

**Collective Bargaining Agreement**

between

**Wayne State University**

and

**The Graduate Employees Organizing Committee-  
American Federation of Teachers**

**September 7, 2018 – February 28, 2021**

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## **ARTICLE I: DEFINITIONS**

### **A. GEOC**

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

### **B. Union**

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

### **C. University**

By "University" this agreement shall refer to Wayne State University.

### **D. Employee**

By "Employee" the agreement shall refer to any member of the bargaining unit covered under the terms of this agreement.

### **E. Employer**

By "Employer" this agreement shall refer to Wayne State University.

### **F. Change In Job Titles**

It is understood that represented graduate Employees shall not find their job titles changed by the University without the express consent of the GEOC.

### **G. Day**

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

### **H. Year**

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

### **I. Department**

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

## **J. Semester**

By “semester” this agreement shall refer to any term of the academic year during which courses are offered at Wayne State University.

## **K. In Good Standing**

The term “in good standing” means maintaining satisfactory academic standing in a Wayne State University graduate degree program and shall be defined by the Graduate School and the enrolled department, program, and/or other academic unit. If Employees are hired outside their enrolled programs, they will be required to meet the definitions of satisfactory academic standing of the Graduate School and the enrolled program. The application of these definitions shall be consistent for all GTAs and GSAs.

## **ARTICLE II: UNION RECOGNITION**

Wayne State University recognizes the Graduate Employees’ Organizing Committee (GEOC)/American Federation of Teachers 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, or forensics coaches; 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, 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. 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.

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 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.

Should the Union choose to perform a job classification analysis of graduate students who may be doing work performed by GTAs and GSAs, but who do not hold the job title of GTA or GSA, the University shall provide information requested under FOIA and/or PERA according to the timeframes outlined in FOIA.

The University will furnish a report to the Union, no later than September 5, September 30, January 20, February 15, May 15, and June 5 including a full list of courses being offered that semester, listed with College/Department, course name, section, name of the primary instructor (instructor of record), number of students enrolled, and the meeting time and location of the course. In addition, it will provide a report by College/Department of the assignment of any other Graduate Teaching Assistants and Graduate Student Assistants who may not be listed as instructor of record. The reports listing such GTAs and GSAs shall include the Banner ID and access ID for each Employee listed. The University shall further provide by department (where available) and otherwise by unit the aggregate number of employees in each of the following part-time classifications: Student Assistant, Research Assistant, and Instructional Assistant. The list shall be limited to those employees currently enrolled in graduate programs.

### **ARTICLE III: GRIEVANCE/ARBITRATION PROCEDURES**

#### **A. Definition**

A grievance is defined as a complaint, claim, or dispute arising under and during the term of this Agreement. Grievances are limited to matters of interpretation or application of express provisions of this Agreement except those provisions that are specifically excluded from the grievance procedure.

Any individual member of the bargaining unit, at any time, may present a grievance and have the grievance adjusted if the adjustment is consistent with the terms of this Agreement.

#### **B. Representation**

A Union Representative may represent an aggrieved Employee(s) as provided in Section C-F. The Union shall, upon the request of the Employer, provide the Employer with the names and email addresses of the Representatives designated for that purpose and shall report any changes to the Employer.

#### **C. Informal Procedure for Handling Grievances**

Prior to filing a formal grievance, a potential grievant may ask for a meeting to discuss a complaint, claim, or dispute with their immediate supervisor and/or a departmental or program administrator, in order to facilitate a prompt resolution. The member presenting the complaint, claim, or dispute under this informal procedure may, at the member's option, invite a third-party observer to attend the meeting with their immediate supervisor and/or a departmental or program administrator.

The scheduling and occurrence of the informal meeting will occur no later than 10 business days after the original request.

Any adjustment under the section (III.C) must be brought to the attention of the Associate Provost for Faculty Affairs by electronic mail and communicated by electronic mail to the

Union within 10 business days.

In the event that the complaint, claim, or disputer is not resolved satisfactorily in this discussion between the potential grievant and the immediate supervisor and/or a departmental or program administrator, the potential grievant may file a formal grievance. The grievance procedure shall be held in abeyance for the time required for the scheduling and occurrence of the informal procedure.

#### **D. Group Grievances**

A grievance may be filed jointly by an individual member of the bargaining unit and by an authorized representative of the Union with the consent of the individual. Group grievances which have department-, School-/College-, division-, or bargaining-unit-wide effect may be filed by the Union at the appropriate step of the procedure provided that no grievance may be submitted to Impartial Arbitration by the Union, unless specifically provided for elsewhere in this Agreement.

#### **E. Procedure for Disputes over Employee Classification**

1. In the event that the Union and the Employer do not agree as to whether an Employee has been properly classified and the Employee's classification would be determinative of whether the Employee is a member of the bargaining unit, either the Union or the Employer may require the convening of a special conference to discuss this matter.
2. Should the special conference fail to achieve resolution on the matter, either the Employee or the Employer may request that a determination as to the Employee's appropriate classification be made by the Wayne State University Classification and Compensation Department.
3. The determinations made by special conference and Classification and Compensation shall be binding as to the status of that Employee for so long as that Employee continues in the same position, but shall be non-precedential with respect to other Employees. Such determinations shall be subject to grievance.
4. If the matter remains unresolved, grievance procedures may be initiated at Step III (see section F, below).

#### **F. Grievance Procedure, General Provisions**

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

**STEP ONE:** An Employee or one designated member of a group of Employees, having a potential grievance in connection with their employment must take the matter up with the department/unit graduate director (or equivalent) within 30 business days following reasonable knowledge of the facts giving rise to the grievance. The graduate director (or



equivalent) shall respond to the Employee's request for a full presentation of the disagreement within 14 business days. At the Employee's option, a third party may be present at such a discussion. In the event that the meeting cannot be scheduled because of the unavailability of the graduate director (or equivalent) or in the event that the graduate director (or equivalent) does not respond to the Employee within the aforementioned time period, the Union may proceed to Step Two.

**STEP TWO:** If the matter is not resolved at Step One, a formal grievance shall be submitted in writing to the Department Chairperson (or equivalent level of supervisor or designee) within 15 business days of the Step One meeting. The written grievance must set forth the basis of the grievance with reasonable particularity, including a designation of the Article(s) of the Agreement relied upon and the remedy requested. Within 10 business days of receipt of the grievance, the Department Chairperson shall conduct a meeting between the aggrieved employee(s) and the relevant supervisor(s) at a mutually agreeable time. The Department Chairperson shall provide the GEOC and grievant(s) a written response to the grievance within 15 business days of the meeting. If the Department Chairperson fails to respond within 15 business days, the grievance shall be remanded to Step Three at the Union's Option.

**STEP THREE:** If the matter is still unresolved, the grievance shall be appealed by the Union's designee to the Associate Provost for Faculty Affairs within 30 business days of the Step Two answer. The Associate Provost for Faculty Affairs shall conduct, within the next 15 business days and at a mutually convenient time and place, a meeting for discussion of the grievance between the grievant and, up to three Union-appointed representatives and the Associate Provost for Faculty Affairs and, up to three additional University representatives. Additional representatives of the parties may participate by mutual agreement. A written answer shall be given by the Associate Provost for Faculty Affairs to the grievant within 15 business days of the meeting.

## **G. Impartial Arbitration**

A grievance, as defined in Section A, which is not resolved at Step Three may be submitted to arbitration by the Union, provided that written notice of intent to arbitrate is received by the Associate Provost for Faculty Affairs within 30 business days following receipt by the Union of the Step Three answer. Such notice shall identify the grievance, set forth the provision(s) of the Agreement involved and the remedy desired.

Following the written notice to the Associate Provost for Faculty Affairs, a representative of the Employer and a representative of the Union shall meet or otherwise contact one another to select an arbitrator. If an arbitrator is not selected within 10 business days of the written notice, the Union, within the next 10 business 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 not be an Employee of the Employer or of the Union, nor be a member of the American Federation of Teachers (AFT).

1. Either the Employer or the Union or both shall notify the Arbitrator of selection and upon acceptance shall forward to the Arbitrator a copy of the grievance, the Employer'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 Employer 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.
2. Upon receipt of the communication, the Arbitrator shall fix the time and place for hearing the issue or issues submitted for decision.
3. At the time of the arbitration hearing, both the Employer and the Union shall have the right to examine and cross-examine witnesses.
4. Upon request of either the Employer or the Union or both, a transcript of the hearing shall be made and furnished to the Arbitrator with the Employer and the Union having an opportunity to purchase their own copy. The part 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.
5. At the close of the hearing, the Arbitrator shall afford the Employer and the Union a reasonable opportunity to furnish briefs if either party requests the opportunity.
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.
7. The standard of evidence in misconduct cases shall be the civil standard of a preponderance of the evidence.
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.
9. The fees and expenses of the Arbitrator shall be split between the Employer and the Union. The expenses of, and the compensating for, each and every witness and representative for either the Employer 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 20 business 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 Employer, the Union, and the employee or employees involved.

12. The provisions of the Section do not prohibit the Employer and the Union from mutually agreeing to expedite arbitration of a given grievance or grievances.

#### **H. Time Limits on Appeals**

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 Employer.
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 except as set for 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.
5. Whenever time limits are used in these Articles, an actual verified receipt, time-stamped email, or a postmark, if mailed, will control.

#### **I. Grievance-Related Employer-Employee Relationship**

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

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

### **ARTICLE IV: LAYOFF AND REASSIGNMENT**

#### **A. Definition**

The term "Layoff" shall refer to any situation in which an Employee's appointment is

terminated due to lack of work (including class cancellation) or the termination of funding for the Employee's position (or multiple positions as determined by the Department Chair).

## **B. Class Cancellation and Procedures for Reassignment**

In the event that an assigned class has been cancelled due to inadequate course enrollment and all other appointment possibilities in the department have been exhausted, first priority will be given to finding the Graduate Employee another instructional assignment appropriate to the Employees' experience and expertise. If such an assignment is unavailable, the Employee will be offered a non-instructional Graduate Teaching Assistant assignment or a Graduate Student Assistant position. In such a case the salary, tuition waiver, and benefits for the specified period shall not be less than that specified in the original written job offer. If the proposed non-instructional Graduate Teaching Assistant or Graduate Student Assistant duties are unacceptable for whatever reason, the Employee may, at his or her choice, decline the appointment. Employees who elect to decline an appointment to Graduate Student Assistant duties shall be provided a severance payment equal to ten percent (10%) of the salary originally offered in lieu of the appointment. An Employee who elects not to accept appointment as a Graduate Student Assistant must do so in writing within two weeks of the date the appointment as a Graduate Student Assistant is tendered.

## **C. Notice of Layoff**

### Fall and Winter Semesters

Employees shall be provided in writing two weeks' notice of layoff except in cases of emergency where advance notice is impossible, in which case Employees shall be provided with a severance payment equal to fifteen percent (15%) of the salary originally offered in lieu of notice of layoff. The Employer will, whenever possible, give to the Employee in writing two weeks' notice of any position change. In cases where two weeks' notice is not possible, the notice will still be given in written form.

### Spring/Summer Semester

Employees offered teaching appointments in Spring, Summer, or Spring/Summer (see Article XII.D) shall be provided, in writing, at least two weeks' notice of layoff except in cases of emergency where advance notice is impossible. If notice of layoff is given thirteen (13) days or less before the first class day of the half-term or term, the Employee shall be provided a severance payment equal to two weeks of the salary originally offered in lieu of notice of layoff and at least two credits of tuition waiver to be used within four terms from date of notice.

## **ARTICLE V: GRADUATE ASSISTANT RIGHTS**

### **A. Records**

At the request of an Employee, the Employee will be permitted to review records pertaining exclusively to their employment and maintained in a personnel file by a department or unit or by the Division of Human Resources, as permitted by law.

## **B. Texts**

Departments will make reasonable arrangements for Employees to obtain texts required to teach any class free of charge to the Employees. Any instructional materials required by the department chair or designee for a course being taught by the Employee or required of students taking the course, will be provided or made available at no cost to the Employee. Whenever practicable, these arrangements will be made in a reasonable amount of time for classroom preparation.

## **C. Office Space and Access**

A department or unit will provide a desk or work surface for an Employee as necessary for the fulfillment of the Employee's work obligations and ensure that all Employees receive relatively equitable desks or work surfaces in conformity with department resources. If an Employee is required to hold office hours, suitable space will be provided to fulfill this requirement. An Employee's department or unit shall make arrangements for the Employee's access to their office and to the building containing that office. It is understood that the department chair or dean will determine office space and access in conformity with departmental resources. 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. Whenever practicable, at least one receptacle shall be available for every Employee. No more than five Employees shall be required to share a mail receptacle.

## **D. Supplies/Equipment**

Adequate supplies, duplicating, collating, and other office machinery (e.g., photocopier, computers, printers, etc.) shall be made available by the employing department or unit without charge to an Employee to the extent required by their employment obligations. Such supplies and equipment shall be kept reasonably up to date and functional. Telephone access will be made available without charge for purposes directly related to the Employee's employment obligations in conformity with departmental resources.

## **E. 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. In the event that a grade change is requested

by the student, the department chair shall consult with the Employee before making any grade changes.

#### **F. Extended Library Borrowing Privileges**

Employees will be afforded extended borrowing privileges and will be permitted to check out circulating library materials from the date of checkout to the end of the current semester.

#### **G. Job Duties**

Employees shall have the right to make suggestions for improvements and to offer alternative views in courses in which they are employed. Appropriate technology, technological support, and training that are necessary for the performance of an Employee's duties, as determined by the Employer, will be provided at no cost to the Employee.

Under normal circumstances, the Employer shall not request or require work duties other than those related to the primary duty of the graduate teaching assistant or the graduate student assistant. Such work includes, but is not limited to, assigning Employees primary duties that are clerical in nature (answering phones, acting as a receptionist, typing, filing), but does not include such clerical work that is part of the Employee's primary job responsibilities (preparing an exam, Xeroxing course handouts, etc.). In extraordinary circumstances, the Employer may make reasonable requests for additional assignments. The Employee has the right to question – without negative consequences – the necessity for such additional duties and may refuse to perform them.

### **ARTICLE VI: UNION RIGHTS**

#### **A. Union Meetings on Campus**

The Union will be permitted to schedule and hold meetings on campus, at no cost to the Union. Requests for such space shall be made through standard University procedures.

#### **B. Employee Information**

Twice per semester (a semester being defined for these purposes as beginning with the first day of classes), the University will provide to the Union, at no cost to the Union, a report listing all known current Employees who are represented by the Union as of the date of the report. The first report will be issued no later than September 1 for Fall Semester and January 15 for Winter Semester. The second report will be issued no later than September 15 for Fall Semester and January 30 for Winter Semester.

This report shall include the following elements, if available, in comma delimited format:

1. Employee name
2. Banner ID number

3. Annual salary
4. Appointment Classification Name
5. Appointment Department Name
6. Employee Email Address
7. Contract Begin Date
8. Contract End Date
9. Employee Campus Address
10. Employee Campus Phone
11. Employee Mailing Address
12. Employee Phone Number
13. Dues/Fees Deduction Status
14. Date of birth
15. Domestic/International Status
16. Aggregate number from each nation of origin
17. Aggregate number by gender

The University will send the report via email as a file attachment to a message to an email address designated by the Union.

The Union shall retain all information in confidence and disclose that information only to those whose Union duties require them to have such information.

Annually, by the end of the spring/summer semester, the University will provide the GEOC with aggregate cost information on represented Employees, broken down into tuition, stipend, and the estimated cost of the University contribution to health care and dental benefits.

### **C. GEOC Postings on Campus**

1. The University will provide the Union with access to five digital or non-digital locations for postings pertaining to GEOC affairs. By the beginning of the first week of classes in the Fall term, an authorized representative(s) of the GEOC and the Associate Provost for Faculty Affairs will agree upon a plan for the types and location of these postings. The GEOC agrees to go through existing procedures for postings and to maintain the postings over the course of the contract year. The Union may post information and notices on any of the enumerated topics below:
  - a) The date, time, and location of all GEOC events.
  - b) Notices of upcoming elections of officers in labor organizations in which GEOC members are eligible to vote.
  - c) The results of all elections and popular votes in labor organizations in which GEOC members are eligible to vote.
  - d) Information pertaining to changes in the GEOC, AFT, and AFL-CIO constitutions and by-laws.
2. The Union and the University agree that in no case will the Union post libelous material about the University, its departments, or any Employee of the University.

3. In the event that a dispute arises concerning the appropriateness of material posted on a Union bulletin board, the President of the Union will be advised by a designated University official of the nature of the dispute and the notices will be removed until the parties meet at a Special Conference.
4. Any dispute arising as a result of posted material shall be addressed at a Special Conference (as per Articles XVIII of this contract) no more than seven days following the dispute. The parties will make every effort to resolve the dispute.

#### **D. Union Use of the University Mail System**

The Union shall be permitted to distribute materials pertaining to Union business through the University mail system up to 24 times per semester, shall have reasonable access to the University electronic mail system, and shall be granted the same access to the departmental mailboxes available to departmental employees in the bargaining unit.

#### **E. Contracting of Services**

The Union shall be permitted to contract for University duplicating, printing, audio-visual, photographic, and computer and food services and such other services as may be contracted for by other campus organizations.

#### **F. Union Time at GTA Orientation**

The Employer shall provide the Union with at least two weeks' notice of any orientation to be held for new Employees by the Graduate School and shall consult with the Union regarding the organization of the orientation. Upon the Union's request, the Union will be afforded 30 minutes' time for speaking and distribution of information pertinent to Union Business at this orientation, and this will be a recommended session for the new Employees. The Employer will also provide space for the Union at the location of GTA Orientation during registration.

#### **G. Communication**

The Employer will, by the end of the first full week of each term, send an e-mail to all department chairs and graduate directors generally summarizing the terms and conditions of this agreement and referencing the location of the agreement on the University web site.

#### **H. Work Study Participation**

The University and the Union agree that there can be educational benefit in the assignment of a work study student to the Union. Accordingly, the Union will be permitted to apply for and employ a work study student, in the same manner as any other external employer. The Union agrees that it will abide by all conditions generally applicable to the employment of work study students, and agrees that the student will not perform duties prohibited to work study students.



## **I. University-Wide Committee Appointments**

An Employee will be named to each of the following committees, provided that the AAUP-AFT is also willing to have an Employee on the committee. The Employee will be chosen through a procedure, which will be developed by the GEOC and will not serve as the already designated student member in committees which are so constituted. Committee members will be non-voting, but will be welcome to participate otherwise in the mission of the committee. The committees are as follows:

- President's Award for Excellence in Teaching Selection Committee
- Faculty Promotion and Tenure
- General Education Oversight Committee

## **J. GSA Service Learning Opportunity**

The University will provide release time for a GSA who serves as the Union's Contract-Implementation Officer. The GSA will be assigned to work under the Director of Labor Studies, the Dean of the Law School or the Dean of the Graduate School. The GSA will be provided fifteen (15) hours per week from their GSA duties to perform this work. The Union and the University will designate one employee for this position.

## **K. Parking**

The GEOC may receive two (2) master parking gate cards (for the regularly assessed faculty/staff fee), which the GEOC agrees will be used for official GEOC business only.

## **ARTICLE VII: JOB SECURITY**

### **A. Duration of Employment**

It is understood that the minimum term of appointment for any graduate Employee is one semester.

### **B. Discipline for Unsatisfactory Performance or Serious Misconduct**

1. The Employer shall not discipline or terminate any non-probationary Employee without just cause during the term of their appointment.
2. The parties to this agreement understand that cases of serious misconduct may warrant discipline or termination without a prior written warning.
3. In cases of unsatisfactory employment performance, and where misconduct is not serious, the matter will be discussed with the Employee before any disciplinary action is taken.

4. The Employee will be provided with at least one written warning prior to other disciplinary action or termination.
5. Whenever possible, the Employer shall give the Employee advance notice of its intent to hold an investigatory interview (i.e., a formal interview where there is a significant chance that the interview will lead to disciplinary action). An Employee shall be entitled to the presence of a Union Representative at an investigatory interview if the Employee requests one.
6. If the Employer determines that the existing situation can be corrected by the Employee and is of such a nature that correction is appropriate, the Employee will be given not less than one calendar week from date of discussion to make the correction before further action is taken.

### **C. Written Summary of Termination Decision**

In the event that an Employee is terminated for unsatisfactory employment performance, including cases of misconduct, the Employee will be provided with a written notice of the termination. A copy of the termination notice, including a summary of the reasons for the termination, will be provided to the Employee and the Union within seven calendar days from the date of termination.

### **D. Challenges to Discipline and Termination Decisions**

1. The Union recognizes the University's right to carry out its management functions with regard to discipline and terminations subject only to those limitations as are enumerated in this contract.
2. Any non-probationary Employee who feels that he or she has been terminated or disciplined unfairly shall not in any case be barred from challenging the termination or disciplinary action through the channels provided in Article III of this Agreement, beginning at Step Two of the Grievance Procedures.

### **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 Employee conduct are in place, and what the penalties, if any, are for violations of work rules.

3. If a department has instituted work rules, it is required to distribute written or electronic copies to GEOC Employees by the first day of the Employee's contract (Fall, Winter or Spring/Summer). GEOC Employees will be notified 10 business days in advance about changes to work rules.
4. 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 them.
5. Every department of the University shall provide to the Union, upon request, a written copy of its work rules at no cost within five business days of the request.
6. Work rules inconsistent with this Agreement are subject to grievance challenges.

#### **F. Probationary Period**

1. There shall be no probationary period for Graduate Teaching Assistants.
2. The Probationary period, during which discipline, including termination, is not subject to grievance challenge, shall apply only to Graduate Student Assistants and shall begin with the first day of employment and end on that same date four months later. An Employee shall not serve more than one probationary period under this contract. Any Employee terminated during the probationary period under this contract. Any Employee terminated during the probationary period, who nonetheless completes their coursework for that semester, will not be required to reimburse any tuition or university fees already paid on their behalf as a condition of employment.

#### **G. Remediable Violations**

In the event that an Employee is given notice that they has violated a work rule, is performing poorly, or is otherwise in a position to incur disciplinary action against themselves, 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 they have to remedy the situation and what means, if any, need to be taken in order to do so.

### **ARTICLE VIII: EMPLOYEE DUTIES**

#### **A. Professionalism**

It is understood that Graduate Employees are engaged in professional activities.

## **B. Determination and Explanation of Duties**

The department in conjunction with the represented Employee's immediate supervisor and/or a departmental or program administrator shall determine the required duties of the Employee. The represented Employee's immediate supervisor and/or a departmental or program administrator shall discuss these duties with them at the beginning of the semester.

## **C. Workload**

1. The time required for the successful fulfillment of a represented Employee's assignment shall not exceed approximately 20 hours per week over the course of the semester. Only duties actually assigned to the Employee in their capacity as an Employee and performed by the Employee shall be taken into consideration.
2. For the purpose of determining a represented Employee's prospective workload, there shall be a rebuttable presumption that an assignment not exceeding eight credit hours as instructor of record, or not exceeding 12 hours of laboratory supervision, or not exceeding three discussion section administrations shall not exceed 20 hours per week.
3. Before the beginning of each academic semester (Fall, Winter, Spring/Summer), the Graduate Director and/or a departmental administrator will identify any programmatic fluctuations (actual or potential) negatively affecting the GTA workload of 20 hours per work over the course of the semester. The Graduate Director and/or a departmental administrator will notify Employees of any such fluctuations before the beginning of the term, if at all possible. Graduate Employees are encouraged to consult with their immediate supervisors, Graduate Directors, and/or a departmental or program administrator regarding the distribution of and anticipated fluctuations in workload during the Employee's period of appointment.

## **D. Formal Resolution of Workload Issues**

1. Claims of excessive workload shall be resolved through the grievance procedure outlined in Article III. 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 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.
  - b) 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.
  - c) 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.

- d) If substantially similar duties are performed by other Employees in similar courses within an average of 20 hours per week, the presumption shall be that the assignment is not excessive.
- e) In evaluating workloads, it must be taken into consideration that workloads must allow students to progress towards their graduate degrees.
- f) No resolution of a workload dispute involving a GTA who is an instructor of record may conflict with the Department's published guidelines and criteria. A resolution of a workload dispute involving a GTA who is not an instructor of record must show due respect for the academic prerogative of the professor responsible for the course, 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.

#### **E. 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 Employer may defer the meeting for up to five business days.
2. Any meeting rescheduled under this section of this agreement shall take place within five business 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.

#### **F. Exemptions**

Forensics coaches that do not teach but do travel as a requirement of their appointments are exempt from hourly workload limitations in this contract.

### **ARTICLE IX: INITIAL EMPLOYMENT AND REEMPLOYMENT**

#### **A. Notification**

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:

1. Duration of appointment
2. Term of appointment
3. Salary
4. Benefits
5. General description of duties
6. Library Privileges
7. Names and telephone numbers for questions regarding benefits and department services
8. That the terms of employment related to wages, hours, and working conditions are governed by the Collective Bargaining Agreement between the University and the GEOC/AFT. A copy of the Agreement may be obtained via the Graduate School web site ([www.gradschool.wayne.edu](http://www.gradschool.wayne.edu)). The Graduate Employees' Organizing Committee (GEOC) Dues/Service Fee Card may be submitted either with your employment contract or directly to GEOC.

#### **B. Time of Notification for Reemployment**

To the extent practicable, the University shall inform Employees of the decision to reemploy or not reemploy by:

1. June 15 for those employed beginning in fall semester
2. December 1 for winter semester
3. If the Employee is not notified of non-renewal by July 1 for the fall semester or December 15 for the winter semester, then the Employee shall receive 15% of promised pay in lieu of notice and at least two courses of tuition waiver for the next regular length semester of coursework if taken within one year of the violation of non-renewal.

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

#### **C. Posting**

Each hiring department will post hiring information on its web site, on the department bulletin board, or in an equivalent location. By April 30, each hiring department will also send a written or electronic copy of the posting to all current graduate students in the department.

This posting, at a minimum, will state:

1. Availability of assistantships;
2. When available;
3. Due date of applications;

4. Where application materials may be obtained;
5. Contact information regarding inquiries;
6. Date by which hiring decisions will be made;
7. Non-discrimination statement, including statement on sexual harassment;
8. Hiring criteria.

Each department shall provide to the Union, upon request, a written or electronic copy of its posting at no cost within five business days of the request.

If a department or employing unit does not offer a reappointment on the basis of less than satisfactory academic progress toward the degree, the department/unit must inform the student of this in writing, citing the criteria for satisfactory academic progress that have not been met.

The department or hiring unit will send a notice to each candidate for a GTA or GSA position of its hiring decision within five (5) working days after the final decision has been made, if at all possible. Unsuccessful candidates for reappointment who wish to obtain additional information regarding the hiring decision shall have the right to make an appointment with the department chair or graduate director.

#### **D. Coverage Under Summer Hire**

1. The parties agree that if a GTA employed during the winter semester is employed to teach during the subsequent spring/summer semester, it shall be through an appointment as a GTA, consistent with normal policies as related to summer semester assistantships, represented by the GEOC, compensated at summer GTA rates as provided in this contract.
2. The parties agree that while other individuals employed during the summer are free to associate and to belong to GEOC as they may choose, GEOC does not represent those individuals when they are employed in non-represented positions, subject to other terms as provided in this contract.
3. Any Employee who has been employed as a member of the bargaining unit in the Winter Semester under the provisions of this Agreement and is employed in a like position for the immediately subsequent Spring/Summer semester shall be entitled to up to two credits of tuition during the summer (subject to the limitations set out in Article XVII).
4. The University agrees that it will not discriminate against individuals who have chosen to belong to GEOC in hiring decisions for non-Union employment during the summer.
5. It is expressly recognized and agreed that except as expressly provided herein wages paid for summer employment are not governed by the terms of this Agreement and, except as set out in this agreement, Spring/Summer employment

of other than GTA shall not be otherwise governed by the provisions of this Agreement.

6. The presumption of an average 20 hour work week does not apply to summer hire. Workloads are calculated instead by the number of credits taught consistent with calculations made for Part Time Faculty members.

#### **ARTICLE X: NON-DISCRIMINATION**

- A.** Wayne State University and the GEOC (Graduate Employees' Organizing Committee – American Federation of Teachers) recognize an obligation and reaffirm by this Agreement their commitment to achieve equal employment opportunity, non-discrimination, and non-harassment within the University. Accordingly, it is agreed that, consistent with University policies, the University and members of the bargaining unit shall not discriminate or harass on the basis of race, color, veteran status, height, weight, ethnicity, religion, creed, political affiliation, political beliefs, membership in any social or political organization, national origin, ancestry, marital or parental status, age, gender, gender identity or expression, pregnancy, sexual orientation, disability, or HIV status, of those capable of performing their professional duties. The preceding list is illustrative but not exhaustive. Nothing in this section shall be construed to prohibit Wayne State University from the application of bona fide occupational qualifications as may be appropriate or from taking such measures as may be permissible by law, to protect the health and safety of the University community.
- B.** Employees who believe that they have been subject to discrimination in violation of this article may choose to pursue their claim either through the University's internal discrimination process administered by the Office of Equal Opportunity or through the grievance procedure of this Agreement. The initial choice of one of these two internal procedures is binding as to the discrimination aspect of any claim and prohibits the filing or processing that same discrimination claim through any other internal procedure. An Employee may first attempt to resolve their claim informally with their immediate supervisor and/or a departmental or program administrator without invoking the grievance procedure. If the Employee proceeds through the grievance procedure, the grievance will begin at Step Two as set forth in Article III of this Agreement.
- C.** The Parties agree that neither the University nor Union shall directly, or indirectly, discriminate against any Employee with respect to hours, wages, or any terms, or conditions of employment by reason of such Employee's membership in the Union, such Employee's participation in any activities of the Union or collective professional negotiations with the University, or such Employee's institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- D.** There shall be no retaliation or discrimination against employees for the exercise of their rights under this Agreement.



## **ARTICLE XI: BENEFITS**

### **A. Medical Insurance**

1. Medical Insurance shall be available to all Employees covered by the terms of this contract through those providers with which the University contracts in order to make insurance available to members of the American Association of University Professors. Such insurance shall provide coverage to the Employees and their spouses and dependents to the same extent as it is provided to members of the American Association of University Professors.
2. New Employees should choose one of the University's medical insurance plans at the time of employment. Dependents may be enrolled at the university group rates within 30 days of the Employee's effective date of hire. In the event that the Employee fails to apply for medical insurance or enroll their dependents within the first 30 days, they will be eligible at the next open enrollment period or, for such plans as permit this, on the first day of the month following 90 days after filing written notice of application.
3. Before the end of the fourth week of the Fall semester, the University will determine if any Bargaining Unit Employee has not enrolled in health insurance or has not taken cash-in-lieu of medical and dental insurance (XI.C below). The University will inform such individuals in writing via email to the employee's access ID email address that they have no coverage and offer the Employee the option of either enrolling in health and dental insurance or taking the cash-in-lieu option. The University's liability under this section, Article XI.A.3, is limited to informing employees of their enrollment status. Employees' failure to enroll in medical and dental coverage or electing cash-in-lieu of coverage following notification of their enrollment status is not subject to grievance under this agreement.
4. At any time during the academic year, if it is discovered that an Employee does not have insurance even though the Employee enrolled in an approved insurance plan and has verification from the University, and has not taken cash-in-lieu of insurance, the Administration will pay all covered medical and dental expenses that the Employee may have incurred-after the Employee had enrolled and during the time that the Employee was without coverage as well as any applicable tax penalties incurred as a result of not having health insurance coverage. All Employee-paid premiums for the remaining months of the academic year will be deducted proportionately from remaining paychecks.
5. 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 they are actively at work on their regular schedule.

6. Employees who have been employed in the winter semester and who have prepaid for spring/summer semester medical and dental benefits are entitled to continued medical and dental benefits during the spring/summer semester.

## **B. Dental Insurance**

All Employees covered by this contract and who obtain medical insurance through the Employer shall receive the same dental insurance provided to persons represented by the American Association of University Professors-American Federation of Teachers, provided that medical and dental coverage levels must match, i.e., family-family, or single-single.

## **C. Cash-in-Lieu of Medical and Dental Insurance**

An Employee who forgoes coverage under both the University medical and dental plans may choose to receive \$60 per month in lieu of these insurance benefits, effective after submission to the Office of Total Compensation and Wellness of all required documents. If the Employee is covered under a Wayne State University medical or dental plan (either as an Employee or dependent), the bargaining unit member shall not be eligible for the monthly payment.

An Employee who elects the cash-in-lieu benefit may enroll in dental coverage at 100% of the University cost.

An Employee who chooses not to be covered under University insurance plans and who subsequently desires such coverage will be required to wait for such coverage until the next enrollment period or, for such plans as permit this, the first day of the month following 90 days after filing written notice of application. Exceptions may be made under the following circumstances:

1. The death of a spouse or other person with whose insurance the Employee maintains coverage; or
2. The Employee's divorce from their spouse or separation from their domestic partner, if the Employee maintained coverage under their spouse's or domestic partner's medical insurance and if such divorce or separation would result in the Employee's loss of medical insurance.

## **D. Vision Care**

The Employer shall provide vision care insurance to all bargaining unit Employees who are enrolled in WSU medical insurance plans as described in the contract between the Employer and the carrier. The Employer shall subsidize the cost at the rate of 50%.

## **E. Mental Health**

All Employees will receive access to the University Counseling and Psychological Services (“CAPS”) program and to the University’s Employee Assistance Program (“EAP”), and to all of the benefits those programs provide (as adjusted from time to time), so long as those programs continue to be offered.

## **F. Sick Leave**

### **1. Graduate Teaching Assistant 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 with respect to graduate teaching assistants has proven to be of benefit to all parties, and desire to maintain that policy.

Accordingly, the parties agree not to adopt formal language governing sick leave, but to continue prior practice within College and Departments/Units. 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.

### **2. Graduate Student Assistant Leave**

Graduate Student Assistants are entitled to three (3) days per semester of sick leave while on contract. One of these days annually may be used for personal leave day, which must be scheduled in advance with the concurrence of the GSA’s supervisor. A Graduate Student Assistant must notify their immediate supervisor and division or department chair as soon as possible, and not later than the morning of any day in which they are taking a day of sick leave.

## **G. Bereavement Leave**

In the event of the death of an Employee’s spouse or an Other Eligible Person; 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 seven calendar days.

## **H. 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 compensation 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.

## **I. Immigration Procedures**

Should an Employee be unable to meet work duties because they are compelled to participate in immigration procedures, such an absence shall be treated the same way as an absence caused by illness or injury. The Employee shall provide the University with written verification from the involved governmental agency including times and dates relevant to the absence. This verification will not be placed in the Employee's electronic personnel form. No unit immigration procedures shall violate the language of this Article (XLI).

## **J. Child Care**

Employees shall be given priority for admission to the University's child care programs for up to five dependents of Employees each year, so long as the University operates these programs, provided that Employees are eligible for the programs and comply with all of the applicable rules, regulations, and deadlines, and pay all required tuition and other fees.

## **K. Employee Parental Leave of Absence**

A qualifying Employee may be granted a Parental Leave of Absence immediately following the birth or adoption of the Employee's child.

At its discretion, the Department may assign the Employee's duties to another employee or may retain a substitute employee to perform the Employee's assigned duties during the period of leave. The substitute employee may or may not be a member of the bargaining unit. Following the Parental Leave, the Employee will be restored to his or her previously assigned job and responsibilities whenever feasible. If the Department determines that the Employee's return to his or her previously assigned job duties would unreasonably disrupt its normal operations, the Department may modify the Employee's job assignment for the remainder of the appointment period.

The following provisions shall apply to the Parental Accommodation Period:

General Provisions

1. Parental Accommodation Period should not exceed six (6) weeks and will be taken within the first six (6) weeks of the child's birth or beginning the day an adopted child joins the family of the Employee.
2. During this period, the Employee should be excused from his or her regular duties.
3. The Parental Accommodation Period shall not exceed the Employee's previously scheduled appointment end date.
4. An Employee must request a Parental Leave of Absence in writing no less than four weeks prior to the scheduled start of the Leave. Because the specific start date of the leave may not be known in advance, the Employee may satisfy this requirement by notifying their supervisor of the anticipated date of birth or date the adopted child joins the family.
5. If both parents of a child are qualifying Employees, the aggregate number of weeks of leave shall not exceed six (6), and the aggregate number of weeks of paid leave for both Employees as described below shall not exceed six (6) weeks.

#### Salary and Tuition Waivers

1. During the Parental Leave salary will be continued for the first six (6) weeks of leave.
2. The University will continue to provide all regular Employer contributions to the Employee's health and/or dental benefits during the entire Parental Leave of Absence.

The Employee's tuition waiver, shall continue during the Parental Accommodation Period as long as the Employee otherwise continues to be a student in good standing in their graduate degree program as defined herein.

#### **L. Scheduled University Closure**

Graduate Student Assistants who are scheduled to work on days when the University is closed due to previously scheduled university holidays will not be required to make up that time by working additional hours.

#### **M. Parking**

Employees shall pay no more than the established student parking rates for daily parking or per semester parking passes. Employees may purchase a faculty/staff parking assignment at the established faculty/staff rate if they wish to do so.

**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 at or above the minimums defined below. Salary adjustments under the foregoing provisions are not subject to grievance.

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

Physical/Life Sciences  
Social Sciences and Humanities

**C. Wage adjustments for 2015-2018**

Effective the first day of each fall semester for the duration of the contract, GEOC Employees will receive compensation as shown below. The following sets out minimum annual compensation for each discipline category:

	2018-19	2019-20	2020-21
Physical/Life Sciences	\$20,166	\$20,792	\$21,436
Social Sciences & Humanities	\$19,267	\$19,967	\$20,686

**D. Spring/Summer Compensation for GTA Employees**

GTAs employed to teach during the summer will be compensated at least at the following minimum amounts: \$893 per credit hour for spring/summer 2019, \$915 per credit hour for spring/summer 2020, \$938 per credit hour for spring/summer 2021. GTAs employed to teach during the summer, and who have had non-GTA teaching assignments in seven or more previous terms, will be compensated at least at the following minimum amounts: \$1,082 per credit hour for spring/summer 2019, \$1,109 per credit hour for spring/summer 2020, \$1,137 per credit hour for spring/summer 2021.

**E. Overpayments**

In the event that an Employee is overpaid by the University, such Employee is required to repay the University the amount of the overpayment in a reasonably timely fashion.

It is understood that, following notice to the Employee, and where no dispute exists as to the overpayment or as to the amount owing, the University may recoup the overpayment by deducting the maximum amount available at law from the Employee's wages until the overpayment has been paid. Nothing contained herein shall preclude the parties from

making alternate arrangements to repay the amount owing; nor does this Agreement, nor any action taken by the University pursuant to this article serve as a waiver of any right, entitlement or ability to pursue such lawful remedies as it may have either singly or in combination, or preclude the University from pursuing any of its collection rights at law.

#### **F. Under, Late, and Non-Payment**

The University will make every reasonable effort to compensate members of the bargaining unit accurately and according to the University's published payroll calendar. If an Employee advises the Union of a situation where the University deviated from either its published payroll schedule or the salary specified by the Employee's Letter of Offer, either the Union or the affected Employee shall inform the Employee's employing department and then, if necessary, the Associate Provost for Faculty Affairs, to remedy the issue informally before invoking the contract's grievance procedure. The grievance timetable shall be on hold while such efforts at informal remedy are actively underway.

Upon being informed of the late payment and/or payment in the incorrect amount, the University will take prompt action to determine what happened. If the cause was an oversight by the University, the University will take prompt action to provide the money owed to the Employee. If the cause was an oversight by the Employee, the Employee and the University will promptly work together to correct the situation. Once corrected, the University will promptly provide the money owed to the Employee.

### **ARTICLE XIII: UNION DUES**

#### **A. Union Dues and Service Fees**

During the term of this Agreement, the Employer agrees to deduct regular Union dues or service fees on a bi-weekly basis from the salary of each Employee who authorizes such deduction in writing in accordance with a standard form which is mutually developed by and acceptable to the Employer and the Union. If an Employee does not authorize either deduction (i.e., Union dues or a service fee) then no deduction will occur.

Employees within the bargaining unit who do not authorize a deduction for Union dues may pay a service fee to the Union. During the term of this agreement, the Employer agrees to deduct a service fee on a bi-weekly basis from Employees who have provided written authorization of deduction. The amount of the service fee shall not exceed the amount of dues assessed, and shall be determined by the members of the Union in accordance with the constitution and by-laws of the Union.

The Employer shall not be responsible for the deduction of regular Union dues or service fees for any period of time when the Employee is not employed as or does not have earnings as a member of the bargaining unit. In the event that the payroll deductions are processed incorrectly for an Employee, the Employer shall be responsible for correcting the error within 10 business days of being informed of the error by either the Employee or the Union. The Employer shall also be responsible for collecting (through withholding) the missed or

incorrect dues from the Employee for (1) the current semester and (2) the immediately preceding semester, for an Employee still being paid as an Employee, provided that withholding of past dues shall in no event reduce an Employee's take-home pay below zero.

**B. Remission and Reporting**

The Employer shall deduct Union dues or service fees on a bi-weekly basis. The Employer shall furnish the Union, by email sent out no later than five business days after the pay date, an Excel spreadsheet listing all dues and fees deducted for the pay period from every employee in the bargaining unit.

A check for all dues and fee deductions for a given month, payable to the Union, shall be mailed to the Union office no later than the tenth of each following month. The amount of dues or service fees collected each pay period will be set at a level such that by the pay period following the end of each semester, the Employee will have paid the full amount of dues or service fees for that semester.

The Employer shall also furnish the Union with photocopies of dues and/or service fee forms reflecting a change in authorization.

**C. Deduction Authorization Card**

**GRADUATE EMPLOYEES' ORGANIZING COMMITTEE (GEOC)  
UNION MEMBERSHIP / VOLUNTARY FAIR SHARE CARD**

Name: \_\_\_\_\_  
Employing Department: \_\_\_\_\_  
Enrolled Department: \_\_\_\_\_  
WSU Banner ID: \_\_\_\_\_  
WSU Access ID: \_\_\_\_\_  
Email Address (not @wayne.edu): \_\_\_\_\_  
Phone Number: \_\_\_\_\_

The contract negotiated by the GEOC and the University allows Employees receiving benefits from the contract to pay either Union Dues or Fair Share Fees. The GEOC is the legal collective bargaining unit for all Graduate Teaching Assistants (GTAs) and Graduate Student Assistants (GSAs) at WSU. This means the University is obligated to bargain a contract with us concerning our pay, benefits including tuition waivers, and working conditions. The GEOC also represents any GTA or GSA in grievances regarding their employment. Union membership allows you to participate in all levels of the Union's decision-making processes, including voting. To become a member you must check the box marked "Union Dues."

Please Check One:  
Union Dues (Full Member)\_\_\_\_\_



Fair Share Fee (Non-Member)\_\_\_\_\_

Signature of Employee\_\_\_\_\_

Date of Signing \_\_\_\_/\_\_\_\_/\_\_\_\_

Please return by US, or campus, mail to: GEOC, 5057 Woodward, Ste. 3303, Detroit, MI 48202

**If you do not return this card, no payroll deductions will take place.**

Revised August 2018

#### **D. COPE Deduction**

The Employer, upon written authorization from the Employee, will deduct voluntary contributions to the Union's COPE fund from the Employee's monthly paychecks. The amount to be deducted shall be that amount designated by the Employee in a voluntary written authorization. This amount is to be a continuing monthly deduction until such time as the Employee requests cancellation of the COPE deduction in writing. An Employee whose status is temporarily discontinued (excluding summer term), shall, upon return, complete a new COPE authorization form. The sum of all monies so deducted shall be remitted to the Union in the month following the deduction, together with a list of employees from whom the voluntary contributions were deducted and the amount deducted from each.

#### **E. Indemnification**

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

### **ARTICLE XIV: DURATION**

- A.** This Agreement shall remain in full force and effect from a period beginning thirty days after notice of its ratification is provided to Wayne State University until February 28, 2021 and thereafter for successive periods of one year until either party shall, on or before the 90<sup>th</sup> day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, amend, renegotiate, or change this Agreement. Such notice shall have the effect of terminating this entire agreement on the expiration date, unless a continuance is agreed upon in writing and of opening all aspects of this Agreement to renegotiation, unless a limitation is agreed upon in writing. Such written notice shall be sent by registered or certified mail to the other party. The notice to the Employer shall be to the Associate Provost for Faculty Affairs. The notice to the Union shall be to the Union President.

- B.** It is understood that during the semester in which the Agreement is ratified, the compensation per semester and average workload over the semester shall be computed over the entire semester, regardless of the effective date of the Agreement. The probationary period for any Employee who is employed during the semester in which the Agreement is ratified shall be deemed to have started as of the date when the Employee began work.

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

The Employer shall be responsible for the printing and distribution of this agreement. The Union will receive 250 copies. The Employer agrees to distribute (electronically) copies of the agreement to all Employees, to make publicly available on the web a copy of this agreement just as it does the AAUP-AFT contract, and to publish a link to the GEOC webpage on the same webpage where there is a link to the AAUP-AFT webpage.

#### **ARTICLE XVI: HEALTH AND SAFETY**

##### **A. General Obligations of Employer and Employee**

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

##### **B. Labor /Management Cooperation**

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

##### **C. Equipment**

1. Adequate first aid equipment shall be provided at appropriate locations.
2. The Employer shall furnish and maintain such equipment as is necessary, in the Employer's judgment, for the satisfactory completion of Employee duties. Employees are responsible for reporting any unsafe equipment, and for the proper use of tools and equipment furnished by the Employer. For purposes of this section, "tools and equipment furnished by the Employer" shall include equipment furnished by third parties, or by the Employee.

3. In the event that job duties require eye protection for the Employee(s), the Employer shall furnish appropriate equipment for this purpose.
4. In the event that job duties require the use of respiratory equipment by the Employee(s), the Employer shall furnish appropriate equipment for this purpose.

#### **ARTICLE XVII: TUITION, SCHOLARSHIP, AND FEES**

The University will provide each Employee with a tuition scholarship for up to 10 hours of graduate credit during each fall and winter semester he or she is employed. The tuition scholarship may only be used for graduate courses that are on the Employee's approved academic plan of work and/or for courses authorized by the Employee's academic advisor and graduate director to be relevant to the Employee's graduate degree. The University will also pay the omnibus fee and the registration fee associated with this tuition scholarship. However, the scholarship will not provide payment for assessments related to undergraduate and audited courses and credits unless they are part of an approved Plan of Work or when not withdrawn in accordance with University practices.

GEOC Employees with international status who begin their graduate programs in the years covered by this agreement will receive reimbursement of their University per-term SEVIS fees as described in this Article (XVII). Application must be made through the Office of the Dean of the Graduate School no later than the end of the eighth week of the fall, winter, or spring/summer semester of the academic year in which it was paid. It is understood that if funds are available for spring/summer tuition scholarships for GTA and GSA Employees, those funds may be utilized for the University per-term SEVIS reimbursement. Each year, by the end of the spring/summer semester, the University will provide the Union with the total amount of money reimbursed for University SEVIS fees.

GEOC Employees with international status who begin their graduate programs in the years covered by this Agreement will also receive reimbursement of their one-time Federal SEVIS fee (I-901) upon application as described in this Article (XVII). The employee must remain a student in good standing for one (1) year from the beginning of their program of study and must be a student in good standing at the time of application for reimbursement. The Employee also must have been a member of the bargaining unit for one (1) year and must be a current member of the bargaining unit in good standing at the time of application for reimbursement. Application must be made through the Office of the Dean of the Graduate School no later than the eighth week of the fall semester. The amount paid by the University reimbursement of the Federal SEVIS fees for GTAs and GSAs will not exceed \$10,000 per academic year, to be distributed equally among all qualified applicants up to the full amount of the Federal SEVIS fee. Any remaining funds from the allotted \$10,000 shall be carried over to subsequent academic years to a maximum fund of \$15,000 per academic year. Each year, by the end of the spring/summer semester, the University will provide the Union with the total amount of money reimbursed for Federal SEVIS fees as well as the number of qualified applicants and number of total applicants.

GEOC Employees who begin their graduate programs in the years covered in this Agreement will receive up to eight (8) \$40.00 reimbursements of their payment plan enrollment fees for Wayne State University Housing and Residential Life for the Fall and/or Winter semesters of their first,

second, third, or fourth years. The Employee must be in good academic standing the semester application is made, and must also be a GEOC Employee in good standing that same semester. Application must be made through the Office of the Dean of the Graduate School by the end of the eighth full week of classes in the Fall or Winter semester. In the application, the Employee must provide fully paid receipts for the current semester WSU Housing payment plan enrollment fee. It is understood that if funds are available for spring/summer tuition scholarships, those funds may be utilized for the reimbursement of the payment plan enrollment fees for WSU Housing. Each year, by the end of the spring/summer semester, the University will provide the Union with the total amount of money reimbursed for WSU University Housing payment plan fees for GEOC members.

The implementation of the reimbursement process of both the University SEVIS fees and Federal SEVIS fee (I-901) and the reimbursement process of payment plan enrollment fees for WSY Housing and Residential Life shall be done with mutual agreement between the Employer and the Union in accordance with this article.

The University will provide a tuition scholarship for the non-resident portion of tuition for any graduate courses that are on the Employee's approved academic plan of work for credits taken beyond the 10 credit scholarship. For purposes of this article only, a plan of work shall be deemed to have been "approved" when it has received the written approval of the departmental graduate officer or the chair of the department.

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

## **ARTICLE XVIII: SPECIAL CONFERENCES**

### **A. Arrangement**

Special conferences on issues of mutual interest to Employees and the Employer may be arranged between the Grievance Committee Chairperson and the Employer designee. Such conferences shall not be construed as a replacement for, or circumvention of, the grievance procedure, but the grievance procedure shall be held in abeyance for the time required for the scheduling and occurrence of the special conference.

### **B. Scheduling**

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

### **C. Composition**

Such conferences shall be between representatives of the Employer and a maximum of five representatives of the Union. More may attend by mutual agreement of the Parties.

## **ARTICLE XIX: TRAVEL AND LODGING**

### **A. Travel as Part of Employment**

When Employees are authorized to travel as part of their employment, they will be reimbursed for such travel and lodging expenses consistent with the University determined policy as set forth in the Administrative Policies and Procedures Manual.

### **B. Professional Development Travel**

Employees are eligible to apply for the Graduate Student Professional Travel Award program, so long as that program remains in place, per that program's rules and regulations.

## **ARTICLE XX: EMPLOYER RIGHTS**

A. The Employer and the Union expressly agree that, except as specifically abridged by this Agreement, all powers, rights and authority of the Employer are reserved by the Employer, and that the Employer retains sole and exclusive control over any and all matters concerning 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:

1. to determine the type and kind of services to be rendered and the work to be performed by Employees covered by this Agreement;
2. to make all financial decisions, including decisions concerning all accounting, bookkeeping, and other record keeping methods and procedures;
3. to determine the number, location, or relocation of facilities, buildings, and rooms;
4. to determine its organizational and business structure;
5. to determine whether to transfer, or contract, discontinue work and whether to purchase services from others;
6. to determine the necessity for work by Employees;
7. to discipline, suspend, or discharge Employees for just cause;

8. to determine the duration of employment as set forth in the Employee's most recent letter of offer;
9. to lay off or relieve Employees from duty because of lack of work or for other reasons;
10. to determine the amount and type of supervision;
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, and instruction 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, provided that where a new classification or a modified job description would result in a represented Employee becoming unrepresented, the Employer shall act only after consulting with the Union;
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;
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.

C. The Employer and the Union agree that nothing contained in the description of Employer rights set forth in A and B waives the Union's right to collectively bargain mandatory subjects of bargaining.

#### **ARTICLE XXI: SCOPE OF AGREEMENT**

- 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, except where otherwise indicated within this agreement, 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.

- 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 and the overarching concern of both parties is the successful completion of the Employee's academic program, the Employee may engage in such additional employment outside of Wayne State University as is permitted by this Article.

Any outside employment must be undertaken with the understanding that the first obligation and commitment is to Wayne State University, and such outside employment shall not interfere with the 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 institution of higher learning or be otherwise employed outside of the University for greater than 20 hours per week without consulting with their departmentally-recognized academic advisor and receiving a signed confirmation of such consultation from said advisor in advance. An Employee may not use Wayne State University course materials, curricula, or other materials in any outside employment.

Upon the request of his/her department chair or graduate advisor, 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 (if requested) shall be submitted once per semester, and shall be due on the seventh week of each semester. The report must be requested prior to the sixth week of the semester.



### **Supplementary Letter**

The University and the Union agree that whenever practicable the tuition scholarship payments should disburse sufficiently promptly as not to adversely affect loan disbursement. The University and the Union will work together towards achieving this goal.

March 25, 2015

Ms. Tara Forbes, Lead Negotiator  
GEOC-AFT, Local 6123  
5057 Woodward Avenue, Suite 3301  
Detroit, MI 48202

Dear Ms. Forbes:

It is agreed that, at the conclusion of the current contract negotiations, a 2N committee shall be formed to review issues regarding international graduate assistants whose performance of teaching or staff duties is delayed or impeded by immigration proceedings in their respective home nations.

The committee shall comprise three (3) members selected by the Union and three (3) members selected by the University. Meeting times and locations will be determined by mutual agreement of the committee members. The committee shall submit a report of its findings to the Union and University no later than December 15, 2015.

Sincerely yours,

John D. Vander Weg  
Associate Provost and Associate Vice President for Academic Personnel

June 29, 2015

Ms. Tara Forbes, Lead Negotiator  
GEOC-AFT, Local 6123  
5057 Woodward Avenue, Suite 3301  
Detroit, MI 48202

Dear Ms. Forbes:

It is agreed that, at the conclusion of the current contract negotiations, a 3N committee shall be formed to review issues regarding child care and the provision of child care on campus.

The committee shall comprise three (3) members selected by the Union, three (3) members selected by the Academic Senate, and three (3) members selected by the University. Each party shall name one of its members as a co-chair of the 3N committee. Meeting times and locations will be determined by mutual agreement of the committee members.

Sincerely yours,

John D. Vander Weg  
Associate Provost and Associate Vice President for Academic Personnel

March 25, 2015

Ms. Tara Forbes, Lead Negotiator  
GEOC-AFT, Local 6123  
5057 Woodward Avenue, Suite 3301  
Detroit, MI 48202

Dear Ms. Forbes:

It is agreed that the GEOC-AFT, Local 6123, shall withdraw the Grievance it filed over the SEVIS Fee provisions of Article XVII of the Collective Bargaining Agreement on September 30, 2013, and such withdrawal shall be made *with prejudice*.

In return, it is agreed that the University and GEOC-AFT, Local 6123, shall establish a joint fund in which both parties shall make one-time deposits in the amount of one thousand one hundred dollars (\$1,100). This account shall be administered by GEOC-AFT, Local 6123, for the benefit of its members.

Sincerely yours,

John D. Vander Weg  
Associate Provost and Associate Vice President for Academic Personnel

June 26, 2018

Mr. Ryan Herberholz, Lead Negotiator and Vice President, GEOC  
GEOC-AFT, Local 6123  
5057 Woodward Avenue, Suite 3301  
Detroit, MI 48202

Pursuant to Articles XI.A and XI.B of the existing collective bargaining agreement, the medical insurance and dental insurance available to GEOC Employees are related to the medical insurance and the dental insurance made available to members of the bargaining unit represented by the AAUP-AFT.

In the event that the AAUP-AFT collective bargaining agreement expires while a GEOC agreement is in effect and as a result of the application of MCL 423.215b health care costs to individual employees in the AAUP-AFT bargaining unit increase the following shall occur:

> Members of the GEOC bargaining unit will continue to pay their Employee costs for medical insurance and health insurance, including any increases in the Employee share of such costs that take effect on or after March 1, 2021, and,

> Provided that notice is provided to the other party on or before March 1, 2022, either party may request bargaining with respect to Articles XI.A and XI.B. Only Article XI.A and XI.B shall be re-opened under this Letter of Agreement

Sincerely yours,

Ellen Barton, Associate Vice President and Associate Provost for Academic Personnel

June 26, 2018

Mr. Ryan Herberholz, Lead Negotiator and Vice President, GEOC  
GEOC-AFT, Local 6123  
5057 Woodward Avenue, Suite 3301  
Detroit, MI 48202

Dear Mr. Herberholz,

It is agreed that, at the conclusion of the current contract negotiations, a 2N committee shall be formed to review issues regarding Under, Late, and Non-Payment of salary that deviates either from the published WSU payroll schedule or from the salary of Employees as specified in their Letters of Offer.

The committee shall comprise three (3) members selected by the Union and three (3) members selected by the University. Each party shall name one of its members as a co-chair of the 2N commit. Meetings times and locations will be determined by mutual agreement of the committee members.

The Administrative shall provide a report of all GEOC Employees who were paid late in the first four pay periods of the Fall 2017 semester in order to identify whether the reasons were due to the University's or the Employee's oversight.

After reviewing the data and discussing solutions for any problems that arise, either party may decide to re-open negotiations on Article XII.F. Only Article XII.F shall be re-opened under this Letter of Agreement. A request to re-open negotiations shall be made within 30 days of the report.

The committee shall submit a report of its findings to the Union and University no later than February 15, 2019.

Sincerely yours,

Ellen Barton, Associate Vice President for Academic Personnel

**Signatories of Agreement**

Negotiating Committee



Ellen Barton  
Chief Negotiator



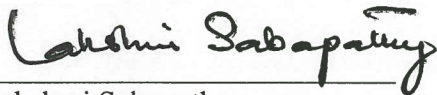
Boris Baltes



Annmarie Cano

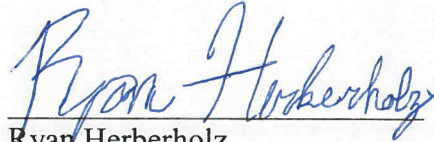


Amy Lammers



Lakshmi Sabapathy

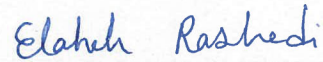
Negotiating Committee



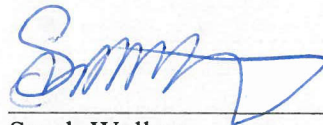
Ryan Herberholz  
Lead Negotiator & GEOC  
Vice President



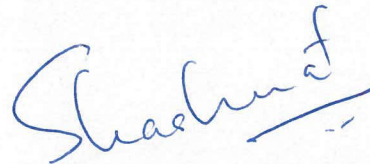
Janice Metzger  
GEOC President



Elaheh Rashedi  
GEOC Secretary



Sarah Walker  
GEOC Bargaining Team Member



Shashwat Mishra  
GEOC Bargaining Team Member

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