

**CTU of MSU and MSU 2019 TENTATIVE AGREEMENT  
RATIFIED BY THE MEMBERS OF CLERICAL-TECHNICAL UNION OF MSU  
MARCH 29, 2019**

This document shows the changes members ratified as of March 29, 2019 that will appear in the new April 1, 2019–March 31, 2023 Collective Bargaining Agreement between MSU and the Clerical-Technical Union of MSU. When we have all the signatures, the new agreement will be compiled, proofed, and made available. Until that time, you should refer to both this TA and the 2015-2019 Contract, which are available on our website <http://www.ctumsu.org/> under “Contracts.”

Please note that new language in this Tentative Agreement (TA) is written in all **CAPS and BOLD**;  
and any language to be removed has a strike-through.

After identifying the article in which a change has been made, we have noted the page number from the 2015-2019 Contract to aid in locating it and listed as much of the section as relevant.

Direct questions to the CTU office at 355-1903 or anyone from the CTU Bargaining Team.

**ARTICLE 1 - AGREEMENT [page 2]**

- 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.

**ARTICLE 5 - PROBATIONARY AND TEMPORARY EMPLOYEES [pages 7-8]**

- 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.

## ARTICLE 7 - WORKING HOURS [page 10]

### 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.**

### 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 - COMPENSATION SCHEDULE [pages 10-12]

### II. Rate Schedule- **UPDATED**

Effective April 1, ~~2015~~ 2019

<u>Grade Level</u>	<u>Minimum</u>	<u>Progression Maximum</u>
3	11.93	14.91
4	12.61	15.74
5	13.42	16.78
6	14.50	18.11
7	15.65	19.53
8	16.90	21.09
9	18.25	22.81
10	19.72	24.63
11	21.29	26.55
12	23.00	28.71
13	24.80	31.01

### 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.**

### 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.

## ARTICLE 9 - OVERTIME [page 12]

I. General Provisions

- D. **UNLESS NOTICE IS PROVIDED AS SET FORTH IN ARTICLE 7.I.E.**, an 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 workweek. However, if scheduled outside the work week, compensatory time shall be taken at time and one-half.

## ARTICLE 10 - ABSENCES [page 13]

- 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.

## ARTICLE 11 - LEAVES OF ABSENCE WITH PAY [pages 16 - 20]

III. Holiday(s) **NEW HOLIDAY SCHEDULE**

A. Schedule –

April 2019 – March 2020		April 2020 – March 2021	
Memorial Day	May 27	Memorial Day	May 25
Independence Day	July 4	Independence Day	July 3
Labor Day	September 2	Labor Day	September 7
Thanksgiving	November 28	Thanksgiving	November 26
Thanksgiving	November 29	Thanksgiving	November 27
Christmas	December 24	Christmas	December 24
Christmas	December 25	Christmas	December 25
New Year's	December 31	New Year's	December 31
New Year's	January 1	New Year's	January 1

April 2021 – March 2022		April 2022 – March 2023	
Memorial Day	May 31	Memorial Day	May 30
Independence Day	July 5	Independence Day	July 4
Labor Day	September 6	Labor Day	September 5
Thanksgiving	November 25	Thanksgiving	November 24
Thanksgiving	November 26	Thanksgiving	November 25
Christmas	December 24	Christmas	December 23
Christmas	December 27	Christmas	December 26
New Year's	December 31	New Year's	December 30
New Year's	January 3	New Year's	January 2

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 ~~1200~~ **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.
3. Up to three (3) days ~~funeral~~ **BEREAVEMENT** leave in the case of the death of **THE EMPLOYEE'S** ~~parent, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law,~~ daughter-in-law, son-in-law, grandparent, **GREAT-GRANDPARENT**, grandparent-in-law, grandchild, half-brother, half-sister, ~~stepparent,~~ stepbrother, stepsister, step-grandparent, or step-grandchild.
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).**

## ARTICLE 12 - LEAVES OF ABSENCE WITHOUT PAY [page 20]

### 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:

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

### 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.

## ARTICLE 13 - BENEFIT PLANS [pages 23 - 27]

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~~ **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.**

### 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~~ **30** 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~~ **2018** 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.

#### 2. Base and Optional Programs

- a. 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 (in accordance with the conditions for part-time employees set forth below). 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.

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.

II. Automatic Benefits

D. Dental Care Coverage

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.

III. Break in Service

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 - RETIREMENT BENEFIT PROGRAMS [pages 34 - 37]**

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).

## **ARTICLE 17 - FILLING VACANT POSITIONS [pages 38 - 43]**

I. General

- 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:
  - 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 vacancymay 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.

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~~ **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.

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.**

VII. Requalification Period

A bypassed employee returning from unpaid leave or from layoff shall begin a ~~256~~ **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.**

## ARTICLE 18 - LAYOFFS [pages 44 - 47]

### II. Procedures

- F. Positions becoming available shall be offered to employees under preference established in Article 17.V.~~DA.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.

### IV. Limited-term Employees

- J. The University shall be limited to no more than ~~150~~ **200** limited-term positions at any given time.

### 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.

## ARTICLE 19 - WORKERS' COMPENSATION [page 48-50]

- 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.~~BA.2.~~, Filling Vacant Positions) on any position at their current or lower compensation grade level, the duties of which they are able to perform.

## ARTICLE 21 - OFFICIAL PERSONNEL FOLDER(S) [page 49]

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 [page 56]**

- 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 ~~centrex~~ **PHONE** lines. One (1) line shall be paid for by the University and three (3) lines shall be paid for by the Union.

## **ARTICLE 28 - RIGHTS OF THE EMPLOYER [page 61]**

- 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.

- IV. **THE EMPLOYER AND THE UNION EXPRESSLY AGREE THAT, EXCEPT AS ABRIDGED BY THIS AGREEMENT, ALL POWERS, RIGHTS, AND AUTHORITY OF THE EMPLOYER ARE RESERVED BY THE EMPLOYER, AND THAT THE EMPLOYER RETAINS SOLE AND EXCLUSIVE CONTROL OVER ANY AND ALL MATTERS CONCERNING THE OPERATION, MANAGEMENT, AND ADMINISTRATION OF THE UNIVERSITY.**

## **ARTICLE 32 - EMPLOYEE ASSISTANCE PROGRAMS [page 63]**

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 [page 63 - 64]**

- 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.

## **We also agreed to the following Letters of Agreement:**

**RENEW** WKAR & MLK Day Encouragement (**pages 72 & 73**)

**MODIFICATION (page 74)**

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 ~~certified~~ **US** mail. Such forms shall be processed within thirty (30) days of receipt.

**ELIMINATE** (**pages 75, 77, & 78**) **obsolete**

**MODIFICATION (page 76)**

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.

**NEW** **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.**

**NEW** **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.**