Tentative Agreement
Between
Michigan State University,
The Employer,
And
Clerical-Technical Union
The Union

As a result of negotiations between the parties for a successor collective bargaining agreement, the Employer and the Union agree to this Tentative Agreement Between Michigan State University, The Employer and Clerical-Technical Union The Union (TA), to be effective from date of ratification through March 31, 2023. This TA hereinafter detailed is subject to ratification by the Employer and the Union. This TA is listed as follows and in the attached:

1) Article 1, 3/21/19
2) Article 5, Roman Numeral II., 3/21/19
3) Article 7, Roman Numeral V., 3/21/19
4) Article 7, Roman Numeral VI., 3/21/19
5) Article 8, Roman Numeral II., 3/21/19
6) Article 8, Roman Numeral IV., 3/21/19
7) Article 8, Roman Numeral VIII., 3/21/19
8) Article 9, Roman Numeral I., 3/21/19
9) Article 10, Roman Numeral I., 3/21/19
10) Article 11, Roman Numeral III., 3/21/19
11) Article 11, Roman Numeral V., A. & B. 4 & 6, 3/21/19
12) Article 11, Roman Numeral VII., 3/21/19
13) Article 12, Roman Numeral I. B., 3/21/19
14) Article 12, Roman Numeral II., 3/21/19
15) Article 13, Benefit Plans, 3/21/19
16) Article 13, Roman Numeral I., 3/21/19
17) Article 13, Roman Numeral II., 3/21/19
18) Article 13, Roman Numeral III., 3/21/19
19) Article 16, Roman Numeral II., III., V., 3/21/19
20) Article 17, 3/21/19
21) Article 18, Roman Numeral II., F., 3/21/19
22) Article 18, Roman Numeral IV., J., 3/21/19
23) Article 18, Roman Numeral V., E., 3/21/19
24) Article 19, Roman Numeral IV., 3/21/19
25) Article 21, Roman Numeral III. & IV., 3/21/19
26) Article 24, Roman Numeral V. & VIII., 3/21/19
27) Article 28, Roman Numeral I. – IV., 3/21/19
28) Article 32, 3/21/19
29) Article 33, Roman Numeral IX. & XV., 3/21/19
30) LOA Dues Revocation, 3/21/19
31) LOA Paid Time Off Donation Bank, 3/21/19
32) LOA Pool Posting, 3/21/19
33) LOA Position Description, 3/21/19
34) LOA WKAR - Retain, 3/21/19
35) MLK Day - Retain, 3/21/19
36) Bridging Program - Eliminate, 3/21/19
37) Effective April 1, 2015 to December 31, 2015 – Eliminate, 3/21/19
38) Additional MSU 403(b) Retirement Plan Contributions for Employees hired on or after July 1, 2010 – Eliminate, 3/21/19

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

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 April 1, 2019.

FOR THE EMPLOYER

[Signature]
Richard W. Fanning, Jr., Director
Office of Employee Relations
Date: 3/25/19

FOR THE UNION

[Signature]
Debra J. Bittner, President
Clerical-Technical Union
Date: 3/25/19
TENTATIVE AGREEMENT WAS REACHED ON _____

[Signature]  3/25/19
Union Representative  Date

[Signature]  3/22/19
University Representative  Date

Article Article 1
Paragraph I.

ARTICLE 1

AGREEMENT

I. This Agreement is made by and between the Board of Trustees of Michigan State University and the Clerical-Technical Union of Michigan State University and shall be effective from and after April 1, 2015 2019 until and including March 31, 2019 2023, with respect to all provisions of this Agreement except as specifically noted.

REDO SIGNATURES TO REFLECT CURRENT NAMES
TENTATIVE AGREEMENT WAS REACHED ON

[Signature] 3/25/19
Union Representative

[Signature] 3/22/19
University Representative

Article 5

Paragraph Roman Numeral II.

ARTICLE 5

PROBATIONARY AND TEMPORARY EMPLOYEES

II. TEMPORARY EMPLOYEES

A. Employees filling temporary jobs lasting less than SIX (6) MONTHS one hundred twenty (120) calendar days shall not be members of the bargaining unit. These jobs need not be filled pursuant to the provisions of Article 17. There shall be no seniority for persons employed in temporary jobs lasting fewer than SIX (6) MONTHS one hundred twenty (120) calendar days. One hundred twenty (120) day Temporary jobs may be extended, upon written notification to the Union prior to the end of the initial one hundred twenty (120) calendar day appointment, for up to sixty (60) additional calendar days, or longer with mutual agreement between the Union and the Employer.

B. Employees filling temporary jobs lasting more than SIX (6) MONTHS one hundred twenty (120) calendar days shall become members of the bargaining unit, provided that there shall be no seniority or rights of recall. Upon entering the bargaining unit, employees filling temporary jobs shall receive at least the minimum pay for grade level 03, holiday pay, and shall comply with the provisions of Article 26.

C. At the time when any temporary position is being filled, the temporary employee and the Union will be advised as to the anticipated date certain for the position's termination. A temporary appointment shall not be
extended beyond **SIX (6) MONTHS** one hundred eighty (180) calendar days except by mutual agreement or when a temporary employee fills the position of a regular employee on leave of absence pursuant to Article 11.V.C.7., in which case the temporary employment may continue during the period of the leave of absence. If employment continues beyond **SIX (6) MONTHS** one hundred eighty (180) calendar days, employees shall begin to accrue vacation and sick leave. Except for the benefits provided for herein, temporary employees shall receive no other considerations.
TENTATIVE AGREEMENT WAS REACHED ON 

Alethea Bittner  
Union Representative  
Date: 3/25/19 

University Representative  
Date: 3/22/19 

Article 7  

Paragraph Roman Numeral V.  

V. Reduction in Hours  

In the event of the need for reduction in hours in a department, the department shall honor the principle of seniority in determining which employee(s) within the affected classification(s) will be subject to the hours reduction, provided the employee(s) can perform the work. EMPLOYEES SHALL HAVE THE RIGHTS AFFORDED IN ARTICLE 17.V.A.6.  

...
TENTATIVE AGREEMENT WAS REACHED ON ________

[Signature]
Union Representative

[Signature]
University Representative

3/25/19
Date

3/22/19
Date

Article Article 7

Paragraph Roman Numeral VI.

VI. WORK/LIFE BALANCE

THE UNIVERSITY AND THE UNION SUPPORT WORK/LIFE BALANCE. Employees may propose and departments may approve flexible or alternative work schedules that meet the operational needs of the department, do not generate overtime, do not impinge on other employees' contractual rights to use benefit time off and do not impinge on equal opportunity for flexible or alternative work schedules. The decision to approve, OR disapprove, OR MODIFY such requests shall be in the discretion of the Employer, BUT SHALL NOT BE UNREASONABLY DENIED IN AN ARBITRARY AND CAPRICIOUS MANNER.

...
Article 8

Paragraph Roman Numeral II

II. Rate Schedule

Effective April 1, 2019

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<th>Progression Maximum</th>
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TENTATIVE AGREEMENT WAS REACHED ON __________

[Signature] 3/25/19
Union Representative

[Signature] 3/22/19
University Representative

Article Article 8

Paragraph Roman Numeral IV.

IV. Wage Progression

... D. The progression program can be suspended for an employee if her/his most recent performance evaluation indicates that she/he does not meet or exceed expectations.

THE UNION SHALL BE PROVIDED A MONTHLY LIST OF EMPLOYEES WHO RECEIVE A "DOES NOT MEET EXPECTATIONS" EVALUATION.

...
TENTATIVE AGREEMENT WAS REACHED ON __________

<table>
<thead>
<tr>
<th>Signature</th>
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<tbody>
<tr>
<td>Maria Bittner</td>
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<td>Patrick Meegan</td>
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<tr>
<td>University Representative</td>
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Article _______ Article 8

Paragraph _______ Roman Numeral VIII.

VIII. Merit Increases

**AN EMPLOYEE MAY REQUEST AND/OR THE EMPLOYER MAY GRANT A MERIT INCREASE.** An employee may receive an increase for merit or other reasons deemed appropriate by the University.

....
TENTATIVE AGREEMENT WAS REACHED ON _________

3/25/19
Date

3/22/19
Date

Article    Article 9
Paragraph    Roman Numeral I.

ARTICLE 9

Overtime

I.    General Provisions

D.    UNLESS NOTICE IS PROVIDED AS SET FORTH IN ARTICLE 7.I.E.,
Aan employee required to work before or after her/his scheduled
beginning time and ending time shall be paid at the prescribed overtime
rate unless the schedule is mutually altered.

E.    UNLESS NOTICE IS PROVIDED AS SET FORTH IN ARTICLE 7.I.E.,
Schedules shall not be altered for the purposes of preventing payment of
overtime. If mutually agreed, equivalent time off may be scheduled within
the work week. However, if scheduled outside the work week,
compensatory time shall be taken at time and one-half.

...
ARTICLE 10

I. When absent from work, the employee must make a reasonable effort to notify her/his supervisor of the reason at PRIOR TO the beginning of her/his shift. If the absence is to continue beyond the first day, the employee must notify the supervisor on a daily basis unless otherwise arranged and specifically approved by the supervisor. Failure to comply with this provision for three (3) consecutive work days is a voluntary termination.
TENTATIVE AGREEMENT WAS REACHED ON __________

[Signature]
Union Representative

Date
3/25/19

[Signature]
University Representative

Date
3/22/19

Article Article 11
Paragraph ____ Roman Numeral III.

LEAVES OF ABSENCE WITH PAY

III. Holiday(s)

A. Schedule –

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<thead>
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TENTATIVE AGREEMENT WAS REACHED ON ________

_________________________  3/25/19
Union Representative                  Date

_________________________  3/22/19
University Representative               Date

Article ______ Article 11
Paragraph ______ Roman Numeral V, A, & B.

V. Sickness and Disability Leave with Pay

A. Full-time employees accrue leave credits at the rate of four (4) hours for each two (2) weeks of service. Leave credits may be accumulated to a maximum of 1400 hours.

B. Usage

Sickness and Disability Leave with Pay may be used for the following purposes:

1. Personal illness or incapacity over which the employee has no reasonable control which prohibits the performance of the duties of the job. (For maternity leaves, see Appendix I.)

2. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

3. To complete appointments for medical or dental care when it is not practicable to arrange such appointments for non-duty hours.

4. An employee may use accrued sick leave credits not to exceed EIGHTY (80) sixty-four (64) hours in a fiscal year for the illness of a member of the immediate family (as defined under Article 11.VII.A.3 AND 4), or member of the household.

5. Accrued sick leave credits shall be used prior to receiving unpaid leave.
6. AS OTHERWISE CONSISTENT WITH THE TERMS OF THIS AGREEMENT, A LEAVE OF ABSENCE BECAUSE AN EMPLOYEE OR AN EMPLOYEE'S FAMILY MEMBER (AS DEFINED IN ARTICLE 11.VII.) IS A VICTIM OF DOMESTIC VIOLENCE OR SEXUAL ASSAULT SHALL BE PROVIDED AS SET FORTH IN THE MSU SUPPORT STAFF POLICY & PROCEDURE FOR SICK LEAVE.
VII. Funeral BEREAVEMENT Leave

Regular employees will receive funeral BEREAVEMENT leave with pay to make necessary arrangements when a death occurs in the immediate family.

A. Time Allowed

1. One (1) day funeral BEREAVEMENT leave in the case of the death of the employee's or spouse's uncle, aunt, nephew or niece, or member of the employee's household. For the purpose of this Article, "aunt" shall include the uncle's wife and "uncle" shall include the SPOUSE OF THE AUNT OR UNCLE aunt's-husband.

2. Up to two (2) additional days of accrued vacation, personal leave or compensatory time may be used in the case of the death of a member of the employee's household.


4. UP TO FOUR (4) DAYS BEREAVEMENT LEAVE IN THE CASE OF THE DEATH OF THE EMPLOYEE'S SPOUSE, OEI, CHILD, STEPCHILD, PARENT, STEPPARENT, OR PARENT-IN-LAW.

B. Other Funeral BEREAVEMENT Leave Provisions

1. Funeral BEREAVEMENT leave may be taken during the period including the day of death and the day following the funeral, but shall not exceed three (3) days THE TIME LIMITS SPECIFIED ABOVE.
2. Additional time, if required, may be granted in accordance with other leave policies.

3. UPON REASONABLE SUSPICION OF MISUSE OR ABUSE OF LEAVE, EMPLOYEES MAY BE REQUESTED TO PRODUCE REASONABLE EVIDENCE OF THEIR ELIGIBILITY FOR BEREAVEMENT LEAVE (FOR EXAMPLE, DEATH ANNOUNCEMENTS, DOCUMENTATION FROM A FUNERAL HOME AND/OR PROOF OF RELATIONSHIP).
TENTATIVE AGREEMENT WAS REACHED ON ________

[Signature] 3/25/19
Union Representative  Date

[Signature] 3/22/19
University Representative  Date

Article  Article 12

Paragraph  Roman Numeral I. B.

LEAVES OF ABSENCE WITHOUT PAY

I. Leaves of Absence Without Pay Exceeding 10 Days

...  

B. Usage

Eligible employees, with the approval of their supervisors and MSU Human Resources, may be authorized to take unpaid leave for up to a maximum of two (2) years for the following:

1. Sickness and disability.

2. Settlement of an estate.

3. Serious illness of a member of the employee's family as defined under the Funeral BEREAVEMENT Leave provisions of this Agreement.

4. Employees who become parents of or who adopt a child shall be entitled to parental or adoption leave of up to three (3) months to commence on or before the date of birth or the date of adoption as determined by the employee.

5. Child care when the employee is the parent or designated guardian.

a. Parent or guardian must provide evidence that the child needs special care.

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

c. Such special care would require absence from work.
6. Governmental service, if elected to a full-time term of office and if holding an elective office. Subsequent elections shall extend this leave.

7. Educational leave after two (2) years of employment. If requested by either party, grievances over this paragraph will be settled by expedited arbitration.

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

9. Extended vacation after five (5) years of employment.

10. Other reasons deemed appropriate by the Employer.
II. Returning from Leave of Absence Without Pay Exceeding 10 Days

A. Sickness and Disability

1. For sickness and disability leave of absence without pay, for a period of up to three (3) months, including any absence covered by sick or vacation leave, the employee's position shall not be considered as having been vacated and the employee shall be entitled to return to the position held at the commencement of the leave. However, in those departments which have additional positions in the same classification, performing the same or similar responsibilities, an employee returning from leave may be assigned to any of those positions which are vacant.

2. For a period in excess of three (3) months and up to a maximum of two (2) years, the employee shall have preference as defined in Article 17, Filling Vacant Positions, in filling her/his position or an equivalent position that is vacant or will become vacant.
TENTATIVE AGREEMENT WAS REACHED ON ________

[Signature]  
Union Representative

[Signature]  
University Representative

3/25/19  
Date

3/22/19  
Date

Article ______ Article 13

Paragraph ______ Benefit Plans

ARTICLE 13

BENEFIT PLANS

The following sections are for understanding and clarification of the plans offered. Individual policies, certificates or brochures are provided at the time of employment or enrollment. Additional copies and complete detailed information concerning the benefit and retirement plans may be obtained from MSU Human Resources. Written notice of proposed changes to retirement benefit programs will be provided to CTU.

The University will continue to offer health benefits coverage in accordance with the 2014—2018 MSU/Coalition Memorandum of Understanding for the term of this Agreement. 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 MEMORANDUM OF UNDERSTANDING.

...
TENTATIVE AGREEMENT WAS REACHED ON ________

Debra Betts
Union Representative

3/25/19
Date

[Signature]
University Representative

3/22/19
Date

Article Article 13

Paragraph Roman Numeral I.

I. Optional Plans

Participation in the following benefit plans is optional, and eligible employees are covered if written application for benefits ENROLLMENT takes place within 60 days of employment during a scheduled Open Enrollment. Employee premiums, if any, are taken by payroll deduction.

A. Health Care Coverage

Health care programs for the life of this Agreement are subject to the 2014 Memorandum of Understanding between Michigan State University and the MSU Coalition of Labor Organizations (MSU/Coalition Memorandum) separately ratified and signed by the Clerical-Technical Union of Michigan State University.

...
difference, if any, payable by the employee through payroll deduction.

b. Health Plan Contribution for Part-time Staff

(i.) Subject to the MSU/Coalition Memorandum, part-time staff will continue to receive a proportional University monthly contribution for health insurance based on the single, two-person or family premium for the base plan, and the employee will pay the remaining premium through payroll deduction.

(ii.) Employees who are employed by the University by 6/30/98, and who are or become part-time, will be eligible to apply for a special dispensation to the University part-time contribution, as defined in the MSU/Coalition Memorandum.

(iii.) To qualify and apply for the hardship University part-time contribution, part-time employees are to submit justification satisfactory to MSU Human Resources. An employee who falsifies any information will be responsible for making the University whole for its health-care expenditures on her/his behalf.

B. Employee-Paid Life Plan

1. If coverage is desired, the University will make available to employees an Employee-Paid Life Plan. The plan is entirely funded from employee premiums and rates are subject to future group experience. The plan is decreasing term coverage with no cash or loan value. Employees may select coverage up to EIGHT TIMES THEIR ANNUAL SALARY TO A MAXIMUM OF $2,000,000. Benefits may also be selected for eligible dependents.

2. Participation in the program is optional. However, if enrollment does not take place within sixty (60) THIRTY (30) days of employment, the employee forfeits the right to participate at a later time without submitting satisfactory evidence of insurability.

C. Accidental Death and Dismemberment (AD&D)

1. If coverage is desired, employees must enroll for Accidental Death and Dismemberment coverage within sixty (60) THIRTY (30) days of their employment date or during a scheduled Open Enrollment.

2. Coverage may be selected for the employee and the family if desired.
Dental Care Coverage

1. A dental plan will be provided to all regular full-time employees and part-time employees on a proportional basis (see Article 2, Section VIII).

2. 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.

3. The dental program benefits will be provided consistent with the carrier's conditions and procedures.

4. Regular employees will have the option to select the managed dental care plan currently being offered. Information concerning the plan will be available through MSU Human Resources. Effective January 1, 2016, Employees choosing this plan shall pay any premium cost greater than the premium cost of the plan described above.
TENTATIVE AGREEMENT WAS REACHED ON ________

3/25/19
Date

3/22/19
Date

Article 13

Paragraph Roman Numeral III.

III. Break in Service

A. Leave of Absence with Pay

If the employee's pay is being continued by the use of sick leave or vacation time, the normal premiums will continue to be deducted and the Employer will make its normal contribution toward the cost of health care coverage, dental insurance, and retirement.

B. Leave of Absence Without Pay

An employee granted an approved leave of absence without pay may continue in force all of the optional benefit plans by making the full contribution. Coverage may be continued by making cash payments for as long as the approved leave lasts. Payments for benefits to be kept in force should be made directly to Michigan State University and sent to MSU Human Resources no later than the first day of the month for which the payment is due. If benefits are not maintained, it will be necessary for the employee to contact MSU Human Resources within 30 days of return to active status to re-enroll in lapsed coverages or wait for an Open Enrollment period before coverages can be reinstated. Contributions to retirement plans are suspended during the period of leave.

C. Layoff

1. While the employee is on layoff and collecting unemployment compensation, the THE Employer will make its normal contribution toward the cost of the health care and dental coverage to the end of the month of separation due to layoff THROUGH THE END OF THE MONTH OF THE EFFECTIVE DATE OF THE LAYOFF.
2. While on layoff, the employee may maintain the optional benefits by paying the full premium costs.
ARTICLE 16

II. MSU 403(b) Base Retirement Program
   C. Vendor and Investment Options

   Information regarding the agreed upon investment vendor(s) is available through
   MSU Human Resources and on the Benefits website. Employees may select an
   investment vendor to manage contributions.

   ...

III. MSU 403(b) Supplemental Retirement Program
   C. Vendor and Investment Options

   Information regarding the agreed upon investment vendor(s) is available through
   MSU Human Resources and on the Benefits website. Employees may select an
   investment vendor to manage contributions.

   ...

V. Other Retirement Information

   E. Effective July 1, 2015, for benefits eligible employees hired 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 existing 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 of service the University's contribution increases to 0.75% (three-quarter percent) of retirement eligible earnings.

1. 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 ONLINE. [http://www.hr.msu.edu/benefits/retirement/Retirement_Enrollment_Guide.pdf](http://www.hr.msu.edu/benefits/retirement/Retirement_Enrollment_Guide.pdf).

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

3. The method used to calculate the one hundred twenty (120) vesting service months shall mirror the method used to determine vacation service months.
FILLING VACANT POSITIONS

I. General

A. The University agrees to the principle of career development of its employees and will, in good faith, encourage career concepts of employment.

B. Existing or newly created positions shall be filled under normal circumstances, by transfer or by promotion, provided that qualified and interested employees are available and they apply before the stipulated closing date of the position vacancy notice.

1. An employee with less than two (2) years of University service shall be eligible for interdepartmental transfers or promotions upon completion of six (6) months in her/his current position. This provision shall not apply to individuals placed in their current position pursuant to the bypass and/or bumping provisions of this Agreement.

2. An employee with two (2) or more years of University service shall be eligible for interdepartmental transfers or promotions upon completion of three (3) months in her/his current position. This provision shall not apply to individuals placed in their current position pursuant to the bypass and/or bumping provisions of this Agreement.

3. A confidential employee with at least six (6) months of University seniority shall be eligible for transfers or promotions based upon her/his University seniority.

4. A University employee (who has completed probation in the bargaining unit) returning within twelve (12) months of her/his appointment outside
the bargaining unit shall be eligible for transfers or promotions based upon her/his University seniority date.

5. An employee having University service less than the required number of months in her/his current position shall be eligible for intra-departmental transfer or promotion if there are fewer than four (4) applicants on the initial interview list.

SUBJECT TO THE PROVISIONS ABOVE, AN EMPLOYEE SHALL NOT BE PROHIBITED FROM APPLYING FOR AN AVAILABLE POSITION AS AN EXTERNAL APPLICANT.

II. Procedure

A. Vacancies of positions level 5 or above within the bargaining unit expected to last in excess of 520 hours SIX (6) MONTHS will be posted for no less than five (5) working days except under the following conditions of preselection:

1. A bargaining unit member having sufficient years of service as specified below and who is agreeable to preselection for a position at a higher grade level may be eligible for certification to such a position upon proper application by the employing department.

<table>
<thead>
<tr>
<th>Minimum Employee Service</th>
<th>Eligible for Preselection into Grade Levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 months</td>
<td>5, 6</td>
</tr>
<tr>
<td>18 months</td>
<td>7, 8</td>
</tr>
<tr>
<td>24 months</td>
<td>9 and above</td>
</tr>
</tbody>
</table>

2. The preselection form shall include the classification, title, department, name and seniority date of the pre-selected candidate. Upon approval by MSU Human Resources, the position shall be exempt from posting. The Union shall be notified of such an appointment three (3) working days prior to implementation.

B. All posted positions shall clearly state the requirements to be used for selection purposes and the name of the department. A copy of the posting shall be made available to the Union under current on-line procedures or such alternate procedures as are mutually agreed upon.

C. Employees interested in a specific posting must notify MSU Human Resources of their interest by submitting the appropriate information requested to the Human Resources website at http://www.hr.msu.edu/ before the closing date of the Position Vacancy Notice.

III. Interviews

A. Where available, four (4) applicants from the department meeting the posted qualifications and having the greatest University seniority and, where available, eight (8) UP TO TWELVE (12) applicants from the University at large meeting
the posted qualifications and having the greatest University seniority shall constitute the initial interview list.

1. Candidates on an initial interview list who:

   a. Withdraw from consideration prior to being interviewed,

   b. Fill a different vacancy after applying for the vacancy in question, or

   c. Decline a good faith offer to fill the vacancy

   may be replaced on the initial interview list on a one-for-one basis. REPLACEMENT APPLICANTS ADDED UNDER THIS PARAGRAPH MAY BE OTHER EMPLOYEES.

2. If the initial interview list is four (4) or more, the Employer shall be permitted to add one other applicant for each posted vacancy. If there are fewer than four (4) applicants, other applicants may be added to the interview list to bring the total number to four (4). ADDITIONAL APPLICANTS ADDED UNDER THIS PARAGRAPH MAY BE OTHER EMPLOYEES OR EXTERNAL APPLICANTS.

3. CANDIDATES ON AN INTERVIEW LIST WHO:

   a. WITHDRAW FROM CONSIDERATION AFTER BEING INTERVIEWED,

   b. FILL A DIFFERENT VACANCY AFTER APPLYING FOR THE VACANCY IN QUESTION, OR

   c. DECLINE A GOOD FAITH OFFER TO FILL THE VACANCY

   MAY BE REPLACED ON THE INTERVIEW LIST ON A ONE-FOR-ONE BASIS. REPLACEMENT APPLICANTS ADDED UNDER THIS PARAGRAPH MAY BE OTHER EMPLOYEES OR EXTERNAL APPLICANTS.

B. The employee with the highest seniority shall be interviewed first, to the extent practicable, and if selected, further interviewing shall be unnecessary. This process shall be followed until a selection is made or written reasons for non-selection institute the next step in the procedure.

THE EMPLOYEES MAKING UP THE INITIAL INTERVIEW LIST WHO HAVE NOT WITHDRAWN SHALL BE INTERVIEWED BEFORE ANY EXTERNAL CANDIDATE IS INTERVIEWED. EMPLOYEES MAKING UP THE INITIAL LIST WHO HAVE NOT WITHDRAWN MAY BE INTERVIEWED IN ANY ORDER AND THE EMPLOYER MAY MAKE A SELECTION AT ANY TIME AND WITHOUT INTERVIEWING ALL EMPLOYEES ON THE INITIAL LIST.
C. The initial interview list, AS AMENDED BY III.A.1, III.A.2, OR III.A.3. ABOVE IF APPLICABLE, shall consist of no more names than herein provided and will be exhausted in accordance with the provisions of Article 17, III A and B before a second interview list is submitted.

D. If no selection is made from these employees, written reasons for non-selection are to be submitted to MSU Human Resources by the department administrator.

E. If the reasons for non-selection are acceptable to MSU Human Resources, additional employees shall be referred for interview from those qualified and applying for the position, and the written reasons shall be shared with the affected employee(s) and the Union.

F. If no selection is made from the employee(s) referred in E above, written reasons for non-selection are to be submitted to MSU Human Resources by the department administrator.

G. This procedure is to be followed until all eligible employees who have applied have been interviewed.

H. A selection may be made without completing all the interviews if those more senior than the selected candidate have been interviewed.

I. An employee shall be placed on the initial interview list for no more than five (5) vacancies per posting and shall prioritize the vacancies for which she/he wishes to be considered in that posting.

J. If an employee is not selected by the above procedure, outside applicants whose credentials meet the posted qualifications shall be referred for consideration.

IV. Other Provisions

A. If a vacancy has been posted, it may be withdrawn and reposted if the classification or requirements of the position are changed. If a vacancy has been posted and withdrawn and the classification and requirements are unchanged, the names originally submitted for the filling of the vacancy shall be resubmitted if the vacancy is reposted within 120 days of the original posting. If any of the employees are no longer interested or available for the position, the list may be supplemented under the outlined procedures so that the total names submitted are consistent with the defined procedure. If the vacancy is reposted after 120 days of the original posting, it will be considered a new posting.

B. An employee will be given reasonable "time off" from her/his job for the purpose of interviewing for another University position and/or taking qualifying examinations, if such arrangements are made in advance with her/his supervisor(s). It shall be understood that the department considering an employee for transfer or promotion may contact the employee's current department for an evaluation of the employee's performance in her/his current position.
C. Where special physical requirements pertain to a position to be filled, the Employer may request that the applicant take a fitness-for-duty examination, the results of which are approved by the University Physician.

D. Employees who have applied for the position but were not selected shall be notified of their non-selection by MSU Human Resources under current on-line procedures or such alternate procedures as are mutually agreed upon.

E. A position upgraded by reclassification shall be considered a vacancy subject to all the provisions above unless the incumbent is qualified and has performed the duties, based on which the position was reclassified, for a minimum of 256 working hours and is not serving a probationary or trial period. In that case, the incumbent shall be retained in the reclassified position.

F. Employees receiving less than satisfactory performance evaluations, written reprimands and/or suspensions may be restricted from applying for vacant positions by MSU Human Resources, provided that the employee and the Union shall be notified whenever MSU Human Resources elects to invoke this restriction.

V. Conditions for Bypassing the Procedure

A. The procedure for filling a vacancy shall be bypassed for persons holding the following priority status and meeting the requirements for the position AND WHO IS CAPABLE OF PERFORMING THE DUTIES OF THE POSITION:

1. Employees who at their own or the Employer's discretion terminate a trial period prior to the conclusion of 256 working hours 520 WORKING HOURS shall have preference for any vacancy at their former grade levels or at the discretion of the Employer at their current grade levels and as provided under the trial period section below.

2. Employees on leave drawing Workers' Compensation benefits for any position at their former or lower compensation grade levels, the duties of which they are able to perform, provided that during their absence they did not become subject to layoff.

3. Employees returning from an approved sick or disability leave of absence without pay provided that during their absence they did not become subject to layoff.

4. Employees eligible for recall from layoff or to prevent the imminent layoff from another position.

5. Employees returning from approved personal leaves without pay provided that during their absence they did not become subject to layoff.

6. Employees whose positions are changed from full-time to part-time. In the event of the need for reduction in hours in a department, the department shall honor the principle of seniority in determining which employee(s)
within the affected classification(s) will be subject to the hours reduction, provided the employee(s) can perform the work.

B. Employees shall not be required to accept a bypass 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 at Detroit Medical Center, College of Osteopathic Medicine at Macomb University Center, or the City of Lansing/East Lansing Campus). Should a bypass opportunity at another represented work location be offered and rejected by the employee, no further bypass opportunity at another represented work location shall be offered for that represented work location during the remaining recall period.

C. Employees promoted out to a position in another bargaining unit and returning before the end of the probationary period may be bypassed to a vacant CT position.

D. A position reclassified from another bargaining unit will be permitted to be placed into the CT bargaining unit, along with any incumbent, if the incumbent has been in the position at least two years or longer.

E. **MSU HUMAN RESOURCES SHALL MEET WITH THE UNION WITHIN FIVE (5) WORKING DAYS OF THE UNION’S REQUEST REGARDING AN EMPLOYEE ELIGIBLE FOR BYPASS TO DISCUSS PLACEMENT OPTIONS AVAILABLE TO THE EMPLOYEE UNDER THE TERMS OF THIS AGREEMENT. ABSENT MUTUAL AGREEMENT, ANY ONE EMPLOYEE SHALL ONLY BE THE SUBJECT OF ONE MEETING.**

VI. Trial Period

A. An employee promoted, demoted or transferred shall begin a trial period consisting of 256 working hours.

B. Prior to the expiration of this period, the employee at her/his discretion, or at the discretion of the Employer, may be returned to her/his former position, if the position is vacant.

C. When a trial period is terminated and if the employee's former position is not vacant, the University will, within ten (10) working days, place the employee in a vacant position for which she/he is qualified at the employee's former grade level or current grade level at the discretion of the Employer. The employee shall be interviewed by MSU Human Resources prior to a decision in regard to assigning the employee in a vacant position.

D. If no vacancy exists, the employee shall be entitled to her/his former position.

E. If the employee's former position has been eliminated, this shall be considered a reduction in the work force in the department from which the employee promoted or transferred, and she/he shall be subject to the provisions of Article 18.

VII. Requalification Period
A bypassed employee returning from unpaid leave or from layoff shall begin a 266 520 working hours requalification period. The requalification period may be terminated at the discretion of the employee or by the Employer for failure to meet reasonable expectations. Failure to complete the requalification period will return the employee to her/his former status of unpaid leave or layoff and eligibility for bypass. Termination of a second requalification period will return the employee to her/his former status of unpaid leave or layoff, making her/him subject to the normal selection procedures. **THE EMPLOYER SHALL PROVIDE AN OPPORTUNITY FOR REASONABLE JOB ORIENTATION/TRAINING TO ENABLE AN EMPLOYEE TO MEET EXPECTATIONS IN THE POSITION DURING THE REQUALIFICATION PERIOD.**

VIII. Access and Review of Procedure

Records pertaining to the filling of a vacant position shall be retained for at least twenty (20) working days following notice of those interviewed or the starting date of the selected employee. Except for records containing personal data of other employees, individuals who were actually interviewed for a position and/or a representative of the Union may review the records at a time and place mutually agreeable to the employee, the Union, and MSU Human Resources.
Positions becoming available shall be offered to employees under preference established in Article 17.V.D A.4., Filling Vacant Positions, and employees laid off shall be recalled in order of greatest seniority as defined in Article 20, providing they are capable of performing the work DUTIES OF THE POSITION. Employees laid off shall also have the right to accept a recall to a position at a lower level if they are capable of performing the duties of the position.

1. Notice of recall shall be sent to the laid-off employee at her/his last address of record as recorded in the Employee's Official Personnel Folder by registered or certified mail, return receipt requested.

2. Positions to be filled shall be offered to laid-off employees who are qualified. An employee so notified must indicate her/his acceptance of recall within five (5) working days after receipt of notification from the Employer. The employee must report to work within eleven (11) working days after receipt of the notice.

3. Failure to receive recall notice within fourteen (14) calendar days from the date of mailing or return of recall notice as undeliverable, whichever is later, will result in termination.
IV. Limited-term Employees

...  

J. The University shall be limited to no more than 450 200 limited-term positions at any given time.
TENTATIVE AGREEMENT WAS REACHED ON

Debra Bittner
Union Representative

3/25/19
Date

Richard姚明
University Representative

7/22/19
Date

Article Article 18

Paragraph Roman Numeral V., E.

V. Other Provisions

E. Employees while on layoff status will be permitted to fill temporary and/or on-call assignments on the following basis:

1. The employee must notify MSU Human Resources and/or Office Services that she/he is willing and available for part-time.

2. MSU Human Resources and/or Office Services will attempt to facilitate the placement of the employee in available assignments.

3. Work in a temporary or on-call assignment will not be considered a return from layoff status and the employee will be considered to remain on layoff status.

4. Time worked in a benefit eligible temporary assignment that is expected to last in excess of thirty (30) days shall result in the earning of service credit, benefits and seniority.

5. Time worked in an on-call assignment shall not result in the earning of service credit, benefits or seniority.

6. At the conclusion of the temporary or on-call assignment the employee will continue on layoff status in accordance with Article 18.
WORKERS’ COMPENSATION

IV. Persons on leave drawing Workers’ Compensation benefits shall, for a period of six months, be entitled to their position upon return, provided they are physically able to perform the duties of their position. If they are physically unable to perform the duties of this position for the period they are drawing Workers’ Compensation benefits and have not retired, they shall have priority (Article 17.V.B A.2., Filling Vacant Positions) on any position at their current or lower compensation grade level, the duties of which they are able to perform.
TENTATIVE AGREEMENT WAS REACHED ON _____

[Signature]
Union Representative

[Signature]
University Representative

3/25/19
Date

3/22/19
Date

Article Article 21

Paragraph Roman Numerals III. and IV.

ARTICLE 21

OFFICIAL PERSONNEL FOLDER(S)

Each employee shall have the right, upon request, to examine the content of her/his own Official Personnel Folder(s), the only exclusion being confidential pre-employment credentials of an evaluative nature.

III. **Upon EXCEPT AS PROVIDED IN SECTION IV BELOW, 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 Folder(s), if the employee's performance has been satisfactory within the past eighteen (18) months. This section may not be used to remove performance evaluations from the Official Personnel Folder(s).

IV. **UPON AN EMPLOYEE'S WRITTEN REQUEST TO MSU HUMAN RESOURCES, ANY RECORDS OF DISCIPLINARY ACTION ARISING FROM VIOLATIONS OF THE UNIVERSITY POLICY ON RELATIONSHIP VIOLENCE AND SEXUAL MISCONDUCT (RVSM) AND/OR THE ANTI-DISCRIMINATION POLICY WHICH OCCURRED MORE THAN FOUR (4) YEARS PRIOR TO THE REQUEST SHALL BE REMOVED FROM THE OFFICIAL PERSONNEL FOLDER(S) IF THE EMPLOYEE HAS NO VIOLATIONS OF THE RVSM AND/OR ANTI-DISCRIMINATION POLICIES WITHIN THE PAST FOUR (4) YEARS. THIS SECTION MAY NOT BE USED TO REMOVE PERFORMANCE EVALUATIONS FROM THE OFFICIAL PERSONNEL FOLDER(S).**

DISCIPLINARY ACTIONS ARISING OUT OF CONDUCT INVESTIGATED UNDER THE RVSM AND/OR ANTI-DISCRIMINATION POLICIES BUT WHICH DO NOT VIOLATE THOSE POLICIES SHALL NOT BE SUBJECT TO THIS PARAGRAPH.
THIS SECTION SHALL ONLY APPLY TO RECORDS OF DISCIPLINARY ACTION WHICH WERE ISSUED ON OR AFTER APRIL 1, 2019. IF THE APA, APSA, OR CCLP OBTAIN MORE FAVORABLE LANGUAGE ON THIS ISSUE, THE EMPLOYER AND THE UNION WILL BARGAIN OVER THAT MORE FAVORABLE LANGUAGE.
ARTICLE 24

COMMUNICATIONS

V. 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. provide each employee in the bargaining unit with one (1) copy of the Agreement. The Employer shall provide the Union with 100 copies of the Agreement. Each newly hired employee in the bargaining unit shall be given a copy of the Agreement.

VIII. The University agrees to provide the Union with four (4) campus restricted PHONE centrex lines. One (1) line shall be paid for by the University and three (3) lines shall be paid for by the Union.

...
TENTATIVE AGREEMENT WAS REACHED ON ____

Debra Bettnar  
Union Representative  
3/25/19  
Date

University Representative  
3/22/19  
Date

Article Article 28
Paragraph Roman Numerals I. – IV.

ARTICLE 28

RIGHTS OF THE EMPLOYER

I. Except as specifically abridged, delegated, granted, or modified by terms of this contract, the Employer shall retain all rights to exercise customary and regular functions, duties, and responsibilities of management, including, but not limited to, the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, lay off employees, and for just cause to discipline and discharge employees and otherwise maintain an orderly, effective and efficient operation, 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 PURCHASE SERVICES FROM OTHERS; AND

E. TO DETERMINE THE AMOUNT AND TYPE OF SUPERVISION;
II. Further, the Employer retains supervision of all operations, methods, processes, means and personnel by which work will be performed and the right to determine and change the work to be done and the standards to be met by employees. 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. It is further understood that management shall not use its right to unfairly and illegally discriminate against an employee, group of employees, or the Union.

III. In addition, the Employer shall have the right to make reasonable rules and regulations and change such rules and regulations as it may from time to time deem necessary and which are not in violation of this Agreement. If after publication and transmittal to the Union of rules and regulations, the Union has not processed a grievance alleging unreasonableness within ten (10) working days, the rules and regulations shall no longer be grievable. Thereafter, grievances related to rules and regulations shall be limited to their enforcement and penalties therefrom.

ARTICLE 32

Without detracting from the existing rights and obligations recognized in other provisions of this Agreement, the Employer and the Union agree to referring and encouraging employees having social-emotional afflictions to participate in a coordinated program directed to objectives of employee assistance. Upon request, employees shall be provided management released time to attend up to three (3) FOUR (4) Employee Assistance Program appointments annually.
ARTICLE 33

FLEXIBLE APPOINTMENTS

IX. Once approved, a flexible position shall maintain that designation until the department administrator submits a request, which must be approved by MSU Human Resources, that the position be designated otherwise, provided the Union is notified.

The conversion of a filled, flexible position to a full-time position, shall not take effect until a date not less than three (3) months after the conversion is approved, absent the assent of the incumbent.

A FLEXIBLE APPOINTMENT MAY BE MODIFIED IN ACCORDANCE WITH THIS PARAGRAPH.

XV. A flexible appointee is required to signify her/his voluntary concurrence with the appointment AND/OR MODIFICATION and the position’s period(s) of unpaid leave. At the time when this form is presented, the employee shall be advised in writing of the length of time of the unpaid flex-leave, and the time or times when the unpaid flex-leave will be taken.
TENTATIVE AGREEMENT WAS REACHED ON ________________

Debra J. Bittner
Union Representative

Date 3/25/19

University Representative

Date 3/22/19

Article: LOA – Dues Revocation

LETTER OF AGREEMENT

BETWEEN

MICHIGAN STATE UNIVERSITY,

THE EMPLOYER,

AND

CLERICAL-TECHNICAL UNION OF MSU,

THE UNION.

An Employee may revoke her/his voluntary checkoff authorization at any time by submitting notice on a mutually agreed upon authorized form to the Employer’s Payroll Office and Union via US certified mail. Such forms shall be processed within thirty (30) days of receipt.

At such time as binding legal precedent establishes that window periods, annual revocations or other similar conditions are permissible in the State of Michigan, the Employer will agree to reopen the contract to negotiate over this issue, with the expectation that any modification would provide an orderly transition.

FOR THE UNIVERSITY

______________________________
RICHARD W. FANNING, JR.
DIRECTOR, EMPLOYEE RELATIONS

DATE

FOR THE UNION

______________________________
DEBRA J. BITTNER
PRESIDENT, CTU OF MSU

DATE

Page 1 of 1

MSU is an affirmative-action, equal-opportunity employer.
TENTATIVE AGREEMENT WAS REACHED ON

Debra J. Bittner
Union Representative

3/25/19
Date

University Representative

3/22/19
Date

Article: LOA – Paid Time Off Donation Bank

LETTER OF AGREEMENT

BETWEEN

MICHIGAN STATE UNIVERSITY,

THE EMPLOYER,

AND

CLERICAL-TECHNICAL UNION OF MSU,

THE UNION.

THE UNION AND THE EMPLOYER AGREE TO MEET DURING THE TERM OF THIS AGREEMENT FOR PURPOSES OF RESEARCH AND DISCUSSION OF A PAID TIME OFF DONATION BANK POLICY.

FOR THE UNIVERSITY

Richard W. Fanning, Jr.
Director, Employee Relations

DATE

FOR THE UNION

Debra J. Bittner
President, CTU of MSU

DATE
TENTATIVE AGREEMENT WAS REACHED ON ____________________________

Debra J. Bittner
Union Representative

3/25/19
Date

University Representative

3/21/19
Date

Article: __ LOA – Pool Posting

LETTER OF AGREEMENT

BETWEEN

MICHIGAN STATE UNIVERSITY,

THE EMPLOYER,

AND

CLERICAL–TECHNICAL UNION OF MSU,

THE UNION.

UPON REQUEST FROM THE UNIVERSITY, THE UNION AGREES TO NEGOTIATE OVER THE USE OF "POOL POSTINGS" DURING THE TIME THE 2019-2023 CONTRACT IS IN EFFECT. A POOL POSTING IS A POSTING THAT WILL HAVE MULTIPLE OPENINGS BEHIND A SINGLE MAIN POSTED ADVERTISEMENT FOR A VACANCY. THE EMPLOYER AND UNION AGREE THAT THE PARTIES WILL NOT BARGAIN TO IMPASSE OR SEEK UNILATERALLY TO IMPLEMENT MODIFICATIONS TO THE CONTRACT IN CONNECTION WITH THIS LETTER OF AGREEMENT.

FOR THE UNIVERSITY

RICHARD W. FANNING, JR.
DIRECTOR, EMPLOYEE RELATIONS

FOR THE UNION

DEBRA J. BITTNER
PRESIDENT, CTU OF MSU

DATE

DATE

HUMAN RESOURCES
Employee Relations
Michigan State University
Nabet Building
1407 S Harrison, Suite 250
East Lansing, Michigan
48823-5239
517/353-5510
FAX: 517/353-3523
www.hr.msu.edu

Page 1 of 1

MSU is an affirmative-action, equal-opportunity employer.
TENTATIVE AGREEMENT WAS REACHED ON ________________

Debra Bittner
Union Representative

3/25/19
Date

University Representative

3/22/19
Date

Article: LOA – Position Description

LETTER OF AGREEMENT

BETWEEN

MICHIGAN STATE UNIVERSITY,

THE EMPLOYER,

AND

CLERICAL–TECHNICAL UNION OF MSU,

THE UNION.

The Union and the Employer agree to meet over the next two (2) years OVER THE LENGTH OF THE CONTRACT to review current, revised, and newly established position descriptions as they relate to Fair Labor Standards Act (FLSA) exempt and non-exempt provisions.

FOR THE UNIVERSITY

__________________________
RICHARD W. FANNING, JR.
DIRECTOR, EMPLOYEE RELATIONS

DATE

FOR THE UNION

__________________________
DEBRA J. BITTNER
PRESIDENT, CTU OF MSU

DATE
Letter of Agreement

Between

Michigan State University, the Employer

And

Clerical-Technical Union of MSU, the Union

Re: MSU College of Law

After discussions between the parties, Letter of Agreement was reached between the Clerical-Technical Union (at times referred to as “Union”) and Michigan State University (at times referred to as “Employer” or “University”):

The parties recognize that the MSU Board of Trustees has voted to integrate the MSU College of Law into the University. The parties agree that positions at the MSU College of Law that fit the terms of the union’s recognition shall be added to the bargaining unit. The Union and the University agree to meet and negotiate over the addition of those positions to the bargaining unit during the life of the 2019-2023 collective bargaining agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Agreement on March 21, 2019.

FOR THE EMPLOYER

[Signature]
Richard W. Fanning, Jr., Director
Office of Employee Relations

Date: 3/26/19

FOR THE UNION

[Signature]
Debra J. Bittner, President
Clerical-Technical Union

Date: 3/25/19