

Agreement between

**MICHIGAN STATE UNIVERSITY**



and

**Union of Nontenure-track Faculty  
of  
Michigan State University**



May 16, 2010 – May 15, 2014

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## PURPOSE AND INTENT

The purpose of the Agreement is to establish the terms and conditions of employment for the Employees covered. It is the intent and purpose of the parties that this Agreement provides for cooperative relations between Employer and Employees.

The University, the Union, and Employees support and uphold the values of academic freedom in matters which relate to the acquisition and dissemination of knowledge, research design and execution, the free expression of theories and opinion, etcetera.

It is expressly understood and agreed by the parties that this Article does not establish any rights for any party, is not subject to the grievance or arbitration procedures of the Agreement, and may not be relied on in support of a grievance or other action.

The parties recognize the interest of the Employer and job security of the employees depends upon the Employer's success in establishing a proper service to the public and especially to students of the University.

To these ends, the Employer and the Union of Nontenure-track Faculty encourage, to the fullest degree, cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 1  
RECOGNITION

- I. Pursuant to authority vested in the Michigan Employment Relations Commission, IT IS HEREBY CERTIFIED that
- Union of Nontenure-track Faculty/AFT, AFL-CIO
- II. Has been designated and selected by a majority of the employees of the above-named employer, in the unit described below, as their representative for the purposes of collective bargaining, and that pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.
- III. Michigan State University recognizes the Union of Nontenure-track Faculty/AFT, AFL-CIO as the exclusive representative, in accordance with Michigan Employment Relations Commission Case No. R09 C034 of all employees in the following unit for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment.
- IV. Included:
- A. All fixed term faculty and fixed term academic staff who: (1) are currently teaching regularly scheduled credit courses, or (2) are currently teaching non-credit courses that are required for degree completion, degree program admittance, or teacher certification.
  - B. "Currently teaching" means only that bargaining unit inclusion will be determined according to the duties assigned to an employee in any one semester, regardless of the duties assigned in any other semester.
- V. Excluded:
- A. All faculty appointed in the tenure system;
  - B. All fixed term faculty and fixed term academic staff whose only teaching of credit courses consists of individualized research, outreach and engagement mentorship courses;
  - C. All fixed term faculty and fixed term academic staff whose only teaching duties consist of guest lectures and presentations;
  - D. All employees appointed within a continuing appointment system;
  - E. All employees appointed within NSCL;
  - F. All adjunct, clinical, and military faculty and academic staff with no MSU salary;

- G. All Faculty in the colleges of Human Medicine, Osteopathic Medicine, Nursing, and Veterinary Medicine who as a part of their assignment are engaged in the direct provision of medical services;
- H. All Michigan State University Extension Service academic staff whose regular assignment base is not the main campus of Michigan State University in East Lansing or Lansing, Michigan;
- I. All Michigan State University faculty and academic staff whose regular assignment base is not the main campus of Michigan State University in East Lansing or Lansing, Michigan;
- J. All MSU faculty and academic staff who are engaged in non-credit instructional activities only, except for the non-credit instructional duties specifically included above.
- K. All Advisors without credit instructional duties, except for the non-credit instructional duties specifically included above;
- L. All librarians without credit instructional duties, except for the non-credit instructional duties specifically included above;
- M. All research associates and post-doctoral fellows;
- N. All visiting faculty with tenure or tenure system status at another institution of higher education;
- O. All coaches, including assistant and associate coaches;
- P. All executive managers;
- Q. All supervisors; confidential employees; employees represented by other recognized bargaining agents at MSU; and all other employees.

ARTICLE 2  
AGREEMENT

- I. THIS AGREEMENT entered into this 13th day of May 2010, between the Board of Trustees of Michigan State University (hereinafter referred to as the “Employer”) and the Michigan State University Union of Nontenure-track Faculty (hereinafter referred to as the “UNTF” or “the Union”).
- II. The Union will furnish the Office of Employee Relations with the names of its Executive Board members and such changes as may occur from time to time with such personnel. The Employer will in return, keep the UNTF advised as to its representatives.
- III. No provision of this Agreement or any supplement thereto shall be waived or modified in any way unless such waiver or modification is agreed to in writing between the Employer and the UNTF.
- IV. Throughout this Agreement, any reference made to gender shall include male and female employees even if indicated in the masculine form, unless specifically relating to either gender and not the other.
- V. For the purpose of this Agreement, it is expressly understood and agreed by the parties hereto that introductory titles or headings preceding the Articles set forth herein shall not be held to in any way affect the substance, meaning or intent of any of the terms or provisions of said Article(s) contained in this Agreement.

ARTICLE 3

EFFECTIVE DATE

This Agreement shall become effective May 16, 2010. IN WITNESS WHEREOF, the parties have set their hands this 13th day of May, 2010.

FOR THE EMPLOYER

FOR THE UNION

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Dr. Kim Wilcox, Provost  
Office of the Provost

---

Andrew Corner, Instructor  
Department of Advertising, Public Relations,  
and Retailing

---

Dr. Fred L. Poston, Vice President & Treasurer  
Finance and Operations

---

Dr. Penny Gardner, Assistant Professor  
WRAC

---

Theodore H. Curry II, Associate Provost and  
Associate VP for Academic Human Resources

---

Dr. Alyssa Picard, Staff Representative  
AFT Michigan

---

Brent Bowditch, Assistant Vice President for  
Human Resources

---

Don Power, Consultant

---

Dr. Robert Banks, Senior Consultant and  
Associate Vice President Emeritus

---

Dr. Adan Quan, Assistant Professor  
Anthropology

---

James D. Nash, Director  
Office of Employee Relations

---

Dr. Stephen Thomas, Assistant Professor  
Department of Zoology

---

Jeffry Brodie, Senior HR Professional  
Office of Employee Relations

---

Dr. Robert Caldwell, Associate Dean  
College of Social Science

---

Katheryn Elliott, Assistant Director  
Office of Employee Relations

---

Renée Felan, Employee Relations Professional  
Office of Employee Relations

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Dr. Douglas A. Noverr, Senior Associate Dean  
College of Arts & Letters

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Dr. Richard Schwartz, Associate Dean  
College of Natural Science

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Dr. Eileen Wilson, Assistant Dean  
Undergrad. Education & Academic Services  
Broad College of Business

## ARTICLE 4

### DEFINITIONS

- I. Academic Year Appointment (AY) –An academic year appointment covers a full twelve month period with a nine-month assignment of duties and responsibilities, including related departmental meetings before registration in the fall and commencement and grade-reporting in the spring. The assignment period will normally be from August 16 through May 15 of the following calendar year. The two-week period preceding classes will be an orientation/planning time. AY appointments may be full-time or part-time.
- II. Agreement – The collective bargaining agreement between Michigan State University and the Union of Nontenure-track Faculty.
- III. Annual Year Appointment (AN) –An annual appointment is for a full-year assignment of duties and responsibilities including periods of annual leave and paid holidays. An appointment may also be full-time or part-time.
- IV. Continuous Employment—The term continuous, as applied to those employees on academic year appointments, excludes summer term.
- V. Day – Unless otherwise specified, the term “day” shall mean a calendar day. Day refers to every day of the week and does not exclude weekends or holidays.
- VI. Employee – The term “Employee” (and “Employees”) as used in this Agreement shall mean a member of the bargaining unit who is on an active appointment with Michigan State University.
- VII. Employer – Michigan State University (MSU). Whenever the words “University” or “Employer” appear in this Agreement, they shall mean Michigan State University.
- VIII. FTE Service Months – The cumulative full-time equivalent (FTE) months of service for University employment of 50% or greater. FTE service months will be credited each month as follows:
  - A. 1.00 credit per month for full-time (90% - 100%) employees
  - B. .75 credit per month for  $\frac{3}{4}$  time (65% - 89.9%) employees
  - C. .50 credit per month for  $\frac{1}{2}$  time (50% - 64.9%) employees
- IX. Union – The Union of Nontenure-track Faculty at MSU. Whenever the terms “UNTF” or “Union” appear in this Agreement, they shall mean the Union of Nontenure-track Faculty.

## ARTICLE 5

### NON-DISCRIMINATION

- I. The Employer and the Union shall adhere to the non-discrimination policies adopted by the Board of Trustees and to applicable federal, state, and local non-discrimination laws and regulations.
- II. If an employee claiming a violation of this article elects to proceed to an administrative agency or to court during the pendency of the grievance or at any time prior to the issuance of the written opinion and award of an arbitrator, the grievance will be considered to have been withdrawn.
- III. Union Activities

Neither the Employer nor the Union shall discriminate against, intimidate, restrain, coerce, or interfere with an Employee because of, or with respect to, her or his lawful Union activities, including participation in a grievance, or membership, or the right to refrain from such activities or membership. In addition, there shall be no discrimination against any Employee in the application of the terms of this Agreement because of membership or non-membership in the Union.

## ARTICLE 6

### UNION DUES AND REPRESENTATION FEES

#### I. GENERAL TERMS

- A. The parties recognize that the proper negotiation and administration of a Collective Bargaining Agreement and the fulfillment by the Union of its statutory duty of representation entail expenses, which are appropriately shared by all Employees who are the beneficiaries of such Agreements. As a condition of employment, each Employee, on or before the 60<sup>th</sup> day after the effective date of this Agreement and, thereafter, on or before the 30<sup>th</sup> day after the start of employment, whichever is later, and monthly thereafter, shall tender to the Union either periodic and uniformly required membership dues or, in the alternative, representation fees as certified by the Union of Nontenure-track Faculty.
- B. During the term of this Agreement, the Employer will deduct current Union dues or representation fees from the salary of each Employee who authorizes such deduction by using a mutually agreed upon payroll deduction authorization form/membership card provided by the Union. New individual orders submitted to the Employer's payroll office on or before the last calendar day for each month will be effective for deductions in the following month.
- C. The Employer (appointing unit) shall within fifteen (15) calendar days following the offer of an appointment, or the start of the employment period, whichever is later, inform each new Employee of his/her obligations under this article and will provide a payroll deduction authorization form/membership card. Such payroll deduction authorization form/membership card shall be provided to the Employer by the Union. The payroll deduction authorization form/membership card will be provided to all new Employees with their appointment forms, and thereafter will be available to all Employees through their department, unit, and/or from the Union.
- D. The Employer will deduct Union dues or representation fees on a monthly basis.
- E. The amount or rate of the deductions shall be certified to the Employer in writing by the Union's financial officer. The Employer shall implement any changes in the certified deduction amount as soon as possible, but in no case later than sixty (60) days after notification by the Union.
- F. The Employer will remit all deductions to the Union for each month that dues or fees were deducted within twenty (20) days after the payday covering the pay period of the deduction. At the same time, the Employer will provide the Union with a list of all Employees from whose pay dues or fees have been deducted. This list shall be alphabetical and contain the name of the Employee, the MSU-Net ID of the Employee, the amount deducted from each Employee's pay and whether this amount represents dues or fees unless doing so violates law, in which case information shall be anonymous. This list will be provided by the Employer in a mutually agreed format. The Union shall provide the Employer with a Dues and Representation Fee Discrepancy Report listing under-deductions within twenty (20) working days following the receipt of the sums and

the lists of names described above. The Employer shall review the Dues and Representation Fee Discrepancy Report and make all appropriate adjustments to payroll deductions as early as feasible, but no later than the second subsequent payday. In cases where a deduction is made that duplicates a payment already made to the Union by an Employee, or where a deduction is not in conformity with the dues and fee structure of the Union, refunds to the Employee shall be made by the Union.

- G. Dues and fees shall be calculated over the entire employment period.
- H. When an Employee who has a payroll deduction authorization form/membership card on file with the Employer Payroll Office, or for whom automatic deduction has been authorized under Section III, ceases to be in the bargaining unit, the dues and fees deduction under this Agreement shall cease unless the Employee resumes employment in the bargaining unit.
- I. The Union shall protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.
- J. If an Employee has tendered directly to the Union his/her membership dues or the representation fee, or has a written authorization in effect requiring the deduction of dues or representation fees, the Employee shall not under any circumstance risk the loss of job because of a lack of good standing in the Union. The Union cannot cause the discharge of an Employee who has resigned from or has been expelled by the Union for any reason.

## II. UNION MEMBERSHIP DUES

If the Employee desires to join the UNTF, the Employee shall complete the payroll deduction authorization/membership card and submit it to the Union office.

## III. REPRESENTATION FEES

- A. If the employee does not desire to join the UNTF, the employee shall complete the payroll deduction authorization/membership card for representation fees and submit it to the Union office.
- B. As a condition of employment, an Employee(s) represented by the Union who does not make application for membership in accordance with section II shall tender to the Union a representation fee in the amount as certified by the Union of Nontenure-track Faculty. This amount shall not exceed the membership dues of the Union.
- C. The Union shall make reasonable efforts to provide written notice to all non-members of the amount of the representation fee, an explanation of the basis for the fee, and certification that said fee includes only those amounts legally assessed by the Union.
- D. In the event the non-member does not complete a payroll deduction authorization form/membership card, or does not tender representation fees within thirty (30) calendar days from the start of the employment period:

1. The Union shall notify the Employee by certified mail explaining that the Employee is delinquent in tendering representation fees.
  2. This notice will:
    - a. State the amount of the delinquency;
    - b. Warn the Employee that he/she has 10 days to either pay the delinquent fees in full or agree on terms with the Union;
    - c. State that if the Employee fails to respond to such notice within ten (10) days, the Union shall request that the Office of Employee Relations authorize deduction of representation fees as provided in this Agreement.
- E. If the representation fees are not paid, or arrangements for payment have not been made with the Union, the Union shall provide a copy of the letter sent to the Employee and the following notice to the Office of Employee Relations at the end of the ten (10) day period.
- The Union certifies that     name (s)     has/have failed to tender the periodic and uniformly required Union representation fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that the Office of Employee Relations authorize payroll deduction of such representation fees in accordance with the terms of this Agreement.
- The Office of Employee Relations shall notify the payroll office and the Union within ten (10) working days that the Union is authorized to receive the delinquent representation fees from the employee through mandatory payroll deductions effective with the next payroll cycle. The Union shall notify payroll of the name (s) of the Employee(s), and months for which representation fees are owed. The employer, upon proper written notice from the Union, will deduct the representation fee from the Employee's wages and remit same to the Union pursuant to the conditions as specified in section D.
- F. Should the provision for payroll deduction of the representation fee in paragraphs D. and E. above be found contrary to law, the parties agree to meet for the purpose of renegotiating the provision.

## ARTICLE 7

### MANAGEMENT SECURITY

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

## ARTICLE 8

### EMPLOYER RIGHTS

- I. The Employer and the Union expressly agree that, except as abridged by this Agreement, all powers, rights, and authority of the Employer are reserved by the Employer, and that the Employer retains sole and exclusive control over any and all matters concerning the operation, management, and administration of the University, the control of its properties and the maintenance of order and efficiency of the workforce, and complete authority to exercise those rights and powers, including, by way of illustration but not by way of limitation, the exclusive right and authority:
  - A. to determine the type, kind, and schedule of services to be rendered and the work to be performed by Employees covered by this Agreement;
  - B. to make all financial decisions, including decisions concerning all accounting, bookkeeping, and other record keeping methods and procedures;
  - C. to determine the number, location, or relocation of facilities, buildings, and rooms;
  - D. to determine its organizational and business structure;
  - E. to determine whether to discontinue work and whether to purchase services from others;
  - F. to determine the necessity for work by Employees;
  - G. to discipline, suspend, or discharge Employees for just cause;
  - H. to make offers of appointment. Offers of appointment may only be extended by the employing units. There is no presumption of reappointment beyond the term of appointment;
  - I. to lay off or relieve employees from duty because of lack of work, lack of funds or for other business or academic reasons deemed appropriate by the Employer;
  - J. to determine the amount and type of supervision;
  - K. to determine the method and means by which work shall be performed and services provided;
  - L. to have any work performed at any other location.
- II. It is further expressly agreed except as abridged by the terms of this Agreement that the Employer retains sole and exclusive control over all matters pertaining to the selection, direction, instruction, and control of employees, including, by way of illustration but not by way of limitation, the right:
  - A. to hire, select, make assignments for, and promote employees;
  - B. to determine the number and qualifications of employees;

- C. to adopt and enforce policies, rules and regulations, including rules and regulations covering health and safety matters on University premises, in the performance of University-related activities, and at University-sponsored activities subject to the duty to bargain.
  - D. to determine quality and performance standards;
  - E. to determine the allocation and assignment of work to employees;
  - F. to determine job content;
  - G. to establish new job classifications and modify and eliminate existing classifications;
  - H. to determine class size;
  - I. to determine all academic policies, procedures, rules and regulations;
  - J. to determine program or course curriculum and content and style and mode of instruction;
  - K. to determine and require appropriate training; and
  - L. to perform all other functions inherent in the administration, management, and control of the University.
- III. The University's failure to exercise any right, prerogative, or function hereby reserved to it, or the University's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the University's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 9  
UNION RIGHTS

I. Union-Employer Business

The Union's designated representatives will be permitted to transact official business with appropriate representatives of the University at mutually agreeable times provided that they follow regular university procedures.

II. Union Meetings on Campus

The Union may request to schedule periodic meetings to conduct Union business on campus, subject to customary charges, if any. Requests for such space shall be processed through regular Employer procedures. Other facilities or equipment, such as computing and audiovisual, if available, will also be accessible at customary charges, if any.

III. Employee Information

When the Employer deems necessary, a reasonable charge may be assessed to the Union for informational materials requested under statute.

IV. Current Bargaining Unit List

At a regular time each month the Employer shall furnish to the Union a list of employees in the bargaining unit. This list shall contain the following:

- A. Employee's first name
- B. Employee's last name
- C. Employing unit
- D. Job title
- E. Rate of pay
- F. Office address and phone number (if not protected)
- G. Home address and phone number (if not protected)
- H. Net ID
- I. Employment percentage
- J. Employment date
- K. ZPID
- L. Race

M. Gender

N. Date of birth

V. Additional Report

Bargaining unit citizenship status information will be provided to the Union on a monthly basis but will not be linked to individual Employees.

VI. Union Information

The Union shall notify the Employer of the names of its officers and representatives and the address to be used for written correspondence to the Union.

VII. Website

The Employer shall provide the Union's contact information, including its website address, and a working and reasonably visible Internet link to this Agreement on the University's Human Resources website.

VIII. Union Communication

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

## ARTICLE 10

### SPECIAL CONFERENCES

#### I. Arrangement

Special conferences on issues of mutual interest to Employees and the Employer may be arranged between the Union and the Employer. Such conferences shall not be construed as a replacement for, or circumvention of, the grievance procedure.

#### II. Scheduling

- A. Arrangements for such conferences shall be made in advance by the submission of an agenda identifying matters to be discussed. The meeting shall be scheduled within fourteen (14) calendar days of the submission of an agenda.
- B. Such conferences shall be between representatives of the Employer and up to a maximum of five (5) representatives of the Union. More may attend by mutual agreement of the parties.
- C. Any matter discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of this Agreement, or the rights of either the Employer or the Union under the terms of the Agreement.

## ARTICLE 11

### GRIEVANCE DEFINITION AND PROCEDURE

- I. The primary purpose of this procedure is to secure, at the lowest level possible, a solution to employee grievances.
- II. The parties agree that any individual employee at any time may present grievances to the Employer and have the grievances adjusted, without intervention of the Union, if the resolution is not inconsistent with the terms of this collective bargaining agreement now in effect.
- III. Definition of Grievance
  - A. A grievance shall be defined as a written notice of dispute, concerning the interpretation, application and alleged violation of any of the terms of this Agreement. It shall contain the date of the alleged violation(s), the specific section(s) of the Agreement involved, and it shall specify a remedy sought.
  - B. Individual grievances shall be signed by the affected Employee and by a Union representative. Group grievances shall be signed by at least one affected employee and a Union representative. Union grievances shall be signed by a Union representative.

#### IV. Individual Grievance

Any Employee having a dispute over the interpretation or application of the terms of this Agreement shall present it to the Employer in the manner described below.

#### V. Group Grievance

A group grievance shall be only one in which the fact(s) in question and the provisions of the Agreement alleged to be violated are substantially the same as they relate to all employees in the identified group. In the event that employees have a group grievance, the Union Representative shall submit the grievance on behalf of all affected employees. When the affected group is contained within one department, college, or division, the grievance shall be initiated at Step 1 of the grievance procedure. Any other group grievance shall begin at Step 2.

#### VI. Union Grievance

When the Union alleges a violation of a contract provision in which the aggrieved party is the Union itself, the Union shall submit its grievance at Step Two. Union Grievances shall be signed by a Union Representative.

#### VII. Written Grievance Steps

##### A. Step 1

1. If a grievance raised by an employee or group of employees is not resolved informally, the Employee or employees, must reduce the grievance to writing and present it to the immediate supervisor or designated employing unit representative within fourteen (14) days after

its alleged occurrence or fourteen (14) days after the employee should reasonably have been aware of the events giving rise to the grievance, whichever is later. The grievance shall set forth the facts, including the alleged date(s) of the violation(s), the provisions of this Agreement that are alleged to have been violated, and the remedy desired. The grievance shall not be considered submitted until the immediate supervisor or designated employing unit representative receives the written grievance.

2. The immediate supervisor or designated employing unit representative will schedule a meeting with the grievant and the Union Representative within seven (7) days from the day the written grievance was received. The grievance hearing will be held within a reasonable time thereafter. The immediate supervisor or designated representative will then answer the grievance in writing within seven (7) days from the meeting at which the grievance was discussed.

B. Step 2

1. For grievances filed at Step 1, if the answer from the immediate supervisor or designee is not satisfactory, the grievant(s) shall submit an appeal within ten (10) days of the receipt of the Step 1 answer to the Associate Provost for Academic Human Resources or designee, indicating the reasons why the written answer of the administrative head or designee was unsatisfactory.
2. A group or individual grievance initially filed at Step 2 must be filed within fourteen (14) days after the alleged occurrence of the event(s) giving rise to the grievance or fourteen (14) days after the grievant should reasonably have been aware of the events giving rise to the grievance, whichever is later.
3. Upon receipt of a Step 2 grievance, the Associate Provost for Academic Human Resources or designee will schedule a meeting between no more than three (3) representatives of the Union, excluding the grievant, and three (3) representatives of the Employer within seven (7) days from the date the appeal is received to discuss the grievance. The Associate Provost for Academic Human Resources or designee will then answer the grievance in writing within ten (10) days from the date of the meeting at which the grievance was discussed.

VIII. Arbitration

A. Step 3

1. If the Associate Provost for Academic Human Resources or designee's Step 2 answer is unacceptable to the Union, settlement may be determined by a decision of an arbitrator selected by the parties. The Union will notify the Associate Provost for Academic Human Resources or designee within ten (10) days after the receipt of the Step 2 answer if the Union wishes to appeal the grievance to arbitration by filing a demand

for arbitration with the American Arbitration Association (AAA) with a copy to the Associate Provost for Academic Human Resources or designee.

2. Following written notice from the Union of its intent to arbitrate, the Employer and the Union shall attempt to select an arbitrator. If an arbitrator is not selected within five (5) days of the written notice, the Union, within the next ten (10) days may file its demand with the American Arbitration Association to administer the process.
3. The Arbitrator will be requested to issue his/her decision within thirty (30) days after the conclusion of testimony, argument and submission of briefs. The decision of the Arbitrator will be final and binding on all parties, and judgment therein may be entered in any court of competent jurisdiction.
4. The process of expedited arbitration, under the rules of the American Arbitration Association, may be utilized by mutual written agreement of the Employer and Union on a case by case basis.
5. The fees and approved expenses of an arbitrator will be borne equally by the Employer and the Union.
6. The rules of the AAA shall apply to all arbitration hearings.
7. The use of a court reporter will be permitted at the request of either party. The cost of the court reporter will be paid by the party requesting the court reporter. A copy of the transcript will be provided without cost to the party not requesting the court reporter.

**B. Arbitrator's Power**

1. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union, nor shall he/she impose on either party a limitation or obligation not explicitly provided for in this Agreement.
2. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provisions of this Agreement at issue between the Union and the Company.
3. Where either party challenges the jurisdiction of the arbitrator, a hearing will be held to determine whether the arbitrator does have jurisdiction before the hearing can be held on the merits. The arbitrator shall have no authority in any circumstances to award back pay or any other monetary relief for any period of time which pre-dates 15 days from the date the grievance is filed, nor shall the arbitrator award back pay or other monetary relief which is greater than the grievant would have been entitled to if there had been no violation.

4. The arbitrator shall have no authority to establish wage and salary scales, to change any wage or salary rate, or change classification descriptions except as otherwise provided in this Agreement.
5. The arbitrator shall have no authority to reinstate a grievant, but only to award applicable monetary damages to the end of the appointment period. Computation of back wages or benefits, if appropriate, must include offsets for unemployment compensation, Workers Compensation, and wages and benefits earned with other employers during the computation period.
6. The Arbitrator may make no award which provides the employee compensation greater than would have resulted had there been no violation.
7. If a grievance is appealed to arbitration and the arbitrator finds no authority to rule on such case, the matter shall be returned to the parties without decision or recommendation on the merits of the case.

C. Excluded from Arbitration

1. Excluded from arbitration are disputes and unresolved grievances concerning merit increase decisions, academic matters, appointments, and those matters provided for in provisions on probationary employees.
2. In the event an employee is concurrently employed in a position that is included in the representation definition of this Agreement and a position that is excluded from representation by the Union the following shall apply;
  - a. Matters pertaining to terms of employment as an employee covered by the Collective Bargaining Agreement may only be processed and adjudicated under the terms of the Agreement and,
  - b. Matters pertaining to terms of employment as an employee not covered by the Collective Bargaining Agreement may only be processed and adjudicated under existing University policies and procedures and shall not be subject to the provisions of this Agreement.
3. In no event shall rights from either employment status be held or applied to the other.

D. Finality of Decisions

The arbitrator's decision shall be final and binding upon the Union and its members, the Employee or employees involved and the Employer, provided however, either party retains all legal rights to challenge arbitration decisions thereof where such action is beyond the power of the arbitrator or where the award was procured by fraud, misconduct or unlawful means.

IX. Other Provisions

- A. Grievances shall be processed as rapidly as practicable. The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the grievance process. Time limits may be shortened or extended by mutual written agreement between the parties.
- B. Any expense incurred for counsel, assistance or representation is the responsibility of the grievant.
- C. Where more than one grievance involves similar issues, the additional grievances shall be held in abeyance without prejudice pending disposition of the appeal to Step 3 of the representative grievance.
- D. Failure of the grievant to appeal a decision within the specified time limits shall be considered settled on the basis of the employer's last answer and not be subject to further review. Failure of the Employer to render a decision on a grievance within the specified time limits shall permit its appeal by the grievant to the next step per the timelines established for moving the grievance to the next level.
- E. Steps of the grievance procedure may be waived or modified in writing and by mutual agreement of both parties. The Union and/or grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.
- F. The Union Representative may represent the Employee at all steps of the grievance procedure. An alternative Union Representative shall be designated by the Union to act in the absence of the Union Representative.

## ARTICLE 12

### ACADEMIC FREEDOM

#### I. Academic Freedom

All employees shall enjoy the rights of academic freedom as stated in the University policy on Academic Freedom.

#### II. Academic Governance

A. Employees represented by the Union shall be permitted to participate in academic governance in conformity with department, college & university bylaws for academic governance and as allowed or encouraged by unit practices.

B. Employees represented by the union shall recuse themselves during meetings on academic governance regarding matters related to wages, hours or supervisory functions.

#### III. Academic Matters

A. Academic matters are the essential elements of the student educational experience. These academic matters include, but are not limited to, curriculum, learning goals and outcomes, admission to programs and graduation requirements, grading practices and policies.

B. The Employer has the authority to establish and revise procedures, reasonable rules governing conduct, regulations and policies with respect to academic matters, and to incorporate these procedures, rules and policies into the documents that define and guide the activities and the relationships of students and faculty.

C. An arbitrator shall not have any authority to substitute his or her judgment for the Employer's with respect to any academic matter.

## ARTICLE 13

### EMPLOYEE RIGHTS

#### I. Texts

The Employing Unit will make arrangements for Employees to be able to obtain texts when provided free of charge by the publisher. Any instructional materials that the dean, department chair or designee requires to be used in teaching a course or that are required of students taking the course will be made available at no cost to the Employee.

#### II. Supplies and Equipment

A. The Employing Unit will determine the need for use and access to supplies and equipment, as described below:

1. Supplies and use of duplicating, collating, and other office machinery of a department or unit shall be made available without charge to an Employee to the extent required by his/her employment obligations.
2. Technology and technological support will be made available, without charge, as required by the Employee's employment obligations. This includes an MSU e-mail account, institutional file space, and access to computing facilities (including internet access).
3. Access to classroom facilities, storage space, office and desk space, laboratories and instructional equipment, telephone, and voicemail will be granted when required by his/her employment obligations.
4. Employer-required training will be available when deemed necessary by the Employing Unit.

#### III. Mailboxes

Each Employing Unit shall make available a convenient receptacle at a designated location for Employees to receive business addressed correspondence.

#### IV. Library Privileges

Employees will be afforded borrowing and inter library loan privileges in accordance with normal library procedures for other academic staff through the University Libraries. They may also request materials needed for their courses be placed on reserve for the semester. Employees are required to request these privileges from the circulation desk attendant in accordance with normal library procedures. Employees may submit a request for library acquisitions through the normal procedures in the department and/or college.

## ARTICLE 14

### COPYRIGHTED MATERIALS

- I. The policy, "Development of Copyrighted Materials-Faculty Handbook," dated May 6, 2005 applies to Employees under this Agreement.
- II. In the event the Employer proposes to make changes to policies regarding intellectual property in place as of April 15<sup>th</sup> 2010, the Employer will provide reasonable notice of the intent to make changes, and upon request, will engage in impact negotiations with the Union.

ARTICLE 15  
APPOINTMENTS

- I. All Employees shall be appointed with the Designation A or B.
  - A. Appointment Designations
    1. Appointments of Designation A may be made on a semester, academic year or annual basis.
    2. Appointments of Designation B are no less than three (3) years and may be made on a semester, academic year or annual basis. The precise term of the appointment will be at the discretion of the Employing Unit.
  - B. General Provisions
    1. The Unit Head of the Employee's Unit shall make recommendations for appointment and designation.
    2. No Employee shall be employed under terms and conditions less favorable than those contained in this Agreement.
    3. Extension(s) or modification(s) of any appointments which include terms and conditions exceeding those provided by this Agreement shall be stated in writing by the Unit Head, with a copy provided to the Employee and the Union. Such appointment shall be without precedent and shall not alter the terms of the appointment process.
  - C. Eligibility Criteria
    1. Designation A

All employees in the unit shall be eligible for Designation A.
    2. Designation B
      - a. At any time, the Provost may approve an appointment as a Designation B.
      - b. Employees initially appointed as Designation B instead of Designation A shall receive the same benefits as those advancing to Designation B.
      - c. During the first month of the tenth or subsequent semester of teaching employment within six years of the first of these semesters in a given employing unit, the employee may submit a written request to the unit head or designee, including required documentation of teaching excellence, to be reappointed as a Designation B employee for the teaching portion of the assignment.

- i. In this circumstance, the next appointment shall be for at least three years subject to satisfactory completion of a major review.
- ii. If the employee fails to make such a request, s/he shall be subject to normal reappointment procedures under Designation A (see Performance Review and Evaluation).
- iii. Upon ratification of the contract, employing units will credit up to four (4) semesters of teaching experience toward the requirements in I.C.2.c. for eligibility for Designation B for employees if those semesters are continuous with the current period of appointment. Credit for this teaching experience must be requested by May 15, 2011.

D. Non-Renewal and Notice

1. An academic unit has no obligation to offer any subsequent appointment to any Employee.
2. Notices of non-renewal to Employees shall be sent on or prior to the date of notice requirement stated herein.
3. Written notice of non-renewal shall be provided at least one (1) month prior to expiration of each appointment. The Employer will provide notice to the Employee and to the Union stating the basis for the decision.
4. There shall be no guarantee of employment, nor should there be any expectation of continued employment, beyond the specific appointment end date. All appointments/re-appointments shall be within the sole discretion of the Employer.

E. Review

Reviews of Employees (both annual and major) shall be based on teaching performance. Each Employing Unit shall establish and make public the criteria it shall use to review performance of Employees. (See Performance Review and Evaluation)

ARTICLE 16

COMPENSATION PROGRAM

I. Minimum Full-Time Salary Guidelines effective October 1, 2010

FACULTY RANK	ACADEMIC YEAR	ANNUAL YEAR
Lecturer	\$25,593	\$31,280
Assistant Instructor	\$25,593	\$31,280
Instructor	\$25,593	\$31,280
Assistant Professor	\$33,409	\$40,833
Associate Professor	\$42,375	\$51,792
Professor	\$51,184	\$62,558

- A. The above minimum salary levels reflect a 10% increase.
  - B. Effective October 1, 2010, for employees with 10 or more years of service, the Employer will establish a merit pool of 1% based upon the salaries of the group.
  - C. Effective October 1, 2011, employees will receive a 1.5% increase.
    - 1. The minimum salary levels will be increased by 1.5%.
  - D. Effective October 1, 2012, employees will receive a 2.0% increase.
    - 1. The minimum salary levels will be increased by 2.0%.
  - E. Effective October 1, 2013, employees will receive a 2.0% increase.
    - 1. The minimum salary levels will be increased by 2.0%.
- II. The employing unit may provide salaries in excess of the minimum salary guidelines.
- III. All salary adjustments will be based 100% on merit. Individual adjustments will vary based on academic unit merit determination.
- IV. Any adjustments shall be made in accordance with applicable departmental/school/college bylaws or guidelines for distribution of merit increases.

## ARTICLE 17

### LAYOFF

- I. The needs of the University for the service of Employees vary over time. Such changes in need for Employees can be due to programmatic changes, to reorganization, to changes in the ways the University will perform its functions or meet its need, to the cyclic need for certain services, to needs for economy or financial exigency, to operational needs, to modified plans and/or goals, and/or to reduction and/or reallocation of funding sources, including mandated or discretionary budget reductions.
- II. As used in this Article, the term "layoff" shall include both full layoff and partial layoff. A full layoff is an involuntary separation from employment that occurs during the term of an appointment. A partial layoff is an involuntary reduction in the percentage of employment that occurs during the term of appointment.
- III. Subject to the provisions below, an employee may be laid off at any time as a result of adverse financial circumstances; low enrollment; reallocation of resources; reorganization of the degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolishment of one or more programs or functions; shortage of work; a material change of duties or other business or academic reasons as deemed necessary by the Employer.
- IV. The layoff may be at an organizational level of the University such as a division, college, school, department, area, program, or other level of organization of unit as the University deems appropriate. In designating the makeup of the layoff unit, the Employer may consider the special qualifications and relevant experiences required for specific positions and exclude such positions from layoff.
- V. In determining which Employee's employment will be discontinued under this section, the University shall take into consideration appropriate factors. Employees are to be informed of layoff as soon as practicable. Employees shall be given no less than 14 calendar days notice of indefinite layoff or in lieu thereof, two weeks pay at the employee's current regular salary rate, or a pro-rated combination of notice and pay. A notice of layoff shall be sent to the employee by certified mail, return receipt requested, or delivered in person to the employee.
- VI. A laid off employee shall be given consideration for vacant employment opportunities within their former employing unit, which may arise within the period of the appointment at the time of their layoff prior to other recruiting efforts.

## ARTICLE 18

### PERFORMANCE REVIEW AND EVALUATION

- I. Each academic unit is responsible for establishing and publishing procedures and criteria for annual and major reviews to evaluate teaching performance of Employees for purposes of merit and reappointment consideration. The employing unit will determine the criteria for, the manner of, and the Employee's responsibilities in the evaluation process. These must be consistent with commonly accepted standards within the employing unit for evaluating these categories of work. Documentation of teaching performance may include, but is not limited to: teaching portfolios; student evaluations; syllabi; course materials; and classroom visitations.
- II. For Employees with appointments of at least one Academic Year (AY), written performance evaluations should be conducted at least once per academic year. With respect to the consideration of the re-appointment of employees, major reviews should be conducted at appropriate times. The appropriate unit administrator, or designee, shall discuss the review with the Employee. The written review shall be given to the Employee prior to this discussion.
- III. The Employee will have an opportunity to submit supporting material and/or a response to the evaluation. A copy of the evaluation and any accompanying material will be placed in the Employee's personnel file.

## ARTICLE 19

### DISCIPLINARY ACTION AND DISMISSAL

- I. The parties recognize the authority of the Employer to discipline and discharge employees for just cause. Discipline for misconduct or unsatisfactory performance is a written warning, written reprimand, suspension with or without pay, and/or reduction in duties or in pay. Discharge is the termination of employment, initiated by the employer, prior to a previously stated appointment end date, for serious misconduct or unsatisfactory performance. Discipline and Discharge may result from an accumulation of minor infractions as well as for a single serious infraction
- II. In the event the employer determines a hearing, conference, or investigative meeting which may result in disciplinary action is necessary, the employee may request the presence of a Union representative. The employing department must, if requested by the employee, allow reasonable time for the employee to arrange to have Union representation.
- III. The Employer will inform the Employee of the subject matter prior to the investigative interview.
- IV. If requested, an employee will be allowed to hold a pre-interview conference with his/her Union representative.
- V. In the event an employee is disciplined or discharged by written notice, a copy of the notice shall be distributed to the Union at the time it is given to the employee and a copy shall be placed in the employee's official personnel folder. Such written notice shall outline the reasons for the disciplinary action or discharge.
- VI. When an employee is disciplined or discharged, he/she will be allowed to discuss the action with a Union representative. The Employer will make meeting space available for the employee and union representative.
- VII. Grievances Concerning Discipline
  - A. Should the employee consider the disciplinary action or discharge without just cause, it shall be appealed as a grievance within fourteen (14) days after written notification of the discipline is received by the affected employee. A grievance over a written letter of reprimand shall be submitted at Step 1 of the grievance procedure; whereas, all other disciplines shall be submitted at Step 2. Failure to submit a written grievance within the time limits shall constitute a waiver of all claims concerning such disciplinary action or discharge.
  - B. Notwithstanding the above, the discipline or termination of AN Employees serving a probation period shall not be subject to the grievance procedure.

## ARTICLE 20

### BENEFIT PROGRAMS

#### I. Benefit Eligibility

Only employees who are employed at least 50% time for 9 months or longer shall be eligible for benefit consideration. Employees originally hired to work less than 9 months, whose appointments are subsequently extended beyond the 9 month threshold, are eligible for benefit consideration on the date the appointment extension is received by Academic Records.

#### II. Proportional Benefits

Part-time (50-89.9%) employees receive a University contribution based on the percentage of employment as shown below; the remainder of the premium is taken as a payroll deduction. Benefits for which employees are eligible but where there is no University contribution (such as, but not limited to time off programs) shall be apportioned as shown below:

50% - 64.9% employment - 50%

65% - 89.9% employment- 75%

#### III. Termination of Benefits - In case of termination, benefits will be affected as follows:

- A. Health, employee-paid life, and accidental death and dismemberment coverages will continue in force until the end of the month of termination of active employment.
- B. Dental coverage continues through the last day of active employment.
- C. Employer paid life and travel accident coverage's cease on the last day of active employment.
- D. Coverage under the health and/or dental plans may be continued in accordance with the Consolidated Omnibus Reconciliation Act (COBRA) of 1986, for up to 18 months (29 months if currently disabled and receiving Social Security Disability (SSD) or deemed disabled by SSD any time during the first 60 days of COBRA coverage) by paying a monthly premium. Contact MSU Human Resources Benefits for details.
- E. Employee-paid and employer paid life coverage's may be converted by contacting the company directly.

## ARTICLE 21

### HEALTH PLAN COVERAGE

Participation in health plan coverage is optional for full-time and part-time employees. Health care coverage is available under a Preferred Provider Organization (PPO) or a Health Maintenance Organization (HMO). Coverage under the health plan begins upon date of appointment, provided the employee enrolls within 60 calendar days of appointment. If enrollment does not occur within 60 calendar days, the employee must wait until the next annual open enrollment period.

#### I. Eligibility

An eligible employee may enroll themselves, their spouse or MSU recognized Other Eligible Individual (OEI), and their eligible dependents.

#### II. Premiums

Health care premiums are adjusted annually. Employees contribute a designated portion of the premium cost plus the difference between the highest and lowest cost health plan (depending on the health plan chosen). The University contributes the balance of the premium for full-time employees and makes a proportional university contribution based on the percentage of employment for part-time employees; the remainder of the premium is taken as a payroll deduction. Payroll deductions for health plan premiums are withheld on a pre-tax basis (before federal, state, city, and social security taxes are calculated).

#### III. Health Plan Affidavit

- A. Michigan State University requires that spouses or MSU Recognized Other Eligible Individuals (OEI) eligible for health plan coverage through another employer with an annual employee premium cost as determined by MSU must enroll in that employer's coverage in order to enroll/maintain coverage through MSU.
- B. A Health Plan Affidavit must be completed by employees at the time of hire and each year during open enrollment for their spouse or an Other Eligible Individual to be enrolled in an MSU health plan.
- C. Dependents
  - 1. Covered on the health/prescription insurance until the end of the calendar year they turn 19. Full-time students are covered until age 23.
  - 2. Dependents age 19-23 can remain on the health plan if they are not a full-time student by meeting the IRS income test.
  - 3. Dependents age 23-25 can be covered by purchasing a Family Continuation Rider through payroll deduction, provided eligibility criteria are met.

4. Parents or other relatives over age 25 can be covered, provided IRS dependent guidelines are met, by purchasing a Sponsored Dependent Rider through payroll deduction.

#### IV. Health Care Waiver

Eligibility: Full-time and part-time (50-89.9%) employees. If the employee, spouse, or an Other Eligible Individual and dependents have adequate health care coverage through another employer, the employee may waive MSU's health care coverage and receive a cash payment.

- A. Employee must enroll within 60 days of appointment or apply during the annual open enrollment period.
- B. Eligible to receive up to \$600 cash payment the following July.
- C. Payment is considered taxable income.
- D. An employee whose spouse or Other Eligible Individual is either an MSU employee or retiree is not eligible for the waiver.

#### V. Health Care Plans

- A. Effective on July 1, 2010 through June 30, 2011 the BCBS/PPO/Caremark and Blue Care Network/Caremark programs shall be offered to full time employees who are represented by the Union of Nontenure-track Faculty.
  1. As of July 1, 2010 the BCBS/PPO/Caremark plan shall be known as the "optional plan."
  2. As of July 1, 2010 the Blue Care Network/Caremark program is designated as the "lower cost plan."
- B. The University shall provide a contribution toward the cost of the Blue Care Network/Caremark, i.e. "lower cost plan" for the period July 1, 2010 through June 30, 2011.
  1. The Blue Care Network/Caremark plan offered and to be effective July 1, 2010 shall be priced at an amount equal to 10% less than the current PHP/Caremark health plan.
  2. In the event the new Blue Care Network/Caremark plan does not price at ten percent (10%) less than the current PHP/Caremark plan, employees shall pay any amounts in excess of the ten percent (10%) in addition to amounts listed below.
  3. Full-time employees electing the Blue Care Network/Caremark i.e. "lower cost plan" shall pay an amount equal to fourteen percent (14%) of the cost of the plan through payroll deduction.
  4. Part-time employees shall receive a proportional contribution.

5. Blue Care Network/Caremark cost increases borne by the Employer for the July 1, 2010 to June 30, 2011 period will be limited to five percent (5%). In the event the cost increase exceeds five percent (5%) for the period July 1, 2010 to June 30, 2011 amounts in excess of the five percent (5%) shall be added to the fourteen percent (14%) (not including V.B.2. above) and paid by the enrollee beginning July 1, 2011. Said employee payments shall be made by payroll deduction.
- C. The University shall provide a contribution toward the cost of the BCBS/PPO/Caremark program (optional plan) for the period July 1, 2010 through June 30, 2011.
1. Full time employees electing the BCBS/PPO/Caremark program i.e. "optional plan" shall pay an amount equal to fourteen percent (14%) of the cost of the plan, plus the difference in the Blue Care Network/Caremark, i.e. "optional plan."
  2. Part time employees shall receive a proportional contribution
  3. Should item V.B.2 and V.B.5. become operational, employees electing the BCBS/PPO/Caremark program shall assume such costs in their cost sharing payments in addition to the designated fourteen percent (14%) and the cost differential between the Blue Care Network/Caremark and BCBS/PPO/Caremark program.
- VI. Only employees who are employed at least fifty percent (50%) time for nine (9) months or longer shall be eligible for health care benefit consideration. Employees originally hired to work less than nine (9) months, whose appointments are subsequently extended beyond the nine (9) month threshold, are eligible for health care benefit consideration on the date the appointment extension is received by Academic Records.

## ARTICLE 22

### FUTURE HEALTH PLAN MODIFICATIONS

The Parties agree that a representative of the UNTF shall be allowed to participate in planned efforts to develop an "employer provided clinic" to serve as the predominate base health care option and to serve as the vehicle to maintain and improve quality and effectiveness while constraining future University spending. It is recognized that the goal is to design and implement such a program by July 1, 2012. Components of the program may be implemented earlier if appropriate.

## ARTICLE 23

### DENTAL PLAN

- I. All employees appointed 50 percent time or more for nine months or more and their eligible dependents may be covered by a dental plan. The benefit can be retroactive to the appointment date if a new employee enrolls within 60 days of the appointment. Failure to enroll during the initial 60-day eligibility period will result in the employee having to wait until the next annual open enrollment period.
- II. The dental plan benefits will be provided consistent with the carrier's conditions and procedures.
- III. Fees for the below mentioned services will be covered on a usual, customary, and reasonable basis with a fifty (50) percent co-payment.
  - A. Basic diagnostic, preventative, emergency palliative, restorative, oral surgery, endodontics, periodontics, and prosthodontics, subject to a \$600 annual maximum per individual.
  - B. Orthodontics subject to a \$600 lifetime maximum per individual
  - C. The University makes a proportional university contribution based on the percentage of employment for part-time employees.

## ARTICLE 24

### LONG TERM DISABILITY

- I. The University provides income protection through the long term disability plan.
- II. The benefit is payable to employees who become totally disabled as defined in the LTD master contract and are unable to work due to sickness or bodily injury. In addition, the University makes the regular contribution for health care coverage and pays the regular cost for dental and the employee-paid life plan.
- III. The University pays the entire cost of the LTD benefit. Coverage is automatic and becomes effective the first day of the month following or coinciding with completion of twelve (12) full-time equivalent service months. Long term disability coverage will terminate on the employee's last day of active employment.

## ARTICLE 25

### LONG TERM CARE

The Michigan State University Long-Term Care Insurance Plan can help provide protection against the high costs of long-term care that can result from the effects of aging, illness, or a serious accident. This plan is available to all employees and their eligible spouses, parents, parents-in-law, grandparents, grandparents-in-law, adult children and siblings. Employee pays entire premium. If coverage is desired, employees must enroll within sixty (60) days after ratification of this Agreement by both parties. Thereafter, if coverage is desired, employees must enroll within sixty (60) days of employment, otherwise an Evidence of Insurability must be completed. Coverage may be selected from different options with maximum day limits.

## ARTICLE 26

### HEALTH CARE SPENDING ACCOUNT (HCSA)

- I. The Employer provides the opportunity to participate in a Health Care Spending Account (HCSA) to pay for medical and dental plan deductibles/copayments and other health-related expenses that are not covered by insurance. It enables employees to save money, on a calendar year basis, by paying for health related expenses on a pre-tax basis. An employee may contribute an amount commensurate with IRS regulations.
- II. Reimbursements can be made only for dependent care services that are provided during the plan (calendar) year. A complete list of HCSA eligible/ineligible expenses and definitions of qualifying dependents is available online or in the Flexible Spending Account brochure.

## ARTICLE 27

### DEPENDENT CARE SPENDING ACCOUNT (DCSA)

- I. The Employer provides the opportunity to participate in a Dependent Care Spending Account (DCSA) to help meet dependent care expenses. It enables employees to pay for dependent care expenses for a child, disabled spouse or dependent parent, on a pre-tax basis. An employee may contribute an amount commensurate with IRS regulations.
- II. Reimbursements can be made only for dependent care services that are provided during the plan (calendar) year. A complete list of DCSA eligible/ineligible expenses and definitions of qualifying dependents is available online or in the Flexible Spending Account brochure.

## ARTICLE 28

### EMPLOYER PAID LIFE INSURANCE

#### I. Eligibility

The University provides a life benefit payable to beneficiaries of employees appointed 50 percent time or more for nine months or more. This benefit is effective immediately upon appointment.

#### II. Coverage

Eligible employees are provided coverage equal to one year's base salary up to a maximum of \$50,000. Beneficiaries are those designated by the employee and are the same as designated in the Employee-Paid Life program. If no beneficiary has been designated, payment will be made to the survivor(s) in the first surviving class of those that follow: a) spouse; b) children; c) parents; or d) brothers and sisters. If none survives, payment would be made to the estate.

#### III. Cost

No enrollment application is necessary and the entire cost of this benefit is paid by the University.

## ARTICLE 29

### EMPLOYEE PAID LIFE INSURANCE

- I. The University provides an optional employee-paid life insurance program for employees with full-time and part-time (50% time or more) appointments for nine months or longer. The benefit is payable in the event of death.
- II. Benefits may also be selected for eligible dependents. The benefit is decreasing term with no cash or loan value. The program is entirely funded from employee contributions and rates are subject to future group experience.
- III. Employees may enroll within sixty (60) days of initial employment or during a scheduled open enrollment period.

## ARTICLE 30

### ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)

#### I. Eligibility

Employees may select the AD&D Program within 60 days of initial appointment to an eligible status. Coverage is provided if death or dismemberment results from accidental cause. All employees appointed full-time or part-time (50% or more) for nine months or more are eligible to participate.

#### II. Coverage

Coverage may be selected for the employee and the family, if desired, in one of the varying amounts as shown in the brochure. Beneficiaries are designated by the individual and may be changed at any time.

#### III. Cost

Cost of the various coverages offered is described in the brochure available in MSU Human Resources Benefits and is paid by the employee.

## ARTICLE 31

### TRAVEL ACCIDENT

The University provides immediate Travel Accident coverage while traveling on approved University business or activity. This plan provides accidental death and dismemberment coverage up to \$50,000, and is automatic for all employees. No enrollment application is necessary and the cost is paid by the University.

## ARTICLE 32

### POST RETIREMENT HEALTH CARE

- I. Nontenure-track Faculty meeting the minimum University retirement requirements will remain eligible to maintain health and dental coverage and receive a University contribution toward the premiums based on the number of full-time equivalent (FTE) service months at retirement.
- II. For employees hired on or after July 1, 2005, the University will contribute to the lowest cost health plan's single rate for which the employee/retiree is eligible. (The contribution is based on the full-time equivalent (FTE) service months at the time of retirement). At retirement, the employee must designate whether the employee receives the University contribution or whether the contribution is to be split 50/50 between the employee and his/her spouse or other eligible individual (OEI). This designation is irrevocable regardless of circumstance, including returning to work or death. The designation of the 50/50 contribution is also non-transferable to future spouses or other eligible individuals (OEI).
- III. Retirees (their spouse or other eligible individual) age 65 and over are required to enroll for Medicare Parts A & B at which time MSU's health plan coverage is adjusted to a Medicare supplement policy. Medicare Part B requires a monthly premium that is not reimbursed by MSU. Individuals may contact their local Social Security office for information on the monthly premium cost for Medicare Part B.
- IV. Employees hired on or after July 1, 2010 will no longer be eligible for post-retirement health care benefits.
- V. With proper documentation, employees with breaks in service of less than one (1) year will be granted credit for all past service on application to the Office of Human Resource Services.
- VI. Any adjustments in the program or University contribution amounts for Tenure Track faculty post retirement health care shall automatically be extended to members of this bargaining unit.

## ARTICLE 33

### RETIREMENT BENEFITS

The University provides a contributory base retirement program for employees working half-time or more for at least nine continuous months. The benefit provides income during retirement and benefit payments in the event of death prior to retirement. Contributions from the employee and the University are paid into an individual contract between the employee and the eligible vendor.

#### I. Contributions

- A. Employee contributions are five (5%) percent and University contributions are ten (10%) percent of the employee's base salary or wage.
- B. The University's contribution is made on a tax-deferral basis, i.e., the employee does not report the University contribution as earned income when filing income tax returns for the calendar year. After retirement, the employee does pay taxes on the amounts received.
- C. Employees are eligible for participation in the base retirement program in accordance with the following policies:
  - 1. The program is optional to employees at the time of appointment or who are over age sixty-two (62) at the time of appointment.
  - 2. The program is required as a condition of employment for employees who have attained the age of thirty-five (35) and 24 full-time equivalent months of continuous employment.
  - 3. Once required participation commences, it is not possible to withdraw from the University base retirement program while employed at the University.
- D. An additional portion of the employee's salary may be contributed to a Supplemental Retirement Plan (SRP) by the employee on a tax-deferred basis, through payroll deduction, subject to Internal Revenue Service limitations.

## ARTICLE 34

### TIME OFF AND LEAVE PROGRAMS

- I. Leaves of absence, with or without pay, may be granted to eligible employees. Where this agreement does not specify otherwise, the Employer's existing leave policies (described in the Faculty Handbook as of May 12, 2010) will apply to all employees in the unit.
- II. Recommendations for leaves of absence originate in the employing unit and must be reviewed successively by the dean and the provost or designee, who makes the final decision. Leaves usually do not extend beyond one year, and do not extend beyond the appointment end date.
- III. Leaves of absence, other than for military service and federal juries, are not granted automatically but are intended for the mutual benefit of the University and the employee.
- IV. Leaves will not be granted unless satisfactory arrangements are made in advance to:
  - A. Carry on the duties of the employee,
  - B. Fulfill obligations to graduate students whose programs or theses are being directed by the employee and
  - C. Fulfill obligations to committee assignments.
- V. Specific dates for the leave must be specified in the request and should be made as far in advance as possible.
- VI. An employee who without good cause fails to return to the University within 5 days of the expiration of a leave of absence, shall forfeit rights to further employment and shall be considered as having resigned.

## ARTICLE 35

### MEDICAL DISPUTES

- I. In the event that the Employer has a reasonable belief that an Employee is unable to perform his or her employment responsibilities because of a physical or mental health condition, the Employee will be required to submit to a medical examination as determined by the Office of the University Physician. In the event that the Employer requires such a medical examination, the Employee shall be given notice in writing of the reasons for requiring the examination.
- II. If the employee is not satisfied with the results of the medical examination, he/she may submit a report from a health care provider of his/her own choosing. The Employee may submit the charges of this examination to any and all insurances for which the examination may be covered. If a balance remains following the application of insurance, the remaining expenses of this examination shall be paid by the Employee.
- III. If the dispute still exists, at the request of the Union, the University's physician and the employee's health care provider shall agree upon a third health care provider who will conduct a medical examination and submit a report to the Employer and the Employee. The decision of such third party will be binding. The expenses of this report shall be shared equally between the Employer and Employee. For purposes of this examination, charges to the Employee may be submitted to any and all employee insurances for which the examination may be covered. If a balance remains following the application of the Employers one-half and the Employees insurance, the remaining expenses shall be the responsibility of the Employee.
- IV. As long as the Employee makes a reasonable effort to secure the cooperation of his or her health care provider in the selection of a third health care provider, the Employer will not seek to discipline or discharge the Employee for a delay in this process which is beyond his or her control.
- V. The University, with reasonable belief, may place an employee on an unpaid leave of absence pending the above review. The employee may substitute available paid leave pursuant to the terms of the particular leave policy.

## ARTICLE 36

### HEALTH AND SAFETY

The University and the Union shall cooperate for the purpose of eliminating accidents and health hazards. The University shall make reasonable provisions for the safety and health of its employees while carrying out their assigned responsibilities. The University, the Union and the employees recognize their obligations and/or rights under existing Federal and State laws with respect to safety and health matters.

## ARTICLE 37

### SCOPE OF THE AGREEMENT

- I. This Agreement represents the entire agreement between the Employer and the Union.
- II. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Policies, procedures and practices now existing, not raised in the bargaining process and not in conflict with this Agreement, will remain in effect unless modified by management in which case the Union will have the opportunity to respond or negotiate with respect to potential impact on terms and conditions of employment for Employees.
- III. In the event that any provision of this Agreement in whole or in part is declared to be illegal, void or invalid by any court having jurisdiction over the matter at issue or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event the remainder of the Agreement shall continue to be binding upon such parties hereto. The Employer and the Union, at the request of either party, shall enter into negotiations for the purpose of arriving at a satisfactory replacement for such provision. In the event any provision of this Agreement becomes null and void in this manner, all other provisions of this Agreement shall continue in full force and effect.
- IV. Any agreement or agreements which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Union.
- V. No provision of this Agreement or any supplement thereto shall be waived or modified in any way unless such waiver or modification is agreed to in writing between the Employer and the UNTF.

## ARTICLE 38

### TERMINATION AND MODIFICATION

- I. This Agreement shall continue in full force and effect until 11:59 p.m., May 15, 2014.
- II. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by the other party on sixty (60) days written notice prior to the current year's termination date.
- III. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective termination date of this Agreement. Any agreements that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- IV. Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union and if to the Employer, addressed to the Director of Employee Relations or to any such address as the Union or the Employer may make available to each other.

## ARTICLE 39

### PRINTING AND DISTRIBUTION OF COLLECTIVE BARGAINING AGREEMENT

- I. The Union and the Employer shall equally share the cost of typesetting, preparing galley prints, and printing the Collective Bargaining Agreement. Any material placed into the Agreement that is not proofed and initialed by the Employer and the Union shall not be considered a valid part of this Agreement. The number of copies will be mutually determined.
  
- II. The Employer agrees to deliver Agreements to employing units in sufficient numbers for distribution to affected employees and supervisors. The Employer will not be held accountable if affected employees do not receive Agreements.

**MICHIGAN STATE**  
**UNIVERSITY**

Letter of Agreement  
By and Between  
Michigan State University  
And  
Union of Nontenure-track Faculty, AFT, AFL-CIO

To promote a shared responsibility for a safe working environment at Michigan State University, including one conducive to teaching and learning free from disruption, the parties have agreed that further communication and cooperation will occur during the term of this Agreement.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
James D. Nash, Director  
Office of Employee Relations

\_\_\_\_\_  
Penny Gardner, President  
Union of Nontenure-track Faculty

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**HUMAN  
RESOURCES**

**Employee Relations**

Michigan State University  
Nisbet Building  
1407 S Harrison, Suite 240  
East Lansing, MI  
48823-5239

517/353-5510  
FAX: 517/353-3523

[www.hr.msu.edu](http://www.hr.msu.edu)

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