

MICHIGAN STATE UNIVERSITY

MEMORANDUM OF UNDERSTANDING BETWEEN MICHIGAN STATE UNIVERSITY AND THE GRADUATE EMPLOYEES UNION

Re: Agreement Between Michigan State University and the Graduate Employees Union re: Coronavirus/COVID-19 – Fall 2021

In response to the novel coronavirus/COVID-19 pandemic, the University suspended face-to-face instruction in lectures, seminars and classroom settings and moved coursework to virtual instruction effective noon March 11, 2020. Commencing in Fall of 2021, the University is moving toward a more typical methodology of classroom instruction. However, some classes that otherwise would have been taught in-person on campus may still be conducted, in whole or in part, remotely.

In light of this situation, the parties agree as follows:

1. Any instruction that would have been scheduled to have been located at the main campus in East Lansing, Michigan, and within the representation of the GEU, will remain within the representation of the GEU regardless of whether it is delivered, in whole or in part, through remote instruction.

Teaching Assistants teaching remotely from foreign nations due to the coronavirus/COVID-19 pandemic and who are unable to travel to the United States will remain within the bargaining unit represented by the GEU provided;

- a. Said Teaching Assistants are providing instruction that was scheduled to be located at the main campus in East Lansing, Michigan or was scheduled to be otherwise within the representation of the GEU.
- b. The inclusion of said Teaching Assistants in the bargaining unit complies with all applicable laws of the United States and other relevant nations and entities.
- c. The inclusion of said Teaching Assistants in the bargaining unit does not create any obligations on the University beyond those imposed by the Collective Bargaining Agreement between the University and the Union and the laws of the United States and the State of Michigan.



Human Resources

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- d. This agreement shall be without prejudice to the positions of either party as to whether the described positions would or would not ordinarily fall into the bargaining unit represented by the GEU.
2. Employees shall be subject to the University's vaccination and face covering requirements.
3. Employees may discuss the mode of instruction with the relevant unit leadership. Unit administrators shall make reasonable efforts to accommodate employees' requests when consistent with operational needs and may not reject such requests for arbitrary or capricious reasons.
4. After consultation with and approval from relevant unit administration, an employee shall be permitted to change course modality when the Ingham County Health Department (ICHD) and/or MSU contact tracing staff inform that employee of a case of COVID-19 in a class the employee is scheduled to teach.
5. Employees shall not be subject to discipline or negative performance reviews due to a decision to shift modalities after appropriate consultation with, and approval from, their unit(s). This provision shall not apply to instances of poor performance or misconduct. Employees shall not be subject to discipline or negative performance reviews due to their upholding of University policy regarding vaccine mandates or mask usage.
6. Employees should address students failing to wear masks in accordance with instruction from the University. The University reserves the right to change that guidance at either the University, unit or class level. At the time of this Memorandum of Understanding, the guidance to instructors includes the following:
 - a. Remind the entire class of the mask requirement and request all to comply.
 - b. Request a non-compliant student to comply with the mask requirement or leave the building. The instructor should note that a student's refusal to wear a mask warrants a referral for disciplinary action. If a student has forgotten their mask, they should be allowed to leave to go get one.
 - c. If a direct request to comply with the mask mandate is ignored, the instructor should inform the class that the entire class will be dismissed for the day unless everyone is in compliance with the mask mandate.
 - d. If a non-compliant student refuses to wear a mask or leave the classroom, class should be dismissed. In these situations, instructors should notify their department chairs and work with the college to ensure appropriate measures are taken to help ensure that the next class meeting can be held safely.
 - e. If there is an incident related to properly worn face coverings in class, instructors should immediately file a report with their academic

unit's leader (e.g., department head, director of academic affairs, or director) that includes a written record of the facts.

A student refusing to wear a mask when required by the university shall be subject to referral to the disciplinary processes concerning disruptive students.

7. Requirements for contact tracing and notification of positive cases will be addressed centrally by the University in collaboration with local health officials. Employees will not be required to notify students of possible exposures to COVID-19.
8. Any disagreement as to the application of this Memorandum of Understanding in a particular case or cases shall properly be the subject of a Special Conference under Article 25 of the parties 2019 to 2023 Collective Bargaining Agreement.

This Memorandum of Understanding applies to the Fall 2021 semester only. The parties agree to discuss continuing this Memorandum of Understanding for future semesters.

The Union and the Employer acknowledge that this Agreement is offered on a non-precedent setting basis. It does not obligate the Employer to offer similar agreements in the future, nor does it imply any obligation on the part of the Union to accept such offer in the future, if made.

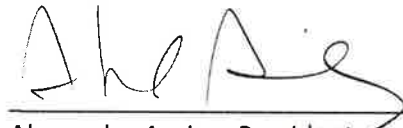
FOR THE EMPLOYER



Richard W. Fanning, Jr., Director
Office of Employee Relations

Date: 9/07/2021

FOR THE UNION



Alexander Aaring, President
Graduate Employees Union

Date: September 3, 2021



Dr. Suzanne Lang, Associate Provost
and Associate VP for Academic Human Resources

Date: 9/07/2021