

GEU-MSU CONTRACT: PLAIN AND SIMPLE

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(Article numbers match up with full contract)

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Article 1: Term of Agreement

This contract is valid from May 16, 2024, to May 15, 2028.

Article 2: Definitions

1. Academic Matter – all of the activities related to the student’s program of study and progress in that program which specifically refer to the role as a student.
2. Day – Unless otherwise specified, the term “day” shall mean a calendar day.
3. Employee – A member of the bargaining unit.
4. Employer and University – The terms “Employer” and “University” are used interchangeably.
5. Faculty – includes tenure system ranked faculty, fixed-term ranked faculty and instructional Staff.
6. Full Support Fellows – Fellows with a financial support package analogous to the package of a graduate assistant (stipend and benefits).
7. GAANN - Graduate Assistantships in Areas of National Need.
8. In Good Standing – Meeting or exceeding the minimum standards officially defined in writing by the University; the relevant college, department, school and/or program; or defined by annual academic evaluation/progress reports; and guidance committee decisions.
9. Stipend and Salary – The terms “Stipend” and “Salary” are used interchangeably and refer to the total monetary compensation for completing all required course responsibilities.
10. Teaching Assistant – A Teaching Assistant (TA) is a graduate student whose assistantship appointment consists of teaching, classroom instruction, preparing handouts, monitoring examinations or performing other instructional activities.
11. Union – Graduate Employees Union Local 6196 / AFT-Michigan / AFT / AFL-CIO.

Article 3: Purpose and Intent

1. This Agreement has as its purpose the promotion of cooperative relations between the Employer and the Graduate Employees Union, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work, and other conditions of employment.
2. The parties recognize the interest of the Employer and job security of the Employees depend upon the Employer’s success in establishing a proper service to the public and especially to students of the University.

3. To these ends, the Employer and the Graduate Employees Union encourage cooperative relations between their respective representatives at all levels and among all Employees.

Article 4: Recognition

Michigan State University

-and-

Graduate Employees Union /AFT

Pursuant to authority vested in the Michigan Employment Relations Commission, **IT IS HEREBY CERTIFIED** that Graduate Employees Union /AFT has been designated and selected by a majority of the Employees of the above-named employer, in the unit described below, as their exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Included:

All graduate assistants at MSU appointed as Teaching Assistants

Excluded:

1. All graduate assistants appointed as research assistants
2. All graduate assistants appointed as Teaching Assistants:
 - a. Whose responsibilities are as Assistant Hall Directors and/or laboratory instructional responsibilities
 - b. Who supervise other graduate Teaching Assistants
 - c. Whose responsibilities are as graders who do not have direct classroom and/or laboratory instructional responsibilities
 - d. Whose responsibilities are to advise or consult and who do not have direct classroom
 - e. Whose responsibilities are to tutor and who are not employed primarily to assist students enrolled in a specific course
 - f. Who are GAANN fellows or others on similar state or federal training grants

- g. Who teach courses offered by the MSU Detroit College of Law

3. All other Employees.

Article 5: Employer Rights

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

- a. to determine the services to be rendered and the work to be performed by Employees
- b. all financial decisions, including all accounting, bookkeeping, and other record-keeping methods
- c. to determine the number and location of facilities, buildings, and rooms
- d. to determine its organizational and business structure
- e. to determine whether to transfer, contract or discontinue work and whether to purchase services
- f. to determine the necessity for work by Employees
- g. to discipline, suspend, or discharge Employees for just cause
- h. to determine the duration of employment.
- i. to lay off Employees from duty because of lack of work or for other business reasons
- j. to determine the amount and type of supervision
- k. to determine materials and equipment to be utilized by Employees and the methods and means by which work shall be performed and services provided
- l. to have any work performed at any other location; and,
- m. to determine the appointment fraction and the schedule of Employees upon appointment; and to determine the schedule of Employees.

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

- a. to hire, select, assign, reassign, reclassify, or promote Employees;
- b. to determine the number and qualifications of Employees
- c. to adopt and enforce policies, rules and regulations, including rules and regulations covering health and safety matters on University premises
- d. to determine quality and equitable performance standards;
- e. to determine the job content, allocation and assignment of work to Employees;
- f. to establish new job classifications and modify and eliminate existing classifications within the bargaining unit;
- g. to determine the duration and requirements of all appointments
- h. to determine class size
- i. to determine all academic policies, procedures, rules and regulations in regard to Employees' status as students, including, any matter relating to academic progress in a University educational program
- j. to make academic evaluations and determinations as to the fulfillment of degree requirements, including the relationship between work performance and progress toward degree requirements
- k. to determine program or course curriculum and content and style and mode of instruction
- l. to determine, require and provide appropriate training; and,
- m. to perform all other functions inherent in the administration, management, and control of the University.

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

Article 6: Union Rights

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. Our Union may conduct business on campus and has the right to request facilities and equipment as needed.

Equipment and facilities may have to be rented for a charge, unless it is processed through the GEU RSO

The University will provide our Union with 11 bulletin board spaces for the purpose of posting Union notices. Our Union may not post derogatory or defamatory material, and disputes over the appropriateness of flyers will be discussed within the relevant department. Issues will be resolved within 7 days following the dispute. We also have the right to distribute materials in University mailboxes and through electronic mail.

Article 7: Anti-Discrimination

You cannot be discriminated against for any reason, including (but not limited to) the following: age, color, gender, gender identity, genetic information, disability status, height, marital status, national origin, political persuasion, race, religion, sexual orientation, veteran status, or weight. 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, university employees are 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.**

Article 8: 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 are not represented by the Union, currently. The administration does so because if they didn't offer TA benefits to RAs, we would take action against them!

Right now, while RAs cannot join as full members, they can sign a card in support of forming a Research Assistant Union. Once we reach 51% of signed cards by RAs we can verify we have a majority and formally create a RA Union!

Article 9: 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 courses 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

Article 10: 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

Article 11: Appointments

Periods of appointment are generally semester to semester (see dates in Article 10), 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, if known.

Employees who do not receive their notification letter within five days of submitting 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)

Article 12: 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 must 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. Even if you aren’t sure if the meeting will be disciplinary, you can still bring Union representation if you think that it might be or might become disciplinary in nature. 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.

Article 13: Workload

The average workload for a TA should be **10 hours per week if you’re a ¼ time employee; 20 hours per week if you’re a ½ time employee (the typical appointment); and 30 hours per week if you’re a ¾ time employee.**

Your supervisor must be available at the beginning of each semester to discuss workload and potential duties for each appointment. Should your supervisor be made aware of potential workload changes that would lead to overwork they must notify the TA.

If you believe your workload is 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. The deadline for scheduling this meeting is business 10 days. Your supervisor and/or department also cannot require international students to work more hours than stipulated by their visas. If a solution is not found after a claim of overwork, TAs may file a grievance.

Employees are never expected to work on the university holidays of:

- New Year’s Eve
- New Year’s Day

- Memorial Day
- Independence Day
- Dr. Martin Luther King Jr. Day
- Labor Day
- Thanksgiving Day + the day after (Friday)
- Christmas Eve
- Christmas Day
- Winter Break days between Christmas and New Year's

See [Holiday Schedule](#) for details on the 2026 university holidays.

Article 14: Standard Performance Requirements

You are responsible for acting in a professional manner and following university policies regarding instruction. You must work under the direction and 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.

Article 15: 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.

Employing units will be encouraged to provide avenues for professional development. This 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.

Article 16: Teaching Assistant Evaluation

1. Where applicable, Employees shall use instructional rating reports in each course that they teach. Such reports will be designed in a way that reflects the duties assigned. These reports shall be submitted to the employing unit. Wherever practical, instructional rating reports shall not be the sole means for evaluating an Employee's performance.
2. The faculty supervisor of each course staffed by an Employee shall submit each semester to the unit administrator a formal written evaluation of each supervised Employee. After notifying the Employee, selected members of the employing unit may visit and observe the Employee teaching in the instructional setting. Additionally, upon Employee request in writing, the Employer may observe, when appropriate, the Employee teaching in the instructional setting. Information from these visits and observations shall be used in the evaluation.
3. Student evaluation of Employees, formal written evaluations, and any supplementary information shall be placed in the Employee's personnel record for use by the employing unit and the Employee in accordance with Section IV. This material shall remain on active file until the Employee's teaching role ends after which a copy of the record shall be provided to the Employee upon written request.
4. Evaluation material described in Sections I, II and III may be used in overall evaluations.

5. The faculty supervisor shall consider Employee requests to evaluate discussion sections separately from lecture sections.
6. Employees shall have the opportunity to comment in writing upon the ratings received and such comments shall be placed in the Employee's personnel record.
7. Upon Employee request, the evaluator shall meet with the Teaching Assistant to discuss the completed formal evaluation
8. The Employer shall provide the Employee with a copy of the formal written evaluation within thirty (30) days of the receipt of all relevant materials.

Article 17: Additional Employment

1. An Employee whose primary employment is with Michigan State University may appropriately maintain additional employment either within or outside of MSU.
2. Such Employees will ensure that additional employment does not interfere with their employment responsibilities at MSU.

Article 18: Employee Leave Time

Medical Leave: Employer will maintain your pay for up to eight (8) weeks of medical leave or to the end of the semester, whichever occurs first. This includes pregnancy and childbirth. TAs are responsible for contacting their supervisors to make absence arrangements. Additional unpaid leave may be arranged.

Adoption and Parental Leave: Non-birthing parents have up to eight (8) weeks of leave with the first four (4) weeks of which will be paid by the employer and the last four (4) weeks 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.

Jury Duty: Must provide proof of service to your supervisor, and pay will continue as usual. If duty continues past 2 weeks, you must submit court pay to adjust/balance your stipend.

Medical Dispute: The employer may request a medical examination that they must pay for by the office of the university physician. If the employee is unsatisfied with the exam, they may submit a report from a physician of their choosing. Charges for the second exam may also be

reimbursed. If the employee is unsatisfied with the 2nd exam they may request a 3rd one at a physician recommended by the 2 previous physicians.

Pending results, the TA may be placed on paid leave. If they are found in favor than the time off will not be charged against their leave time and will receive any loss of pay due to the examinations. If not found in favor, TAs must submit return to work forms for future employment.

Article 19: Stipends

You are owed a minimum stipend for your work. See the below table on minimum biweekly stipends. Note that the first and last paychecks are prorated based on the number of days in your appointment:

Schedule of Minimum Biweekly Stipends:

Levels	Appointment Fraction	2024-2025	2025-2026	2026-2027	2027-2028
Level 1	¼ Time	\$537	\$564	\$581	\$598
	½ Time	\$1074	\$1128	\$1162	\$1197
	¾ Time	\$1610	\$1691	\$1742	\$1794
Level 2	¼ Time	\$594	\$624	\$643	\$662
	½ Time	\$1188	\$1247	\$1284	\$1323
	¾ Time	\$1782	\$1871	\$1927	\$1985
Level 3	¼ Time	\$619	\$650	\$670	\$690
	½ Time	\$1238	\$1300	\$1339	\$1379
	¾ Time	\$1857	\$1950	\$2009	\$2069

Your employee level is based on years of experience and/or academic progress. The contract defines levels for employees as such:

Level 1: Less than 1 year of experience as a graduate assistant* or on fellowship, and have not earned a Master’s degree (or equivalent)

Level 2: Have earned a Master’s degree (or equivalent) and/or have more than 2 years of experience as a graduate assistant* or on fellowship in the employing unit**

Level 3: Have earned a Master's degree (or equivalent) AND have completed a minimum number of semesters as a graduate assistant* for the employing unit or a similar department, for a minimum number of semesters as written in the employing department's graduate handbook (4 if not defined); the minimum number of semesters cannot be more than 6.

***You do NOT have to be a TA for this experience to count towards a level**

****Time spent on fellowship outside the department employing you may count based on your department's policy**

You are not an hourly employee. Your pay is not based on the number of hours you work in any given week. While you are expected to work an average number of hours per week, your pay should remain consistent (minus prorated first/last paychecks) for the entire semester.

Your pay can only be reduced for disciplinary reasons. If you are facing a disciplinary pay cut, please contact the GEU!

Article 20: Tuition Waiver

As part of all TA appointments, tuition waivers are automatically given for **nine (9) credits** in the Fall and Spring Semesters, and **five (5) credits** in the Summer semester. This means that, if a TA is taking this many credits or fewer during each semester, their tuition will be covered by the University.

Additionally, the union has been granted a tuition waiver pool of 500 credits/year in the contract, meaning that 500 additional credits can be covered by the union. If the standard tuition waiver is insufficient (i.e., if you are planning on taking more than nine credits in the Fall/Spring or more than five in the Summer), check [here](#) to apply for extra credits covered by the pool and to check the application due dates! In order to be eligible, you must be a TA during the semester for which you are applying. If you have any additional questions, reach out to the tuition waiver team at tuition@geuatmsu.org.

Article 21: Benefits

You will receive a healthcare plan outlined by Aetna 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, like staff, at the University. However, you must re-enroll your dependents during open enrollment periods. New changes:

Prescription Drug Coverage:

1. Prescription Drugs Co-pay is \$10.00 for generic, \$30.00 for preferred brand-name, \$60.00 for non-preferred brand-name drugs, and \$75.00 for specialty drugs.
2. Primary Care/Mental Health Care costs include a \$15 co-pay per visit after you have reached the annual deductible (\$125 for an individual or \$250 for a family).
3. The annual out-of-pocket maximum for individuals is \$1,500 for in-network providers and \$2,300 for out-of-network providers.

The following Changes were made August 16th, 2024:

1. Employees may be seen by any preferred (in-network) primary care provider.
 - b. The Employee will be responsible for a \$15 co-pay per visit after satisfying annual deductible
2. The per-illness or per-injury cap shall be unlimited for office visits.
 - c. There is no lifetime maximum benefit for mental healthcare coverage.
3. Coverage for Medical Charges shall be 95% for Preferred Care Providers and 80% for Non-preferred Care Providers
4. Covered Preventative Services shall include one annual gynecological exam (including laboratory costs) and mammography when recommended, with no age limit.
5. So long as the University offers three subsidized office visits at Olin, one of the three physician office visits at Olin subsidized by MSU may be a general physical exam. Employees seen at Olin Health Center shall not pay a deductible for visits conducted at Olin.
6. Preferred Care Physician's office visits, including mental health care benefits shall include:
 - a. Unlimited visits per year
7. The annual cap on prescription drug coverage shall be unlimited.
8. The annual deductible for Preferred Care Providers shall be \$125 for an individual and \$250 for a family.
9. The out-of-pocket maximum for individuals, including prescription drugs, shall be \$1,500 for Preferred Care Providers and \$2,300 for Non-preferred Care Providers
10. There will be no exclusions for pre-existing conditions.
11. The Employer will notify Employees when they leave the bargaining unit of options for continuing healthcare coverage.
12. If it is discovered that an Employee was eligible for the University health

plan and did not waive coverage, enrollment will be retroactive to the first day of eligibility and all claims will be reprocessed by the insurance carrier.

13. The Employer will ensure that comprehensive information about health care benefits, including dates of coverage, is available via its HR website.

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

	Annual	MSU Cost*	Student Cost
Student	\$2,520	\$2,520	\$0
Student with Spouse/OEI	\$5,040	\$5,020	\$20
Student with Spouse/OEI and 1 Child	\$7,560	\$5,220	\$2,340
Student with Spouse & all Children	\$10,080	\$5,220	\$4,860
Student with one Child	\$5,040	\$5,020	\$20
Student with all Children	\$7,560	\$5,220	\$2,340

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).

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.

Disputes with insurance carriers will not result in registration holds, library holds, disenrollment or other actions that may impact Employee's academic status or employment, except in the case of overdue healthcare payments to the University.

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

Article 22: Personnel records

1. Only documents that pertain to employment and/or job performance will be included in an Employee's personnel record.
2. An Employee, with a Union Representative, will have the right up to three (3) times annually to review their personnel record upon request. They have the right to receive a copy of all of their personnel record, with the cost of duplicating the information being paid by the employee.
3. An Employee shall have the right to place a written response to any evaluation contained in their personnel record. They will be provided a copy of any written materials placed in their personnel file. If there is disagreement with information within a personnel record, removal or correction may be mutually agreed upon by the Employer and the Employee. If not, the Employee may submit a written statement which is added to their personnel file and explains the Employee's position. The statement shall not exceed 5 sheets of 8 ½ - inch by 11 inch paper. *****PLEASE NOTE***** there are no other guidelines in the contract which stipulate what can constitute this statement, so dream big!
 - a. Letters from other individuals who can speak to the situation (other faculty, staff, &c.)
 - b. Receipts, timecards, or any other records which can be used to dispute measured data
 - c. Historical accounts of issues that may have arisen or other impactful issues (E.G. MSU owned equipment is not repaired for a period of time, affecting the speed at which someone graduates)

Article 23: Health and Safety

Adequate first aid equipment shall be provided at appropriate locations. The Employer shall furnish and maintain such equipment as is necessary for the safe completion of Employee duties. In the event that job duties require eye protection for the Employee(s), the Employer shall furnish appropriate equipment for this purpose. In the event that job duties require the use of respiratory equipment by the Employee(s), the Employer shall furnish appropriate equipment for this purpose. The Employer shall pay for medically required vaccines and/or other medications, as determined by the Employer, in the performance of Employee duties in teaching assignments outside the United States.

Article 24: No Interference

1. The Union, through its officials, will not cause, instigate, support or encourage, nor shall any Employee take part in, any concerted action against or any concerted interference with the operations of the Employer, such as the failure to report for duty, the unexcused absence from work, the stoppage of work, or the failure, in whole or in part, to fully, faithfully and properly perform the duties of employment.
2. If the Union, through its officials, disavows in writing any such action, the Employer agrees that it will not file or initiate any action for damages against the Union or its officials.
3. The Employer agrees that during the life of this Agreement there will be no lockout.

Article 25 Special Conferences and Consultations

1. Arrangement:
 - a. Special Conferences on issues of mutual interest to Employees and the Employer may be arranged between the Union designee and the designee of the Employer. Such conferences shall not be used as a replacement for, or circumvention of, the Grievance Procedure.
2. Scheduling:
 - a. Arrangements for such conferences shall be made in advance by the submission of a written agenda identifying matters to be discussed. The meeting shall be scheduled within fourteen (14) days of the submission of a written agenda unless both parties agree to delay the meeting.
3. Such conferences shall be between up to a maximum of five (5) representatives of each party. More may attend by mutual agreement of the parties.
4. It is understood that any matter discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of this Agreement, or the rights of either the Employer or the Union under the terms of the Agreement.
5. Consultations
 - a. The Office of Employee Relations shall meet with the GEU representatives bimonthly to discuss enforcement of specific provisions of this Agreement or issues related to the administration of the Agreement.
 - b. The Dean of the Graduate School shall meet with the GEU representatives at least once per semester to discuss mutually agreeable matters.

Article 26: Grievance Procedure

A grievance is a written complaint alleging a violation of a specific part of our contract. Grievances should be filed by the Union on behalf of the member, and crafted with the help of the Member.

Grievances should be clear, concise statements relating to the nature of the violation, must concern only one issue, and include the solution (“relief”) being sought, 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 and every stage in the grievance process. Steps in the formal 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. If requested, 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). This is not something you write by yourself! The Member Defense Committee will help with this. In fact, the university is required by the contract to notify the union once a written grievance has been received and “no further discussion shall be had on the matter until a Union representative has been given an opportunity to be present.” 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](#).

Appendix B: Letters of Agreement

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.

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:

1. \$350.00 SEVIS fee reimbursement for international employees
2. Must request reimbursement from the Employer
3. Reimbursement provided after completion of 4th term of employment
4. University will only pay reimbursement once per employee
5. 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.

Personal Observance Days

Employees will be able to use **two (2)** Personal Observance Days each contract year. Personal Observance Days allow Employees to observe religious, cultural, or personal holidays that are not recognized by the University. Employees shall notify their supervisor of their intent to use Personal Observance Day(s) at least **seven (7) days** in advance of when the day(s) will be used. Employees are not required to provide documentation regarding their reason for taking Personal Observance Days. Supervisors maintain discretion in approving such requests based on departmental needs but are encouraged to be supportive and flexible with an Employee's personal observance day request.

Special Conference to Discuss Interim Measures

In the event that an Employee is involved in an Office of Civil Rights and Title IX Education and Compliance (OCR) investigation as a claimant, and this investigation directly impacts the Employee's teaching appointment, the Union may request a special conference with the

University to discuss interim measures. This conference will in no way interfere with OCRTIX investigations.