action. Should the employee become aware of a condition that*
033 *endangers his/her health and safety, the employee shall promptly report the condition to*
034 *his/her supervisor. Upon receipt of such notification, the supervisor shall review the*
035 *situation with the employee. If the supervisor and the employee are unable to resolve the*
036 *condition within a reasonable time, the Union may request a special conference as*
037 *provided in Article XVIII.*

038
039 **B. Labor /Management Cooperation**

040
041 *The parties to this agreement agree to mutual cooperation, in the area of health and safety,*
042 *which is founded upon good-faith communication and discussion of problems, solutions*
043 *and problem prevention.*

044
045 **C. Equipment**

- 046
047 **1. Adequate first aid equipment shall be provided at appropriate locations.**
- 048
049 **2. The employer shall furnish and maintain such equipment as is necessary, in the**
050 **employer's judgment, for the satisfactory completion of employee duties. Employees are**
051 **responsible for reporting any unsafe equipment, and for the proper use of tools and**
052 **equipment furnished by the employer. For purposes of this section, "tools and**
053 **equipment furnished by the employer," shall include equipment furnished by third**
054 **parties, or by the employee.**
- 055
056 **3. In the event that job duties require eye protection for the employee(s), the employer**
057 **shall furnish appropriate equipment for this purpose.**
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061 4. *In the event that job duties require the use of respiratory equipment by the*
062 *employee(s), the employer shall furnish appropriate equipment for this purpose.*
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064

065 **ARTICLE XVII: TUITION AND SCHOLARSHIP**
066

067 *The University agrees to continue its practice of providing employees tuition scholarships for*
068 *up to 10 hours of graduate credit during fall and winter semesters. The tuition scholarship*
069 *may only be used for graduate courses that are on the employee's approved academic plan of*
070 *work. The University also agrees to pay the omnibus fee and the registration fee associated*
071 *with the ten-hour tuition scholarship. In addition, the University agrees to provide a tuition*
072 *scholarship for the non-resident portion of tuition for any graduate courses that are on the*
073 *employee's approved academic plan of work for credits taken beyond the 10 credit scholarship.*
074 *For purposes of this section only, a plan of work shall be deemed to have been "approved"*
075 *when it has received the written approval of the departmental graduate officer or the chair of*
076 *the department.*
077

078 *This section is based upon the mutual understanding that the incorporation of this practice*
079 *into this agreement and the continued provision of the University's tuition scholarship to unit*
080 *members will not create a tax liability to either the unit members or the University. The parties*
081 *will forthwith commence bargaining to respond to any change in law or regulation that affects*
082 *this understanding.*

083 **ARTICLE XVIII: SPECIAL CONFERENCES**
084

085 **A. Arrangement**
086

087 *Special conferences on issues of mutual interest to employees and the university may be*
088 *arranged between the Grievance Committee Chairperson and the university designee.*
089 *Such conferences shall not be construed as a replacement for, or circumvention of, the*
090 *grievance procedure.*
091

092 **B. Scheduling**
093

094 *Arrangement for such conferences shall be made in advance by the submission of an*
095 *agenda that reflects matters to be discussed. The meeting shall be scheduled within 14*
096 *days of the submission of an agenda unless both parties agree to delay the meeting.*
097

098 **C. Such conferences shall be between representatives of the University and a maximum of**
099 **five (5) representatives of the Union. More may attend by mutual agreement of the**
100 **Parties.**
101
102

103 ARTICLE XIX: TRAVEL AND LODGING
104

105 *When employees are authorized to travel as part of their employment, they will be reimbursed*
106 *for such travel and lodging expenses consistent with the university determined policy as set*
107 *forth in the APPM.*
108

109
110 ARTICLE XX: EMPLOYER RIGHTS
111

112 A. *The Employer and the Union expressly agree that, except as specifically abridged by*
113 *this Agreement, all powers, rights and authority of the Employer are reserved by the*
114 *Employer, and that the Employer retains sole and exclusive control over any and all*
115 *matters concerning the operation, management, and administration of the University,*
116 *the control of its properties and the maintenance of order and efficiency of the*
117 *workforce, and complete authority to exercise those rights and powers, including, by*
118 *way of illustration but not by way of limitation, the exclusive right and authority:*
119

- 120 1. *to determine the type and kind of services to be rendered and the work to be*
121 *performed by employees covered by this Agreement;*
122
- 123 2. *to make all financial decisions, including decisions concerning all accounting,*
124 *bookkeeping, and other record keeping methods and procedures;*
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- 126 3. *to determine the number, location, or relocation of facilities, buildings, and*
127 *rooms;*
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- 129 4. *to determine its organizational and business structure;*
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- 131 5. *to determine whether to transfer, contract, subcontract or discontinue work and*
132 *whether to purchase services from others;*
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- 134 6. *to determine the necessity for work by employees;*
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- 136 7. *to discipline, suspend, or discharge employees for good cause;*
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- 138 8. *to determine the duration of employment,*
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- 140 9. *to lay off or relieve employees from duty because of lack of work or for other*
141 *reasons;*
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- 143 10. *to determine the amount and type of supervision;*
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11. *to determine materials and equipment to be utilized by employees and the method and means by which work shall be performed and services provided;*
12. *to have any work performed at any other location; and*
13. *to determine the number of hours worked and the schedule of employees.*

B. *It is further expressly agreed 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:*

1. *to hire, select, assign, reclassify, promote, or transfer employees, both in person and in job title, except that in no case shall employees or job titles be reclassified for the sole purpose of exclusion from the bargaining unit;*
2. *to determine the number and qualifications of employees;*
3. *to adopt and enforce rules and regulations, including rules and regulations covering smoking by employees and other health and safety matters on University premises, in the performance of University-related activities, and at University-sponsored activities;*
4. *to determine quality and performance standards;*
5. *to determine the allocation and assignment of work to employees;*
6. *to determine job content;*
7. *to create new job classifications and modify existing job classifications;*
8. *to determine the duration and requirements of all academic and non-academic appointments;*
9. *to determine class size;*
10. *to determine all academic policies, procedures, rules and regulations, including, but not limited to, all questions of academic standing and any matter relating to academic progress in a Wayne State University educational program;*

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11. *to make academic evaluations and determinations as to the fulfillment of degree requirements including the relationship between work product and progress toward degree requirements;*
 12. *to determine course curriculum and content; and*
 13. *to perform all other functions inherent in the administration, management, and control of the University.*

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ARTICLE XXI: SCOPE OF AGREEMENT

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- A. *This Agreement represents the entire agreement between the Employer and the Union. This Agreement supersedes and cancels all previous agreements prior to the date of ratification, oral or written, or based on an alleged past Employer practice either established by the Employer or between the Employer, the Union, or employees and constitutes the entire agreement between the parties. Any agreement(s) which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Union.*
 - B. *No past practice, course of conduct, or understanding prior to the date of ratification which varies, waives, or modifies any of the express terms or conditions contained herein shall be binding upon the parties hereto unless made and executed in writing between the Employer and the Union.*
 - C. *The Employer and 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 the right and opportunity are contained in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly 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, or with respect to any subject or matter not specifically referred to or covered by this Agreement, or omitted hereby, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.*

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D. Any agreement reached between the Employer and the Union is binding upon all employees in the bargaining unit who are affected by such agreement and may not be changed by any individual employee.

E. 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, unaffected part(s) or provisions(s) of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request and by mutual agreement, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE XXII: OUTSIDE EMPLOYMENT

The parties recognize and agree that while an employee's primary responsibilities are to Wayne State University, there may be occasions during which it is appropriate for an employee to maintain additional employment on a part-time basis outside Wayne State University. Such employment is permitted under the following conditions

Any outside employment must be undertaken with the understanding the first obligation and commitment is to Wayne State University, and shall not interfere with responsibilities assigned or inherent in the employee's position or academic program at Wayne State University.

An employee may not teach more than one course at another institute of higher learning, and may not utilize Wayne State University course materials, curricula, or other materials in such activities;

The employee shall submit a report, on a form provided by the employer, to his/her department chair or graduate advisor, as appropriate, detailing all outside employment. The report shall be submitted once per semester, and shall be due on the seventh week of each semester.

SUPPLEMENTAL LETTER OF AGREEMENT #1

July 2, 1999

Steven W. Patterson, Chief Negotiator
GEOC
Belcrest Hotel, Suite
5440 Cass Avenue
Detroit, MI 48202

RE: Graduate Student Assistants

Dear Mr. Patterson:

We have agreed that an as yet indeterminate number of graduate assistants, presently assigned to research and research-related activities on projects unrelated to their own courses of study, should be reclassified into a new graduate student assistant classification, which the administration has tentatively designated as "Graduate Student Assistant". The University acknowledges that graduate assistants who are reclassified into this classification and who otherwise meet the criteria set forth in Article II of this Agreement, "Recognition and Description of Unit", shall be eligible for membership in, and representation by, GEOC.

Sincerely,

Louis Lessem
Vice President and General Counsel

SUPPLEMENTAL LETTER OF AGREEMENT #2

July 23, 1999

Steven W. Patterson, Chief Negotiator
GEOC
Belcrest Hotel, Suite
5440 Cass Avenue
Detroit, MI 48202

RE: Retroactive Pay

Dear Mr. Patterson:

By December 1, 1999, Wayne State University will compensate those employees whom, because of their status as represented employees and the pendency of these negotiations, did not receive those compensation increases received by non-represented graduate assistants during the 1998 Fall or 1999 Winter terms. Such compensation shall be made at the rate of \$395 for the academic year or \$197.50 per semester, as may be appropriate.

It is understood that Wayne State University may not have updated addresses for those graduate employees who are no longer employed. Wayne State University shall tender payment by mailing to the graduate assistants' last address provided to the Graduate School, unless the graduate assistant has provided more recent information. The GEOC agrees to assist the Graduate School in this endeavor by attempting to locate, and by providing or encouraging graduate assistants to provide updated addresses to the Graduate School by not later than October 1, 1999.

Sincerely,

Louis Lessem
Vice President and General Counsel

SUPPLEMENTAL LETTER OF AGREEMENT #3

July 23, 1999

Steven W. Patterson, Chief Negotiator
GEOC
Belcrest Hotel, Suite
5440 Cass Avenue
Detroit, MI 48202

RE: Dental Benefits

Dear Mr. Patterson:

We have agreed that employees who are members of the GEOC bargaining unit shall, by September 1, 2000, be provided with dental insurance pursuant to Article XI (Benefits) of this agreement. If such coverage is not available to such GEOC members by October 1, 2000, then a special conference shall be convened pursuant to Article XVIII to resolve the problem, and each employee represented by GEOC shall be entitled to a one-time, non-recurring wage increment of \$50 for each semester (including Fall, 2000) in which he/she is employed and would have been entitled to receive benefits.

The plan to be offered to employees shall include those specifications as set forth in "Plan A" of the "Delta Dental Preferred Option Plan for Wayne State University Graduate Assistants Program" as more fully defined in that document. Wayne State University reserves the option to make available comparable or superior coverage through an alternate provider.

Both parties understand that Wayne State University administers but does not control the details of the plan. In the event that the University or the Union becomes aware that Delta has made or will make changes in the cost or benefits provided under the plan, either party may convene a special conference to discuss how to handle such changes.

Sincerely,

Louis Lessem
Vice President and General Counsel

SUPPLEMENTAL LETTER OF AGREEMENT #4

August 1, 1999

Steven W. Patterson, Chief Negotiator
GEOC
Belcrest Hotel, Suite
5440 Cass Avenue
Detroit, MI 48202

RE: Library Privileges

Dear Mr. Patterson:

The Dean of the University Libraries has confirmed that beginning Fall semester 1999, graduate students will be afforded extended borrowing privileges. These privileges will allow graduate students to checkout circulating library materials from the date of checkout to the end of the current semester. Graduate students will need to request these privileges from the circulation desk attendant each time such materials are checked out.

The Dean of the University Libraries reserves the option to revisit this practice in the event that the new practice leads to unexpected access problems or other unforeseen difficulties.

Sincerely,

Louis Lessem
Vice President and General Counsel

SUPPLEMENTAL LETTER OF AGREEMENT #5

August 1, 1999

Steven W. Patterson, Chief Negotiator
GEOC
Belcrest Hotel, Suite
5440 Cass Avenue
Detroit, MI 48202

RE: Child Care

Dear Mr. Patterson:

By January 15, 2000, Wayne State University will create a new GSA position in the College of Education directed toward providing information and resources for graduate students regarding child care. These duties will include the following:

- (a) Compiling and making information available regarding child care on campus and in the community for graduate students;
- (b) Serving as a clearing house for graduate students who express an interest in sharing or exchanging child care services;
- (c) Examining other options as appropriate to assist in meeting child care needs of Wayne State University graduate students.
- (d) Conducting research that has been initiated by the College of Education related to child care issues.

The GSA will hold weekly office hours, during which time s/he will be available to consult and advise GEOC members, and regularly consult with GEOC in the development of information on childcare for graduate students. The GSA holding this position shall be compensated based upon the schedule appropriate to her/his discipline.

**Collective Bargaining Agreement
GEOC and Wayne State University
October 15, 1999
DRAFT**

In creating the position, Wayne State University is not undertaking to provide child care through the University itself or making any representation with regard to the quality or nature of the child care that may be made available. This position will remain in existence for the duration of this agreement unless shortened or extended by mutual agreement of the parties.

Sincerely,

Louis Lessem
Vice President and General Counsel

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