Tentative Agreement
Between
Michigan State University,
The Employer,
And
Administrative-Professional Supervisors Association
The Association

As a result of negotiations between the parties for a successor collective bargaining agreement, the Employer and the Association agree to this Tentative Agreement between Michigan State University, The Employer and Administrative-Professional Supervisors Association, The Association (TA), to be effective from the date of ratification through September 30, 2023. This TA hereinafter detailed is subject to ratification by the Employer and the Association. This TA is listed as follows and in the attached:

1) Appendix I
2) Article 1, Paragraph 5, 13, 15-16
3) Article 2, Paragraph 18, 19 B.
4) Article 3, Paragraph 26
5) Article 4
6) Article 5, Paragraph 36, 42-43, New Paragraph
7) Article 6, Paragraph 51, 53, 56, 59
8) Article 7, Paragraph 78
9) Article 8, Paragraph 100, 104, 116-117, 122-123, 134
10) Article 9, Paragraph 135, 141-143, 145-146, 150, New Paragraph
11) Article 10
12) Article 11, Paragraph 162
13) Article 14, Paragraph 175
14) Article 15, Paragraph 179-183, New Paragraph
15) Article 16
16) Article 17, Paragraph 186, 191
17) Article 18, Paragraph 197-206, New Paragraph
18) Article 19, Paragraph 225-226, 229
19) Article 20, Paragraph 235-236, 239-240, 245
20) Article 21, Paragraph 251, 276, 296
21) Article 22, Paragraph 333
22) Article 23, Paragraph 356, 362-365
23) Article 25
24) Article 27, New
25) LOA Agreement Copies
26) LOA Overtime
27) LOA Paid Time Off Donation Bank
28) LOA Parental Leave  
29) LOA Pool Postings  
30) Remove LOA implementation phase of Article 23, paragraph 364  
31) Remove LOA potential repeal of PERA prohibition of mandatory dues  
32) Remove LOA retirement benefit implementation  
33) Update signatures and dates for LOA on bridging  
34) Updates signatures and dates for LOA for FRIB  
35) Update signatures and dates for LOA on Merit Pay Guidelines

Housekeeping Issues

a. Dates to be changed to reflect the term of the Successor Agreement.  
b. Table of Contents and Index to be updated to reflect any changes in the Successor Agreement.  
c. Update and correct dates, names, and typographical errors where needed.  
d. Change gender specific wording to gender neutral (they, them, their, etc.).  
e. Remove references to specific carriers or vendors.  
f. The University shall no longer provide paper copies of the Agreement.  
g. Discuss Letters of Agreement in terms or addition, elimination, continuation or incorporation into the Agreement.  
h. Change references to “bypass” to “bypass interview” throughout contract.

Individual Tentative Agreements

All individual tentative agreements have been signed by the Employer and the Union and are incorporated herein.

All issues not specifically agreed to are hereby withdrawn by the Employer and the Union.

The Employer and the Union voluntarily enter into this Agreement and both parties will recommend its ratification.

Changes shall take effect as soon as possible following ratification by both parties but not sooner than October 1, 2019.

FOR THE EMPLOYER

Richard W. Fanning, Jr., Director  
Office of Employee Relations  
9/27/19

FOR THE UNION

Jose Martin Garza, President  
Administrative-Professional Supervisors Association  
Date: 9-27-19
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

[Signature]
Union Representative

[Signature]
University Representative

9-27-19
Date

9/27/19
Date

Article Appendix I

APPENDIX I

The following classifications and grades are those in effect as of October 1, 2019.

The classification and the classification description for each job in effect as shown below shall continue in effect unless:

A. The Employer changes the job content (requirements of the job as to training, skill, responsibility and/or working conditions).

B. The job is terminated by the Employer or not occupied during a period of one (1) year, or

C. The existing grade levels are changed by mutual agreement.
ARTICLE 1

TERMS OF AGREEMENT

AGREEMENT

-5 THIS AGREEMENT, entered into this 2730th day of September, 2015 2019, is effective October 1, 2015 2019, between the Board of Trustees of Michigan State University (hereinafter referred to as the "Employer") and the Michigan State University Administrative Professional Supervisors Association (hereinafter referred to as the "Association" or "APSA").

... SUCCESSOR NEGOTIATIONS

-13 This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 2019 2023.

... EFFECTIVE DATE

-15 Except as specifically stated, this Agreement shall become effective on October 1, 2015 2019 OR UPON FULL RATIFICATION, WHICHEVER IS LATER.

-16 IN WITNESS WHEREOF, by affixing their signatures below, the individuals signing this Agreement certify that they possess the necessary authority to legally bind and commit their respective party to the terms and conditions as set forth in it and have, therefore, set their hands this 2630th day of September, 2015 2019.

Update signatures
ARTICLE 2

DEFINITIONS

STATUS OF EMPLOYMENT

- 18

Regular: Employee works a continuing schedule of predetermined hours each week.

Flexible: Type 1: Full-time active employment for nine (9), ten (10), or eleven (11) months per year with a prescheduled unpaid leave of absence with benefits ("flex-leave") during the remaining months.

Type 2: 75-89% OF A 40 HOUR PER WEEK scheduled time active employment over the entire calendar year (30-35 hours per week) with part-time equivalent salary.
Off-Date: At the time of appointment to the position an estimated ending or "off-date" is given. This ending date is the latest date the Employee is intended to work. It may be extended by written mutual agreement. **THE EMPLOYEE SHALL BE PROVIDED A FORTY-FIVE (45) DAY NOTICE OF NON-RENEWAL OF AN OFF-DATE APPOINTMENT.**

Off-date Employees hired for nine (9) months or more are designated "Regular."

Off-date Employees are not eligible for University layoff procedures.

An Off-date Employee with at least two (2) years of University service whose appointment is not continued shall be permitted to apply as if an on-campus candidate for vacant positions under the provisions of Article 10, Filling Vacant Positions, for a period of two (2) years following the end of the Off-date appointment.

**HOURS OF EMPLOYMENT STATUS**

-19

...  

B. Three-Quarter-Time Employee - An Employee who regularly works twenty-six (26) hours but less than thirty-six (36) hours per week. **A FLEX TIME TYPE 2 APPOINTMENT IS NOT A THREE-QUARTER TIME APPOINTMENT.** (Flex Time: Type 2 if thirty (30) – thirty-five (35) hours per week.)

...
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

[Signatures]

Union Representative

Q-27-19
Date

[Signatures]

University Representative

9/27/19
Date

Article 3,
Paragraph 26

ARTICLE 3

MANAGEMENT RIGHTS AND SECURITY

MANAGEMENT RIGHTS

-26 Except as provided in this Agreement, nothing contained in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management. Such regular and customary functions include, but are not limited to, the right to

A. hire, promote, transfer, ASSIGN and layoff because of lack of funds, lack of work and/or other cause; discipline, suspend and discharge for just cause;

B. decide the work to be performed, the number and location of Employees and units;

C. determine the methods, schedules and means of conducting activities; and promulgate policies, procedures, rules and regulations for the orderly and efficient operation of the University;

D. CONTROL OF ITS PROPERTIES AND THE MAINTENANCE OF ORDER AND EFFICIENCY OF THE WORKFORCE;

E. TO DETERMINE THE TYPE, KIND, AND SCHEDULE OF SERVICES TO BE RENDERED AND THE WORK TO BE PERFORMED BY EMPLOYEES COVERED BY THIS AGREEMENT;
F. TO MAKE ALL FINANCIAL DECISIONS, INCLUDING DECISIONS CONCERNING ALL ACCOUNTING, BOOKKEEPING, AND OTHER RECORD KEEPING METHODS AND PROCEDURES;

G. TO DETERMINE THE NUMBER, LOCATION, OR RELOCATION OF FACILITIES, BUILDINGS, AND ROOMS;

H. TO DETERMINE ITS ORGANIZATIONAL AND BUSINESS STRUCTURE;

I. TO PURCHASE SERVICES FROM OTHERS;

J. TO DETERMINE THE NECESSITY FOR WORK BY EMPLOYEES; AND

K. TO DETERMINE THE AMOUNT AND TYPE OF SUPERVISION.


The Employer may require Employees to have a fitness-for-duty examination as directed by the University Physician. The Employer, for cause, may direct an Employee to go on leave but not for disciplinary action.
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

Jose Martin
Union Representative

9-27-19
Date

University Representative

9/27/19
Date

Article 4

ARTICLE 4

ASSOCIATION RECOGNITION

RECOGNITION

-30 Pursuant to and in accordance with all applicable Provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Michigan State University Administrative Professional Supervisors Association as the exclusive collective bargaining representative for those Employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

CERTIFIED AND/OR RECOGNITION OF THE ASSOCIATION

-31 On April 4, 1978, the Michigan State University Supervisors Association was certified by the Michigan Employment Relations Commission in Case No. R77 F-350, as the representative for all supervisory Employees excluding teaching Employees, members of the bargaining unit represented by the Michigan State University Administrative Professional Association, students and all other Employees of Michigan State University.

On April 16, 1985, The Michigan State University Administrative Professional Supervisors Association was certified by the Michigan Employment Relations Commission in Case No. R84 H-208 as the exclusive representative for all Supervisory Administrative-Professional Employees including within that unit the following:

All regular, administrative and professional Employees serving in a supervisory capacity and located upon the main campus of Michigan State University, East Lansing (and Lansing), Ingham County, Michigan;
Excluding: Employees employed less than one-half (1/2) time, executive and non-supervisory Employees, and confidential and all other Employees.

On April 30, 2009, the parties mutually agreed that the Employer would voluntarily recognize Administrative Professional Supervisors Association as the representative for all regular, administrative and professional Employees serving in a supervisory capacity who work at the Grand Rapids, Michigan, College of Human Medicine IN KENT COUNTY, MICHIGAN Headquarters.

On April 30, 2009, as a material part of the above voluntary recognition the parties agreed further that:

To the extent legally permissible, MSU will voluntarily recognize APSA in the future when campus-based headquarters of APSA represented groups are relocated to other areas outside of the geographic boundaries of the contract. In return APSA agrees to exclude non-represented Employees working outside of the contractual geographic boundaries in the following areas from future requests including, but not limited to, voluntary recognition, unit clarification and accretion:

a. Non-campus based, statewide operations (specifically College of Agriculture and Natural Resources, Experiment Station, Extension Service, Outreach & Engagement, mentoring and research);

b. Brook Lodge;

c. Kellogg Biological Station/Hidden Lake Gardens;

d. Bioeconomy Institute (Holland Pfizer facility);

e. Non-campus based Medical or Clinical operations which are engaged in the direct provision of medical services;

f. Management Education Center.

On August 25, 2009, Michigan State University and the Administrative Professional Supervisors Association signed agreements to voluntarily recognize Employees who work at the College of Osteopathic Medicine satellite locations of Detroit Medical Center and Macomb Community College’s University Center and any other satellite locations not previously excluded.

On January 1, 2015, Michigan State University and the Administrative Professional Supervisors Association signed an agreement to voluntarily recognize Employees who work at the Flint, Michigan, College of Human Medicine location.
On May 31, 2011, the Michigan Employment Relations Commission certified the MSU Administrative Professional Supervisors Association in Case No. R11 C-028 as the exclusive representative for all Employees in such unit described as:

All regular, full-time sworn Employees of the Michigan State University Police Department whose positions are classified as Sergeants.

Excluding:

All other Employees in this Department are excluded from recognition in this bargaining unit such as Employees in positions classified as Director, Police Officers, crossing guard, student clerical personnel and full-time parking enforcement personnel.

ON AUGUST 21, 2018, THE MICHIGAN EMPLOYMENT RELATIONS COMMISSION CERTIFIED THE MSU ADMINISTRATIVE PROFESSIONAL SUPERVISORS ASSOCIATION IN CASE NO. R18 C-032 AS THE EXCLUSIVE REPRESENTATIVE FOR ALL EMPLOYEES IN SUCH UNIT DESCRIBED AS:

ALL COMMUNITY DIRECTORS.

EXCLUDING: EMPLOYEES EMPLOYED LESS THAN ONE-HALF (1/2) TIME, EXECUTIVE AND NON-SUPERVISORY EMPLOYEES, AND CONFIDENTIAL AND ALL OTHER EMPLOYEES.


ON MAY 30, 2019, THE UNIVERSITY AND THE APSA SIGNED AN AGREEMENT TO FULLY INTEGRATE MSU COLLEGE OF LAW EMPLOYEES TO THE UNIVERSITY.
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

Joe Martin D'Angelo
Union Representative

Date

University Representative

Date

Article 5.
Paragraph 36, 42-43. New Paragraph

ARTICLE 5

ASSOCIATION RIGHTS

...

-36 The Employer shall continue to provide the Association necessary and relevant information to enable the Association to conduct its daily business as it has in the past. WHEN THE EMPLOYER DEEMS NECESSARY, A REASONABLE CHARGE MAY BE ASSESSED TO THE UNION FOR SUCH MATERIALS PROVIDED THE UNION HAS BEEN NOTIFIED OF THE CHARGES IN ADVANCE.

...

-42 A. The Association President shall normally be released from his/her THEIR regular work assignment without loss of time, pay or other benefits AS SET FORTH IN PARAGRAPH 43 BELOW.

B. WHEN THE ASSOCIATION PRESIDENT RELINQUISHES HIS/HER OFFICE, HE/SHE SHALL HAVE THE RIGHT TO RETURN TO THE SAME CLASSIFICATION IN HIS/HER FORMER UNIT THAT HE/SHE HELD IMMEDIATELY PRIOR TO BECOMING ASSOCIATION PRESIDENT. IF A POSITION IN THE ASSOCIATION PRESIDENT'S CLASSIFICATION NO LONGER EXISTS IN HIS/HER FORMER UNIT, THEN HE/SHE SHALL HAVE FULL RIGHTS UNDER ARTICLE 16.

FOR PURPOSES OF ARTICLE 9, WHEN THE ASSOCIATION PRESIDENT RELINQUISHES HIS/HER OFFICE, HE/SHE SHALL BE DEEMED TO HAVE THE GREATEST LENGTH OF SERVICE AND WILL BE RECALLED TO VACANT POSITIONS FIRST SUBJECT TO PARAGRAPH 143 OF ARTICLE 9, PROVIDED HE/SHE MEETS THE MINIMUM REQUIREMENTS AND IS CAPABLE OF PERFORMING THE DUTIES OF THE POSITION WITHIN A NINETY (90) DAY EVALUATION PERIOD.
IF THE ASSOCIATION PRESIDENT WHO RELINQUISHES HIS/HER OFFICE MEETS THE MINIMUM REQUIREMENTS FOR A VACANT POSITION AND IS DENIED THE NINETY (90) DAY EVALUATION PERIOD HE/SHE SHALL RECEIVE WRITTEN REASONS WHY HE/SHE WAS NOT SELECTED FOR THE EVALUATION PERIOD WITH A COPY TO THE PRESIDENT OF THE ASSOCIATION.

-43 Such time off shall not exceed thirty (30) forty (40) hours per week except with the specific approval of the Employer.

-NEW PARAGRAH-RELEASE TIME WITH PAY WILL BE GRANTED TO THOSE EMPLOYEES WHO ARE ELECTED OR SELECTED BY THE UNION TO ATTEND EDUCATION CLASSES CONDUCTED OR SPONSORED BY THE ASSOCIATION. THE NUMBER WILL NOT EXCEED FIVE (5) EMPLOYEES AT ANY ONE TIME AND THE TOTAL NUMBER OF HOURS WILL NOT EXCEED ONE HUNDRED (100) HOURS IN ANY ONE (1) CALENDAR YEAR. THE ASSOCIATION AGREES TO GIVE THE OFFICE OF EMPLOYEE RELATIONS AS MUCH ADVANCE NOTICE AS POSSIBLE CONCERNING SUCH REQUESTS FOR RELEASE TIME.
Article 6.

Paragraph 51, 53, 56, 59

ARTICLE 6

ASSOCIATION SECURITY

-51 The Employer agrees to deduct membership dues or service fees from the pay of each Employee who executes or has executed the authorization for checkoff of dues.

... 

-53 All monies deducted by the Employer shall be remitted to the APSA financial officer once each month by the twentieth (20th) calendar day of the month following the month in which deductions were made together with a list of current Employees showing the amount of Association dues or service fees deducted from each Employee.

... 

-56 The Employer shall not, during the life of this Agreement, deduct dues from Employees in this bargaining unit for any LABOR organization other than the Association without APSA’s written permission.

... 

REVOCATION CARDS

-59 An Employee may revoke his/her voluntary checkoff authorization at any time by submitting notice on an authorized form to the Employer’s Payroll Office. Such forms shall be
processed within 30 (thirty) days of receipt. The Employer will notify the Association monthly of the names of Employees who leave or transfer out of the bargaining unit.
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

Jose Martin Hauser
Union Representative

q-27-19
Date

Robert Maier
University Representative

9/27/19
Date

Article 7.

Paragraph 78

ARTICLE 7

SETTLEMENT OF DISPUTES

REPRIMAND, SUSPENSION OR DISCHARGE

... -78 In imposing any discipline on a current charge, the Employer will not take into account any prior infractions WHERE THE RESULTING DISCIPLINE WAS ISSUED which occurred more than eighteen (18) months previously if there has been no further disciplinary action taken during that time. THE TIME FRAME IN THE PREVIOUS SENTENCE SHALL BE FOUR (4) YEARS IN CASES OF DISCIPLINE ARISING FROM VIOLATIONS OF THE UNIVERSITY POLICY ON RELATIONSHIP VIOLENCE AND SEXUAL MISCONDUCT AND/OR THE ANTI-DISCRIMINATION POLICY WHICH WAS ISSUED ON OR AFTER THE DATE FOR FULL RATIFICATION OF THE 2019 TO 2023 COLLECTIVE BARGAINING AGREEMENT. IF THE SSTU, APA, POAM OR CTU OBTAIN MORE FAVORABLE LANGUAGE THEN THE EMPLOYER AND THE UNION WILL BARGAIN OVER THAT MORE FAVORABLE LANGUAGE. ...

...
ARTICLE 8

FLEXIBLE APPOINTMENTS

DEFINITION

100 There are two types of flexible appointments:

Type 1: Full-time active employment for nine (9), ten (10), or eleven (11) months per year with a prescheduled unpaid leave of absence with benefits ("flex-leave") during the remaining month(s). The Employee's position is held for his/her return at the end of the flex-leave, subject to the position being eliminated and the provisions of the Layoff-Reduction in Force as applicable.

Type 2: 75-89% OF A 40 HOUR PER WEEK ACTIVE EMPLOYMENT OVER THE ENTIRE CALENDAR YEAR (30-35 HOURS PER WEEK) WITH PART-TIME EQUIVALENT SALARY. 75-89% scheduled time active employment over the entire calendar year with a part-time equivalent salary. As with any bargaining unit position, job demands may require work outside (overtime pay may be granted in accordance with the overtime provision) and in addition to those of the regularly scheduled flexible schedule.

104 The department administrator shall identify the positions appropriate for flexible appointments, and, if specific duties are to be eliminated, indicate in writing the duties of such positions which are to be eliminated. This designation must be approved by the Director of MSU Human Resources, after receiving Employee input.
Employees volunteering for flex-leaves must sign the APPROPRIATELY DOCUMENT THEIR form signifying the voluntary concurrence with their change in status. This action is subject to the review and approval BY MSU Human Resources.

FRINGE BENEFITS

-117 A flexible appointee's benefit eligibility during active flexible status and unpaid flex-leave is as follows:

Benefits Programs. Flexible appointees:

Receive the full University contribution toward health care coverage.

Have Long Term Disability, Dental, and Expanded BASIC Life Coverage. (Subject to all current eligibility requirements. Employees otherwise eligible for Long Term Disability continue their eligibility during the leave with benefits as well as active employment; however, benefit payments do not commence during the leave with benefits. The base salary for the period of active employment prior to the flex-leave is used for the determination of benefits.)

May maintain optional Employee-paid life and accidental death and dismemberment coverage. Prior to a flex-leave, advance deductions for applicable Employee contributions for health, life and accident coverage are automatically taken to cover the flex-leave period. In the event that insufficient notice of flex leave is received, Benefits MSU HUMAN RESOURCES will bill Employees for APPLICABLE EMPLOYEE DEDUCTIONS RELATED TO BENEFITS these amounts.

-122 University contribution to the MSU 403(b) Base Retirement Program PLAN and Social Security. (Subject to all current eligibility requirements.)

Type 1: During active full-time service, the Employee receives University contributions based on his/her full-time salary. No University contributions are made while the Employee is on a leave with benefits.

Type 2: The Employee receives the University contributions during the entire year based upon his/her part-time equivalent salary.

-123 All salary-related benefits (paid leave, Employee-Paid Life, 403(b) Base Retirement Program PLAN, Long Term Disability, Expanded BASIC Life Plan, Extended Disability, and
longevity) are based upon the flexible appointee's base salary. The longevity cap will be that of full-time Employees.

... 

NOTICE REQUIREMENTS

-134 In addition, each Employee shall receive at least ten (10) working days written notice of the proposed flexible appointment, OR MODIFICATIONS THERETO, before being required to respond. An affected Employee may consult with a representative of the Association prior to making a voluntary election to accept a flexible appointment.

...
ARTICLE 9

REDUCTION IN FORCE

-135 The University endeavors to provide continuing employment for Employees. Reductions in work force may be necessary due to lack of funds, lack of work, and/or other cause, not to undermine the Association. A reduction in force will not be used for constructive discharge. AN EMPLOYEE MAY EXHAUST ACCRUED VACATION AT THE TIME OF LAYOFF BUT DOING SO WILL NOT EXTEND THE EMPLOYER’S HEALTH CARE CONTRIBUTIONS.

... 

-141 UPDATE LIST OF UNITS

-142 Recall is the reinstatement of a laid off Employee to active status within the period as defined in the provision on seniority AS PROVIDED IN PARAGRAPH 143 BELOW. In the event of recall, the Employee will retain the original service date and will receive FTE service credit for up to two (2) years for the period of layoff as specified in Full-time Equivalent Service Months, Article 2, D. Accrued sick leave will be reinstated when the Employee returns to work. Copies of notices of recall shall be sent to the Association President. Employees shall not be required to accept a bypass INTERVIEW opportunity to a vacant position in a represented work location other than the current work location (i.e., College of Human Medicine at Grand Rapids, College of Osteopathic Medicine Detroit Medical Center, College of Osteopathic Medicine at Macomb University Center or the City of Lansing/East Lansing campus). Should a bypass INTERVIEW opportunity at another represented work location be offered and rejected by the Employee, no further bypass INTERVIEW opportunity at another represented work location shall be offered for that represented work location during the remaining recall period.
- NEW PARAGRAPH EMPLOYEES MEETING THE CONDITIONS FOR A BYPASS INTERVIEW OUTLINED IN THIS AGREEMENT, SHALL RECEIVE CONSIDERATION FOR POSITIONS UNTIL THE POINT WHEN THE POSITION POSTING HAS BEEN CLOSED. THE POSITIONS CONSIDERED FOR AN INDIVIDUAL ARE SUBJECT TO THE CONDITIONS STIPULATED IN THIS ARTICLE AND ARE FURTHER SUBJECT TO THE CORRESPONDING GRADE LEVELS FOR WHICH THE EMPLOYEE HAS INDICATED THEY WISH TO BE CONSIDERED.

-143 THE TWO (2) bargaining unit members EMPLOYEES WITH THE GREATEST LENGTH OF SERVICE who have been notified of imminent layoff pursuant to Paragraph 156 or who have been laid off and who:

a. Meet the minimum requirements of a vacancy AND

b. ARE CAPABLE OF PERFORMING THE DUTIES OF THE POSITION WITHIN A NINETY (90) DAY EVALUATION PERIOD

will BE ADDED AS A REQUIRED INTERVIEW AS PROVIDED IN PARAGRAPH 155 have preferential rehire rights and will receive preferential consideration for vacant positions where the position is at the same or lower salary grade, and at the same or lesser percentage time. Preference entitles the candidate to have their application forwarded to the hiring department before all other applications and shall be granted the position where the Employee meets the minimum requirements for the vacant position and is capable of performing the duties of the position within a ninety (90) day evaluation period. THE UNIVERSITY MAY CONSIDER CANDIDATES AS ALLOWED BY PARAGRAPH 155 WITH NO OBLIGATION TO HIRE THE BYPASS INTERVIEW CANDIDATE.

... 

-145 Employees with the greatest length of service will be recalled GIVEN THE RIGHTS UNDER PARAGRAPH 143 to vacant positions first, provided they MEET THE MINIMUM REQUIREMENTS AND are capable of performing the duties of the position within a ninety (90) day evaluation period. An Employee who IS ONE OF THE TWO (2) MOST SENIOR EMPLOYEES AND WHO meets the minimum requirements for a vacant position and BUT who is NOT ADDED TO THE LIST OF CANDIDATES TO BE INTERVIEWED denied the ninety (90) day evaluation period shall receive written reasons DOCUMENTING THE EMPLOYER'S DECISION why the Employee was not selected for the evaluation period with a copy to the President of the Association. An Employee who does not successfully complete the ninety (90) day evaluation period shall be returned to layoff status.

-146 An Employee on layoff status will lose all recall rights and be terminated upon the occurrence of any of the following:

   Refusal to be available for an interview.
Refusal to accept a position offered if the salary offered is equivalent to eighty (80%) percent or more of the Employee's salary before layoff.

Expiration of the recall eligibility period referred to in the provision on seniority.

UNSUCCESSFUL TERMINATION FROM TWO (2) EVALUATION PERIODS.

TERMINATION

In case of termination, benefits will be affected as follows:

A. Optional benefits will continue in force until the end of the month following the month in which the last deduction and/or contribution is made toward these benefits.

B. Dental coverage ceases on the last day of the month in which employment is terminated.

C. The Long-Term Disability, Expanded BASIC Life, OPTIONAL EMPLOYEE, SPOUSE AND CHILD LIFE and Travel Accident coverage cease on the last day of THE MONTH IN WHICH EMPLOYMENT ENDS. active employment.

D. Health care coverage under the Blue Cross/Blue Shield, or Blue Care Network, may be converted to a direct pay plan by contacting the company involved within thirty-one (31) days.

E. Employee-Paid Life and Expanded BASIC Life Plans may be converted, if desired, by contacting the company involved within 31 (thirty-one) days.

F. In accordance with the Consolidated Omnibus Budget Reconciliation Act, most Employees and/or their covered dependents losing coverage or eligibility have rights to continue their health and dental benefits for specified periods of time. Details are available in MSU HUMAN RESOURCES Benefits Office.

...
ARTICLE 10
FILLING VACANCIES

155. The recruitment of applicants and the filling of vacant positions is the responsibility of the Employer. The Employer is committed to the concept of promotion from within. All vacancies will be posted except those filled under bypass procedures. All candidates who possess the posted qualifications shall be considered. MSU Human Resources will provide employing departments with a list of the candidates. If Employment MSU HUMAN RESOURCES determines an applicant to be not qualified for a posted position, the Employee will be notified immediately. In any instance where there are five (5) or more on-campus bargaining unit candidates possessing the posted qualifications, at least five (5) of said candidates shall be interviewed ALONG WITH UP TO TWO (2) BYPASS INTERVIEW CANDIDATES UNDER PARAGRAPH 143. In the event fewer than five (5) bargaining unit candidates apply and possess the posted qualifications, each shall be interviewed ALONG WITH UP TO TWO (2) BYPASS INTERVIEW CANDIDATES UNDER PARAGRAPH 143.

156. The procedures for filling positions shall be by-passed USING THE PROCEDURES IN ARTICLE 9 for persons for such reasons as, but not limited to:

· returning from leave of absence,

· receiving workers' compensation,

· long-term disability,

· extended disability,
· trial period termination,

· imminent layoff,

· layoff,

· hours reduction.

See Paragraph 142 for bypass INTERVIEW opportunities offered to Employees working at other represented work locations.

-157 It is understood that the listing of bypass INTERVIEW statuses is not a priority listing and no grievance shall be filed over the issue of priority status.

INTERVIEWS

-158 The responsibility for determining which candidates shall be interviewed will reside with the employing department, EXCEPT FOR THE UP TO TWO (2) BYPASS CANDIDATES REFERRED FOR INTERVIEW. This determination will be based upon information obtained from the candidates’ credentials. The department should take longevity of service into account when determining who will be interviewed, but capability to do the work shall be the prime factor for setting the interview list.

-159 The Association shall be provided with a copy of the Position Vacancy Record which will contain the reasons for selection and non-selection. This shall be done in a timely manner. If the procedures outlined above have been followed, the determination will not be grievable.
Article 11.

Paragraph 162

ARTICLE 11

CLASSIFICATION/RECLASSIFICATION OF POSITIONS

RECLASSIFICATIONS

-162 The Unit Administrator will normally initiate requests for position reclassification.

A. Requests for position reclassification may be initiated by the Association.

1. Such requests will be directed to the Assistant Vice-President for Human Resources DIRECTOR OF EMPLOYEE RELATIONS whose decision on the request shall not be subject to review or grievance.
2. A copy of the Assistant Vice-President for Human Resources' decision OF THE DIRECTOR OF EMPLOYEE RELATIONS on such requests, together with the reasons for denying or approving the request, will be given to the Association's President at the time the decision is made.

B. A copy of all reclassification requests and supporting information (other than those made by the Association) will be given to the Association's President at the time that the request is received by MSU Human Resources.

1. Written reasons for denying or approving a request will be given to the Association's President at the time a decision is made.
2. An Employee whose position is reclassified will not be required to serve either a probationary period or trial period.
3. IN THE EVENT THE EMPLOYER RECLASSIFIES A POSITION IN APSA AND THE INCUMBENT IN THE POSITION IS ALSO AN EXECUTIVE BOARD MEMBER OF APSA, THE REMOVAL OF THE APSA BOARD MEMBER FROM THE BARGAINING UNIT SHALL BE DELAYED FOR SIXTY (60) CALENDAR DAYS FROM THE DATE OF APPROVAL BY HUMAN RESOURCES. IN ORDER TO QUALIFY FOR THE SIXTY (60) DAY DELAY, THE EXECUTIVE BOARD MEMBER MUST HAVE BEEN PREVIOUSLY IDENTIFIED TO THE EMPLOYER BY THE APSA. THIS PROVISION SHALL NOT DELAY THE REMOVAL OF SUPERVISORY DUTIES OR OTHER PERSONNEL CHANGES, INCLUDING CHANGES IN PAY, ASSOCIATED WITH THE RECLASSIFICATION.
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

[Signature]
Union Representative

[Signature]
University Representative

9-27-19
Date

Article 14.
Paragraph 175

ARTICLE 14

SENIORITY

DEFINITION

-175 Seniority is defined as the length of continuous employment, except as provided below, starting with the original date of hire with the University. Periods EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, PERIODS of authorized leaves of absence do not cause loss of seniority.

...
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

Jose Martinez
Union Representative

4-27-19
Date

University Representative

9/27/19
Date

Article 15.

Paragraph 179-183, New Paragraph

ARTICLE 15

OFFICIAL PERSONNEL RECORD(S)

RIGHT TO EXAMINE

-179 Each Employee shall have the right, upon request, to examine the content of her/his own Official Personnel RECORD, OR PORTIONS THEREOF, AS PROVIDED BY MICHIGAN LAW. Folder(s), the only exclusion being confidential pre-employment credentials of an evaluative nature.

PROCEDURE

-180 The Employee shall make an appointment with the responsible managerial personnel to examine her/his Official Personnel Folder(s) RECORD, OR PORTIONS THEREOF. Managerial personnel shall be present when the Employee examines her/his Official Personnel Folder(s) RECORD, OR PORTIONS THEREOF, and the Employee may be accompanied by a representative of the Association if the Employee so desires. The Employee may designate in writing her/his desire to have a representative of the Association examine her/his file RECORD in her/his absence in a disciplinary matter, and the designated representative shall be allowed to examine the Official Personnel Folder(s) RECORD, OR PORTIONS THEREOF.

-NEW PARAGRAPH- EMPLOYEES HAVE A RIGHT UPON REQUEST TO SEE THE INFORMATION OUT OF THEIR RECORDS THAT A “HIRING MANAGER” WOULD BE ALLOWED TO SEE IF THEY REQUESTED TO REVIEW THE EMPLOYEE’S PERSONNEL FILE. TO REQUEST SUCH A REVIEW, THE EMPLOYEE SHOULD CONTACT MSU HUMAN RESOURCES WITH A WRITTEN OR EMAILED REQUEST TO DO A “HIRING MANAGER REVIEW” OF CONTENTS FROM THEIR PERSONNEL
RECORD. THIS SECTION DOES NOT RESTRICT AN EMPLOYEE’S RIGHTS TO ACCESS OTHER DESIRED INFORMATION AS ALLOWED UNDER THE BULLARD-PLAWECKI ACT OR FOIA, BUT IS INTENDED TO ALLOW EMPLOYEES TO ASCERTAIN WHAT INFORMATION FROM THEIR PERSONNEL RECORDS IS ACCESSIBLE TO HIRING MANAGERS DURING PRE-OFFER FILE REVIEWS.

NOTICE AND EMPLOYEE STATEMENTS

-181 No derogatory statement about an Employee of which the Employee would not normally have a copy or be aware, shall be filed in the Employee’s Official Personnel Folder(s) unless the Employee is provided a dated copy. The Employee has the right to submit a statement(s) concerning negative evaluative reports for inclusion in the Official Personnel RECORD(S) Folder(s). Brief statements may be submitted for inclusion in the Employee’s Official Personnel RECORD(S) Folder(s).

PAST DISCIPLINARY ACTION

-182 Upon an Employee’s written request to MSU Human Resources, any records of disciplinary action which occurred more than eighteen (18) months prior to the request shall be removed from the Official Personnel RECORD(S) Folder(s), if the Employee’s performance has been satisfactory within the past eighteen (18) months except as required by Title VII, Title IX and other state or federal civil rights law. THE TIME FRAME IN THE PREVIOUS SENTENCE SHALL BE FOUR (4) YEARS IN CASES OF DISCIPLINE ARISING FROM VIOLATIONS OF THE UNIVERSITY POLICY ON RELATIONSHIP VIOLENCE AND SEXUAL MISCONDUCT AND/OR THE ANTI-DISCRIMINATION POLICY WHICH WERE ISSUED ON OR AFTER THE DATE FOR FULL RATIFICATION OF THE 2019 TO 2023 COLLECTIVE BARGAINING AGREEMENT. IF THE SSTU, APA, POAM OR CTU OBTAIN MORE FAVORABLE LANGUAGE THEN THE EMPLOYER AND THE UNION WILL BARGAIN OVER THAT MORE FAVORABLE LANGUAGE. This section may not be used to remove performance evaluations from the Official Personnel Folder(s) RECORD.

PAST COUNSELING MEMORANDUMS

-183 Upon an Employee’s written request formal counseling memoranda which occurred more than eighteen (18) months prior to the request, shall be removed from the Official Personnel RECORD(S) Folder(s) if the Employee’s performance has been satisfactory within the past eighteen (18) months except as required by Title VII, Title IX and other state or federal civil rights laws. This section may not be used to remove performance evaluations from the Official Personnel RECORD(S) Folder(s). THE TIME FRAME IN THE PREVIOUS SENTENCE SHALL BE FOUR (4) YEARS IN CASES OF COUNSELING ARISING FROM VIOLATIONS OF THE UNIVERSITY POLICY ON RELATIONSHIP VIOLENCE AND SEXUAL MISCONDUCT AND/OR THE ANTI-DISCRIMINATION POLICY WHICH WERE ISSUED ON OR AFTER THE DATE FOR FULL RATIFICATION OF THE 2019 TO 2023 COLLECTIVE BARGAINING AGREEMENT. IF THE SSTU, APA, POAM OR CTU OBTAIN MORE FAVORABLE LANGUAGE THEN THE EMPLOYER AND THE UNION WILL BARGAIN OVER THAT MORE FAVORABLE LANGUAGE.
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

Jose Martin [Signature]
Union Representative

9-27-19
Date

Paul [Signature]
University Representative

9-27-19
Date

Article 16.

ARTICLE 16

ABSENCES

PROCEDURE

-184 When absent from work, the Employee must make every effort to notify his/her supervisor of the reason prior to the beginning of a tour of duty SCHEDULED WORK DAY. If the absence is to continue beyond the first day, the Employee must notify his/her supervisor on a daily basis unless otherwise arranged and specifically approved by his/her supervisor. Failure to comply with this provision for three (3) consecutive work days will be cause for termination except for extenuating circumstances acceptable to the Employer.
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

Jose Martín García
Union Representative

Date

q -27-19

Phil McNamara
University Representative

Date

9/27/19

Article 17.

Paragraph 186, 191

ARTICLE 17

LEAVES OF ABSENCE

...

-186 Excused absences without pay will not require the use of accrued paid time (EXCLUDING SICK TIME) i.e., personal leave or vacation), except for failure to report to work due to inclement weather.

...

USAGE

-191 Eligible Employees with the approval of their supervisor(s) and/OR MSU Human Resources, ELIGIBLE EMPLOYEES may be authorized to take an unpaid leave for up to two (2) years for the following:

A. Sickness and disability.

B. Settlement of an estate.

C. Serious illness of a member of the Employee's family as defined under the funeral leave provisions of this Agreement.

D. Child care when the Employee is the parent or designated guardian.
1. Parent or guardian must provide evidence that the child needs special care.

2. Evidence demonstrating that only the parent or guardian can deliver this special care.

3. Such special care would require absence from work.

E. Governmental service, if elected to a full-time term of office and if holding an elective office. Subsequent elections shall extend to this leave.

F. Educational leave after two (2) years of employment.

G. To accompany spouse when spouse accepts University reassignment from MSU.

H. Extended vacation after two (2) years of employment.

I. **EFFECTIVE JANUARY 1, 2021, THIS PROVISION SHALL ONLY APPLY TO EMPLOYEES WHO DO NOT QUALIFY FOR PAID PARENTAL LEAVE AS PROVIDED THROUGH THE LETTER OF AGREEMENT BETWEEN THE PARTIES.** Employees who become parents of or who adopt a child shall be entitled to parental or adoption leave of up to three (3) months, with job return rights, to commence on or before the date of birth or the date of adoption as determined by the Employee.

J. Other reasons deemed appropriate by the Employer.
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

[Signature]  
Union Representative

9-27-19  
Date

[Signature]  
University Representative

9/27/19  
Date

Article 18.

Paragraph 197-206, New Paragraph

ARTICLE 18

COMPENSATION PROGRAMS

SALARY INCREASE 2015-2019

-197 Effective October 1, 2015 2019, two and one-half THREE-QUARTERS percent (2.5%) (2.75%) general salary increase funds, calculated on the total salary base as of September 30, 2015 2019, will be made available to Employees. The funds will be allocated in the following manner:

A. Twenty-five percent (25%) of the two and one-half THREE-QUARTERS percent (2.5%) (2.75%) general salary increase funds shall be provided to all Employees in the bargaining unit.

B. Seventy-five percent (75%) of the two and one-half THREE QUARTERS percent (2.5%) (2.75%) general salary increase funds will be allocated on the basis of merit in accordance with the October 1997 merit pay guidelines developed by the parties among Employees who ARE NOT CONSIDERED AS “DOES NOT MEET” EXPECTATIONS. have received no less than a “meets expectations” rating on the last Employee evaluation. For purposes of this provision, an Employee shall not be considered “does not meet” until the Employee’s performance is considered “does not meet” in two (2) consecutive evaluations and, provided further, that the exercise of any right provided by this Agreement or the use of any benefit provided by this Agreement shall not be considered in whole or in part, for purposes of the October 1997 Merit Pay Guidelines.
NEW PARAGRAPH  EFFECTIVE OCTOBER 1, 2020, TWO AND THREE-QUARTERS PERCENT (2.75%) GENERAL SALARY INCREASE FUNDS, CALCULATED ON THE TOTAL SALARY BASE AS OF SEPTEMBER 30, 2020, WILL BE MADE AVAILABLE TO EMPLOYEES. THE FUNDS WILL BE ALLOCATED IN THE FOLLOWING MANNER:

A. FIFTY PERCENT (50%) OF THE TWO AND THREE-QUARTERS PERCENT (2.75%) GENERAL SALARY INCREASE FUNDS SHALL BE PROVIDED TO ALL EMPLOYEES IN THE BARGAINING UNIT.

B. FIFTY PERCENT (50%) OF THE TWO AND THREE QUARTERS PERCENT (2.75%) GENERAL SALARY INCREASE FUNDS WILL BE ALLOCATED ON THE BASIS OF MERIT IN ACCORDANCE WITH THE OCTOBER 1997 MERIT PAY GUIDELINES DEVELOPED BY THE PARTIES AMONG EMPLOYEES WHO ARE NOT CONSIDERED AS “DOES NOT MEET” EXPECTATIONS. FOR PURPOSES OF THIS PROVISION, AN EMPLOYEE SHALL NOT BE CONSIDERED “DOES NOT MEET” UNTIL THE EMPLOYEE’S PERFORMANCE IS CONSIDERED “DOES NOT MEET” IN TWO (2) CONSECUTIVE EVALUATIONS AND, PROVIDED FURTHER, THAT THE EXERCISE OF ANY RIGHT PROVIDED BY THIS AGREEMENT OR THE USE OF ANY BENEFIT PROVIDED BY THIS AGREEMENT SHALL NOT BE CONSIDERED IN WHOLE OR IN PART, FOR PURPOSES OF THE OCTOBER 1997 MERIT PAY GUIDELINES.

SALARY INCREASE 2016

Effective October 1, 2016, one percent (1.0%) general salary increase funds, calculated on the total salary base as of September 30, 2016, will be made available to all Employees in the bargaining unit. The amount will be based on the 2014 Memorandum of Understanding between the University and the Coalition of Labor Organizations which is separately ratified and signed by the Association.

SALARY INCREASE 2017-2018 2021-2022

Effective October 1, 2017 and October 1, 2018, OCTOBER 1, 2021 AND OCTOBER 1, 2022, general salary increase funds calculated on the total salary base as of September 30, 2017 and September 30, 2018 SEPTEMBER 30, 2021 AND SEPTEMBER 30, 2022, respectively, will be made available for all Employees, the amount of which will be based on the 2014 JANUARY 1, 2018-DECEMBER 31, 2021 Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations, (MSU/Coalition Memorandum) which was separately ratified and signed by the Association. The general salary increase funds will be allocated in the following manner:
A. Twenty-five (25%) FIFTY (50%) percent of the increase shall be provided to all Employees in the bargaining unit.

B. Seventy-five (75%) FIFTY (50%) percent of the increase will be allocated on the basis of merit in accordance with the October 1997 Merit Pay Guidelines developed by the parties among Employees who have received no less than a “meets expectations” rating on the last Employee evaluation. For purposes of this provision, an Employee shall not be considered “does not meet” until the Employee’s performance is considered to be “does not meet” in two (2) consecutive evaluations and, provided further, that the exercise of any right provided by this Agreement or the use of any benefit provided by this Agreement shall not be considered in whole or in part, for purposes of the October 1997 Merit Pay Guidelines.

-199 For increases effective October 1, 2017 2021 and October 1, 2018 2022, if general increase salary funds equate to one percent (1%) or less, one hundred percent (100%) of the increase shall be provided to all Employees in the bargaining unit. Should the general increase be greater than one percent (1%) the increase shall be allocated as described in Paragraph 198 A & B.

-200 All funds made available by the Employer for general increases shall be expended on the salary of Employees in the bargaining unit. The Employer agrees that within thirty (30) days of distribution of raise funds, it will present to the Association documentation of the complete expenditure of the general increases that were required to be expended on the APSA membership.

**SALARY PROGRESSION PROGRAM**

-201 Progression increases will be given to Employees who have completed at least one (1) year of University service on each January 1, or upon satisfactory completion of one (1) year’s service; whose current performance is determined to be not less than satisfactory; and whose salary is less than one hundred twenty-five (125%) percent of the minimum hiring level. For Sergeants, see Article 25 (Police Sergeants Special Provisions).

-202 For the term of this Agreement, eligible Employees have an opportunity to reach one hundred twenty-five (125%) percent of the minimum hiring rate for their level. Attainment of the one hundred twenty-five (125%) percent level will be achieved in increments of three (3%) percent up to the one hundred twenty-five (125%) percent level. Employees will not receive progression increases if they have less than a satisfactory overall rating on the latest Employee
evaluation. The salary progression program is not available to the Sergeants since their step increases occur on their anniversary dates following promotion.

-203 Special merit increases or advancement on the salary schedule may be granted during the budget year with appropriate approvals. Merit allocation guidelines have been developed by the parties to assist administration in making merit allocation decisions. The Employer and the Association will review merit allocation results in each year of the Agreement to determine the effectiveness of the guidelines and compensation programs.

MINIMUM HIRING LEVELS

-204 Minimum hiring levels will be determined by the Employer.

_Update chart_

NEW MINIMUM RATES

-205 Employees who are below the new minimum for their classification level will be brought to the new minimum. The new minimum rates are effective as of October 1, 2015 2019.

-206 Effective October 1, 2016 2020, October 1, 2017 2021 and October 1, 2018 2022, the Minimum Hiring Rates will increase by the percentage of the October 1, 2016 2020, October 1, 2017 2021 and October 1, 2018 2022, general salary increases respectively.

...
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

[Signatures]

Union Representative

9-27-19

Date

University Representative

9/27/19

Date

Article 19

Paragraph 225-226, 229

ARTICLE 19

Health Benefits

-225 New Employees – and Employees newly appointed to an eligible status – have sixty (60) THIRTY (30) days from the date of appointment to enroll. If enrollment does not occur within sixty (60) THIRTY (30) days, the Employee must wait until the next annual enrollment period.

-226 Health care programs for the life of this Agreement are subject to the 2014-2017 JANUARY 1, 2018-DECEMBER 31, 2021 Memorandum of Understanding between Michigan State University and the MSU Coalition of Labor Organizations (MSU/Coalition Memorandum) separately ratified and signed by the Administrative Professional Supervisors Association. A summary of benefits can be found on the MSU Human Resource website. IN THE EVENT THE PARTIES TO THE HEALTH CARE MEMORANDUM OF UNDERSTANDING ARE UNABLE TO REACH AN AGREEMENT, EITHER THE UNION OR THE EMPLOYER MAY DEMAND TO BARGAIN INDIVIDUALLY REGARDING HEALTH BENEFITS COVERAGE UPON EXPIRATION OF THE 2018-2021 MEMORANDUM OF UNDERSTANDING.

A. Prescription Drug

1. Prescription drug benefits shall be provided to Employees represented by the Association, regardless of the University health plan in which they are enrolled, under a program administered by Caremark or other administrator(s) as may be agreed to.

2. The prescription drug program implemented pursuant to the Agreement shall be as specified in the MSU/Coalition Memorandum.
3. The appropriate premiums for the prescription drug program shall be paid by the University for full-time Employees and proportionately for part-time Employees.

B. Base and optional programs. Subject to the MSU/Coalition Memorandum, the BCBS/PPO and BCN/HMO shall continue to be offered to Employees. The University’s contribution toward the cost of either program shall be the amount of the program having the lower rates in each plan year. This will be known as the base plan. In each of the aforementioned plan years, the cost of the base plan shall be borne in accordance with the 2014-2017 2018-2021 MSU/Coalition Memorandum by the University for full-time Employees and proportionately for part-time Employees. Employees electing to enroll under a plan other than the base plan will receive the applicable University single, two-person or family base plan contribution toward the plan cost, with the difference, if any, payable by the Employee through payroll deduction.

DENTAL PLAN

-229 Full-time and part-time Employees must enroll within thirty (30) days of initial employment or during a scheduled open enrollment. Coverage terminates at the end of the month employment terminates unless the Employee is an official Michigan State University retiree.
ARTICLE 20

INSURANCE PROGRAMS

EMPLOYEE PAID LIFE PLAN

-235 Eight plans “SALARY INDEXED” LEVELS of coverage are offered BASED ON ANNUAL SALARY. Four of the plans provide “fixed” amounts of life coverage based upon flat monthly premiums. The other four options provide “salary indexed” life benefits which are a multiple of annual salary. Contributions for the salary indexed options are a percent of salary. 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.

-236 Employees may enroll within sixty (60) THIRTY (30) days of initial employment or during a scheduled open enrollment period.

...

ACCIDENTAL DEATH AND DISMEMBERMENT

-239 Employees may enroll within sixty (60) THIRTY (30) days of initial employment or during a scheduled open enrollment period.

BASIC EXPANDED LIFE PLAN

-240 The University provides a Expanded BASIC EMPLOYEE Life Plan for regular full-time staff. The benefit is payable in the event of death. The benefit is an amount of insurance equal to the
Employee’s base annual salary. The maximum benefit is Fifty Thousand Dollars ($50,000). The University pays the entire cost of the coverage and no application is necessary. Coverage is automatic and effective the first work day of employment.

... 

LONG-TERM CARE

245 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 bargaining unit members 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.

For more information, or to request an enrollment kit, call the John Hancock Customer Service Center at 800.705.4529, Monday through Friday between 8:30 a.m. and 6:30 p.m. Eastern Time. The TTY number for hearing impaired is 800.255.1808. Bargaining unit members can log in to eHR and click on the Long-term Care link, or eligible family members can visit http://msu.jhancock.com (username:msu; password:mybenefit).
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

[Signatures]

Union Representative

Date 9-27-19

University Representative

Date 9/27/19

Article 21.

Paragraph 251, 276, 296

ARTICLE 21

LEAVES OF ABSENCE WITH PAY

... 

BEREAVEMENT LEAVE

-NEW PARAGRAPH- FOUR (4) CONSECUTIVE WORK DAYS IN THE CASE OF THE DEATH OF SPOUSE, CHILD, OR STEP-CHILD.


...

HOLIDAYS

...

-276 Eligibility begins on date of hire, rehire, or change to regular status of half-time or more. Personal leave days ARE SUBJECT TO APPROVAL should be approved by the Employee's supervisor, AND SHOULD BE REQUESTED in advance if possible. Personal leave is to be taken and reported in one (1) hour TENTHS OF AN HOUR increments. A maximum of eight (8) hours' pay may be made for each day of absence; may vary for persons on a flexible appointment. Each hour paid to an Employee shall be paid at the base rate of pay and shall not include shift premium or other premium payment. The Employee may use all personal leave days before
commencing a leave of absence without pay. Personal leave days may be used to supplement Workers' Compensation up to a maximum of eight (8) hours' total pay for each day of absence. Personal leave days may not be used to provide payment for absence due to disciplinary suspension.

...  

VACATION PAY

Accrued Vacation Leave Carryover

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<tr>
<th>Service Months</th>
<th>Earning Rate</th>
<th>Annual Accrual</th>
<th>Maximum Accrual</th>
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<td>Completion of First 6 Months of Service</td>
<td>48 hours</td>
<td>96 hours</td>
<td>120 hours</td>
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<tr>
<td>7th Month through 60th Month</td>
<td>8 hours/month</td>
<td>96 hours</td>
<td>120 hours</td>
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<tr>
<td>61st Month through 120th Month</td>
<td>12 hours/month</td>
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<td>180 hours</td>
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<tr>
<td>121st Month</td>
<td>16 hours/month</td>
<td>192 hours</td>
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</table>

Grade Levels 12 and Above

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<th>Service Months</th>
<th>Earning Rate</th>
<th>Annual Accrual</th>
<th>Maximum Accrual</th>
</tr>
</thead>
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<tr>
<td>7th Month</td>
<td>16 hours/month</td>
<td>192 hours</td>
<td>240 hours</td>
</tr>
</tbody>
</table>

...
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

Jose Martin Darce
Union Representative

9.27.19
Date

University Representative

9/27/19
Date

Article 22.

Paragraph 333

ARTICLE 22

Educational Programs

...

NON-CREDIT COURSES

...

-333 Non-credit course reimbursement will not exceed Eight Hundred Nine Hundred ($8900.00) Dollars per academic year.

...

REMOVE SAME-SEX DOMESTIC PARTNER FROM ARTICLE

Footnote: “Michigan State University discontinued benefits for MSU recognized same-sex domestic partners in order to comply with the Michigan Supreme Court’s ruling in National Pride at Work, Inc. v. Governor of Michigan, 481 Mich. 56 (2008). Accordingly, references to MSU recognized same-sex domestic partners in this policy have been rendered invalid.”
ARTICLE 23

RETIREMENT BENEFITS

-356 The University provides a contributory 403(b) Base Retirement Program PLAN for regular staff working half-time or more. It is part of the MSU 403(b) retirement plan RETIREMENT PLAN, which is a defined contribution plan operated under section 403(b) of the Internal Revenue Code. 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.

... 362 Employees have a cashability option as described in the Board of Trustees action of February 1, 1991.

OTHER RETIREMENT INFORMATION for Employees hired on or after July 1, 2010.

-363 Additional MSU 403(b) Base Retirement Program PLAN Contribution for Employees hired on or after July 1, 2010.

-364 For regular Employees hired on or after July 1, 2010, the Employer will make additional contributions to the MSU 403(b) Base Retirement Program PLAN as set forth below.

Effective January 1, 2016, for benefits eligible Employees whose most recent hire date is on or after July 1, 2010 the University will, upon hire, contribute 0.5% (one-half percent) of the Employee’s retirement eligible earnings into a separate Employer contribution account within the MSU 403(b) Retirement Plan on a pay period basis until one hundred twenty (120) vacation
service months are reached; after one hundred twenty (120) vacation service months the
University’s contribution increases to 0.75% per pay period (three-quarter percent) of retirement
eligible earnings.

A. MSU’s contributions will be deposited into a default investment fund initially at
an MSU designated retirement vendor; the Employee can redirect to fund(s) of
their choice by selecting from core options available in the 403(b) Retirement
Plan including the brokerage accounts. Additional information on the default and
optional investments is available at MSU HUMAN RESOURCES WEBSITE.
http://www.hr.msu.edu/benefits/retirement/Retirement_Enrollment_Guide.pdf

B. The accumulated account balance will become 100% vested immediately.

-365 Retiree Access to MSU Health Care and Dental Plan

Upon FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2010, UPON official retirement from
MSU (age 62 with at least 15 years of service credit or 25 years of service credit at any
age), an official retiree may then enroll (or continue enrollment) in the health care and
dental plan coverage available to MSU retirees at the Employee’s expense. Enrollment in
MSU health care and dental plan coverage may be continued for any eligible spouse,
Other Eligible Individual and/or dependent(s) if the official MSU retiree pays the full
applicable premium cost for the coverage.

...
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

[Signatures and dates]

Article 25.

ARTICLE 25

SPECIAL PROVISIONS

PATROL SERGEANTS-UNIFORM DIVISION- TWELVE (12) HOUR WORK SHIFTS

-385 Normal Work Cycle — A normal work cycle for regular full-time Sergeants, not including Sergeants with an active K-9, shall consist of three consecutive (3) twenty-eight (28) day cycles. During two of these consecutive twenty-eight (28) day cycles, an Employee will be required to work thirteen (13), twelve (12) hour days with fifteen (15) days as designated pay days. The remaining twenty-eight (28) day cycle, the Employee will be required to work fourteen (14) days, with 14 days as designated pass days.

-386 The cycle where as the Employee will work 14 days instead of 13 days, will be the right of Management to determine. A Sergeant will only be required to work one (1) cycle of 14 days in a three (3) twenty-eight (28) day cycle.

-387 Sergeants assigned to the K-9 unit who require two (2) training days during each twenty-eight (28) day cycle, will be required to work twelve (12) shifts consisting of twelve (12) continuous hours, and two (2) shifts of eight (8) continuous hours. The two (2) designated eight (8) hour shifts are for training purposes. There will be no less than two pass days granted consecutively unless requested by the Employee and approved by the Employer.

-388 Normal Work Day — A normal workday for regular full-time Employees shall be twelve (12) hours, unless regularly scheduled otherwise, not including meal periods.

-389 Overtime — Overtime compensation shall continue to be due for time worked in excess of a normal scheduled work day (as noted in Paragraph 398).

-390 Hours Worked—The starting and quitting times of the twelve (12) hour shift will be:
Days: 0600 to 1800 5:30 TO 17:30  
Midnights: 1800 to 0600 17:30 TO 5:30

-391 Both parties understand that this does not limit or change the rights of Management to establish starting and quitting times and work schedules.

EIGHT-HOUR WORK SHIFTS

NEW PARAGRAPH NUMBER – EIGHT(8)-HOUR SHIFTS

a) NORMAL WORK CYCLE - A NORMAL WORK CYCLE FOR REGULAR FULL-TIME POLICE SERGEANTS, SHALL INCLUDE FIVE (5) EIGHT (8)-HOUR SHIFTS, SCHEDULED MONDAY THROUGH FRIDAY, PER WORK WEEK.

b) NORMAL WORK DAY - A NORMAL WORK DAY FOR REGULAR FULL-TIME POLICE SERGEANTS SHALL BE EIGHT (8) HOURS, UNLESS REGULARLY SCHEDULED OTHERWISE, NOT INCLUDING MEAL PERIOD.

c) HOURS WORKED – THE STARTING AND QUITTING TIMES OF EIGHT (8) HOUR SHIFTS WILL GENERALLY BE BETWEEN 0700 TO 1700.

-NEW PARAGRAPH NUMBER - BOTH PARTIES UNDERSTAND THAT THIS DOES NOT LIMIT OR CHANGE THE RIGHTS OF MANAGEMENT TO ESTABLISH STARTING AND QUITTING TIMES AND WORK SCHEDULES.

-392 Training Days – Training days are normally scheduled on an eight (8) hour day basis. Both parties recognize that an Employee may need to finish their duty day on shift after their eight-hour training ends at eight (8) hours. (This will most likely occur when training is scheduled at MSUPD.) If an Employee is scheduled for a training day, the Employee may be allowed, upon Management approval, to offset the time lost by:

A. Using accumulated time such as, comp time, vacation, personal, exclusive of sick leave, for each of the scheduled training days, or:

B. Use one (1) less leave day for the work cycle if training consists of three (3) 8-hour days in a 28-day cycle.

C. Employees who are active members of the K-9 unit will work twelve (12) shifts of twelve (12) hours and two (2) training days of eight (8) hours during a twenty-eight (28) day work cycle.
SPECIAL EVENT COVERAGE

-393 Special Assignments EVENT COVERAGE – There may be times when Management will supplement Special Event positions with Sergeants working on shift. This arrangement will be at the discretion of Management.

POLICY and PROCEDURES:
Order Number: 97-209
Section: Administration
Index Number: ADM09

Both Parties agree, ADM09 of policy and procedures will be impacted by the extra amount of pass days afforded to each Employee. Because pass days increase significantly, the following will be used:

A. Move text to new paragraph number below.

-NEW PARAGRAPH NUMBER - Generally speaking, only the following circumstances shall relieve a Sergeant from the Special Event assignment process:

1. If a Sergeant, WORKING A TWELVE (12)-HOUR SHIFT, has been granted leave, and the Sergeant has used three (3) vacation PAID LEAVE days (OTHER THAN SICK) and the total consecutive days off is either EIGHT (8) or greater.

2. IF A SERGEANT, WORKING AN EIGHT (8)-HOUR SHIFT, HAS BEEN GRANTED LEAVE, AND THE SERGEANT HAS USED THREE (3) DAYS (OTHER THAN SICK) AND THE TOTAL CONSECUTIVE DAYS OFF IS FIVE (5) OR GREATER.

-394 Neither Management nor any Employee should be unduly enriched or handicapped by an adjustment based on the schedule change.

8-HOUR WORK DAYS

-395 Normal Work Cycle – A normal work cycle for Employees shall consist of a twenty-eight (28)-day cycle of one hundred sixty (160) hours with no more than eight (8) hours per day, not including meals. Eight (8) pass days are granted within every twenty-eight (28)-day work cycle for a total of one hundred four (104) pass days each year. There will be no less than two pass days granted consecutively unless requested by the Employee and approved by the Employer.

-396 Normal Work Day – A normal work day for regular full-time Employees shall be eight (8) hours, unless regularly scheduled otherwise, not including meal periods.
Overtime. Hours worked by Employees covered hereby for purposes as determined by management in excess of the normal tour of duty shall be compensated as described in Paragraphs 398-399.

Time and One-Half the Straight Hourly Rate

A. Any routine of two (2) hours or less that is an extension of the Employee's normal work day shall be compensated at the one-and-one-half rate. Examples of such work include, but are not limited to, complaint investigations, follow-up investigations, etc.

B. All hours worked during an emergency situation as declared by the Director or his/her designee. (Example: Riots, demonstrations, on and off Campus; tornados and tornado warnings; power failures; snowstorms; floods, or any other declared emergency.)

1. In those situations where an Employee is called back and where he/she has not been notified in advance and the call-back is not continuous with his/her regular work period, the Employee shall receive not less than three (3) hours pay at the time and one-half rate.

2. In those situations where an Employee is required by the Employer to remain at the University because of an emergency situation, the Employee shall receive time and one-half compensation for the time he/she is required to remain at the University.

C. Routinely scheduled events such as Employees' meetings, qualification shoots, training sessions and other Special Events such as football, basketball, registrations, etc., shall be compensated for at the rate of time and one-half for only the actual time the Employee is required to be in attendance or work.

D. Those individuals designated by the department to instruct in recruit schools or other duly authorized training sessions, while off duty, shall be compensated at the rate of time and one-half for only the actual time they are scheduled to instruct, unless reimbursement is provided to the individual by the training agency.

E. Employees subpoenaed or directed into court including Probate Court and official hearings, during off-duty hours shall be compensated at the rate of time and one-half their regular hourly rate for the time they actually spend in court. Employees regularly scheduled for THEIR REGULAR first-platoon or night-jump shift AND slated to appear within twelve (12) hours BEFORE OR after their shift is due to terminate, shall receive a three (3) hour minimum overtime guarantee; all other
Employees shall receive a two (2) hour minimum overtime guarantee. Where witness fees are provided, such fees shall be submitted to the Employer.

A. Employees scheduled to work overtime shall be given a minimum four (4) hours notification if the overtime event is to be canceled. If less than four (4) hours notice is given, the Employee shall be paid one (1) hour at the rate of time and one-half. Notice will be considered given with verification that the department attempted to call to give the four (4) hours notice.

B. EMPLOYEES WHO ARE CALLED INTO DUTY AS THE RESULT OF THEIR STATUS AS A MEMBER OF A SPECIALIZED UNIT, (I.E. CRIME SCENE INVESTIGATOR, ACCIDENT INVESTIGATOR, SPECIAL RESPONSE TEAM, EMERGENCY MANAGER, HOSTAGE NEGOTIATOR, ETC.), WHERE AN IMMEDIATE OFF-DUTY RESPONSE IS REQUIRED, AND WHERE HE/SHE HAS NOT BEEN NOTIFIED IN ADVANCE AND THE CALL-BACK IS NOT CONTINUOUS WITH HIS/HER REGULAR WORK PERIOD SHALL RECEIVE NOT LESS THAN THREE (3) HOURS PAY AT THE TIME AND ONE-HALF RATE.

-399 Time and One-Half Compensatory Time Rate or Time and One-Half Straight Hourly Rate

A. All hours worked due to call-back immediately preceding the Employee's normal work day for only such time actually worked.

B. Employees who are required to obtain complaints and warrants and validate complaints while off duty shall be compensated at the rate of time and one-half for a minimum of two (2) hours. Note Paragraph 398, A. above. However in those instances where an Employee is required to obtain complaints and warrants and validate complaints immediately preceding or following his/her tour of duty, he/she shall be compensated at the rate of time and one-half for only the actual time worked.

C. Employees may request time and one-half compensatory time in lieu of time and one-half pay for overtime hours worked as listed under Paragraph 398. These requests must be made through the Deputy POLICE Chief or his/her designee and are subject to his or her designee's approval.

-400 Other Provisions. No compensation shall be provided for time necessitated by the Employee's negligence.

-401 Approval of Overtime

A. All overtime shall be authorized by that shift supervisor who is in charge of the department during the period of time when the overtime is actually worked or the
individual Employee's immediate supervisor, except under those conditions as described in this Article, Paragraph 398, A.

B. The individual Employee's immediate supervisor shall have the responsibility of communicating the overtime authorized to the shift supervisor who is in charge of the department during the period when the overtime is actually worked.

-402 Pyramiding. Payment for overtime, call-back time, and court appearances (Paragraph 398, E.) shall not be duplicated for the same hours worked as heretofore provided.

HOLIDAYS/SPECIAL PASS DAYS

-404 If the Employee works on a University designated holiday as set forth in Paragraph 258 he/she shall be paid double time for all hours worked and in addition thereto, be granted a "special pass day" to be scheduled at another time.

MISCELLANEOUS

-412 Should the University, for whatever reason, deem it necessary to specify an off-duty handgun, the University will issue such a gun. Should an Employee carry a handgun off duty, the Employee must carry a University issued two (2) inch handgun. However, an Employee may elect to carry his/her own handgun other than the department-issued handgun if the following criteria are met: (1) the handgun must be a comparable caliber and must be approved by the department; (2) the Employee must qualify for training on his/her own time; and (3) the Employee must use his/her own ammunition which must be approved by the department, unless their personal weapon chambers departmental ammunition.

NEW PARAGRAPH — POLICE LIEUTENANTS SHALL ALSO BE COVERED BY THE ABOVE PROVISIONS OF THIS ARTICLE, PARAGRAPHS ____ TO ____, BUT SHALL NOT BE SUBJECT TO THE SALARY PROGRESSION PROVISIONS BELOW. THEY SHALL BE ELIGIBLE FOR THE GENERAL SALARY INCREASE FUNDS, THE AMOUNT OF WHICH WILL BE BASED ON THE JANUARY 1, 2018-DECEMBER 31, 2021 MEMORANDUM OF UNDERSTANDING BETWEEN MICHIGAN STATE UNIVERSITY AND THE COALITION OF LABOR ORGANIZATIONS WHICH IS SEPARATELY RATIFIED AND SIGNED BY THE ASSOCIATION.

SALARY PROGRESSION

-415 Sergeants shall initially be placed at Level IV I and shall advance to Levels III, II and I II, III, AND IV on their anniversary dates.

Effective October 1, 2015, current Sergeants on probationary status shall be placed at Level IV. Current Sergeants who have completed their probationary period and are in their second year as
a Sergeant shall be placed at Level III. A current Sergeant with three years or more shall remain at Level I.

Effective October 1, 20152019 the base salary for Employees in pay grade IV, III, II, I, II, III, IV shall be:

**Update to 2019 salary figures:**

<table>
<thead>
<tr>
<th>Level</th>
<th>SGT</th>
</tr>
</thead>
<tbody>
<tr>
<td>IV I</td>
<td>$73,460</td>
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<tr>
<td>III II</td>
<td>$77,224</td>
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<tr>
<td>II III</td>
<td>$79,035</td>
</tr>
<tr>
<td>I IV</td>
<td>$81,035</td>
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</tbody>
</table>

SERGEANTS WHO, IMMEDIATELY PRIOR TO ASSUMING THE RANK OF SERGEANT, WERE AT THE HIGHEST SALARY LEVEL FOR MSU POLICE OFFICERS SHALL INITIALLY BE PLACED IN LEVEL II. ALL OTHER NEW SERGEANTS SHALL BE PLACED AT LEVEL I UPON JOINING THE UNIT.

-416 Effective October 1, 2016 2020, October 1, 2017 2021 and October 1, 2018 2022, general salary increase funds will be made available to all Sergeants, the amount of which will be based on the 2014–2017 JANUARY 1, 2018-DECEMBER 31, 2021 Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations which is separately ratified and signed by the Association.
NEW ARTICLE 27
SPECIAL PROVISIONS FOR COMMUNITY DIRECTORS

-417. The position of Community Director will be included under the terms of the CBA, with the following exceptions:

a. The “Residence Education and Housing Services Community Director Agreement” shall remain in use and have full effect, except as directly contradicted by the terms of the Collective Bargaining Agreement and as otherwise provided herein. The Residence Education and Housing Services Community Director Agreement shall continue to be used, as updated and with information applicable to individual employees. The Union will be given notice of revisions to the “Residence Education and Housing Services Community Director Agreement,” and the University will bargain, following a demand from the Union, concerning any mandatory topics of bargaining in the Residence Education and Housing Services Community Director Agreement.

b. Scheduling of work shall be as provided in the Residence Education and Housing Services Community Director Agreement, rather than the Collective Bargaining Agreement. Community Directors will receive any pay/benefits pursuant to Holidays, paragraph 262 of the collective bargaining agreement.

c. The following shall apply to Article 7, Settlement of Disputes, Arbitrator’s Powers:

The arbitrator shall have no power to change any decision by the University concerning the provision of housing or a meal plan to an employee in the position of Community Director, or to any guest or other
person associated with the Community Director. In the event of a termination of employment, the arbitrator will have authority to order the University to pay the pro rata share of the cost of University housing and meal plan based on the time remaining in the Community Directors annual off-date appointment.

d. The Community Director position shall not be included in the layoff/bypass process. APSA members on layoff shall not be able to bypass into any Community Director position.

e. The University shall be able to designate the Community Director position, or any individuals in that position, as an off-date position.

f. The position shall be included in the terms of Association Security as soon as practicable given the need to make programing and systems changes.

2) Compensation – Effective as soon as practicable, the University will create a new, FLSA-exempt salary level 89 88, with a minimum salary of $42,000, exclusive of housing and food. This will increase each year with the general increase pursuant to the CLO Memorandum of Understanding.

3) Automatic Progress Level (APL) and progression increases, shall not apply to the Community Director position. In place of APL and progression increases, the University will make lump-sum payments in July of each year to those Community Directors who are on an annual off-date appointment and who receive another consecutive off-date appointment as a Community Director. The lump-sum payments shall be in the following amounts:

a. $500 for the first renewal;
b. $750 for the second renewal;
c. $1,000 for the third renewal and
d. $1,250 for the fourth renewal.

These payments shall not be included in the base salary, nor shall the University make contributions to any retirement plan based on these lump-sum payments.

4) Notices

a. By April 1 of each year, Community Directors must give the University notice of their desire to return to the Community Director position for the following year. Absent such notice, the University shall be entitled to conclude the employee will not be returning to the position for the following year.
b. By May 15 of each year, the University will provide notice of its intent to offer another appointment as a Community Director to any employee who indicated a desire to return as a Community Director. The University's failure to give this notice will require the University to continue the employee for forty-five (45) calendar days after the time when the notice is given. For example, if notice is not given until June 1, the employee would be continued in the position until July 15. The University's failure to provide notice will not result in an automatic renewal of the agreement.
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

[Signature]
Union Representative

[Signature]
University Representative

9-27-19
Date

9/27/19
Date

LOA

LOA

THE EMPLOYER SHALL MAINTAIN ELECTRONIC COPIES OF THE AGREEMENT ON ITS WEBSITE AND EMPLOYEES SHALL BE PERMITTED TO PRINT A COPY OF THE AGREEMENT AT THE WORKPLACE.
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

Jose Martin
Union Representative

University Representative

9-27-19
Date

9/27/19
Date

Article LOA

LETTER OF AGREEMENT
BETWEEN
MICHIGAN STATE UNIVERSITY, THE EMPLOYER,
AND
MICHIGAN STATE UNIVERSITY ADMINISTRATIVE-PROFESSIONAL
SUPERVISORS ASSOCIATION

As a result of discussions between the parties the following is hereby agreed.

1. For the purposes of overtime, Employees classified as

Custodial Supervisor - located within the Infrastructure, Planning and Facilities Division
Skilled Trades Supervisor - located within the Infrastructure, Planning and Facilities Division or Facility for Rare Isotope Beams
FRIB Operations Accelerator Engineer II/III/S - located within the Facility for Rare Isotope Beams
Golf Course Maintenance Supervisor - located within Landscape Services Department
Landscape Services Supervisor LANDSCAPE SERVICES COORDINATOR - located within Landscape Services Department
Lieutenants - in accordance with the current overtime policy now in effect in the Department of Police and Public Safety
Maintenance/Repair Supervisor - Located within Residential and Hospitality Services

shall be eligible for overtime consideration as follows:

Overtime is defined as scheduled hours worked, in excess of forty (40) hours in an Employee's work week for which the Employee will receive payment or compensatory time off at the rate of time and one-half (1-1/2).
Employees shall have the right to indicate his/her preference for pay or compensatory time for overtime worked. If the Employee wishes to receive compensatory time, the request must be approved by the Unit Administrator.

Compensatory time off shall be mutually arranged between the Employee and Unit Administrator.

For the purpose of computing overtime, holiday hours paid will be considered time worked. If an Employee has an unexcused absence on either her/his regularly scheduled working day immediately preceding or her/his regularly scheduled working day immediately following the holiday, the holiday hours will not be considered time worked for the purposes of overtime. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

Unit Administrators, or their authorized representatives, are responsible for the approval of overtime work prior to the performance of overtime work. Approval means time worked as directed by the Administrator and does not include casual or unscheduled time spent at work beyond the normal work day or work week.

2. In certain emergency or unusual situations, consideration may be given for overtime pay to those Employees who are called to render special services not usually a part of their regular duties or responsibilities. In those cases, it will be necessary to obtain the approval of the administrative head and MSU Human Resources before authorizing overtime pay. Application of this provision is at the sole discretion of the Employer.

3. For purposes of Emergency Duty, Call-back, Employees classified as Skilled Trades Supervisor and located within Infrastructure, Planning and Facilities Division shall be eligible for call-back consideration as follows:

   An Employee reporting for emergency duty at the Employer's request for work which he/she had not been notified of in advance and which is outside of and not contiguous with his/her regular work period, shall be guaranteed three (3) hours pay, and three (3) hours work, at the rate of time and one-half (1-1/2).

4. For purposes of Late Work Hours, (DEFINED AS ANY SHIFT THAT BEGINS BETWEEN THE HOURS OF 3:00 PM AND MIDNIGHT) Employees classified as Custodial Supervisor and located within Infrastructure, Planning and Facilities Division, SKILLED TRADERS SUPERVISOR AND LOCATED WITHIN INFRASTRUCTURE, PLANNING AND FACILITIES DIVISION and Employees working in the Residential and Hospitality Services Division shall be eligible for Late Work Hour consideration (other classifications having regularly scheduled late work hours will be added upon mutual agreement of the parties) as follows:

   Employees who work Late Work Hours shall receive an additional One Thousand Forty ($1,040.00) Dollars added to their annual base salary while regularly assigned to that shift. THIS SHALL BE REMOVED FROM THE EMPLOYEE'S BASE SALARY WHEN THE EMPLOYEE MOVES TO A SHIFT THAT DOES NOT BEGIN BETWEEN THE HOURS OF 3:00 PM AND MIDNIGHT.
Disputes regarding this provision to be raised in special conference.

5. The parties agree to meet at request of either party relative to matters directly pertaining to this Agreement.

6. STANDBY PAY

A. STANDBY IS A SITUATION IN WHICH AN OFF-DUTY BARGAINING UNIT EMPLOYEE IS OFFICIALLY ADVISED AND SCHEDULED BY HER/HIS SUPERVISOR TO BE AVAILABLE TO RETURN TO WORK DURING A SPECIFIED PERIOD OF TIME.

B. EMPLOYEES IN GRADE LEVELS 9, 10, AND 11 WHO ARE ASSIGNED AND SCHEDULED TO "STANDBY" STATUS SHALL BE PAID ONE (1) HOUR OF PAY AT STRAIGHT TIME OR ITS EQUIVALENT IN COMPENSATORY TIME (BY MUTUAL AGREEMENT) FOR EVERY TWENTY-FOUR (24) HOUR PERIOD THAT THEY ARE IS SCHEDULED ON STANDBY. EMPLOYEES ASSIGNED TO STANDBY STATUS ARE REQUIRED TO BE AVAILABLE FOR DUTY BY LEAVING WORD AT THEIR HOMES OR WITH THEIR SUPERVISORS WHERE THEY CAN BE REACHED BY PHONE AND TO BE IN A POSITION TO REPORT TO WORK IMMEDIATELY WHEN CALLED. A STANDBY ASSIGNMENT WHICH RESULTS IN A CALL TO REPORT TO WORK IS NOT ELIGIBLE FOR STANDBY PAY. UPON REPORTING TO WORK, EMPLOYEES SHALL BE PAID FOR THE ACTUAL TIME WORKED AT THE RATE OF TIME AND ONE-HALF, OR A MINIMUM OF TWO (2) HOURS, WHICHEVER IS GREATER.

7. This Letter of Agreement will remain in effect until September 30, 2023. Additions, deletions, or modifications may be made with the mutual agreement of the parties.
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

[Signatures]
Union Representative

9-27-19
Date

University Representative

9/27/19
Date

Article LOA

LOA

PARENTAL LEAVE

The University would agree to the following as a Letter of Agreement:

THE UNION AND THE EMPLOYER AGREE TO MEET DURING THE TERM OF THE 2019-2023 AGREEMENT FOR PURPOSES OF DEVELOPING A PAID PARENTAL LEAVE PROGRAM WHICH WILL APPLY TO FULL-TIME EMPLOYEES IN THE BARGAINING UNIT. THE PURPOSE OF PAID PARENTAL LEAVE IS TO ENABLE THE EMPLOYEE TO CARE FOR AND BOND WITH A NEWBORN OR A NEWLY ADOPTED OR NEWLY PLACED CHILD. SUCH PROGRAM SHALL INCLUDE THE FOLLOWING PROVISIONS:

EFFECTIVE DATE
THE PROGRAM SHALL BECOME EFFECTIVE WITH LEAVES COMMENCING ON OR AFTER JANUARY 1, 2021.

ELIGIBILITY
TO BE ELIGIBLE FOR PAID PARENTAL LEAVE, EMPLOYEES MUST MEET THE FOLLOWING CRITERIA:

- HAVE BEEN CONTINUOUSLY EMPLOYED WITH MICHIGAN STATE UNIVERSITY FOR AT LEAST 24 CONSECUTIVE MONTHS PRIOR TO COMMENCEMENT OF THE LEAVE.
- HAVE WORKED AT LEAST 1,250 HOURS DURING THE 12 CONSECUTIVE MONTHS IMMEDIATELY PRECEDING THE DATE THE LEAVE WOULD BEGIN.
- BE A FULL- TIME REGULAR EMPLOYEE (PART-TIME, TEMPORARY EMPLOYEES AND ON-CALL ARE NOT ELIGIBLE FOR THIS BENEFIT).
• MEET ONE OF THE FOLLOWING:
  o HAVE GIVEN BIRTH TO A CHILD; OR
  o HAVE ADOPTED A CHILD UNDER THE AGE OF 18, BECOME A LEGAL GUARDIAN, OR BECOME A FOSTER PARENT OF A CHILD UNDER THE AGE OF 18; OR
  o ARE THE SPOUSE OF A PERSON WHO HAS GIVEN BIRTH TO A CHILD; OR

• THIS POLICY APPLIES TO A CHILD THAT IS NEWLY ADDED TO THE HOUSEHOLD THROUGH ADOPTION, GUARDIANSHIP OR FOSTER CARE AND NOT A CHILD WHO IS ALREADY A MEMBER OF THE HOUSEHOLD.

• AN EMPLOYEE WILL NOT RECEIVE MORE THAN FOUR (4) WEEKS (OR SIX (6) WEEKS FOR LEAVES COMMENCING ON OR AFTER JANUARY 1, 2023) OF PAID PARENTAL LEAVE IN ANY TWELVE (12)-MONTH PERIOD, REGARDLESS OF WHETHER MORE THAN ONE BIRTH, ADOPTION, GUARDIANSHIP OR FOSTER PLACE PLACEMENT OCCURS.

AMOUNT, TIME FRAME, AND DURATION OF PAID PARENTAL LEAVE

• EFFECTIVE WITH LEAVES COMMENCING ON OR AFTER JANUARY 1, 2021:
  ELIGIBLE EMPLOYEES WILL RECEIVE A MAXIMUM OF FOUR (4) WEEKS OF PAID PARENTAL LEAVE PER BIRTH, ADOPTION, OR PLACEMENT OF A CHILD/CHILDREN. THE FACT THAT A MULTIPLE BIRTH, ADOPTION, OR PLACEMENT OCCURS (E.G., THE BIRTH OF TWINS OR ADOPTION OF SIBLINGS) DOES NOT INCREASE THE TOTAL AMOUNT OF PAID PARENTAL LEAVE GRANTED FOR THAT EVENT. IN ADDITION, IN NO CASE WILL AN EMPLOYEE RECEIVE MORE THAN FOUR (4) WEEKS OF PAID PARENTAL LEAVE IN A ROLLING 12-MONTH PERIOD, REGARDLESS OF WHETHER MORE THAN ONE BIRTH, ADOPTION, OR FOSTER CARE PLACEMENT EVENT OCCURS WITHIN THAT 12-MONTH TIME FRAME.

• EFFECTIVE WITH LEAVES COMMENCING ON OR AFTER JANUARY 1, 2023:
  ELIGIBLE EMPLOYEES WILL RECEIVE A MAXIMUM OF SIX (6) WEEKS OF PAID PARENTAL LEAVE PER BIRTH, ADOPTION, OR PLACEMENT OF A CHILD/CHILDREN. THE FACT THAT A MULTIPLE BIRTH, ADOPTION, OR PLACEMENT OCCURS (E.G., THE BIRTH OF TWINS OR ADOPTION OF SIBLINGS) DOES NOT INCREASE THE TOTAL AMOUNT OF PAID PARENTAL LEAVE GRANTED FOR THAT EVENT. IN ADDITION, IN NO CASE WILL AN EMPLOYEE RECEIVE MORE THAN SIX (6) WEEKS OF PAID PARENTAL LEAVE IN A ROLLING 12-MONTH PERIOD, REGARDLESS OF WHETHER MORE THAN ONE BIRTH, ADOPTION, OR FOSTER CARE PLACEMENT EVENT OCCURS WITHIN THAT 12-MONTH TIME FRAME.
• PAID PARENTAL LEAVE IS COMPENSATED AT 100 PERCENT OF THE EMPLOYEE’S REGULAR, STRAIGHT-TIME PAY. PAID PARENTAL LEAVE WILL BE PAID ON A MONTHLY BASIS ON REGULARLY SCHEDULED PAYROLL DATES.
• PARENTAL LEAVE IS INTENDED TO BE TAKEN AS A SINGLE, CONTINUOUS BLOCK OF TIME.
• PAID PARENTAL LEAVE SHALL BE TAKEN WITHIN TWELVE (12) MONTHS OF THE QUALIFYING EVENT.
• UPON TERMINATION OF THE INDIVIDUAL’S EMPLOYMENT AT MICHIGAN STATE UNIVERSITY, SHE OR HE WILL NOT BE PAID FOR ANY UNUSED PAID PARENTAL LEAVE FOR WHICH SHE OR HE WAS ELIGIBLE.

COORDINATION WITH OTHER POLICIES
• PAID PARENTAL LEAVE TAKEN UNDER THIS POLICY WILL RUN CONCURRENTLY WITH LEAVE UNDER THE FMLA; THUS, ANY LEAVE TAKEN UNDER THIS POLICY THAT FALLS UNDER THE DEFINITION OF CIRCUMSTANCES QUALIFYING FOR LEAVE DUE TO THE BIRTH OR PLACEMENT OF A CHILD OR DUE TO ADOPTION OR FOSTER CARE, THE LEAVE WILL BE COUNTED TOWARD THE 12 WEEKS OF AVAILABLE FMLA LEAVE PER A 12-MONTH PERIOD. ALL OTHER REQUIREMENTS AND PROVISIONS UNDER THE FMLA WILL APPLY. IN NO CASE WILL THE TOTAL AMOUNT OF LEAVE— WHETHER PAID OR UNPAID— GRANTED TO THE EMPLOYEE UNDER THE FMLA EXCEED 12 WEEKS DURING THE 12-MONTH FMLA PERIOD. PLEASE REFER TO THE FAMILY AND MEDICAL LEAVE POLICY FOR FURTHER GUIDANCE ON THE FMLA.
• MICHIGAN STATE UNIVERSITY WILL MAINTAIN ALL EMPLOYER PAID BENEFITS FOR WHICH EMPLOYEES WOULD OTHERWISE BE ELIGIBLE DURING THE PAID PARENTAL LEAVE PERIOD JUST AS IF THEY WERE TAKING ANY OTHER UNIVERSITY PAID LEAVE SUCH AS PAID VACATION LEAVE OR PAID SICK LEAVE. EMPLOYEES WILL REMAIN RESPONSIBLE FOR ANY EMPLOYEE PREMIUMS, CONTRIBUTIONS OR OTHER NORMALLY REQUIRED COSTS.
• IF A UNIVERSITY HOLIDAY OCCURS WHILE THE EMPLOYEE IS ON PAID PARENTAL LEAVE, SUCH DAY WILL BE CHARGED TO HOLIDAY PAY; HOWEVER, SUCH HOLIDAY PAY WILL NOT EXTEND THE TOTAL PAID PARENTAL LEAVE ENTITLEMENT.
• AN EMPLOYEE WHO TAKES PAID PARENTAL LEAVE THAT DOES NOT QUALIFY FOR FMLA LEAVE WILL BE AFFORDED THE SAME LEVEL OF JOB PROTECTION FOR THE PERIOD OF TIME THAT THE EMPLOYEE IS ON PAID PARENTAL LEAVE AS IF THE EMPLOYEE WERE ON FMLA-QUALIFYING LEAVE.

REQUESTS FOR PAID PARENTAL LEAVE.
• IN CASES OF A BIRTH AN EMPLOYEE MUST SUBMIT A LETTER FROM A PHYSICIAN STATING THE PROJECTED DELIVERY DATE.
• AN EMPLOYEE WHO WILL EXPERIENCE ANOTHER QUALIFYING CONDITION FOR THE USE OF PARENTAL LEAVE MUST SUBMIT APPROPRIATE DOCUMENTATION OF THE GROUNDS FOR THE USE OF LEAVE (E.G. DATE OF PLACEMENT OR ADOPTION).
• EMPLOYEES WILL PROVIDE THEIR SUPERVISOR AND MSU HUMAN RESOURCES WITH NOTICE OF THE REQUEST FOR LEAVE AT LEAST 30 DAYS PRIOR TO THE
PROPOSED DATE OF THE LEAVE. IF THE LEAVE WAS NOT FORESEEABLE, NOTICE MUST BE GIVEN AS SOON AS POSSIBLE.

- THE UNIVERSITY WILL DEVELOP FORMS AND PROCEDURES FOR REQUESTING A PAID PARENTAL LEAVE.
TENTATIVE AGREEMENT WAS REACHED ON 9-27-19

[Signature]
Union Representative

[Signature]
University Representative

9-27-19
Date

9/27/19
Date

Article: LOA

UPON REQUEST FROM THE UNIVERSITY, THE UNION AGREES TO NEGOTIATE OVER THE USE OF “POOL POSTINGS” DURING THE TIME THIS CONTRACT IS IN EFFECT. A POOL POSTING IS A POSTING THAT WILL HAVE MULTIPLE OPENINGS BEHIND A SINGLE MAIN POSTED ADVERTISEMENT FOR A VACANCY.