

# CONTRACT PLAIN AND SIMPLE

## Term of Agreement

This contract is valid from May 16, 2019, to May 15, 2023.

## Union Rights

GEU representatives are allowed a table at the Fall New TA Orientation and can present in the orientation room during the program. If the orientation format drastically changes, we have agreed to discuss alternative means for the GEU to interact with new TAs.

## Grievance Procedure

A grievance is a written complaint that alleges a violation of a specific part of this contract. Grievances can be filed either by individual employees or by the Union. Grievances must only involve one issue and should include a clear, concise statement of the nature of the grievance, the solution ("relief") you are seeking, the date(s) of the alleged contract violation, and the specific section of the contract involved.

You have the right to Union representation at any stage in the grievance process. Steps in the grievance process may be skipped if you and the employing unit involved both agree to skip them.

### Steps in the Grievance Process:

- **Informal step - No written grievance:**

If you believe a contract violation has occurred, you may request an informal meeting with your immediate supervisor or someone they designate to meet with you. If you request it, a Union representative can be present at this meeting. At this stage, no formal written grievance has been filed. If your complaint is not resolved, you can choose to file a written grievance and move to Step One.

- **Step One - File written grievance with employing unit:**

You have up to **40 days** to file a written grievance after the alleged contract violation occurs (not including time spent trying to resolve the issue using the informal step above). Exceptions to this 40 day timeline include:

- Grievances about hours of work disputes can be filed up to 40 days after the **end of the semester** in which the dispute occurred
- If it is being investigated by the MSU Office for Institutional Equity (OIE), a grievance related to the university's Anti-Discrimination Policy (including the Relationship Violence and Sexual Misconduct Policy) can be filed up to **60 days** after you have received the final investigation report from OIE.

Someone from the employing unit must meet with you (and your Union representative, if any) within **15 days** after receiving your written grievance and attempt to resolve the grievance. A written response to the grievance must be provided by the employing unit within **15 days** of that meeting.

- **Step Two - Appeal grievance to Provost:**

If you are not satisfied with the written response during Step One, the Union can appeal the response to the Provost (or someone they designate) within **15 days** of receiving the response. The same process and timeline is followed as in Step One in which you/the Union meet with the Provost/designee, then the Provost/designee provides a written response to the grievance within **15 days**.

- **Step Three - Appeal grievance to arbitration:**

If the grievance is not settled after Step Two, the Union has **30 days** to appeal the grievance to arbitration. Details about arbitration can be found in the [full version of the GEU contract](#).

## **Anti-Discrimination**

You cannot be discriminated against for any reason, including (but not limited to) the following: age, accent, color, gender, gender identity or expression, disability status, height, marital status, familial status, national origin, political persuasion, race, religion, sexual orientation, veteran status, weight, or union activity or membership, parental

status, pregnancy status, gender identity or expression, HIV antibody status, membership in any social organization, or any other factor irrelevant to your employment status or function. The Employer and Union are both subject to the University [Anti-Discrimination Policy](#), which includes the [Relationship Violence and Sexual Misconduct \(RVSM\) Policy](#).

Information on where to find these policies will be provided to all new TAs during orientation. You have the right to receive training on these policies that is tailored to graduate students. The Employer must offer at least one **in-person training opportunity** on anti-discrimination, harassment, and RVSM issues during your first year as a TA, such as during the New TA Institute. This training must at least include information on these policies as well as training on how to sensitively respond to disclosures of RVSM. An **RVSM resource guide** for graduate students can be found [here](#).

The GEU has the right to provide input on these policies, including equitable representation on any standing or ad-hoc university committees created to gather stakeholder feedback on policy revisions (e.g., the standing RVSM Policy Committee convened by MSU's Office for Civil Rights).

Retaliation for making a complaint or participating in an investigation related to discrimination or harassment (including RVSM) is forbidden. You may file a union grievance regarding discrimination, including experiences of relationship violence or sexual misconduct (i.e., sexual harassment or sexual assault). You **do NOT** have to involve the MSU [Office of Institutional Equity \(OIE\)](#) if you are filing a grievance related to discrimination. However, if you are filing a grievance related to RVSM, the Union is required to report information about your experiences (including your name and other details about what happened) to OIE under the Employer's [mandatory reporting policy](#). If OIE is involved in investigating a complaint related to a grievance, OIE's investigation must be completed before a grievance can move forward. However, **you have the right to receive timely updates from OIE on the progress of the investigation.**

### **Union Dues and Representation Fees**

Members pay dues at a rate of **1.6% of their salary** and have full voting rights and participation in the Union. Only Teaching Assistants can be full members of the Union, and legally the Union only represents Teaching Assistants. Historically, the administration has extended the benefits of the contract to Research Assistants as well, even though RAs can't be represented legally by the Union (due to Michigan state law).

The administration does so because if they didn't offer TA benefits to RAs, we would take action against them!

Though they can't be full members, RAs and those on fellowships are able to become associate members of the Union at a rate of \$40 per year. Associate members are also able to participate fully in the Union, and can take part in all decision-making processes except for voting to ratify a new contract.

## **Employee Rights**

As a TA at MSU, you have the right to:

- Borrow library books for at least 180 days
- Receive free materials necessary to teach the course you've been assigned (e.g. desk copies of books your student will be reading)
- Receive free usage, training, and support of the technology and office machinery (e.g. computers, printers, photocopiers) necessary for the course you've been assigned, and be reimbursed when you need to front the money
- Buy a parking permit that allows you to park anywhere south of the Red Cedar River and in the Brody Complex
- Access loading zones to transport materials for the course you've been assigned
- Receive reasonable access to the buildings needed for your work
- Be given a safe and confidential place to store final exams and grades
- Be informed of any change made to a grade you have assigned, and given a chance to offer suggestions for course improvement
- Have employee rates and policies for buying athletic tickets
- Have a mailbox and email account

## **Employment Period**

- Fall Semester: **August 16 to December 31**

- Spring Semester: **January 1 to May 15**

- Summer Semester: **May 16 to August 15**

As a TA at MSU, your department and/or supervisor cannot require you to:

- Complete personal tasks unrelated to scholarly work

- Conduct academic research unrelated to your teaching

- Prepare materials for courses outside the one you've already been assigned

## **Appointments**

Periods of appointment are generally semester to semester (see dates above), but they can be for up to a year or for a special limited purpose. Your letter of appointment will inform you of the dates, time fraction ( $\frac{1}{4}$  time,  $\frac{1}{2}$  time, or  $\frac{3}{4}$  time), and salary.

**Employees who do not receive their notification letter within five days of receiving a past due notice from the Dean of the Graduate School shall receive two weeks' pay from the employing unit.**

If the employing unit has employment opportunities after the re-appointment dates (below) have passed, they will maintain an applicant pool of qualified individuals who may be employed at a later date. The employing unit must tell you if you are in the applicant pool or not when asked.

Your employing unit must inform you whether you are being re-employed or not by the following dates:

**July 1st** for the following Fall Semester

**December 1st** for the following Spring Semester

**May 1st** for the Summer Semester (for Summer you will only be notified if you **are** going to be re-employed; they are not required to tell you that you are **not** being re-employed)

### **Job Security**

Employment continues until the point of appointment (specified in your appointment letter), and **you cannot be asked to work more than 3 days after final grades are submitted unless you have a special arrangement.**

You can be fired if you fail to remain in good standing with your program / degree requirements. If your job performance is ever deemed “unsatisfactory,” your job duties and pay may be reduced or you may be fired. The employer has to talk to you first before taking any action like this. If your employer decides your performance can be corrected, you’ll have a minimum of one week to do so before action is taken. If such a discussion takes place, a written summary will be made available to you upon request, and the Union can also request a copy of the summary.

The employer must have just cause to take any disciplinary action against you. You will be given advance notice of any investigatory review against you if possible, and you are entitled to Union representation at any disciplinary meeting. If any disciplinary action is taken against you, you’ll be given a copy of it. **If you are suspended or fired you can make an appeal following our grievance process, so contact the Union right away!** The grievance has to be submitted **within 15 days of the action** for you to be able to appeal.

### **Workload**

As a TA at MSU, your average workload should be **10 hours per week if you're a  $\frac{1}{4}$  time employee; 20 hours per week if you're a  $\frac{1}{2}$  time employee (the typical appointment); and 30 hours per week if you're a  $\frac{3}{4}$  time employee.** Employees are never expected to work on the university holidays of New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day following, Christmas Eve, and Christmas Day.

If you believe your workload is frequently more than the hours stipulated, you can request a meeting with your supervisor and/or the head of your department with union representation to discuss reducing your workload or increasing your appointment. Your supervisor and/or department also cannot require international students to work more hours than stipulated by their visas.

### **Standard Performance Requirements**

You are responsible for conducting yourself in a professional manner and following university policies regarding instruction. You must work under the direction and with the guidance of your faculty supervisor. If you are responsible for determining course/laboratory content, this content must be consistent with the official course descriptions, and you must clearly state course objectives, grading systems, and attendance requirements in the syllabus.

You are responsible for grading assignments and examinations with reasonable promptness, and for retaining final exams and grading records for at least one semester to allow for review by students. You must be present for your class at its regularly scheduled times and you should notify your supervising faculty advance if you will be absent. You are expected to keep office hours or make appointments available for individual or small group student meetings at times that are convenient for both yourself and students. You must also make reasonable efforts to respond to work-related emails.

Grades must be assigned according to the course syllabus and turned in by the deadlines set by your employing units. Employing units must communicate to you any new policies or changes in policy, standards of conduct, and penalties for violating these policies.

### **Training and Professional Development**

As a TA at MSU, you should receive both an employee orientation and training in the materials specific to the course you've been assigned. This includes training in course goals, grading policies, classroom and/or lab procedures, and safety measures related to operating lab equipment and handling hazardous materials. All required training, both at the outset of your employment period and throughout the semester, will be included as part of your hourly workload. If required training occurs more than one business day before your employment period begins, you should receive hourly compensation. Reasonable requests for additional training shall be granted.

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.

The Union may meet with the University up to twice a semester to discuss the need for further and improved instruction for TAs.

### **Professional Learning Communities**

The Union has secured \$1,500 in funds from the university to run a monthly Professional Learning Community series. This series focuses on: addressing the marginalization of TAs of underrepresented identities; navigating structural issues of race, power, privilege, and oppression; providing tools and strategies to be implemented in the classroom; helping TAs feel more confident and supported in teaching; and building a network of support and resources for you and your students.

For more information, contact Effat Id-Deen, the chair of the Union's Pedagogy Committee ([eiddeen@msu.edu](mailto:eiddeen@msu.edu)).

### **Stipends**

**Level one** employees are those with less than one year of experience. The minimum biweekly stipends for a level one employees are as follows:

**Level two** employees have a Master's degree/equivalent and/or two semesters' experience as a graduate assistant. Here are the minimum stipends for level two:

**Level three** employees are those who have a Master's/equivalent and have completed

at least four semesters of a graduate assistantship, though it may vary up to six by the college you are employed by, if that was founded in 2004 or prior.

**NOTE:** Experience to move up levels does not need to be as a teaching assistant! Being a research assistant or on a full support fellowship also counts.

### Schedule of Minimum Biweekly Stipends

	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>
<u>Level 1, 1/4 Time</u>	415	436	458	469
<u>Level 1, 1/2 Time</u>	830	872	916	938
<u>Level 1, 3/4 Time</u>	1245	1308	1374	1407
<u>Level 2, 1/4 Time</u>	459	482	506	519
<u>Level 2, 1/2 Time</u>	918	964	1012	1038
<u>Level 2, 3/4 Time</u>	1377	1446	1518	1557
<u>Level 3, 1/4 Time</u>	479	503	528	541
<u>Level 3, 1/2 Time</u>	958	1006	1056	1082
<u>Level 3, 3/4 Time</u>	1437	1509	1584	1623

## **Tuition Waiver**

Tuition waivers are given for nine credits in the Fall and Spring Semesters, and Five in the summer semester. Additionally, a **tuition waiver pool of 500 credits/year** has been granted in the contract, so if this waiver is insufficient, check [here](#) to apply for extra credits covered by the pool! The pool usually closes approximately a month and a half before the semester begins.

## **Employee Leave Time**

Medical Leave: Employer will maintain your pay for up to **two (2) months** of medical leave or to the end of the semester, whichever occurs first. This includes pregnancy and childbirth.

Adoption and Parental Leave: Non-birthing parents have up to **eight (8) weeks** of leave with the first week of which will be paid by the employer and the balance will be unpaid. Eligibility may not extend past the Employee's original appointment date end and leave must be requested in writing no less than **four (4) weeks prior to the start of leave**.

Bereavement Leave: Up to **three (3) days** of leave with pay for the death of an immediate family member. Additional time may be granted upon request.

## **Benefits**

You will receive a healthcare plan outlined by the Blue Care Network (BCN) that will wrap around through the summer, as long as you are employed in the Fall and Spring. **Coverage begins for you (and any dependents, if you enroll them) on the first day of employment. Your coverage is only discontinued if you take another benefits-eligible position at the university. However, you must re-enroll your dependents during open enrollment periods.**

So long as the University offers three subsidized office visits at Olin, one may be used as a general physical exam.

Prescription Drugs Co-pay is \$10.00 of generic, \$30.00 for preferred brand-name, \$60.00 for non-preferred brand-name drugs, and \$75.00 for specialty drugs.

MSU will subsidize Spouse/Other Eligible Individual/Dependent insurance at the following rate:

	Annual	MSU Cost*	Student Cost
<b>Student</b>	\$2,520	\$2,520	\$0
<b>Student with Spouse/OEI</b>	\$5,040	\$5,020	\$20
<b>Student with Spouse/OEI and 1 Child</b>	\$7,560	\$5,220	\$2,340

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<b>Student with Spouse &amp; all Children</b>	\$10,080	\$5,220	\$4,860
<b>Student with one Child</b>	\$5,040	\$5,020	\$20
<b>Student with all Children</b>	\$7,560	\$5,220	\$2,340

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Employees are responsible for dependent costs after the subsidy. Payments will be made through bi-weekly payroll deductions pre-tax for required enrollment (dental and medical care). Voluntary benefits will be paid through post-tax payroll deductions at a bi-weekly or monthly rate (decided by the university).

For more information, please visit the [\*\*Graduate Assistant Health Insurance at MSU\*\*](#)

Additionally, students may enroll in an optional Dental plan that is 50% covered by the University. Dental coverage, including spouses and dependents, is extended for the duration of the summer semester employment period. The only exception being a change of status by gaining another benefit-eligible position within the University.

### **DACA Letter of Agreement**

The University will meet with the GEU should there be any changes in immigration regulation or rule that will affect or disrupt the student members completing their degree program at MSU.

If DACA is repealed or fundamentally altered the university will (upon demand) to discuss continuation of the following: **employee role and tuition waivers for the remainder of the semester in which issues affected the student/employee.**

### **Distribution of the Collective Bargaining Agreement:**

- Only that which is proofread by both Employer and Union is valid in agreement
- Contract is on Employer's website and electronic copy is provided for the Union to distribute
- Employer does not need to produce paper copies of contract

### **Emergency Backup Dependent Care Letter of Agreement:**

GEU is included in the Emergency Childcare Program through the WorkLife Office, and the office has extended available hours.

You can find more information about the Program here:

<https://worklife.msu.edu/family-care/kids-parents/backup-care>

And find out more about the 2019-2020 updates here:

<https://worklife.msu.edu/news/updates-msu-backup-dependent-care-benefit-faculty-staff-and-students-2019-2020>

You can also [subscribe](#) to the WorkLife newsletter or the parent listserv to see other information that pertains to parents and the WorkLife Office

#### **Housing Letter of Agreement:**

- University and Union will meet at least once in the fall and once in the spring semesters to discuss housing needs of union members
- Meetings include up to 6 union representatives selected by the Union and 6 university representatives from Residence and Hospitality Services and/or Resident Education and Housing Services

#### **SEVIS fee Letter of Agreement:**

- \$200.00 SEVIS fee reimbursement for international employees

- Must request reimbursement from the Employer
- Reimbursement provided after completion of 4th term of employment
- University will only pay reimbursement once per employee
- Reimbursement requests effective only after enrolling in graduate program after May 2019 agreement (no requests for those who previously enrolled are valid)

### **Speak Test Letter of Agreement**

- Union representatives will meet with relevant university departments (English Language Center) at least once in the fall and once in the spring semesters
- Union will be involved in developing and improving the speak assessment tool and opportunities to relating to English language skills
- The goals are to eliminate testing biases, develop assessment feedback, increase accessibility to English-language courses, and increase transparency of language assessment as well as evaluation procedures

## **Teaching Assistant Evaluations**

Instructional rating reports are used in each course and submitted to the employing unit. These should not be the only way of evaluating an Employee's performance. Other forms may include teaching-observation evaluations.

Members of the employing unit may observe the employee teaching and the employee may request *in writing* that the employer observe the employee teaching. Employees can request discussion sections and lecture observations to be evaluated separately.

**Faculty supervisors must submit a formal written evaluation of each supervised employee at the end of each semester.**

Written evaluations will be placed in the employee's personnel record. These materials remain in the file until the employee's teaching role ends. After, the employee may request a copy of the record via written request.

Employees have the opportunity to comment in writing upon the ratings received and **can request to meet with the evaluator to discuss the formal evaluation.**

**Formal written evaluations should be completed by the employer within 30 days of receiving all relevant materials.**

