

**Agreement between Central Michigan University  
and the  
Graduate Student Union  
2016 - 2021**

**TABLE OF CONTENTS**

<b><u>Article Number</u></b>	<b><u>Title of Article</u></b>	<b><u>Page Number</u></b>
1	<a href="#"><u>Recognition</u></a> .....	1
2	<a href="#"><u>Purpose and Intent</u></a> .....	1
3	<a href="#"><u>University Rights</u></a> .....	2
4	<a href="#"><u>Union Rights and Responsibilities</u></a> .....	2
5	<a href="#"><u>Union Dues</u></a> .....	4
6	<a href="#"><u>Provision for Information Provided to the Union</u></a> .....	5
7	<a href="#"><u>Informal Meetings</u></a> .....	6
8	<a href="#"><u>Grievance and Arbitration</u></a> .....	6
9	<a href="#"><u>Employment Period and Appointments</u></a> .....	12
10	<a href="#"><u>Workload</u></a> .....	13
11	<a href="#"><u>Standard Performance Requirements/Responsibilities</u></a> .....	14
12	<a href="#"><u>Graduate Assistant Evaluation</u></a> .....	15
13	<a href="#"><u>Training and Professional Development</u></a> .....	16
14	<a href="#"><u>Additional Employment</u></a> .....	17
15	<a href="#"><u>Personnel Records</u></a> .....	17
16	<a href="#"><u>Health and Safety</u></a> .....	18
17	<a href="#"><u>Stipend</u></a> .....	18
18	<a href="#"><u>Tuition Scholarship Benefit</u></a> .....	19
19	<a href="#"><u>Professional Development Fund</u></a> .....	20
20	<a href="#"><u>Wellness Allowance</u></a> .....	20
21	<a href="#"><u>Leave Time</u></a> .....	21
22	<a href="#"><u>Necessary Materials</u></a> .....	22
23	<a href="#"><u>Non-Discrimination and Anti-Harassment</u></a> .....	23
24	<a href="#"><u>Continuity of Operations</u></a> .....	24
25	<a href="#"><u>Scope of the Agreement</u></a> .....	24
26	<a href="#"><u>Term of the Agreement</u></a> .....	25
MOU	<a href="#"><u>Exit Survey of Graduate Assistants</u></a> .....	27

## **Article 1 RECOGNITION**

Included in the Graduate Assistant Bargaining Unit are:

- A. All graduate students with an appointment of Teaching Assistant. A Teaching Assistant is a graduate student who:
  - 1. is employed to teach courses, or coordinate, lead, or assist in the instructional process in direct interaction with students in recitation, laboratory, quiz or problem sessions; or,
  - 2. is employed to provide tutorial instruction on a regularly scheduled and pre-arranged basis throughout not less than one semester, but specifically excluding individuals who provide tutorial instruction on a demand or on-call basis, regardless of the frequency of the demand or calls; or,
  - 3. is employed on a regularly scheduled and pre-arranged basis throughout not less than one semester to grade papers or examinations in a manner that requires subjective evaluation above and beyond the mechanical or routine comparison of submitted papers or examinations with answers, responses, or elements predetermined as correct or acceptable by another individual or method.
- B. Graduate students with an appointment of Administrative Assistant assigned to duties for the primary benefit of the university and under the supervision of a university faculty member or administrator.
- C. Excluded: All graduate students with an appointment of Research Assistant; those graduate students with an appointment of Administrative Assistant assigned to duties the product of which may be reasonably expected to be used for the primary benefit of the Graduate Assistant's educational program; and supervisors, confidential employees, and all other employees.

## **Article 2 PURPOSE AND INTENT**

A. Purpose

The purpose of this *Agreement* is to set forth the rates of pay, hours of work, and other terms and conditions of employment for the Graduate Assistants (GAs) represented by the Graduate Student Union, AFT-Michigan, AFT, AFL-CIO; to recognize the joint responsibility of the parties to provide effective, efficient services and suitable GA performance for the University; to establish and maintain a mutually agreeable procedure for the resolution of grievances; and to promote the ability of Central Michigan University (CMU) to fulfill its stated mission of service to the public.

B. Mutual Intent

Therefore, the University and the Union encourage, to the fullest degree, cooperative relations between their respective representatives at all levels and among all Graduate Assistants. The parties are mutually committed to promoting respect, civility, and teamwork.

**Article 3  
UNIVERSITY RIGHTS**

- A. CMU has the exclusive right to the general supervision of the institution and the control and direction of expenditures from the institution's funds. CMU has the legal responsibility to carry out the educational mission of the institution. CMU reserves and retains solely and exclusively all of its inherent rights, functions, duties, and responsibilities with the unqualified and unrestricted right to manage, direct and control the University and its programs, and to determine and make decisions on the manner in which the University's operations will be conducted, except where limited by the express and specific terms of this *Agreement*.
- B. Such rights are, by way of illustration, but not limitation:
1. Determination, implementation and supervision of all policies, operations, methods, processes, duties and responsibilities of Graduate Assistants;
  2. size and type of academic and nonacademic staff;
  3. standards of employment-related performance, assignments, responsibilities to be performed, scheduling of these responsibilities, persons employed, promotion, transfer, non-appointment, reassignment, suspension, discipline, discharge or layoff of Graduate Assistants;
  4. starting salary;
  5. establishment, modification or abolition of programs and courses of instruction;
  6. determination of the acquisition, location, relocation, installation, operation, maintenance, modification, retirement, and removal of all its equipment and facilities and control of its property.

**Article 4  
UNION RIGHTS AND RESPONSIBILITIES**

A. Union-University Business

1. Representatives of the Union will be permitted to transact official business with appropriate representatives of CMU at reasonable and mutually agreed-upon times provided the Union follows regular University procedures.
2. The Union will provide to the University (Faculty Personnel Services), not later than ten (10) calendar days following the beginning of each academic semester, the names and contact information of each of its elected officers.

B. Union Access to Resources

The Union can schedule periodic meetings to conduct Union business on campus. Requests for such space shall be processed through regular University procedures. Space in academic halls will be available for the Union's use twice per semester, provided the Union requests the space with at least fourteen (14) days advanced notice and the requested space is not already scheduled for other purposes. The Union can schedule periodic meetings to conduct Union business on campus in the Bovee University Center, subject to customary charges and availability. Other facilities or equipment, such as computing and audiovisual, will also be subject to customary charges, if any. Union activities conducted on any Central Michigan University owned property shall conform to the Central Michigan University Advocacy Policy.

C. Website

Where the Union has chosen to develop its own website, the University shall provide a link to this website on both its Faculty Personnel Services and College of Graduate Studies' homepages.

D. Graduate Assistant Training Conducted by the College of Graduate Studies

1. For mandatory Graduate Assistant training conducted in person by the College of Graduate Studies, the University will assign twenty (20) minutes to the Union for the purpose of informing bargaining unit Graduate Assistants about the Union's function, explaining Union dues and Michigan's Public Employment Relations Act as amended, announcing the first meeting of the Union, and discussing any other pertinent Union business or activities. The Union may present at no more than one mandatory Graduate Assistant training presented in person by the College of Graduate Studies per semester. If practicable, CMU will inform the GSU of any mandatory in-person Graduate Assistant training conducted by the College of Graduate Studies a minimum of ten (10) days prior to such training.
2. For training conducted online, the University will provide interactive links to the Union's website and a description of the Union's function, explaining Union dues and Michigan's Public Employment Relations Act as amended, announcing the first meeting of the Union, and discussing any other pertinent Union business or activities, which shall be provided by the Union, and approved by the University.
3. The University will provide the Union with \$1,000, from the professional development fund provided under Article 19 of this *Agreement*, to be used for training and professional development seminars, one of which will be held before the start of fall semester classes.
4. The Union and the University will work cooperatively so that Union-sponsored professional development sessions will be scheduled without conflicting with University-sponsored meetings and orientations for Graduate Assistants.
5. All GSU members will have the same access to Center for Excellence in Teaching and Learning (CETL) services and programs as faculty.

E. Non-Discrimination Against Union Members

The University agrees that bargaining unit work will not be eliminated or re-classified for the purpose of undermining the Union. The Union recognizes that other, non-discriminatory, reasons may exist for the elimination of GA positions.

F. Information for Supervisors

The University will provide supervisors of GAs covered by this *Agreement* all information it believes is necessary for their compliance with this *Agreement*.

**Article 5  
UNION DUES**

A. Consistent with the requirements of the Michigan Public Employment Relations Act (PERA), as amended, and in accordance with the terms of this Article, each Graduate Assistant covered by the terms of this *Agreement* has the choice of whether or not to become a Union member, pay dues, and participate in Union activities including voting on whether to ratify this *Agreement*.

B. Payroll Deduction of Union Dues

At the beginning of employment, each Graduate Assistant who chooses to become a member of the Union shall complete and sign a Union membership card, which shall authorize deduction from wages of Union dues. The membership card shall be prepared by the Union and be acceptable to the Employer. Upon the effective date of the completed Union membership card and receipt by CMU's Payroll Department of a list of current members and the appropriate deductions, and thereafter, CMU will deduct the appropriate amount of dues from the Union member's wages. Monies so deducted will be transmitted to the Union, or its designee, no later than fifteen (15) business days following each deduction. The deductions will be made in equal amounts from the paychecks of the Union member.

C. Change of Union Member Status

A Graduate Assistant may choose to change her or his status as a Union or Non-Union member at any time. To become a Union member, a Graduate Assistant must complete the Union membership card, to include payroll deduction authorization, and any other paperwork required by the Union. To change from Union membership to Non-Union member status, a Graduate Assistant in writing must request relief from Union membership and cessation of Union dues deduction and present this request to both the Union according to the Union's procedures, which currently allow, as of the date of this *Agreement*, two weeks' notice, and to the office of Faculty Personnel Services, which will relay the notice to CMU's Payroll Department. Payroll will implement the cessation of dues deductions as soon as practicable.

D. Refunds

In cases where a deduction is made that duplicates a payment that a Union member already has made to the Union, or where a deduction is not in conformity with the policies and/or provisions of the Union, refunds to the Union member will be made by the Union.

- E. The Union agrees to indemnify and save CMU harmless against reasonable attorney fees and court costs, and any and all claims, suits, or other forms of liability because of compliance with this Article, provided that in the event of any such claim, suit, or action, CMU shall give timely notice of such action to the Union and shall permit the Union's intervention as a party, if the Union desires. If the Union chooses to intervene, CMU agrees to give full and complete cooperation to the Union and its counsel in securing and giving evidence, in obtaining witnesses, and in making relevant information available at both the trial and appellate levels.
- F. Currently, PERA prohibits Graduate Assistants from being required as a condition of employment to financially support a labor organization or bargaining representative. Should PERA be amended such that the terms of this Article are affected, the parties to this *Agreement* shall, within thirty (30) days of notice each to the other, convene to negotiate mutually acceptable alterations to this Article. If the PERA amendment does nothing more, or less, than restore language replaced by the December, 2012 amendment, the parties to this *Agreement* shall replace the language of this Article with that of Article 5 of the 2010-2013 *Agreement*.

**Article 6**  
**PROVISION FOR INFORMATION PROVIDED TO THE UNION**

A. Information Provided

- 1. Not more than fifteen (15) business days after the start of each semester, the University shall provide, at no cost to the Union, a list of all current GAs in the bargaining unit. This list shall be alphabetical and in an electronic format, containing each GA's:
  - a. First name
  - b. Last name
  - c. CMU identification number
  - d. Employing unit
  - e. Enrolled unit
  - f. Job title
  - g. Appointment percentage
  - h. Actual pay
  - i. Temporary (or local) address and phone number
  - j. Permanent (or non-local) address and phone number
  - k. CMU E-mail address
  - l. Payroll deduction status of Union dues or service fee
- 2. It is understood that the University is under no obligation to provide any of the above information if it has been withheld from CMU by a GA, or where forbidden by law.

B. Privacy

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

**Article 7**  
**INFORMAL MEETINGS**

A. Union-University Business

Representatives of the Union and of CMU shall meet at least once each academic semester for the purpose of discussing those matters necessary to the implementation of this bargaining *Agreement*. Such informal meetings also shall be held at other times after a request by either CMU or the Union for the purpose of maintaining and improving relationships.

B. Changes to the *Agreement*

It is understood that any matter discussed or any action taken pursuant to such meetings shall in no way change or alter any of the provisions of this *Agreement*, unless such changes or alterations are ratified by both parties.

**Article 8**  
**GRIEVANCE AND ARBITRATION**

A. General Provisions

1. A grievance is a written complaint by a Graduate Assistant(s) and request for remedy involving an alleged violation of a specific provision(s) of this *Agreement* and filed using the procedure outlined below in Sections B-D. A grievance may also be filed in writing by the Union, but only as to the interpretation or application of a specific provision of this *Agreement*. A Union grievance shall be brought at Step Two of these procedures (see Section(D)(2)) within twenty (20) business days after the Union first became aware, or reasonably should have been aware, of the facts giving rise to the grievance. No matter concerning any definition or application of the good standing of a Graduate Assistant in a CMU graduate degree program shall be subject to the grievance and arbitration procedures. The primary purpose of this procedure is to secure a practicable and equitable resolution of the grievance. Grievances shall be processed according to the time limits described herein; but, the time limits in each step of the process may be shortened or extended by mutual written agreement of the grievant and CMU.
2. Any written decision or written answer to a grievance made at any step, which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing by the parties to this *Agreement*, shall be considered a final settlement and such settlement shall be binding upon the grievant(s) and the parties to this *Agreement*. If a written decision or written answer to an appeal is not rendered by an administrator within the time limits specified in this Article, the grievant may take the matter to the next step.
3. At no step in this procedure shall a settlement be reached which is inconsistent with the provisions of this *Agreement*, unless both the University and Union concur in writing.

4. No settlement of a grievance by the parties shall be a precedent for any other or future grievance.
5. A grievance may be withdrawn, and if withdrawn, may not be reinstated, and no financial or other liabilities shall result.
6. Whenever time limits are used in this Article, they shall be understood to mean business days. The time limits shall be tolled during break periods in the University calendar and University designated holidays.
7. No party to a meeting under this Article shall unreasonably fail or refuse to meet at reasonable times or places established for such meetings. If the meeting identified in Section (D)(2)(b) is not conducted within fifteen (15) business days due to the unavailability of the grievant or the Union representative, the written response required in Sections (D)(2)(b) and (c) shall be tolled for an equal number of days beyond which the meeting identified in (D)(2)(b) was conducted (i.e. if the meeting takes place twenty (20) business days after the submission of the grievance, the written response is not due until twenty (20) business days after the meeting).
8. Hand delivery or an actual verified receipt, time-stamped email, or postmark will be regarded by the parties as evidence of delivery and receipt for the purposes of determining whether time limits have been met.
9. A Graduate Assistant(s) may choose to have a Union representative represent her or him at any step of the Grievance Procedure; or, a Graduate Assistant may choose to represent herself or himself at these Steps and forego or decline Union representation.
10. If a grievance is the result of an action of an administrator above the level of the hiring department or unit, the grievant may initiate her or his grievance at Step Two.

#### B. Group Grievances

1. When more than one Graduate Assistant has a grievance involving common facts and provisions of the *Agreement*, one designated member of the group shall process the grievance on behalf of all similarly-situated Graduate Assistants. The Graduate Assistant processing the grievance will clearly specify it is a "Group Grievance." One Graduate Assistant only from the group of Graduate Assistants having the grievance shall be designated as representing the group for purposes of participating in any meetings described in the following sections.
  - a. **Intra-departmental:** If the aggrieved Graduate Assistants in the group are within the same department or unit, the Grievance shall be filed at Step One of the Grievance Procedure if all aggrieved Graduate Assistants have the same immediate supervisor, and shall be filed at Step Two of the Grievance Procedure otherwise (see Section D below).
  - b. **Multi-departmental:** If the aggrieved Graduate Assistants in the group are from more than one department or unit, the grievance shall be filed at Step Two of the

Grievance Procedure (see Section D below). Where one or more extant grievances involve a similar issue, those grievances, by mutual agreement, may be held in abeyance without prejudice, pending the disposition of a representative case.

C. Procedure for Disputes over Graduate Assistant Classification

In the event that the Union believes a Graduate Assistant has not been properly classified, and the Graduate Assistant's classification would be determinative of whether the Graduate Assistant is eligible for membership in the bargaining unit, the Union may request the convening of a special conference (as per Article 7) to discuss the matter. Should the special conference fail to resolve the matter, a grievance may be initiated at Step Two of the grievance procedure.

D. Complaint, Grievance and Resolution Procedure. The following procedure shall be the sole and exclusive means for resolving complaints or grievances:

1. **Step One (Informal Complaint Resolution)**

A Graduate Assistant or a designated member(s) of a group of Graduate Assistants having a complaint may take the matter up informally with the immediate supervisor within ten (10) business days from the date the Graduate Assistant(s) first became aware, or reasonably should have been aware, of the facts giving rise to the complaint, alleging an action of CMU constitutes a continuing violation of the *Agreement* shall not toll the deadline for timely submission of a grievance. At the Graduate Assistant's request a Union representative may be present at this informal resolution stage. The Graduate Assistant will notify the immediate supervisor that the meeting is an informal discussion, and both the Graduate Assistant and the supervisor will note the date to ensure any subsequent formal grievance is filed in a timely fashion. Any written communication between the Graduate Assistant and supervisor documenting the date and time the meeting took place will be considered evidence of the informal meeting. If the complaint remains unresolved at this Step, a record of the meeting will be reduced to writing and signed and dated by the parties. A copy of this document will be provided to the applicable dean (or other unit head) and the Union. If the informal discussion does not result in a resolution of the complaint, a formal grievance may be filed.

2. **Step Two (Formal Grievance Resolution)**

- a. If the complaint is not resolved at the informal stage, a formal grievance may be submitted in writing to the Executive Director, Faculty Personnel Services, and if submitted, must be received within ten (10) business days of the conclusion of the informal meeting, alleging an action of CMU constitutes a continuing violation of the *Agreement* shall not toll the deadline for timely submission of a grievance. The formal written grievance shall be signed and dated by the aggrieved Graduate Assistant(s), and by a Union representative if representation is desired by the Graduate Assistant(s), and shall set forth all relevant facts, including dates, involved individuals, and the specific Articles/Sections of the *Agreement* which have allegedly been violated, a summary of the Step One meeting, if applicable, and the desired remedy. A grievant(s) cannot add facts to a written formal grievance after it has been filed without showing clearly that he or she was unaware of such facts at the time the grievance was filed.

- b. Within fifteen (15) business days of receipt of the grievance, CMU shall conduct a meeting with the aggrieved Graduate Assistant(s) and her or his Union representative if representation is desired, and the relevant supervisor(s) at CMU's discretion, at a mutually agreeable time and place. CMU shall provide the grievant(s) with a written answer to the grievance within fifteen (15) business days of the meeting, unless otherwise tolled by the provision in (A)(7) above.
- c. If CMU fails to respond in writing to the grievant within fifteen (15) business days of the formal stage meeting, unless otherwise tolled by the provision in (A)(7) above, the grievance may be advanced to Step Three.

### 3. Step Three (Impartial Arbitration)

- a. A grievance, as defined in Section A, which is not resolved at Step Two of the grievance procedure, may be submitted to Arbitration only by the Union. The Union must provide written, dated and signed notice of intent to arbitrate to CMU's designee (Executive Director, Faculty Personnel Services) within twenty (20) business days following receipt of the Step Two answer, alleging an action of CMU constitutes a continuing violation of the *Agreement* shall not toll the deadline for timely submission of a grievance. Such notice shall identify the grievance and the issue, and shall set forth the provisions of the *Agreement* involved and the remedy desired. If no such notice is given within the prescribed time limit set forth above, the grievance shall not be subject to arbitration.
- b. Following written notice to CMU's designee, an Arbitrator shall be selected from a list of Arbitrators mutually selected in advance by the University and the Union (see Section (D)(4) below).
- c. CMU and the Union shall jointly notify the Arbitrator of her or his selection, and upon acceptance by the Arbitrator, shall forward to the Arbitrator a copy of the grievance documents, the Union's notice of intent to arbitrate and a copy of the *Agreement*. If the Arbitrator does not, or cannot, accept selection, the Arbitrator last struck per Section (D)(4) below will be contacted, and so on until an arbitrator accepts.
- d. The hearing shall be held on the campus of Central Michigan University in Mount Pleasant, Michigan at a mutually agreed upon location, unless the parties mutually agree to a different location. The Arbitrator shall fix the time for the hearing and the issue or issues submitted for decision.
- e. At least five (5) business days prior to the date set for the arbitration the parties shall exchange lists of known witnesses.
- f. During the arbitration hearing, both CMU and the Union shall have the right to examine and cross-examine witnesses under oath and to submit relevant evidence. Issues and allegations shall not be introduced at the hearing unless they were introduced prior to or during Step Two of the Grievance Procedure.

- g. Upon request by either party, but not upon her or his own motion, the Arbitrator shall have the authority to subpoena relevant documents and/or witnesses.
- h. The arbitration hearing shall be closed to anyone other than the participants (representatives of the parties) in the hearing unless the parties agree otherwise in writing.
- i. The Union shall have the burden of proof in all cases appealed to arbitration.
- j. Upon request of either CMU or the Union or both, a transcript of the hearing shall be made and furnished to the Arbitrator, with CMU and the Union having an opportunity to purchase their own copy. The party not prevailing shall bear the cost of the Arbitrator's copy.
- k. At the close of the hearing, the Arbitrator shall afford CMU and the Union a reasonable opportunity to furnish briefs if either party requests the opportunity.

**l. Arbitrator's Jurisdiction and Authority**

The jurisdictional authority of the Arbitrator is defined as, and limited to, the determination of any grievance as defined in Section A submitted to her or him consistent with this *Agreement* and considered by her or him in accordance with this *Agreement*.

- i. The Arbitrator's authority and jurisdiction shall not include any matter involving a question of good standing in a CMU graduate degree program or whether employment is academically relevant. The Arbitrator shall have no jurisdiction or authority to substitute her or his judgment for any academic judgment made by the University. The Arbitrator shall have no authority in academic matters regarding the grievant's role as a student.
- ii. The Arbitrator shall not have any authority to add to, subtract from, or otherwise modify this *Agreement*. The Arbitrator shall also not have the authority to order that a discharged Graduate Assistant be reinstated or offered a new appointment, but rather any monetary remedy for wrongful discharge will be limited to the remaining unpaid portion of the Graduate Assistant's appointment.
- iii. In disciplinary cases, the remedy available to the Arbitrator shall not exceed making the Graduate Assistant whole for the remainder of the individual's appointment period. The Arbitrator shall have no authority in any circumstance to award back pay or any other monetary relief, which is greater than the grievant would have been entitled to if there had been no violation.
- iv. In arbitration cases involving the Health and Safety Article, the Arbitrator may order the University to cease violations of the Health and Safety Article. The Arbitrator shall not have authority to order specific remedies for health and safety violations involving expenditures for structural modifications nor shall the

Arbitrator have the authority to order such a remedy for the purchase or rental of equipment unless such equipment is required by State of Michigan or Federal law and there are available specifically budgeted funds for the particular efforts which may be necessary to comply with the order.

- m. The Arbitrator shall render the decision in writing, setting forth her or his reasons therefore, within thirty (30) business days following the hearing or the deadline for the submission of briefs, whichever is later.
- n. 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 CMU, the Union, and the Graduate Assistant(s) involved. The Union agrees that it will not bring or continue any grievance that is substantially similar to a grievance denied by the decision of an Arbitrator.
- o. The fees and expenses of the Arbitrator (and court reporter if applicable) shall be paid by the party not prevailing. The Arbitrator shall decide which party has prevailed. The expenses of, and any compensation for, each and every witness and representative for either CMU or the Union shall be paid by the party producing the witness or having the representative. The party that cancels or postpones an arbitration will be liable for any cancellation/postponement fees charged by the Arbitrator or court reporter. CMU and the Union will equally share the cost of the Arbitrator (and court reporter if applicable) if the Arbitrator rules that each party prevails in one or more issues within a grievance.
- p. The provisions of this Section do not prohibit CMU and the Union from mutually agreeing to expedited arbitration of a given grievance or grievances.

#### 4. Selection of Arbitrator

- a. By September 30 of each year, CMU and the Union shall agree to a panel of six (6) arbitrators for the current academic year as follows:
  - i. CMU and the UNION shall each submit a list of six (6) arbitrators.
  - ii. On a rotation basis, determined by coin flip, first CMU or the UNION shall strike a name from the submitted lists, followed by the other party. Alternating, each party shall strike a name from the submitted lists until six (6) names remain.
- b. Within fifteen (15) days of the referral of a matter to arbitration, CMU and the UNION shall select an Arbitrator via the following procedure: On a rotation basis, initially determined by coin flip, first CMU or the UNION shall strike a name from the arbitration panel, followed by the other party. The striking of names from the panel shall continue on an alternating basis until one (1) Arbitrator remains. CMU and the UNION shall jointly contact the Arbitrator selected to arbitrate the matter.
- c. The Union or CMU may request a pre-arbitration conference after the grievance has been submitted to arbitration and prior to the arbitration hearing to consider means of

expediting the hearing by, for example, reducing the issue or issues to writing, stipulating facts, and authenticating proposed exhibits. The pre-arbitration conference shall be scheduled within ten (10) days from the receipt of the request for such conference.

## **Article 9**

### **EMPLOYMENT PERIOD AND APPOINTMENTS**

#### **A. Posting of Graduate Assistant Positions**

1. To help assure notice of open Graduate Assistant positions, each department that appoints Graduate Assistants will publish information regarding departmental application and selection procedures in a prominent place within the department or on a designated department website.
2. Job postings need not be posted, or otherwise distributed, if:
  - a. the job is reserved for a specific student in the department; or
  - b. for a student who will become a member of the department, as part of a funding package; or
  - c. posting would interfere with the need for timely hiring decisions made just before or after the beginning of the semester.
3. Department selection procedures will be established by the individual departments, which retain exclusively the authority to establish, or alter, the standards by which Graduate Assistants are selected. Selection will be in conformance with the established standards. The standards for selection will be made available in writing to GAs. Any future changes to standards shall be announced by CMU and made in advance of any application deadline.

#### **B. Employment Process**

1. All newly appointed GAs shall receive a letter of appointment informing them of the type and period of employment. These appointment letters will include the following:
  - a. Duration of employment;
  - b. Stipend amount, including tuition waiver, and reference to other benefits (if any), assuming a stipend and/or tuition waiver or benefits are applicable to the appointment;
  - c. Notice of this *Agreement* in the form of a URL link to the *Agreement*;
  - d. Name(s) of the direct supervisor(s), if known at the time of the appointment;
  - e. The average amount of time the GA should expect to engage in employment duties per week; and any administrative requirements imposed by the University;
  - f. Any contingencies to the appointment; such as, but not limited to, admission to the College of Graduate Studies, and/or maintenance of required cumulative graduate grade point average as set by CMU, and enrollment in a minimum number of graduate courses as outlined by the College of Graduate Studies on behalf of the University.

2. Receipt of the letter described above constitutes an offer of employment by the University. It is understood that an offer of employment may be an important factor in the decision of new students whether or not to attend CMU for graduate studies. Nevertheless, the University reserves the right to withdraw or alter the offer for good cause. In such cases, the recipient will receive written notification of a withdrawal of an offer or of any alterations made to their offer of employment.
3. Appointments of Graduate Assistants shall be for at least one semester. Nothing within the terms of this *Agreement*, however, precludes the University from making appointments for periods longer than one semester.
4. A Graduate Assistant will receive from her or his supervisor notice of the amount of time in general he or she should expect to spend on employment duties.

C. Subsequent Employment Notification

1. Subsequently appointed Graduate Assistants shall receive a letter of appointment containing the terms stipulated in Section B(1) of this Article.
2. CMU will make a diligent effort to notify a Graduate Assistant with an existing appointment of a decision to offer or not to offer a subsequent appointment as follows:
  - (a) by April 30 for those who will be employed for the following Fall or Fall and Spring Semesters, or
  - (b) by December 1 for those who will be employed for the following Spring Semester.
3. Section C(2) of this Article shall not be interpreted as preventing later appointments when necessary.

**Article 10  
WORKLOAD**

- A. Appointments shall not exceed an average of ten (10) hours per week for half time appointments and twenty (20) hours per week for full time appointments over the length of a semester appointment. The specific number of hours in any week may vary from the average according to the needs of, and as determined by, the employing unit. However, over the course of an appointment, the average number of hours worked per week shall not exceed the above.
- B. Supervisors shall discuss the scope and pattern of duties with each Graduate Assistant prior to the GA actually performing any assigned duties. This discussion shall occur on the first day of the appointment, or as reasonably practicable subsequent to the first day of employment. Supervisors shall also discuss with GAs the scope and pattern of duties as questions might arise during the course of employment. Should supervisors become aware of potential workload fluctuations of a substantial nature, they will notify affected Graduate Assistants as soon as practicable.

- C. If, during the course of an appointment, it is determined that a GA is expected to work more than the average specified in Section A, above, CMU will increase the appointment or reduce the workload appropriately.
- D. GAs may be appointed at a level less than ten (10) hours (half time), or between ten (10) hours (half time) and twenty (20) hours (full time).

## **Article 11**

### **STANDARD PERFORMANCE REQUIREMENTS/RESPONSIBILITIES**

#### **A. General Requirements**

1. In the performance of their employment responsibilities, all GAs covered by this *Agreement* will conduct themselves at all times in a manner that is professional, courteous and conducive to a professional atmosphere in their class/laboratory, office or department, employing unit (or other work setting) and the University.
2. All GAs are responsible for complying with all applicable University policies and procedures.
3. All GAs will be informed of their duties/responsibilities before being required to perform them. The Union recognizes that there may be occasions when a Graduate Assistant receives her or his duty assignment very close in time to an expectation of performance thereof.
4. Teaching Assistants who are responsible for classroom or laboratory instruction will be informed of their required classroom/laboratory instruction duties, including which specific classes or discussion/laboratory sections will be taught, if any, at the earliest possible opportunity, which in no case should be less than two (2) business days before the first day of the class/laboratory to be taught each semester.

#### **B. Graduate Assistant Responsibilities**

1. The parties to this *Agreement* recognize that GA responsibilities may differ across employing units.
2. All GAs are responsible for following University and departmental policies and procedures applicable to their assignments regarding instruction, assisting in instruction, and/or administrative work.
3. In carrying out their responsibilities GAs will adhere to work-related directives received from assigned faculty of record and/or their immediate supervisor(s).

#### **C. Unit Policies**

1. The University, through its separate employing units, shall communicate in advance where practicable to GAs in each unit any new policies or changes in: existing policy, the

standards of Graduate Assistant conduct, and the penalties, if any, for violating such policies.

2. Written copies of policies, if they are maintained in written form, shall be available at no cost to Graduate Assistants.

## **Article 12 GRADUATE ASSISTANT EVALUATION**

### **A. Teaching Assistant Evaluation**

1. Where applicable, Teaching Assistants shall use the current CMU Student Opinion Survey (SOS) course evaluation forms in each course that they teach. These surveys shall be completed by students enrolled in the course and submitted to the employing unit. At the discretion of the instructor of record and/or supervisor the SOS may be supplemented by additional information gleaned from faculty evaluations.
2. The faculty supervisor of each course taught by a Teaching Assistant (in some cases a Graduate Coordinator) shall submit to the department chair/unit administrator a formal written evaluation of each supervised Teaching Assistant. The evaluation shall occur during the Spring semester of that Graduate Assistant's appointment, or once a year for those on appointments of less than one academic year. After notifying the Graduate Assistant, selected members of the employing unit may visit and observe the Graduate Assistant teaching in the instructional setting. Notice should be provided at least five (5) business days in advance of the visit. Additionally, upon Graduate Assistant request in writing, CMU may observe, when appropriate, the Graduate Assistant teaching in the instructional setting. Information from these visits and observations may be used in the evaluation.
3. Student evaluations of Teaching Assistants (or summaries thereof), formal written evaluations by faculty, evaluations from other Teaching Assistants elicited by the faculty supervisor or the Graduate Assistant, and any relevant supplementary information may be placed in the GA's personnel record. This material shall remain on file consistent with the University's practices for maintaining Graduate Assistant records.
4. Evaluation material described in subsections 1, 2 and 3 above may be used in overall evaluations.
5. Graduate Assistants shall have the opportunity to comment in writing upon the evaluation and such comments shall be placed in the Graduate Assistant's personnel record.
6. The faculty supervisor shall meet with the Teaching Assistant to discuss the completed formal evaluation.
7. CMU shall provide the Graduate Assistant with a copy of the formal written evaluation within thirty (30) calendar days of the receipt of all relevant materials.

B. Administrative Assistant Evaluation

Evaluation of Administrative Assistants shall follow practices established by the University for other Administrative Assistants performing similar professional responsibilities.

**Article 13**  
**TRAINING AND PROFESSIONAL DEVELOPMENT**

- A. The University without limitation is vested with the sole authority for establishing any required orientation and in-service training programs for all Graduate Assistants. The number, type and content of such programs shall, therefore, be established by the University.
- B. Any required training program(s) shall be coordinated through the College of Graduate Studies, departments, academic programs or offices. GAs will not be charged for GA orientation or training that is mandated as part of required GA duties or responsibilities.
- C. GAs covered by this *Agreement* may be required, as part of their regular duties, to attend and participate in orientation or Graduate Assistant training, and other programs. GAs may be excused from orientation or Graduate Assistant training, or other programs only by written agreement from the Dean (or designee) of the College of Graduate Studies for CGS programs and department chairs, graduate coordinators or direct supervisors (Administrative Assistants only) for department sponsored programs. If a GA, who is required to attend orientation, or other training, fails to attend such program(s) and has not obtained prior written approval from the appropriate designee, her or his salary shall be reduced by an amount equal to the hourly rate for the number of hours missed of the orientation and/or training programs.
- D. Required training during the defined work period of a GA's employment will be included as part of the overall workload, as defined in Article 10 (Workload).
- E. CMU, at its sole discretion and through individual employing units, may provide required training that is specific to particular assignments, as necessary.
- F. CMU instructors of record and other supervisors, at their discretion, may provide avenues for professional development. Such avenues may include mentorship in pedagogy and class observation by faculty and/or peers.
- G. The Union may submit to CMU any ideas about new training programs for Graduate Assistants, or modifications to existing training programs. If the Union desires to submit an idea(s), the submission must be made in writing to the Dean of the College of Graduate Studies. The idea(s) presented must be designed to enhance job performance. It shall remain, however, the right of CMU to establish, modify or terminate any training program at its sole discretion.
- H. In addition, upon request, CMU agrees to meet with representatives of the Union, under the auspices of Article 7, in an effort to assure due consideration is given to the development of submitted training program ideas (relating to establishment, modification, or termination thereof). In such meetings CMU agrees to arrange for participation of members of the University community with appropriate expertise.

- I. CMU and the Union shall meet periodically throughout the 2016 – 2017 academic year to discuss developing an in-person orientation scheduled for Fall 2017. These meetings shall occur no less than twice per semester.

#### **Article 14 ADDITIONAL EMPLOYMENT**

- A. Full-time Graduate Assistants (employed 20 hours/week) are working the maximum number of hours allowed to GAs for on-campus employment (20 hours/week). Thus, they may not have additional on-campus employment while classes are in session during the term of their employment as Graduate Assistants without the written consent, in advance, of the Dean of the College of Graduate Studies.
- B. Any outside employment must be undertaken with the understanding that it shall not interfere with responsibilities assigned or inherent in the Graduate Assistant’s position or academic program at CMU.
- C. As to Graduate Assistants not covered by provisions of the United States Immigration and Nationality Act, Title 8 of the U.S. Code (8 USC) [see also Title 8 of the Code of Federal Regulations (8 CFR)],
  1. a full-time Graduate Assistant covered by this *Agreement* may not work for another institution of higher learning without obtaining prior written approval from her or his direct supervisor and/or Dean of the College of Graduate Studies (or her or his designee);
  2. a part-time Graduate Assistant covered by this *Agreement* may work for other institutions of higher learning without giving notice to the University or obtaining approval from the University.
- D. A Graduate Assistant of CMU may not utilize University property in such outside activities, including, but without limitation, course materials, curricula, or other materials.

#### **Article 15 PERSONNEL RECORDS**

- A. The University will maintain a personnel file (record) for each Graduate Assistant represented by this *Agreement*. Only materials that pertain to employment or job performance including, but not limited to, academic records as they pertain to academic requirements for GAs, will be included in the personnel file; however, appropriate medical data sealed in a separate container may be inserted into the file.
- B. It is understood that the personnel file may consist of records maintained in more than one CMU office.
- C. Upon written request to Faculty Personnel Services, a Graduate Assistant will have the right to review her or his personnel file not more than two (2) times in a calendar year, with or without a

Union Representative. If a Graduate Assistant wishes a Union Representative to be able to review her or his file, the name of that Representative will be specified in the written request to review the file. The University will schedule this file review at a reasonable time and place.

- D. A Graduate Assistant shall have the right to receive a copy of any and all parts of her or his personnel file, including all written and electronic materials placed in her or his file. A Graduate Assistant who requests additional copies may be assessed the cost of duplicating the information.
- E. A Graduate Assistant shall have the right to place a written response to any evaluation contained in her or his personnel record.
- F. If a Graduate Assistant disagrees with information contained in a given personnel record, removal or correction of that information may be mutually agreed upon with the University. If agreement is not reached, the GA may submit a written statement explaining her or his position. As long as the original disputed information is a part of the file, the statement of the GA's position shall be included whenever the personnel record is divulged to a third party.

## **Article 16 HEALTH AND SAFETY**

No Graduate Assistant will be required to act, nor will any Graduate Assistant act, in a manner which constitutes a known health or safety hazard in their employment relationship.

## **Article 17 STIPEND**

- A. Each Graduate Assistant, employed by CMU as of the end of the spring semester of the academic year prior to a year noted below, and who shall be employed as a Graduate Assistant during the immediate subsequent academic year, shall receive an increase effective the first pay period of the academic year, as follows:
  - 1. 2016-2017: 1.5%
  - 2. 2017-2018: 2.0%
  - 3. 2018-2019: 2.0%
  - 4. 2019-2020: 1.5%
  - 5. 2020-2021: 2.0%
- B. The minimum stipend amount for newly hired Graduate Assistants shall be as follows:
  - 1. Master's Degree, non-degree graduate students, and Specialist degree students with fewer than 30 hours beyond baccalaureate: \$11,000
  - 2. CS&E master's degree students and Specialist degree students with 30 or more hours beyond baccalaureate: \$11,500
  - 3. PhD, AuD, EdD, and DPT degree students: \$13,400

- C. The minimum stipend amount for returning Graduate Assistants as outlined in Section (A) above shall be as follows:
  - 1. Master’s Degree, non-degree graduate students, and Specialist degree students with fewer than 30 hours beyond baccalaureate: \$11,200
  - 2. CS&E master’s degree students and Specialist degree students with 30 or more hours beyond baccalaureate: \$11,700
  - 3. PhD, AuD, EdD, and DPT degree students: \$13,700
- D. All references are to a full-time appointment for a full academic year. Graduate Assistants appointed on a part-time basis shall receive a stipend based upon the proportion of their part-time appointment to a full-time appointment.
- E. Stipends shall be paid according to the bi-weekly payroll that uses a schedule of eighteen (18) pay dates during the academic year.
- F. In academic year 2019-2020, raises to the minimums outlined in sections (B) and (C) shall be as follows:
  - 1. Master’s Degree, non-degree graduate students, and Specialist degree students with fewer than 30 hours beyond baccalaureate: \$250
  - 2. CS&E master’s degree students and Specialist degree students with 30 or more hours beyond baccalaureate: \$275
  - 3. PhD, AuD, EdD, and DPT degree students: \$350

**Article 18**  
**TUITION SCHOLARSHIP BENEFIT**

- A. The University will continue to make a tuition scholarship benefit available to Graduate Assistants.
- B. Graduate students appointed as full-time Graduate Assistants for the academic year receive a tuition scholarship for courses which they take during their assistantship and the subsequent summer session up to the applicable credit hours outlined below. Any special course fees are the responsibility of the individual Graduate Assistant.
  - 1. Graduate Assistants enrolled in CMU’s master’s degree programs who have full-time assistantships receive a tuition scholarship for up to twenty (20) credit hours. Graduate Assistants enrolled in CMU’s master’s degree programs with less than full-time assistantships receive a tuition scholarship prorated from a base of twenty (20) credits in accordance with the portion of their appointment as a Graduate Assistant. For example, a Graduate Assistant appointed one-half time for an academic year is eligible for up to ten (10) credit hours during the academic year and a Graduate Assistant appointed one-half time for one semester is eligible for up to five (5) credit hours during the current academic

year. Specialist Degree students with less than 30 hours beyond baccalaureate shall be provided tuition scholarship benefit in accordance with this Section.

2. Graduate Assistants enrolled in CMU's doctoral programs receive a tuition scholarship for up to twenty-four (24) credit hours provided they have at least a half-time GA appointment. With less than a half-time appointment, the tuition remission is prorated, using as a base twenty-four (24) credits for a half-time appointment. Specialist Degree students with 30 or more hours beyond baccalaureate shall be provided tuition scholarship benefit in accordance with this Section.

#### **Article 19**

#### **PROFESSIONAL DEVELOPMENT FUND**

- A. The University has provided and will continue to provide an annual professional development fund for use by Graduate Assistants. The total amount of the professional development fund shall be ten thousand (\$10,000) dollars each year of which one thousand (\$1,000) dollars will be used by the Union each year for training and professional development seminars (see Article 4, Section D.3.). This fund shall be administered by the Dean of the College of Graduate Studies. Each Graduate Assistant will be eligible for up to two hundred (\$200.00) dollars per academic year for purposes of attending a professional conference directly related to her or his academic discipline or job duties. The conference must be approved in advance by the Graduate Assistant's department chair (or in the case of Administrative Assistants, one's department supervisor).
- B. The University will announce the availability of unused monies, which may be made available to Graduate Assistants who already have been provided with support on or about March 15 of each year.
- C. A Graduate Assistant desiring to utilize money from this Fund must apply using the appropriate University form(s) and submit such form(s) to the College of Graduate Studies. Monies will be distributed on a reimbursement basis. The University will advise the Union via the Informal Meeting (Article 7) of its development of additional policies and/or procedures to account for such usage and offer the Union an opportunity to provide input.
- D. Nothing in this Article precludes Graduate Assistants from receiving funding from other University sources.

#### **Article 20**

#### **WELLNESS ALLOWANCE**

- A. For each Graduate Assistant, CMU shall provide a wellness allowance in the amount noted below:
  1. 2016-2017: \$350.00
  2. 2017-2018: \$350.00
  3. 2018-2019: \$400.00
  4. 2019-2020: \$500.00
  5. 2020-2021: \$550.00

- B. The amount referenced above shall be based on a full-time appointment for the full academic year. Graduate Assistants appointed on a part-time basis shall receive a wellness allowance amount based upon the proportion of their part-time appointment to a full-time academic year appointment.
- C. The appropriate amount of support shall be included in the bi-weekly payroll for each Graduate Assistant.
- D. The support provided by the terms of this Article shall be used at the discretion of the Graduate Assistant for purposes intended by the parties to this *Agreement*.
- E. The support provided by CMU shall be restricted to the term of this *Agreement* only; and, therefore, shall end at the expiration of this *Agreement*.

## **Article 21 LEAVE TIME**

### A. Sick Leave

A full-time Graduate Assistant shall be eligible for up to five (5) days (20 hours equivalency) of medical leave pay in an academic year (pro-rated if appointed for one semester only) beginning the first day of the initial employment period. The Graduate Assistant must take medical leave when unable to meet employment obligations because of personal illness, injury, or other disabling medical condition, or when the Graduate Assistant's physical presence is needed for direct participation in the care of the Graduate Assistant's ill, injured or disabled spouse, child, mother, father, or other eligible individual. CMU may request documentation of such need, and the Graduate Assistant shall provide documentation when requested. Unused sick time is forfeited at the end of an academic year. Medical leave is not available in the summer.

### B. Charging of Sick Leave

All absences of a Graduate Assistant due to illness or injury shall be charged against the Graduate Assistant's sick leave whether or not her or his department absorbs the work or CMU provides a substitute. A Graduate Assistant will be considered absent if he or she fails to appear for any portion of her or his regularly assigned duties because of illness or injury. Sick leave will be charged in hourly increments for the time absent from work.

### C. Jury Duty/Court Testimony

Graduate Assistants who serve on jury duty or as subpoenaed witnesses during their regular work time (and are not a party to the action or a witness against the University) will be paid regular pay for the time during scheduled working hours/days. When summoned or subpoenaed for jury duty or testimony, the Graduate Assistant shall provide the immediate supervisor (or department or unit designee) with written verification (i.e. copy of summons or subpoena) of the times and dates of the required service.

D. Immigration Proceedings

In the event a Graduate Assistant is unable to meet employment obligations because he or she is compelled during working hours to participate in immigration proceedings for herself or himself or for the Graduate Assistant's spouse, child, or other eligible individual, such absence shall be with compensation for up to two (2) days (8 hours equivalency) of absence. If compelled to participate in immigration proceedings during working hours, the Graduate Assistant shall provide the immediate supervisor (or department or unit designee) with written verification from the involved governmental agency including times and dates relevant to the absence.

E. Bereavement Leave

A Graduate Assistant will be granted up to three (3) consecutive business days off with pay to attend the funeral, memorial, or other similar service or gathering, and/or to make arrangements necessitated by the death of a family member. In this case, family member will be defined as spouse or other eligible individual, parent, child, grandparent, sibling, or the Graduate Assistant's spouse's or other eligible individual's parent, grandparent, or sibling.

F. Replacement Coverage

In the event a Graduate Assistant is unable to meet employment obligations for reasons covered under this Article, the Graduate Assistant will notify the appropriate immediate supervisor (or department or unit designee) as promptly as possible, and in a timely manner provide supporting documentation as requested by the Employer, so that arrangements for the absence can be made by CMU. In addition, a Graduate Assistant will make reasonable efforts to assist in arrangements for another to meet her or his employment obligations. It is the responsibility of the University to find a replacement.

- G. Nothing in this Article prevents a department chair/head from offering additional unpaid time off at their discretion. Unpaid time off because of personal illness, injury, or other disabling medical condition will not be denied unreasonably, regardless of the appointment FTE. The denial of additional time off shall not be subject to the Complaint, Grievance and Resolution Procedure past Step Two (Formal Grievance Resolution).

**Article 22**  
**NECESSARY MATERIALS**

A. Office Space

1. Where available, a department or unit will make reasonable efforts to provide Graduate Assistants access to desks or work surfaces and space in conformity with departmental resources. If a Graduate Assistant is required to hold office hours, suitable space, if available, will be provided to fulfill this requirement. A Graduate Assistant's department or unit shall make arrangements for the Graduate Assistant's reasonable access to their assigned building and workspaces. Such access shall not be unreasonably limited. It is understood that the department chair, unit head or dean will determine space availability and access in conformity with departmental resources.

2. All Graduate Assistants who are expected to meet with students as part of their employment shall have reasonable access to a private space, where available, in reasonable proximity to the Graduate Assistant's assigned workspace and work place for private student or colleague communication. A private space means the area has a door or reasonable separation from other parties.

B. Supplies/Equipment

Subject to departmental resources, 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 a Graduate Assistant to the extent required by her or his employment obligations. Such supplies and equipment shall be kept reasonably accessible, up to date and functional.

**Article 23**  
**NON-DISCRIMINATION AND ANTI-HARASSMENT**

A. Non-Discrimination Policy. University policy states that:

1. CMU is an affirmative action/equal opportunity institution. It encourages diversity and provides equal opportunity in education, employment, all of its programs, and the use of its facilities. It is committed to protecting the constitutional and statutory civil rights of persons connected with the University.
2. Unlawful acts of discrimination or harassment by members of the campus community are prohibited.
3. In addition, even if not illegal, acts are prohibited if they discriminate against any University community member(s) through inappropriate limitation of access to, or participation in, educational, employment, athletic, social, cultural, or other university activities on the basis of age, color, disability, gender, gender identity/gender expression, genetic information, height, marital status, national origin, political persuasion, race, religion, sex, sexual orientation, veteran status, or weight. Limitations are appropriate if they are directly related to a legitimate university purpose, are required by law or rules of associations to which the CMU Board of Trustees has determined the University will belong, are lawfully required by a grant or contract between the University and the state or federal government. Limitations of current facilities related to gender identity/gender expression are excluded from this policy.
4. The President is directed to promulgate practices and procedures to realize this policy. The procedures shall include the identification of an office to which persons are encouraged to report instances of discrimination and a process for the investigation and resolution of these reports/complaints.

B. Anti-Harassment

CMU and Graduate Assistants have the right to be free of illegal harassment by any parties bound by this contract, including harassment due to Union membership.

C. Expansion of Rights

Graduate Assistants will be afforded any additional protections, more expansive than above, as set forth in any future non-discrimination policies of the CMU Board of Trustees, or as protected under federal or state law.

D. Reconciliation

Graduate Assistants, who believe that they have been subject to discrimination or harassment in violation of this Article, must first pursue their claim formally through the CMU Office of Civil Rights and Institutional Equity before seeking a possible remedy through another provision of this *Agreement*.

**Article 24  
CONTINUITY OF OPERATIONS**

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

**Article 25  
SCOPE OF THE AGREEMENT**

- A. This *Agreement* represents the entire agreement between CMU 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 CMU practice(s) either established by CMU or between CMU, the Union, or Graduate Assistants and constitutes the entire agreement between the parties. Any agreement(s) which supplements this *Agreement* shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by CMU 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 CMU and the Union.

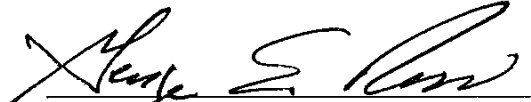
- C. Any agreement reached between CMU and the Union is binding upon all Graduate Assistants who are affected by such agreement and may not be changed by any individual Graduate Assistant.
- D. Should any part or provision of this *Agreement* be rendered or declared illegal or invalid by operation of 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 provision(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, CMU and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

**Article 26**  
**TERM OF THE AGREEMENT**

- A. This *Agreement* between Central Michigan University (“University”) and the Graduate Student Union, AFT-Michigan, AFT, AFL-CIO (Union) shall be effective upon ratification up to and including June 30, 2021, with respect to all provisions of this *Agreement* except as specifically noted.
- B. In the event a successor *Agreement* has not been negotiated by 11:59 pm June 30, 2021, this *Agreement* shall continue in full force and effect unless either the Union or the University gives the other written notice of termination thirty (30) business days prior to June 30, 2021.


SIGNATORIES


CENTRAL MICHIGAN UNIVERSITY


  
George L. Ross, President

  
Michael A. Gealt, Provost

NEGOTIATING TEAM

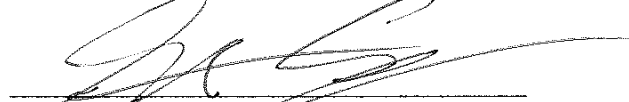
  
Dennis R. Armistead

  
Scott J. Hoffman

  
Kendra Huckins


  
Kara L. Owens

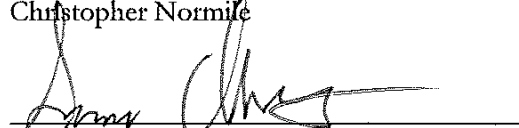
CENTRAL MICHIGAN UNIVERSITY  
GRADUATE STUDENT UNION

  
Stephen Agauas, President, and negotiating  
team member

NEGOTIATING TEAM

  
Jackson Criswell

  
Christopher Normile

  
Sonya Alvarado, AFT-MI


**Memorandum of Understanding  
EXIT SURVEY OF GRADUATE ASSISTANTS**

This Memorandum of Understanding is entered into by Central Michigan University (CMU) and the Graduate Student Union (Union).

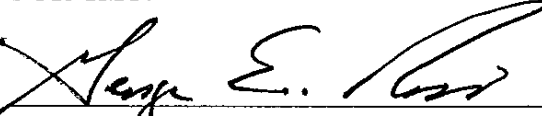
The parties to this Memorandum of Understanding agree that:

- A. The CMU College of Graduate Studies issues an Exit Survey to all Graduate Assistants upon their completion of, or exit from, a graduate degree program;
- B. The Exit Survey henceforth will include employment-related questions suggested by the Union and approved by CMU in addition to current questions;
- C. CMU retains the exclusive prerogative to add to or subtract from questions asked, provided the employment-related questions that are the subject of this Memorandum of Understanding, once added, will not be subtracted without prior discussion with the Union;
- D. CMU will continue to provide Exit Survey feedback about all Graduate Assistants to its departments at its exclusive prerogative;
- E. CMU also retains the exclusive prerogative to discontinue, or otherwise alter, the Exit Survey as it determines; and
- F. CMU will provide the Union with a copy of the survey results.

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Stephen Agauas, President

FOR CMU:

  
\_\_\_\_\_  
George E. Ross, President

  
\_\_\_\_\_  
Michael A. Gealt, Provost

## INDEX

<ul style="list-style-type: none"> <li>Agreement               <ul style="list-style-type: none"> <li>Changes to 6</li> <li>Mutual Intent 2</li> <li>Purpose 1</li> <li>Scope of 24-25</li> <li>Term of 25</li> </ul> </li> <li>Anti-Harassment 23-24</li> <li>Arbitration               <ul style="list-style-type: none"> <li>Arbitrator Fees 11</li> <li>Burden of Proof 10</li> <li>Impartial 9-11</li> <li>Jurisdiction and Authority 10-11</li> <li>Selection of Arbitrator 11-12</li> </ul> </li> <li>Bereavement Leave 22</li> <li>College of Graduate Studies               <ul style="list-style-type: none"> <li>Approval for Additional Employment 17</li> <li>Graduate Assistant Training 3</li> <li>Required Training 16</li> </ul> </li> <li>Definitions               <ul style="list-style-type: none"> <li>Teaching Assistant 1</li> <li>Unit 1</li> </ul> </li> <li>Dues               <ul style="list-style-type: none"> <li>Change of Union Member Status 4</li> <li>Graduate Assistant Training 3</li> <li>Payroll Deduction 4</li> </ul> </li> <li>Elimination of Positions               <ul style="list-style-type: none"> <li>Non-Discrimination 4</li> </ul> </li> <li>Employment               <ul style="list-style-type: none"> <li>Additional 17</li> <li>Appointments 12-13</li> <li>Duties/Responsibilities 14-15</li> <li>Exit Survey 27</li> <li>Letter of Appointment 12-13</li> <li>Posting of Positions 12</li> <li>Process 12-13</li> <li>Subsequent Notification 13</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Evaluations               <ul style="list-style-type: none"> <li>Administrative Assistant 16</li> <li>Student Opinion Survey 15</li> <li>Teaching Assistant 15</li> </ul> </li> <li>Exit Survey 27</li> <li>Graduate Assistants               <ul style="list-style-type: none"> <li>Appointments 12-13</li> <li>Compliance with University Policies 14</li> <li>Expansion of Rights 24</li> <li>Reconciliation 24</li> <li>Responsibilities 14</li> </ul> </li> <li>Grievance               <ul style="list-style-type: none"> <li>Definition 6</li> <li>Disputes over Employee Classification 8</li> <li>Group 7-8</li> <li>Step One (Informal Complaint Resolution) 8</li> <li>Step Two (Formal Grievance Resolution) 8-9</li> <li>Step Three (Impartial Arbitration) 9-11</li> <li>Time for Filing 6</li> <li>Union Representation 7</li> </ul> </li> <li>Health and Safety 18</li> <li>Immigration Proceedings 22</li> <li>Informal Meetings 6</li> <li>Information Provided to Union Member Information 5</li> <li>Jury Duty 21</li> <li>Leave Time 21-22</li> <li>Lockout, Stoppage of Work 24</li> <li>Michigan Employment Relations Act (PERA)               <ul style="list-style-type: none"> <li>Union Membership 4</li> <li>Bargaining Representative 5</li> </ul> </li> </ul>
--	--

Necessary Materials		Information for	4
Office Space	22-23	Work Related Directives	14
Supplies/Equipment	23		
Non-Discrimination		Training	
Against Union Members	4	Excused From	16
Expansion of Rights	24	Failure to Attend	16
Policy	23	New Training Programs	16
Reconciliation	24	Orientation	16
		Required Training Program	16
Orientation		Tuition Scholarship Benefit	
In-Person	17	Benefit	19-20
Payroll Deduction		Special Course Fees	19
Dues	4	Specialist Degree Students	20
Performance Requirements/ Responsibilities		Union Rights	
General Requirements	14	Access to Resources	3
Graduate Assistant Responsibilities	14	Non-Discrimination	4
		University Business	2
		Website	3
Personnel Records		Unit Policies	14-15
Material Included	17		
Review of	17-18	University Policies	
Privacy	5	Compliance with	14
Professional Development		University Property	
Fund	20	Use of	3, 17
Sources for	16-17	University Resources	3
Unused Monies	20		
Replacement Coverage	22	University Rights	
Salary		Changes to Training Programs	16
Minimum Stipend	18-19	Exclusive Rights	2
Reduced for Failing to Attend		Unpaid Time	22
Training	16		
Stipend	18-19	Wellness Allowance	20-21
Sick Leave	21-22	Workload	
Stipend Pay Schedule	18	Number of Hours	13-14
		Required Training	16
Supervisors			
Discussion of Duties	13		
Formal Written Evaluation	15		