

CTU of MSU and MSU 2023 TENTATIVE AGREEMENT

The following document shows all the proposed changes for the new contract.
A full summary list is on the last page.

Please note that new language is written in all CAPS and BOLD;
and any language to be removed has a strike-through.

After identifying the article in which the change has been made, we have noted the page number from the current contract to aid in locating it and listed as much of the section as relevant. Formatting will be completed in the final draft so do not be concerned with spacing, layout, lettering, etc.

If you have questions, please contact the CTU office at 355-1903 or anyone from the CTU Bargaining Team. The current contract (April 1, 2019 – March 31, 2023) can be viewed online at www.ctumsu.org.

Article 1, Paragraph 1 {page 2}

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, 2019~~ **APRIL 1, 2023** until and including ~~March 31, 2023~~ **MARCH 31, 2027**, with respect to all provisions of this Agreement except as specifically noted.

Article 2, Section X {page 5}

DEFINITION OF TERMS

X. Full-Time Equivalent (FTE) Service Months

- E. Employees **WHOSE MOST RECENT HIRE DATE IS** hired before July 1, 2010 and meeting **MEETS** the minimum retirement requirements will remain eligible to maintain group hospitalization and dental insurance and receive the Employer's proportional contribution.

Article 3, Paragraph II {pages 6 - 7}

RECOGNITION

- II. The bargaining unit consists of all regular clerical and technical employees of Michigan State University whether salaried or hourly paid but excluding those clerical and technical employees who are regularly employed less than one-half (½) time or temporarily employed less than one-half (½) time or less than ~~420 days~~ **SIX MONTHS** or designated as assigned off-campus outside of the city limits of Lansing and East Lansing, also employees classified as administrative professional or health professionals, employees in recognized union or Association units, student employees, confidential employees, supervisory and executive employees, and all other hourly paid and salaried employees.

The bargaining unit described above also includes the College of Human Medicine headquarters in Grand Rapids, MI, the College of Osteopathic Medicine at Detroit Medical Center, **COLLEGE OF HUMAN MEDICINE FLINT**, and the College of Osteopathic Medicine at Macomb University Center.

POSITIONS SUBJECT TO REMOTE WORK AGREEMENTS WILL REMAIN WITHIN THE BARGAINING UNIT WHERE SAID POSITIONS HAD BEEN PLACED, OR WOULD HAVE BEEN PLACED, WITHIN THE BARGAINING UNIT UNDER THIS ARTICLE HAD THE EMPLOYEE AND UNIT NOT ENTERED INTO A REMOTE WORK AGREEMENT AND THE EMPLOYEE HAD WORKED AT THE OTHERWISE APPLICABLE WORK LOCATION AS ASSIGNED BY THE UNIVERSITY. POSITIONS SUBJECT TO REMOTE WORK AGREEMENTS WILL REMAIN OUTSIDE THE BARGAINING UNIT WHERE SAID POSITIONS WOULD HAVE BEEN OUTSIDE THE BARGAINING UNIT UNDER THIS ARTICLE.

Article 5, Paragraph I {page 7}

ARTICLE 5 PROBATIONARY AND TEMPORARY EMPLOYEES

I. PROBATIONARY EMPLOYEES

- A. New full-time employees shall be considered as probationary employees for the first 1040 working hours **AND SIX (6) MONTHS** of their continuous employment. New three-quarter time employees shall be considered as probationary employees for the first 780 hours **AND SIX (6) MONTHS** of actual work. New half-time employees shall be considered as probationary employees for the first 520 hours **AND SIX (6) MONTHS** of actual work. When an employee successfully completes the probationary period, she/he shall be entered on the seniority list and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees. **A NEW EMPLOYEE FOR THE PURPOSES OF THIS PARAGRAPH IS SOMEONE NEWLY HIRED OR REHIRED BY THE UNIVERSITY OR UPON INITIAL ENTRY INTO THE BARGAINING UNIT FROM OTHER UNIVERSITY EMPLOYMENT.**

Article 7, Paragraph III {page 9}

WORKING HOURS

III. Shift Differential

- A. Full-time employees who work on the second or third shift shall receive, in addition to their regular pay, ~~forty (40)~~ **SEVENTY-FIVE (75)** cents per hour on the second shift and ~~fifty (50)~~ **SEVENTY-FIVE (75)** cents per hour on the third shift. Such differential is to be added to the total wages and does not increase the base rate of pay.
- B. Part-time employees who work after 5 p.m., but before 9 p.m., shall receive a shift premium of ~~forty (40)~~ **SEVENTY-FIVE (75)** cents per hour. Part-time employees who work after 9 p.m., but before 5 a.m., shall receive a shift premium of ~~fifty (50)~~ **SEVENTY-FIVE (75)** cents per hour. Shift premium will be paid for the actual hours worked on a shift.

Article 8 {pages 10 - 12}

COMPENSATION SCHEDULE PROGRAMS

- I. Wage increases on April 1, 2019 ~~2023~~, April 1, 2020 ~~2024~~, April 1, 2021 ~~2025~~ and April 1, 2022 ~~2026~~ will be based on the 2018—2022 **2022-2025** Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations, which was separately ratified and signed by the Clerical-Technical Union of MSU.
- II. Rate Schedule

THE AUTOMATIC PROGRESSION LEVEL (APL) DOES NOT REFLECT A MAXIMUM PAY RATE AN EMPLOYEE MAY EARN. THE APL DOES NOT LIMIT ADDITIONAL BASE WAGE RATES ABOVE THE APL. FURTHER COMPENSATION PROGRAMS ARE DETAILED BELOW.

Effective April 1, 2019-2023 – *Update Rate Schedule*

Grade Level	Minimum PAY RATE	AUTOMATIC Progression LEVEL* Maximum
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. III. **AUTOMATIC** Wage Progression

THIS SECTION APPLIES TO EMPLOYEES WHOSE PAY RATE IS AT OR ABOVE THE MINIMUM PAY RATE BUT BELOW THE AUTOMATIC PROGRESSION LEVEL.

- A. The wage progression from minimum to **THE AUTOMATIC PROGRESSION LEVEL** maximum shall be three (3) percent per year (or more based on performance in the sole discretion of the Employer) above current earnings.
- B. Wage progression increases shall be provided at one (1) year intervals on the employee's anniversary date.
- C. **AUTOMATIC WAGE** Progression increments will not be provided to an employee in excess of the maximum **AUTOMATIC PROGRESSION LEVEL** of her/his grade level.
- 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.
PROVIDED:
 1. A performance improvement plan is put in place and is completed within the performance improvement plan period (90 days).
 2. At the end of the performance improvement plan period the employee will receive the progression increment, effective with the beginning of the pay period nearest the end of the performance improvement plan period, unless the employee has been reevaluated and still does not meet or exceed expectations.
 3. If at the end of the completed performance improvement plan the employee has been reevaluated and still does not meet or exceed expectations, then she/he shall be ineligible to receive a progression increment for the entire year, provided that any disputes concerning the employee's rating shall commence at Step Two of the grievance procedure and, in the event the employee's unsatisfactory performance rating is overturned in the grievance procedure, she/he shall receive the progression increment retroactive to her/his anniversary date.

III. IV. Anniversary Date

- A. Employees entering the bargaining unit prior to October 1, 1983, shall retain their current anniversary date.
- B. Employees entering the bargaining unit on or after October 1, 1983, shall have the first of the month following their bargaining unit date as their anniversary date.

VIII. V. Merit Increases-**ADDITIONAL WAGE INCREASES AND LUMP SUM PAYMENTS**

An employee may request and/or the employer may grant a merit **BASE WAGE** increase **OR LUMP SUM PAYMENT**. ~~An employee may receive an increase for merit or other reasons deemed appropriate by the University.~~ **EXAMPLES OF 'OTHER REASONS' MAY INCLUDE, BUT IS NOT LIMITED TO, INTERNAL EQUITY, EXTERNAL MARKET, RETENTION, PERFORMANCE OF ADDITIONAL DUTIES THAT DOES NOT MEET THE DEFINITION OF 'HIGHER-RATED PAY' DEFINED BELOW IN SECTION VI., ETC.). DECISIONS TO GRANT, OR NOT TO GRANT, AN INCREASE OR LUMP SUM PAYMENT SHALL BE AT THE SOLE DISCRETION OF THE EMPLOYER.**

- VI. Work at a Higher-Rated Job
An employee who is temporarily assigned to a job in a higher grade to perform the usual duties and responsibilities of the job for ten (10) working days or more shall be paid an additional sixteen dollars (\$16.00) per working day.
- VII. New Classifications and Rates
The rates for new classifications shall be in conformity with the rates for positions of similar kind or class. When a new classification is created, the pay rates for the new classification shall be fixed by the University and the Union shall be consulted prior to posting.
- VIII. Promotions
 - A. An employee promoted one (1) grade level shall receive a five (5) percent salary increase.
 - B. An employee promoted two (2) or more grade levels shall receive a **MINIMUM OF A** ten (10) percent salary increase.

Article 10, Paragraph I {page 13}

- I. When absent from work, the employee must make a reasonable effort to notify her/his supervisor of the reason **ONE HOUR** 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, Sections I, II, III and V {pages 14 - 18}

LEAVES OF ABSENCE WITH PAY

- I. General Provisions
Leaves of absence with pay shall be granted to employees in the bargaining unit as provided below.
 - A. An employee shall accrue sick leave credits and vacation credits during a leave of absence with pay, and her/his benefits shall continue for the duration of the leave.
 - B. All requests for **NON-MEDICAL** leaves of absence shall be made initially with the employee's immediate supervisor and shall be subject to the approval of the unit administrator and MSU Human Resources.

ALL REQUESTS FOR MEDICAL LEAVES OF ABSENCE SHALL BE SUBMITTED TO, AND SHALL BE SUBJECT TO THE APPROVAL OF, MSU HUMAN RESOURCES. THE EMPLOYEE SHALL ALSO NOTIFY THEIR SUPERVISOR OF A REQUEST FOR MEDICAL LEAVE OF ABSENCE.

- II. Vacation Eligibility
The following schedule shows the monthly vacation accruals for full-time employees. (For part-time employees see Article 2, Proportional Benefits.) Vacation time is credited at the end of each month.

A.

Service Months	Accrual	Annual Accrual	Special* Maximum Accrual
Completion of 6 months	48 hours		
7 th month through 60 th month	8 hours per month	96 hours	120 240 hours
61 st month through 120 th month	12 hours per month	144 hours	180 240 hours
121 st month	16 hours per month	192 hours	240 hours

*Employees are expected to take their annual accrual each year. The accrual cannot exceed the special maximum amount shown.

- III. Holiday(s)
 - A. Schedule

The Union and the Employer agree to update holidays and include Dr. Martin Luther King, Jr. Day

- 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, **OR CASES OF**, 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 eighty (80) 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.

Article 13 {pages 23 - 28}

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 2018 **2022** MSU/Coalition Memorandum of Understanding. 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 **2022** Memorandum of Understanding.

- I. Optional Plans

Participation in the following benefit plans is optional, and eligible employees are covered if enrollment takes place within 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 2018 **2022** 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.

 1. Prescription Drug
 - a. Prescription drug benefits shall be provided to employees represented by the Union, regardless of the University health plan in which they are enrolled, under a program administered by **CVS** Caremark or other administrator(s) as may be agreed to.
 - b. The prescription drug program implemented pursuant to the agreement shall be as specified in the MSU/Coalition Memorandum.

- c. The appropriate premiums for the prescription drug program shall be paid by the University for full-time employees and proportionately for part-time employees.
 - 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 ~~2018-2021~~ **2022-2025** 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. 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 **TEN (10)** 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 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 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
- III. Break in Service
- A. Leave of Absence with Pay
 - B. Leave of Absence Without Pay
 - C. Layoff
 - D. Termination

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

 - 1. Health plan coverage, including prescription drug coverage, Employee Paid Life, **BASIC EMPLOYER PAID LIFE**, and Accidental Death and Dismemberment (AD&D) benefits will continue in force until the end of the month.
 - 2. The Long-Term Disability, ~~Basic Employer Paid Life~~, and Travel Accident coverages cease on the last day of active employment.
 - 3. Dental plan coverage ceases at the end of the month in which the employee is terminated.
 - 4. Employee-Paid Life and Basic Employer Paid Life Plans may be converted, if desired, by contacting the company involved within 31 days.
 - 5. In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), 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. Within 31 days after COBRA eligibility ceases, the basic health plan may be converted to a direct pay plan by contacting the company involved. A conversion option is not available for the prescription drug or dental coverage.

EDUCATIONAL ASSISTANCE PROGRAMS

- II. Except as specifically provided below, all general provisions of Educational Assistance apply.
- B. Tuition Reimbursement for MSU Credit Courses
1. The Employer shall pay for approved course(s) which are successfully completed on the following basis:
 - a. For undergraduate credit courses taken through MSU, the tuition fee up to the MSU undergraduate maximum tuition rate per credit taken, not to exceed 14 semester credits per academic year.
 - b. For graduate credit courses taken through MSU, the tuition fee up to ½ of the MSU ~~undergraduate~~ **GRADUATE** maximum tuition rate per credit taken, not to exceed 14 semester credits per academic year.
 - a. Registration fees, course fees, lab fees, books and other course materials charged by MSU are the responsibility of the student.
 - b. For classes taken through MSU Lifelong Education, the tuition fee up to one-half (½) of the MSU Graduate Maximum Tuition Rate per credit taken, not to exceed nine (9) semester credits.
- C. Tuition Waiver for MSU Credit Courses
- ALL MSU CREDIT COURSES ARE PROCESSED THROUGH TUITION WAIVER.
1. CTU bargaining unit members who are eligible for educational assistance shall be eligible for a tuition waiver program. This tuition waiver program will be applicable only to those MSU courses enrolled in through the University's standard registration procedure. As a condition of tuition waiver, an employee must sign an agreement authorizing payroll deduction for the amount of tuition waived to be used in the event she/he does not successfully complete the course(s).
 2. Employees interested in utilizing the tuition waiver program must submit their educational assistance application complete with department recommendation to MSU Human Resources 30 days prior to the semester billing date set by the Fees and Scholarships Office. The application must be marked with a request for tuition waiver.
 3. If the above timelines are met and the educational assistance application is approved, MSU Human Resources will forward a list of employees eligible for tuition waiver to the Fees and Scholarships Office and to the Union.
 4. The tuition waiver amount will be reflected on the registration bill. Employees will be responsible for all charges in excess of:
 - a. For undergraduate level courses: the matriculation fee and charges in excess of the MSU undergraduate maximum tuition rate.
 - b. For graduate level courses: the matriculation fee and charges in excess of ½ the ~~MSU undergraduate~~ **GRADUATE** maximum tuition rate.The tuition waiver is for up to fourteen (14) credit hours per academic year. In the event the approved course(s) is/are unavailable at the time of registration, other appropriate course(s) may be substituted and the application amended subject to the recommendation of the department administrator or designee and approval by MSU Human Resources. Employees must provide an amended Educational Assistance application to MSU Human Resources.
- D. Under no circumstance shall the combination of tuition reimbursement or waiver exceed 14 semester credits per academic year.

E. Non-Credit Courses

1. Employees may apply for reimbursement and released time for non-credit courses.
2. Only job-related non-credit courses which are offered through MSU Lifelong Education Programs (e.g., Continuing Education, Evening College), MSU Technology Services, Davenport College, Lansing Community College, High School Adult Education Programs, MSU Human Resources or other Employer approved educational training programs are reimbursable and/or subject to waiver.
3. Part-time employees with 12 FTE continuous service months shall be eligible for job-related non-credit courses which are offered only through the MSU Lifelong Education Programs (e.g., Continuing Education, Evening College), MSU Technology Services and MSU Human Resources which are held on the East Lansing Campus. Part-time employees shall not be eligible for released time.
4. Non-credit course reimbursement will not exceed ~~\$800~~ **\$900** per academic year. Released time may be granted by the department for a non-credit course. Part-time employees shall not be eligible for released time.

Article 16, Paragraph II {pages 33 - 34}

RETIREMENT BENEFIT PROGRAMS

I. Retirement Benefits

II. MSU 403(b) Base Retirement Program

A. Eligibility and Participation

In accordance with the program's eligibility requirements as detailed in the 2009 plan document, as amended, for the MSU 403(b) Retirement Plan, regular employees are eligible for participation in the MSU 403(b) Base Retirement Program as follows:

1. The program is optional to employees under age 35 or over age 62 at the time of employment.
2. The program is required as a condition of employment for employees who have attained age 35.
3. Once required participation commences, the employee must continue contributing to the MSU 403(b) Base Retirement Program while employed at the University.

B. Contributions

1. The MSU 403(b) Base Retirement Program consists of a five percent (5%) employee contribution based on the employee's per pay period **BASE** wages **AND OVERTIME**, with the University's matching contribution of ten percent (10%) based on the same applicable pay.
2. All contributions to the MSU 403(b) Base Retirement Program are fully and immediately vested.

Article 17 {pages 39 - 41}

FILLING VACANT POSITIONS

III. Interviews

- A. Where available, up to twelve ~~EIGHT (42 8)~~ **CT** applicants from the University-at-large meeting the posted qualifications and having the greatest University seniority shall constitute **BE INCLUDED ON** 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.
ADDITIONAL EXTERNAL APPLICANTS MAY BE INCLUDED ON THE INITIAL INTERVIEW LIST.
 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 vacancymay 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 employees **CT APPLICANTS** making up the initial interview list who have not withdrawn shall be interviewed before any external candidate is interviewed **MAY BE INTERVIEWED IN ANY ORDER**. 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. **THE EMPLOYER SHALL INTERVIEW ALL CT APPLICANTS ON THE INITIAL INTERVIEW LIST PRIOR TO MAKING A SELECTION.**
- 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.C 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.D 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.E. 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.
A POOL POSTING SHALL COUNT AS AN APPLICATION FOR ONE POSITION.

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

F. **THE EMPLOYER MAY FILL VACANCIES THROUGH A POOL POSTING THAT WILL HAVE MULTIPLE OPENINGS BEHIND A SINGLE MAIN POSTED ADVERTISEMENT FOR A VACANCY WITHIN A STRUCTURAL UNIT. A POOL POSTING WILL CONTAIN INFORMATION AS TO THE TOTAL NUMBER OF OPENINGS AVAILABLE UNDER THE SINGLE POSTING. POOL POSTINGS MAY STATE THE CLASSIFICATION, RATE OF PAY, LOCATION(S), SHIFT(S), MINIMUM QUALIFICATIONS, AND STARTING TIME(S).**

POOL POSTING INTERVIEWS SHALL BE CONDUCTED IN ACCORDANCE WITH THE PROVISIONS IN THIS SECTION.

IV. Other Provisions

V. Conditions for Bypassing the Procedure

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) **COLLEGE OF HUMAN MEDICINE FLINT**. 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.

Article 18 {pages 43 - 47}

II. Procedures

G. Employees shall not be required to exercise their rights under Article 18 Section II.B.2 or Section II.C (bumping rights) in a represented work location other than their current work location (i.e. College of Human Medicine headquarters at Grand Rapids, College of Osteopathic Medicine at Detroit Medical Center, College of Osteopathic Medicine at Macomb University Center, **COLLEGE OF HUMAN MEDICINE FLINT** or the City of Lansing/East Lansing Campus).

IV. Limited-term Employees

A. Limited-term Employees who are hired in or voluntarily change to Limited-term positions, not to be less than 180 days, shall be eligible for all University benefits. Limited-term Employees who are given a written termination date (CTU will receive a copy) at the time of hire or change of position, are not subject to the procedures specified in Section II.

B. Limited-term Employees whose appointment is not continued **OR IS ENDED BEFORE THE TERMINATION DATE** will receive severance pay of one (1) normal week's pay for each year of University service to a maximum of five (5) weeks. The first year shall be based upon a minimum of ten (10) month's service. Monies due will be paid as salary continuances until the maximum is reached or the employee is reemployed. **BENEFITS SHALL NOT BE CONTINUED PAST THE TERMINATION DATE OF THE LIMITED-TERM APPOINTMENT, EXCEPT AS REQUIRED BY LAW.**

C. No severance payment is applicable to those leaving the University because of retirement, industrial injury, illness, resignation, or discharge.

- D. If reemployed in a limited-term position, employees shall retain credits for all salary continuances not used.
 - E. Persons changing from these types of positions to non-limited term positions are no longer subject to the provisions of this section.
 - F. The University may convert a limited-term position to a regular position at its discretion.
 - G. Each limited-term appointment shall be restricted to up to five (5) years duration. A limited-term appointment may be extended for up to a three (3) year period. If the employer chooses to maintain the position after five (5) years plus extensions totaling three (3) years, the position shall be converted to a regular position.
 - H. Limited-term Employees shall be provided a forty-five (45) day notice of non-renewal **OR EARLY TERMINATION** of a limited-term appointment.
 - I. An individual in a limited-term position whose position is not continued **OR IS ENDED EARLY** shall be permitted to apply as a University candidate for vacant positions for the length of her/his service to a maximum of two (2) years following the end of the limited-term appointment. **LIMITED-TERM EMPLOYEES ARE NOT ELIGIBLE FOR BYPASS INTERVIEW OPPORTUNITIES.**
 - J. The University shall be limited to no more than 200 limited-term positions at any given time.
- V. Other Provisions
- F. An employee changing positions resulting in a lower grade level due to layoff shall:
 1. Receive **NO GREATER THAN** a three percent (3%) reduction in her/his base rate of pay if demoted one (1) grade level.
 2. Receive **NO GREATER THAN** a five percent (5%) reduction in her/his base rate of pay if demoted two (2) grade levels.
 3. Receive **NO GREATER THAN** a two percent (2%) per grade level reduction in her/his base rate of pay if demoted more than two (2) grade levels.
 4. Receive the reduction in pay based on her/his rate of pay at the time of return.
 5. Be required to have her/his base rate of pay within the range of the new grade level.

Article 21, Paragraph IV {pages 49 – 50}

OFFICIAL PERSONNEL FOLDERS

- 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 TITLE IX POLICY** and/or the Anti-Discrimination Policy which occurred more than ~~four (4)~~ **SIX (6)** 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)~~ **SIX (6) YEARS WHERE:**
 1. **THE EMPLOYEE HAS NOT COMMITTED ADDITIONAL VIOLATIONS OF THE UNIVERSITY RELATIONSHIP VIOLENCE AND SEXUAL MISCONDUCT AND TITLE IX POLICY AND/OR THE ANTI-DISCRIMINATION POLICY, AND;**
 2. **THE EMPLOYEE CAN DEMONSTRATE THEY HAVE COMPLETED TRAINING AND EDUCATION (BEYOND THAT OTHERWISE REQUIRED BY THE UNIVERSITY OF ALL EMPLOYEES) APPROVED BY THE UNIVERSITY TO HELP PREVENT A RECURRENCE OF MISCONDUCT.**

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 TITLE IX** and/or Anti-Discrimination policies by which do not violate those polices 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 POAM obtain more favorable language on this issue, the Employer and the Union will bargain over that more favorable language.

Article 24, Paragraph IX {pages 56 - 57}

COMMUNICATIONS

- IX. Within **THREE (3) MONTHS** ~~one month~~ of a new employee's hire date, fifteen (15) minutes of release time will be made available for the new employee and a designee of the Union to meet. Such meeting shall be scheduled with the appropriate supervisor with forty-eight (48) hours notice.

Article 32 {page 63}

EMPLOYEE ASSISTANCE PROGRAMS

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 four (4) **SIX (6)** Employee Assistance Program appointments annually.

Appendix I {page 66}

MATERNITY LEAVE

- I. Upon request, an employee shall be granted a leave of absence up to one (1) month prior to the projected delivery date provided ~~she~~ **THE EMPLOYEE** has presented a physician's statement which indicates said date. **THIS LEAVE SHALL RUN CONCURRENTLY WITH ANY LEAVE UNDER THE FAMILY MEDICAL LEAVE ACT.**
- II. Leave of absence for pregnancy granted in excess of one (1) month prior to the projected delivery date will require medical certification of the employee's inability to perform the duties of ~~she~~ **THE EMPLOYEE'S** position.
- III. The employee shall be allowed to remain on leave of absence for a period of eight (8) weeks following the actual delivery date without further medical certification.
- IV. Extensions of a leave of absence beyond the eight (8) week period require medical certification.

Appendix II {pages 67 - 69}

THE PARTIES AGREE TO UPDATE THE CLASSIFICATIONS

Appendix III {page 70}

THE PARTIES AGREE TO UPDATE THE ADMINISTRATIVE DIVISIONS

Appendix IV, Letters Agreement

Update signatures on Letters of Agreements {pages 72 - 76}

Delete the Letter of Agreement {page 77}

ADD NEW LETTER OF AGREEMENT

Ed Assist "Me Too" Letter of Agreement

Should the employer grant an increase and/or an improvement to non-credit educational benefits (currently at \$900) to the APA or APSA bargaining units during the life of this agreement, it shall automatically be granted to CTU.

ADD NEW LETTER OF AGREEMENT

Paid Parental Leave Letter of Agreement

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 JULY 1, 2023.

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:**
 - **HAVE GIVEN BIRTH TO A CHILD; OR**
 - **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**
 - **ARE THE SPOUSE OF A PERSON WHO HAS GIVEN BIRTH TO A CHILD; OR**
 - **ARE THE SPOUSE OF A PERSON WHO HAS 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.**
- **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 SIX (6) WEEKS FOR LEAVES 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

- **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 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.
- 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).
- THE EMPLOYEE WILL PROVIDE MSU HUMAN RESOURCES AND THEIR SUPERVISOR 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.

Here is an overview summary of the changes:

Tentative Agreement Between Michigan State University, “The Employer”
And Clerical-Technical Union of MSU, “The Union”

As a result of negotiations between the parties for a successor Collective Bargaining Agreement, the Employer and the Union agree to the following, to be effective from date of ratification, unless otherwise noted, through March 31, 2027. The Agreement hereinafter detailed is subject to ratification by the Employer and the Union.

The Agreement is listed in TAs as follows:

1. Article 1, Paragraph 1 - Dated March 20, 2023
2. Article 2, Paragraph X - Dated March 30, 2023
3. Article 3, Paragraph II – Dated March 31, 2023
4. Article 5 – Dated March 30, 2023
5. Article 7, Paragraph III – Dated March 31, 2023
6. Article 8 – Dated March 31, 2023
7. Article 10, Paragraph I – Dated March 31, 2023
8. Article 11 – Dated March 31, 2023
9. Article 13 – Dated March 31, 2023
10. Article 14, Paragraph II – Dated March 31, 2023
11. Article 16, Paragraph II – Dated March 31, 2023
12. Article 17 – Dated March 31, 2023
13. Article 18 – Dated March 31, 2023
14. Article 21, Paragraph IV – Dated March 31, 2023
15. Article 24, Paragraph IX – Dated March 31, 2023
16. Article 32 – Dated March 31, 2023
17. Appendix I – Dated March 31, 2023
18. Appendix II – Dated March 31, 2023
19. Appendix III – Dated March 31, 2023
20. Parental Leave LOA – Dated March 31, 2023
21. Non-Credit Education Assistance LOA – Dated March 31, 2023

Housekeeping Issues

1. Dates to be changed to reflect the term of the Successor Agreement, including updating the dates of the MSU/Coalition Memorandum of Understanding
2. Table of Contents and Index to be updated to reflect any changes in the Successor Agreement
3. Inclusive language changes
4. LOAs updated in signature and date only:
 - a. WKAR-TV
 - b. Dr. Martin Luther King Jr. Day
 - c. Checkoff
 - d. Classifications/FLSA Provision
 - e. Sick Leave Donation Bank
5. LOAs deleted: Pool Posting

Individual Tentative Agreements

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

Summary

Parties will meet to discuss grievances related to sick leave usage for COVID-19 exposure per LOA.

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.

CTU BARGAINING TEAM 2023

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