

Tentative Agreement
For a Successor Contract
Between the University and UAW Local 2322/GEO
2014-2017 Contract

1. Modifications to articles previously tentatively agreed:

- Article 3, GEO Security, dated February 13, 2015
- Article 11, Consultation, dated August 13, 2014
- Article 23, Appointment and Reappointment, dated March 27, 2015
- Article 24, Professional Growth and Development, dated November 19, 2015
- Article 30, Health and Safety, dated October 1, 2014
- Article 30, Health and Safety (Bathroom provision), dated February 13, 2015
- Article 45, Parking Fees, dated February 13, 2015
- MOU#20 (Affirmative Action), dated February 13, 2015
- MOU#21 (Bathrooms), dated February 13, 2015
- MOU#22 (Appointment and Reappointment), dated March 27, 2015
- Authorization to Disclose Employment Information to Graduate Employee Organization/UAW Local 2322 (“GEO), dated February 20, 2015
- Residence Life and Various Articles, dated March 13, 2015

2. Modify Article 32, Stipends as follows:

1. Minimum Stipends: The current minimum full-time equivalent stipend shall be increased by the amount of three and a half percent (3.5%) effective May 24, 2015 in fiscal year 2015; three and a half percent (3.5%) effective September 6, 2015 in fiscal year 2016; three and a half percent (3.5%) effective September 4, 2016 in fiscal year 2017. Stipends above the minimum may be set at any level, at the discretion of the Administration. Minimum stipends shall apply to all graduate student employees, regardless of funding source.

2. Annual Increases:

Fiscal Year 2015:

Effective May 24, 2015, each graduate student employee on the payroll and in the bargaining unit on May 24, 2015 shall receive a stipend rate increase of three and a half percent (3.5%). These increases shall be paid to all graduate student employees regardless of funding source. All graduate student employees shall be paid at least the minimum stipend.

Fiscal Year 2016:

Effective September 6, 2015, each graduate student employee on the payroll and in the bargaining unit on September 6, 2015 shall receive a stipend rate increase of three

and a half percent (3.5%). These increases shall be paid to all graduate student employees regardless of funding source. All graduate student employees shall be paid at least the minimum stipend.

Fiscal Year 2017:

Effective September 4, 2016, each graduate student employee on the payroll and in the bargaining unit on September 4, 2016 shall receive a stipend rate increase of three and a half percent (3.5%). These increases shall be paid to all graduate student employees regardless of funding source. All graduate student employees shall be paid at least the minimum stipend

Graduate Student Employees in the Division of Continuing and Professional Education:

None of the provisions of Section 1 (Minimum Stipends) nor Section 2 (Annual Increases) shall apply to graduate student employees in the Division of Continuing and Professional Education. Graduate student employees in the Division of Continuing and Professional Education shall, effective with the Summer 2015 semester, be paid according to the following schedule:

For each three credit course with enrollment of 2-7 students	\$357.00 per student
For each three-credit course with enrollment of 8-11 students	\$3309
For each three-credit course with enrollment of 12-21 students	\$4235
For each three-credit course with enrollment of 22-31 students	\$5692
For each three-credit course with enrollment of 32-41 students	\$7011
For each three-credit course with enrollment of 42-51 students	\$8441
For each additional student	\$153 per student

Graduate student employees in the Division of Continuing and Professional Education shall, effective with the Summer 2016 semester, be paid according to the following schedule:

For each three-credit course with enrollment of 2-7 students	\$364 per student
For each three-credit course with enrollment of 8-11 students	\$3375
For each three-credit course with enrollment of 12-21 students	\$4320
For each three-credit course with enrollment of 22-31 students	\$5806
For each three-credit course with enrollment of 32-41 students	\$7151
For each three-credit course with enrollment of 42-51 students	\$8610
For each additional student	\$156 per student

Graduate student employees in the Division of Continuing and Professional Education shall, effective with the Summer 2017 semester, be paid according to the following schedule:

For each three-credit course with enrollment of 2-7 students	\$371 per student
For each three-credit course with enrollment of 8-11 students	\$3443

For each three-credit course with enrollment of 12-21 students	\$4406
For each three-credit course with enrollment of 22-31 students	\$5922
For each three-credit course with enrollment of 32-41 students	\$7294
For each three-credit course with enrollment of 42-51 students	\$8782
For each additional student	\$159 per student

Graduate student employees who are scheduled to teach a course with an enrollment of 2-7 students which has been cancelled by the Director of Division of Continuing and Professional Education or, if applicable, by the sponsoring department of said course shall be paid \$500 for course preparation. Such payment shall count toward the calculation of eligibility for tuition and fee waivers under Article 33 and health fee exemptions under Article 35.

3

Signing Bonus: Graduate student employees on the payroll and in the bargaining unit on May 9, 2015 shall be eligible for a signing bonus. Eligible graduate student employees working twenty (20) per week (1.0 FTE) shall receive a three hundred fifty dollars (\$350) signing bonus. Graduate student employees working more or less than twenty (20) hours per week shall receive the appropriate above amount pro-rated to their FTE rate. The signing bonus shall apply to all eligible graduate student employees, regardless of funding source.

3. Modify Article 35, Health Fees as follows:

Paragraph A: No modifications.

B. Graduate student employees who are academically enrolled for fewer than five (5) credits or on program fee and who are eligible for health plan fee exemptions per Section A above are not automatically enrolled for the Basic Health, SHIP, or Student Family Health Plans. The graduate student employee must enroll at University Health Services via Patient Services representatives before the end of the add/drop period of each semester to ensure no lapse in health plan coverage. Graduate Program Directors will be sent a reminder email each semester to remind graduate student employees of this requirement prior to the University Health Services' enrollment deadline.

Paragraph C: No modifications.

D. The current plan benefit design documented for Plan Year 2014 (August 1, 2014 through July 31, 2015) shall continue for the remainder of the 2014 Plan Year, except that the out-of-pocket (OOP) limit for individuals and families will be \$1,500 and \$4,500 respectively. Graduate student employees who have exceeded these OOP limits will be reimbursed for excess out-of-pocket costs.

E. Effective with Plan Year 2015 (August 1, 2015 through July 31, 2016) graduate student employee cost-sharing shall be in accordance with the Plan design in Appendix A.

F. No changes shall be made in benefits or services covered under the Student Health Benefit Plan from those reflected in the 2014 Plan description without bargaining with the Union except as expressly modified by this Agreement or mandated by state or federal laws or regulations.

Section G. shall be modified to provide for a \$.50 increase in the per FTE Employer contribution to the Health and Welfare Trust Fund beginning the first pay period in January 2015, January 2016, and January 2017. Add under Section G. (7) the following: \$15,000 shall be paid by the University into the Health and Welfare Trust Fund upon ratification and every January 1 thereafter, to be earmarked exclusively for childcare support for graduate student employees. Said funds are intended as a supplement, not a replacement, to the amount currently allocated annually by the trustees for childcare support to graduate student employees.

Paragraphs H through K: no modifications.

Current Appendix A shall be replaced by the following:

Appendix A: Plan design effective August 1, 2015:

Aggregate Benefit Maximum	Unlimited Maximum Benefit	
Individual Deductible	\$200 per plan year	
Family Deductible (3 or more Covered Persons)	\$600 per plan year	
Individual Out-of-Pocket Maximum	\$1,500 per plan year	
Family Out-of-Pocket Maximum (3 or more Covered Persons)	\$4,500 per plan year	
UHS Services	Covered at 100% (deductible waived)	
	In-Network	Out-of-Network
Primary Care Visits	\$10 copay per visit, then 100% of PA (deductible waived)	80% of R&C
Specialist Visits	\$20 copay per visit, then 100% of PA (deductible waived)	80% of R&C
Mental/Behavioral Health & Substance Abuse Disorder – Outpatient Services	\$20 copay per visit, then 100% of PA (deductible waived)	80% of R&C
Imaging	90% of PA	80% of R&C
Rehabilitative Speech Therapy	\$20 copay per visit, then 100% of PA (deductible waived)	80% of R&C
Rehabilitative Occupational and Rehabilitative Therapy	\$20 copay per visit, then 100% of PA (deductible waived)	80% of R&C
Preventive Care/Screenings/Immunizations	100% of PA (deductible waived)	80% of R&C

Laboratory Outpatient and Professional Services	90% of PA	80% of R&C
X-Rays and Diagnostic Imaging	90% of PA	80% of R&C
Skilled Nursing Facility	90% of PA	80% of R&C
Outpatient Facility Fee	90% of PA	80% of R&C
Outpatient Surgery Physician/Surgical Services	90% of PA	80% of R&C
Emergency Room Expenses (copay waived if admitted)	\$100 copay per visit, then 100% of PA (deductible waived)	\$100 copay per visit, then 100% of R&C (deductible waived)
Inpatient Hospital Services	90% of PA	80% of R&C
Prescription Drug Benefits	\$15 co-pay for 30d. supply of Generic Drugs; \$0 co-pay for 30d. supply of Generic Contraceptives \$30 co-pay for 30d. supply of Brand Name Drugs	
PA = Preferred Allowance		R&C = Reasonable and Customary

4. Article 16, Discipline and Discharge, shall be modified as follows:

Except as described in Article 27, Layoff and Recall, and Article 23, Appointment and Reappointment, no graduate student employee shall be discharged or disciplined except for just cause.

All disciplinary action against a graduate student employee pertaining to their job performance shall be given in writing to the graduate student employee with a timely notice to the union. The disciplinary action shall identify the conduct or performance deficiency which is the cause for the discipline and any corrective action the graduate student employee must take to address the alleged misconduct or performance deficiency, and it may include any other information concerning the discipline, its remediation, or its consequences that the author of the discipline communication decides to include.

A graduate student employee has a right to request union representation at a meeting a graduate student employee's supervisor and/or department chair decides to hold with said graduate student employee to investigate the graduate student employee's conduct relating to their job performance that has the potential for discipline. Notice of said meeting shall be provided to the graduate student employee in advance, with a concurrent copy to the union. In the absence of the graduate student employee's request for union representation, the meeting will proceed without such representation. Nothing in this Article is intended to diminish a graduate student employee's Weingarten rights.

Nothing in this Article is intended to discourage supervisors from engaging in non-disciplinary mentoring, guidance or counseling and graduate student employees involved shall participate in such discussions or meetings.

5. Article 22, Workload, shall be modified as follows:

Assignments to graduate student employees will be such that they can be reasonably expected to discharge them within the number of hours specified in the individual's contract. No graduate student employee will be instructed to work more hours than his or her contract stipulates.

TAs, TOs, PAs, ARDs and Interns shall not be required by their supervisor to work more than ten (10) hours in a single day or more than twice their contracted weekly hours in a single week, except that ARDs and Interns may be required to work more than these limits when their responsibilities require them to participate in off-campus travel, designated campus special events, and responses to emergencies, and TAs and TOs may be required to work more than these limits when their responsibilities require them to participate in field work/off-campus travel. _____

In the event of significant increases in elements of a graduate student employee's workload (such as class size, number of sections or courses taught, or number of students advised) contracted hours shall be increased accordingly or such changes shall be structured in such a way as not to increase the graduate student employee's expenditure of time beyond the number of hours specified in the graduate student employee's contract (e.g. switching from essay to multiple choice, adding graders) and shall be discussed by the department chair with the graduate student employee involved. Departments will provide advance written notice to affected graduate student employees of department-wide changes and shall meet to discuss such changes with all affected graduate student employees.

Furthermore, a Teaching Associate must be paid for no less than ten hours per week per three credit course.

The University shall provide to GEO by the end of each semester the enrollment capacity initially set by departments and the actual enrollment following the add/drop period for all undergraduate courses in the semester.

If a department wishes to increase the initial enrollment capacity in a course taught by a graduate student employee, the department head shall consult with affected graduate student employees in a manner deemed appropriate by the department head.

Expedited Grievance Process: Alleged violations of the above provisions shall be subject to Article 31, Grievance procedure, as modified herein.

Informal Step: the graduate student employee(s) and, at the graduate student employee(s)' option, the representative of GEO, shall meet with the representative(s) of the Administration closest to and best able to discuss and resolve the matter. If within ten (10) work days of the request for such meeting, the matter has not been resolved, the graduate student employee(s) may file a formal grievance and submit it to Level Two, Chancellor's Level.

Step Two (Chancellor): The Chancellor's designee, the graduate student employee(s) and, at the graduate student employee(s)' option, the representative of GEO, shall meet to discuss and resolve the matter. If within ten (10) work days from the date of submission of the grievance at Step Two the matter has not been resolved, GEO may submit the matter to Arbitration under the terms of Article 31, section c (Level Three Arbitration).

6. Article 44, Family and Medical Leave shall be modified as follows:

Section I. Family and Medical Leave

A. Family and Medical Leave, which shall be unpaid, except as described in Paragraph E of this Article, may last for a total of up to twelve weeks during any calendar year. Alternatively, leave taken for the serious health condition of a spouse, child, parent, or of the employee may be taken intermittently or on a reduced schedule, if medically necessary. This means, where appropriate, taking leave in blocks of time, or by reducing the normal weekly or daily work schedule, so long as Family and Medical Leave does not exceed a total of twelve weeks during the calendar year. In the case of an intermittent leave, the University may require that the graduate student employee transfer to an alternative position, with equivalent stipend and benefits, for which the graduate student employee is qualified and which, in the University's view, better accommodates recurring periods of leave than does the graduate student employee's regular assignment. Leave for the birth, adoption, or placement of a child may be taken on an intermittent basis only with prior approval by the graduate student employee's supervisor.

B. To be eligible, a graduate student employee must have been employed in a position covered by the GEO contract for at least four (4) consecutive months prior to the start of the leave or four (4) consecutive months in the previous academic year for a graduate student employee whose appointment began on the first day of Fall semester.

C. Leave may be granted for any of the following reasons:

1. the birth of a child and in order to care for a child, provided any such leave concludes within twelve months of the birth of the child (consistent with the FMLA, the total aggregate amount of "bonding leave" available to parents of the child who are both graduate student employees is twelve weeks);
2. the placement of a child with the graduate student employee for adoption or foster care, provided any such leave concludes within twelve months of the placement of the child (consistent with the FMLA, the total aggregate amount of "bonding leave" available to parents of the child who are both graduate student employees is twelve weeks);

3. the care of, or to make arrangements for the care of, a graduate student employee's spouse, parent, grandchild, grandparent, domestic partner, relative living in the same household, or child, whether or not the child is the natural, adopted, foster, stepchild, or child under legal guardianship of the bargaining unit member, who has a serious health problem;
4. the graduate student employee's own serious health problem that makes the graduate student employee unable to perform the essential functions of the position.

D. A serious health condition means one or more of the following conditions:

1. an illness, injury, impairment, or physical or mental condition involving inpatient care in a hospital, hospice, or residential medical care facility; or
2. any period of incapacity requiring absence of more than two weeks from work, school, or other regular daily activities for a condition that also requires continuing treatment (that is, being treated two or more times, or one treatment resulting in a regimen of continuing medication or therapy) under the supervision of a health care provider (i.e., doctor, dentist, clinical psychologist); or
3. continuing treatment by or under the supervision of a health care provider for a chronic or long term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than two weeks; or
4. prenatal care.

E. (1) If a graduate student employee has accrued vacation and/or additional time off per Articles 37 and 38 which they are eligible to use at the commencement of the leave, they may use such leave credits. For the purposes of this Article, vacation and additional time off will be treated as accrued as of the beginning of the semester. In addition, for the purposes of this Article, graduate student employees whose appointment contract is less than an academic year but at least 190 hours shall be deemed to have accrued vacation and/or additional time off as if the appointment contract was for the academic year, and may use such leave credits at the commencement of the leave. Under such circumstances, the graduate student employee does not accrue additional vacation and/or additional time off during a subsequent reappointment period within the academic year.

(2) In addition to the foregoing, graduate student employees with full-time appointments (20 hours per week) shall receive a total of sixty (60) hours of paid leave per year taken for the reasons described in paragraph C.1 or C.2 of this Article. For graduate student employees who are appointed more or less than full-time, this leave shall be pro-rated on the basis of the percentage of appointment.

(3) Provided that a graduate student employee meets the requirements of Paragraph B, paid leave under paragraphs E.(1) and (2) may be taken at any time within twelve months of the birth or placement of a child regardless of whether the birth or placement occurred during the term of an appointment and can be used over the course of contiguous appointments; however, no such leave will be used to extend the graduate student employee's appointment beyond the end date or before the begin date of said appointment. Use of paid leave under paragraphs E.(1) and (2) shall be concurrent with (not in addition to) unpaid leave provided by paragraph A.

F. In the event a graduate student employee does not return from such a leave, except if the reason is due to the continuation, recurrence, or onset of a serious health condition, or other circumstance beyond the control of the graduate student employee, the University will recover any health fees it paid during the unpaid portion of any leave by deducting any such amounts from amounts due the graduate student employee, if any, or by otherwise seeking recovery of the premium through the legal process. Any graduate student employee taking such leave will be informed of this provision prior to the commencement of the leave.

G. The University will maintain the same health benefits for the graduate student employee during such leave as would have obtained had the graduate student employee continued to work.

The rest of the Article remains unchanged.

7. Modify Article 53, Duration, as follows:

1) This Agreement shall be for the period from September 1, 2014, through August 31, 2017, and the terms contained herein shall become effective on the date of its execution by the parties unless otherwise specified in this Agreement.

2). Should a successor Agreement not be executed by August 31, 2017, this Agreement shall remain in full force and effect until a successor Agreement is executed or an impasse is reached. At the written request of either party, negotiations for a subsequent agreement will be commenced on or after February 1, 2017.

3). This Agreement is entered into and shall become effective when it is signed by the President of the University.

Signed this _____ day of _____, 2015

8. Maintain current language for all other provisions not referenced above.

9. All other proposals withdrawn.