

MICHIGAN STATE UNIVERSITY

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

As a result of negotiations between the parties for a successor collective bargaining agreement, the Employer and the Association agree to this Tentative Agreement Between Michigan State University, The Employer and Administrative-Professional Association, The Association (TA), to be effective October 1, 2019 subject to ratification through September 30, 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) Appendix I
- 2) Article 1, Paragraph 2
- 3) Article 2
- 4) Article 5, Paragraph 18, 24
- 5) Article 6, Paragraph 31
- 6) Article 7, Paragraph 38, 40, 42, 44
- 7) Article 8, Paragraph 47, 49, 52
- 8) Article 9, Paragraph 53
- 9) Article 10, Paragraph 72
- 10) Article 11
- 11) Article 12
- 12) Article 13, New Paragraph
- 13) Article 14, Paragraph 99, 100
- 14) Article 15, Paragraph 105
- 15) Article 16, Paragraph 108-117
- 16) Article 20, Paragraph 150, 154
- 17) Article 21, Paragraph 160-161
- 18) Article 22, Paragraph 173
- 19) Article 24, Paragraph 180, 184
- 20) Article 27, Paragraph 202, 219, 221
- 21) Article 31, Paragraph 261
- 22) Article 34, Paragraph 268
- 23) Article 35, Paragraph 270, 272
- 24) Article 36, Paragraph 277
- 25) Article 38
- 26) Article 41, Paragraph 297, 305, 306, 307
- 27) Article 42, Paragraph 326
- 28) Article 43, Paragraph 332, 333



Human Resources

Employee Relations

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- 29) Article 44, Paragraph 334, 336
- 30) Article 47, Paragraph 339, 347, 351
- 31) Continue LOA Health Related Emergency
- 32) Continue LOA Merit Pay Guidelines
- 33) LOA Dental
- 34) LOA Honoring Diversity and Inclusion
- 35) LOA Parental Leave
- 36) LOA Shadow and Pool Posting
- 37) LOA Sick Leave Donation Bank
- 38) Remove LOA Voluntary Recognition
- 39) Remove LOA Implementation of Article 43, Paragraph 333
- 40) Remove LOA Retirement Plan October 1, 2015-December 31, 2015

Housekeeping Issues

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

Individual Tentative Agreements

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

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

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

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

FOR THE EMPLOYER

FOR THE UNION



Richard W. Fanning, Jr., Director
Office of Employee Relations

Date: 9/25/19



Maurice Koffman, President
Administrative-Professional Association

Date: 9/25/19

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article: Appendix I

APPENDIX I

On and after October 1, ~~2015~~ **2019** the following Classifications are represented by the Michigan State University Administrative Professional Association. - ***Update as necessary.***

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article 1.
Paragraph 2.

ARTICLE 1

RECOGNITION

-2 On August 2, 1985, the Michigan State University Administrative-Professional Association was certified by the Michigan Employment Relations Commission in Case No. R85 H-207 as the representative for all regular full-time and regular part-time Administrative and Professional Employees serving in a non-supervisory capacity and located upon the main campus of Michigan State University, East Lansing and Lansing, Michigan. Excluded are: Executive, Supervisors and Confidential Employees.

As a result of discussions between the parties **AND PRIOR LETTERS OF AGREEMENT:** ~~the following is hereby agreed:~~

1. Employees **WITHIN THE ABOVE UNIT DESCRIPTION** employed at the Detroit Center ~~but not included within the APA bargaining unit~~ shall be recognized as members of the bargaining unit.
2. Employees **WITHIN THE ABOVE UNIT DESCRIPTION** employed at the Troy Management Center ~~but not included within the APA bargaining unit~~ shall be recognized as members of the bargaining unit.
3. Employees **WITHIN THE ABOVE UNIT DESCRIPTION** employed at the Detroit Medical Center or the College of Osteopathic Medicine at Macomb Community College ~~but not included within the APA bargaining unit~~ shall be recognized as members of the bargaining unit.
4. Employees **WITHIN THE ABOVE UNIT DESCRIPTION** employed at the College of Human Medicine (CHM) ~~Headquarters in Grand Rapids, Michigan but not~~

~~included within the APA bargaining unit~~ shall be recognized as members of the bargaining unit.

5. Where three (3) or more Employees **WITHIN THE ABOVE UNIT DESCRIPTION** are working in classifications represented by the APA who are employed by a department headquartered on the main campus of MSU but who are assigned to work in an otherwise recognized MSU facility shall be recognized as members of the bargaining unit.
6. The parties agree that Employees working at non-campus based statewide locations, specifically the College of Agriculture and Natural Resources, AgBioResearch, MSU Extension, Outreach and Engagement, Mentoring and Research, Kellogg Biological Station/Hidden Lake Gardens, Bioeconomy Institute **AT THE** Holland Pfizer Facility, and Van Andel Institute are not included within the APA bargaining unit and that the APA will not seek recognition for said Employees.

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article 2.

ARTICLE 2

MANAGEMENT'S RIGHTS

-3 Except as provided in this Agreement, nothing contained in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management. Such regular and customary functions include, but are not limited to, the right to hire, promote, transfer and layoff because of lack of funds, lack of work and/or other cause; discipline, suspend and discharge for just cause; decide the work to be performed and the number and location of Employees and units; determine the methods, schedules and means of conducting activities; and promulgate policies, procedures, rules and regulations for the orderly and efficient operation of the University.

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,
 - A. 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,
 - B. **CONTROL OF ITS PROPERTIES AND THE MAINTENANCE OF ORDER AND EFFICIENCY OF THE WORKFORCE;**

- C. TO DETERMINE THE TYPE, KIND, AND SCHEDULE OF SERVICES TO BE RENDERED AND THE WORK TO BE PERFORMED BY EMPLOYEES COVERED BY THIS AGREEMENT;
 - D. TO MAKE ALL FINANCIAL DECISIONS, INCLUDING DECISIONS CONCERNING ALL ACCOUNTING, BOOKKEEPING, AND OTHER RECORD KEEPING METHODS AND PROCEDURES;
 - E. TO DETERMINE THE NUMBER, LOCATION, OR RELOCATION OF FACILITIES, BUILDINGS, AND ROOMS;
 - F. TO DETERMINE ITS ORGANIZATIONAL AND BUSINESS STRUCTURE;
 - G. TO PURCHASE SERVICES FROM OTHERS;
 - H. TO DETERMINE THE NECESSITY FOR WORK BY EMPLOYEES; AND
 - I. TO DETERMINE THE AMOUNT AND TYPE OF SUPERVISION;
- II. IT IS FURTHER EXPRESSLY AGREED EXCEPT AS ABRIDGED BY THE TERMS OF THIS AGREEMENT THAT THE EMPLOYER RETAINS SOLE AND EXCLUSIVE CONTROL OVER ALL MATTERS PERTAINING TO THE SELECTION, DIRECTION, INSTRUCTION, AND CONTROL OF EMPLOYEES, INCLUDING, BY WAY OF ILLUSTRATION BUT NOT BY WAY OF LIMITATION, THE RIGHT:
- A. TO HIRE, SELECT, MAKE ASSIGNMENTS FOR, AND PROMOTE EMPLOYEES;
 - B. TO DETERMINE THE NUMBER AND QUALIFICATIONS OF EMPLOYEES;
 - C. TO DETERMINE THE ALLOCATION AND ASSIGNMENT OF WORK TO EMPLOYEES;
 - D. TO DETERMINE JOB CONTENT; AND
 - E. TO PERFORM ALL OTHER FUNCTIONS INHERENT IN THE ADMINISTRATION, MANAGEMENT, AND CONTROL OF THE UNIVERSITY.
- 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.

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article 5.
Paragraph 18, 24

ARTICLE 5

ASSOCIATION MEMBERSHIP

...

-18 In cases where a deduction is made that duplicates a payment already made to APA by an Employee, **WHERE A DEDUCTION HAS BEEN MADE AFTER THE UNION HAS BEEN NOTIFIED BY THE UNIVERSITY THAT THE EMPLOYEE IS NO LONGER WITHIN THE BARGAINING UNIT**, or where a deduction is not in conformity with the Bylaws of the Association, refunds to the Employee shall be made by APA.

...

-24 The Employer will notify the Association monthly of the names of Employees who leave or transfer out of the Bargaining Unit. The Employer shall continue to provide current bargaining unit information.

An Employee may revoke his/her authorization for payroll deduction of dues or service fees by submitting notice on the Authorization to Discontinue Dues or Service Fees form to the Employer's Payroll Office and the Union Office via certified **OR U.S. mail**, **CERTIFIED MAIL IS PREFERRED**. Such forms shall be processed within thirty (30) days of receipt. Any changes to the form shall be subject to a Special Conference at least thirty (30) days prior to the date of implementation.

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TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article 6.
Paragraph 31

ARTICLE 6

ASSOCIATION RIGHTS

Release Time

...

-31 A. The Association Chairperson, ~~and Vice-Chairperson/~~ **AND ONE (1)** Designee shall each be authorized 100 percent release time to carry out the responsibilities of his/her office. Applicable salary and progression increases shall be provided during his/her term of office.

This provision provides 100% release time for the Association Chairperson, **VICE-CHAIRPERSON** and release time equivalent to one full time position (100% FTE) to be shared between the ~~Association Vice-Chairperson/~~ Designee(s). The distribution of the release time for ~~THE VICE-Chairperson/~~ Designee(s) shall be in increments no less than 25% FTE and shall be declared once per contract year by notice to the Office of Employee Relations.

B. When the Association Chairperson, ~~and/or Vice-Chairperson/~~ **AND/OR** Designee(s) relinquishes his/her office, he/she shall have the right to return to the same classification in his/her former unit that he/she held immediately prior to becoming **RELEASED Association Chairperson**. If a position in the ~~Association Chairperson's~~ classification no longer exists in his/her former unit, then he/she shall have full rights under Article 16.

For purposes of recall, when the Association Chairperson, ~~and/or Vice-Chairperson/~~ **AND/OR** Designee(s) relinquishes his/her office, he/she shall be deemed to have the greatest length of service and will be recalled to vacant positions first, provided he/she meets the minimum requirements and is capable of performing the duties of the position within a ninety (90) day evaluation period.

If the Association Chairperson, ~~and/or Vice-Chairperson/~~ **AND/OR** Designee(s) who relinquishes his/her office meets the minimum requirements for a vacant position and is denied the ninety (90) day evaluation period he/she shall receive written reasons why he/she was not selected for the evaluation period with a copy to the Chairperson of the Association.

C. Designee may be any of the following positions: Executive Board Member, Association Representative, or Committee Chair.

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article 7.
Paragraph 38, 40, 42, 44

ARTICLE 7

EMPLOYMENT STATUS

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-38 Flexible:

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

Type 2: 75-89% scheduled time active employment over the entire calendar year (~~30-35 hours per week~~) with part-time equivalent salary.

...

-40 Off-Date:

1. At the time of appointment to this position, an estimated ending or off-date is given. This ending date is the latest date the Employee is intended to work. It may be extended by written mutual agreement. The Employee shall be provided a forty-five (45) day **SEPARATE** notice of non-renewal of an Off-date appointment **AND A COPY SHALL BE SENT TO THE ASSOCIATION. EFFECTIVE MARCH 1, 2020, THE MINIMUM NOTICE IN THE ABOVE SENTENCE SHALL CHANGE TO SIXTY (60) DAYS.**

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

3. Off-date Employees are ~~not~~ eligible for University layoff procedures **AFTER FIVE (5) CONSECUTIVE YEARS OF EMPLOYMENT IN THE SAME OFF-DATE POSITION. FOR THE PURPOSE OF THIS CLAUSE, "SAME" MEANS CONTINUOUSLY EMPLOYED IN THE SAME DEPARTMENT IN ANY POSITION WHERE THE EMPLOYEE WAS NOT REQUIRED TO APPLY FOR A POSTING, INTERVIEW, AND ACCEPT A NEW HIRE OFFER.**
4. An Off-Date Employee with at least two (2) years of University service whose appointment is not continued shall be permitted to apply as if an on-campus candidate for vacant positions under the provisions of Article 14, Filling Vacant Positions, for a period of two (2) years following the end of the Off-Date appointment.
5. For twelve (12) months following termination, an Off-date Employee with at least two (2) years of University service shall be ~~interviewed~~ **CONSIDERED BY INTERVIEW OR REVIEW OF CREDENTIALS** for any position for which they apply and meet minimum qualifications.

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-42 Three-quarter time: Scheduled to regularly work at least 26 hours but less than 36 hours per week. (~~Flex Time: Type 2 if 30-35 hours per week~~)

...

-44 Full-time Employees who are involuntarily reduced to eighty-nine percent (89%) time or less shall have **BYPASS INTERVIEW** rights to vacant ~~lateral or lower level~~ positions **WHEN THE EMPLOYEE POSSESSES THE MINIMUM REQUIREMENTS FOR THE POSITION AND HAS THE**. ~~The employing unit will determine, by interview, if the Employee seeking bypass possesses the qualifications and ability to~~ **SUCCESSFULLY** fill the vacant position.

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article 8.
Paragraph 47, 49, 52

ARTICLE 8

PROBATIONARY/TRIAL PERIOD

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-47 Employees shall serve a twelve (12) month probationary period beginning at the time of hire as a new Employee with the University or upon initial entry into the Bargaining Unit from other University employment. The Unit Employer-Supervisor shall have the right to certify successful conclusion of the probationary period before the end of the twelve (12) months. The APA chairperson shall be notified upon early certification, except as provided in paragraph 107. **AN EMPLOYEE WHOSE POSITION IS RECLASSIFIED WILL NOT BE REQUIRED TO SERVE EITHER A PROBATIONARY PERIOD OR A TRIAL PERIOD AND NO NOTIFICATION TO THE UNION SHALL BE REQUIRED IN SUCH A CASE.**

...

-49 The Association shall represent probationary Employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment; however, no matter concerning the discipline, layoff or termination of a probationary Employee shall be subject to the grievance or arbitration procedures. **NOTICE OF TERMINATION OF A PROBATIONARY EMPLOYEE SHALL BE SENT TO THE ASSOCIATION AT THE TIME OF THE TERMINATION.**

...

-52 Following the giving of notice that a probationary or trial period is to be terminated early, any additional time ~~served~~ **WORKED OR PAID** before actual severance may not be counted toward completion of the probationary or trial period.

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article 9.
Paragraph 53

ARTICLE 9

SENIORITY

...

-53 Seniority is defined as the length of continuous employment, except as provided in paragraph 54 below, starting with the original date of hire with the University. **EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, PERIODS** ~~Periods~~ of authorized leaves of absence do not cause loss of seniority.

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article 10.
Paragraph 72

ARTICLE 10

SETTLEMENT OF DISPUTES

...

II. Reprimand, Suspension or Discharge

-72 In imposing any discipline on a current charge, the Employer will not take into account any prior infractions ~~that~~ **WHERE THE RESULTING DISCIPLINE WAS ISSUED** ~~occurred~~ more than eighteen (18) months previously, if no further disciplinary action has been taken during that time. **THE TIME FRAME IN THE PREVIOUS SENTENCE SHALL BE FOUR (4) YEARS IN CASES OF DISCIPLINE ARISING FROM VIOLATIONS OF THE UNIVERSITY POLICY ON RELATIONSHIP VIOLENCE AND SEXUAL MISCONDUCT AND/OR THE ANTI-DISCRIMINATION POLICY WHICH WAS ISSUED ON OR AFTER THE DATE FOR FULL RATIFICATION OF THE 2019 TO 2023 COLLECTIVE BARGAINING AGREEMENT. IF THE SSTU, APSA, POAM OR CTU OBTAIN MORE FAVORABLE LANGUAGE THEN THE EMPLOYER AND THE UNION WILL BARGAIN OVER THAT MORE FAVORABLE LANGUAGE.**

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article 11.

ARTICLE 11

OFFICIAL PERSONNEL DOCUMENT REVIEW

-91 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. **EMPLOYEES HAVE A RIGHT UPON REQUEST TO SEE THE HARD COPY AND DIGITAL CONTENT OF THEIR RECORDS THAT A "HIRING MANAGER" WOULD BE ALLOWED TO SEE IF THEY REQUESTED TO REVIEW THE EMPLOYEE'S PERSONNEL FILE. TO REQUEST SUCH A REVIEW, THE EMPLOYEE SHOULD CONTACT MSU HUMAN RESOURCES WITH A WRITTEN OR EMAILED REQUEST FOR A "HIRING MANAGER REVIEW" OF CONTENTS FROM THEIR PERSONNEL RECORD. THIS SECTION IS INTENDED TO ALLOW EMPLOYEES TO ASCERTAIN WHAT INFORMATION FROM THEIR PERSONNEL RECORDS IS ACCESSIBLE TO HIRING MANAGERS DURING PRE-OFFER FILE REVIEWS.**

-92 The Employee shall make an appointment with **MSU HUMAN RESOURCES TO CONDUCT A HIRING MANAGER REVIEW AS DEFINED ABOVE.** ~~the responsible managerial personnel to examine her/his Official Personnel Folder(s)~~ Managerial personnel **SHALL BE PRESENT DURING SAID REVIEW** ~~when the Employee examines her/his Official Personnel Folder(s) and the Employee may be accompanied by a representative of the Association if the Employee so desires. The Employee may designate in writing her/his desire to have a representative of the Association~~ **CONDUCT THE HIRING MANAGER REVIEW** ~~examine her/his file in her/his absence in a disciplinary matter, and the designated representative shall be allowed to~~ **CONDUCT SAID REVIEW.** ~~examine the Official Personnel Folder(s).~~

-93 No derogatory statement about an Employee of which the Employee would not normally have a copy or be aware, shall be filed in the ~~Employee's Official Personnel Folder(s)~~ **RECORDS THAT A HIRING MANAGER WOULD BE ALLOWED TO REVIEW** unless the Employee is provided a dated copy. The Employee has the right to submit a statement(s) concerning negative evaluative

reports for inclusion in the Official Personnel **RECORD** ~~Folder(s)~~. Brief statements may be submitted for inclusion in the Employee's Official Personnel **RECORD** ~~Folder(s)~~.

-94 Upon an Employee's written request to MSU Human Resources any records of disciplinary action that 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. **THE TIME FRAME IN THE PREVIOUS SENTENCE SHALL BE FOUR (4) YEARS IN CASES OF DISCIPLINE ARISING FROM VIOLATIONS OF THE UNIVERSITY POLICY ON RELATIONSHIP VIOLENCE AND SEXUAL MISCONDUCT AND/OR THE ANTI-DISCRIMINATION POLICY WHICH WERE ISSUED ON OR AFTER THE DATE FOR FULL RATIFICATION OF THE 2019 TO 2023 COLLECTIVE BARGAINING AGREEMENT. IF THE SSTU, APSA, POAM OR CTU OBTAIN MORE FAVORABLE LANGUAGE THEN THE EMPLOYER AND THE UNION WILL BARGAIN OVER THAT MORE FAVORABLE LANGUAGE.** This section may not be used to remove performance evaluations from the Official Personnel ~~Folder(s)~~ **RECORD**.

-95 Counseling memorandums shall be maintained at the department level.

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article 12.

ARTICLE 12

PERFORMANCE EVALUATIONS

-96 To effectively review, monitor and recognize an Employee's performance, it is the policy of the University to provide Performance Evaluations annually or more often if deemed appropriate by the supervisor. Performance Evaluations shall become part of the Employee's Official Personnel **RECORD File**. The Employee may place written comments regarding the performance evaluation in the Official Personnel **RECORD File**. Whenever an Employee receives an overall "~~Less Than Satisfactory~~" **LESS THAN SATISFACTORY** evaluation **AND IS PLACED ON A WRITTEN PERFORMANCE IMPROVEMENT PLAN**, the Employee shall be reevaluated within ninety (90) days. Before the reevaluation, the Employee may request and shall receive a conference with the evaluator in which such Employee may have APA representation.

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article 13.

Paragraph New

ARTICLE 13

PROMOTION/DEMOTION

...

New Paragraph –

THE UNIVERSITY SHALL PAY A MINIMUM LUMP SUM "SPECIAL PAYMENT" OF \$500 IN ANY MONTHLY PAY PERIOD WHERE THE EMPLOYEE HAS PERFORMED IN AN ACTING OR INTERIM ASSIGNMENT FOR FIFTEEN (15) OR MORE WORKING DAYS. IN ORDER TO QUALIFY FOR THIS PAYMENT, THE EMPLOYEE MUST BE ASSIGNED TO THE ACTING OR INTERIM POSITION IN WRITING BY A SUPERVISOR OR MANAGERIAL UNIVERSITY OFFICIAL. THE ACTING OR INTERIM ASSIGNMENT MUST BE TO COVER A VACANCY OR LEAVE. THE SPECIAL PAYMENT WILL NOT BE SUBJECT TO SALARY-BASED BENEFITS, SUCH AS THE MSU OR EMPLOYEE CONTRIBUTIONS UNDER THE MSU 403(B) BASE RETIREMENT PLAN, LIFE INSURANCE, ETC.

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TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article 14.

Paragraph 99, 100

ARTICLE 14

FILLING VACANT POSITIONS

-99 The recruitment of applicants and the filling of vacant positions is the responsibility of the Employer. All candidates who possess the posted qualifications shall be considered to advance the concept of promotion from within the ranks of the University. MSU Human Resources will provide the employing department with a list of candidates. In any instance when bargaining unit candidates possess the posted qualifications, at least five (5) of said candidates, if available, shall be interviewed **ALONG WITH UP TO TWO (2) BYPASS CANDIDATE(S) UNDER PARAGRAPH 114.**

-100 The responsibility for determining which candidates shall be interviewed will reside with the employing department, **EXCEPT FOR ANY BYPASS CANDIDATE(S) REFERRED FOR BYPASS INTERVIEW.** This determination will be based upon information obtained from the candidates' credentials. The department should take longevity of service into account when determining who will be interviewed, but ability to do the work shall be the prime factor for setting the interview list.

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TENTATIVE AGREEMENT WAS REACHED ON 9/25/19

M. V.
Union Representative

9/25/2019
Date

Sheldene S. Amey
University Representative

9/25/19
Date

Article 15.
Paragraph 105

ARTICLE 15

CLASSIFICATION/RECLASSIFICATION OF POSITIONS

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-105 The unit administrator will normally initiate requests for position reclassification. However, requests may be initiated by the Association. Such requests shall be directed to the ~~Assistant Vice President for Human Resources~~ **DIRECTOR OF EMPLOYEE RELATIONS**, whose decision on the request shall not be subject to review or grievance. If a request made under this paragraph is not approved, written reasons will be provided the Association.

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19

[Signature]
Union Representative

9/25/2019
Date

[Signature]
University Representative

9/25/19
Date

Article 16.

Paragraph 108-117

ARTICLE 16

REDUCTION IN FORCE

-108 A. The University endeavors to provide continuing employment for Employees. However, reductions in work force may be necessary due to lack of funds, lack of work, and/or other cause. A reduction in force shall not be used for constructive discharge. Whenever practicable, the reductions should be made by restricting recruitment, transfers to vacant lateral or lower level positions where the Employee is capable of performing the work and/or normal attrition, but if deemed necessary by the University, layoffs will be utilized.

B. While the Employee is on layoff, the Employer will make its normal contribution toward the cost of the health care coverage premium for the month of separation due to layoff. **AN EMPLOYEE MAY EXHAUST ACCRUED VACATION AT THE TIME OF LAYOFF BUT DOING SO WILL NOT EXTEND THE EMPLOYER'S HEALTH CARE CONTRIBUTIONS.**

-110 Employees to be laid off shall be given at least 45 calendar days **WRITTEN** notice, not to be offset by accrued vacation. **EFFECTIVE WITH NOTIFICATIONS PROVIDED ON MARCH 1, 2020 AND AFTER, THE MINIMUM NOTICE IN THE ABOVE SENTENCE SHALL CHANGE TO SIXTY (60) DAYS. THE WRITTEN NOTICE SHALL CONTAIN INFORMATION DIRECTING EMPLOYEES WHERE TO GET ASSISTANCE WITH QUESTIONS CONCERNING POSSIBLE CONTINUATION OF THEIR HEALTH CARE AND OTHER BENEFITS IMPACTED BY THE LAYOFF.** A copy of the layoff notice will be sent to the Association Chairperson.

-111 Within a unit, probationary Employees will be separated before non-probationary Employees are laid off, where the non-probationary Employees are able to perform the work within a 90 day evaluation period.

A. Where ability to perform the work remaining is equal, the Employer will follow these priorities for reduction in force:

1. Temporary before permanent.
2. Employees with unsatisfactory records before Employees with satisfactory records. In the case of evaluations, an Employee shall not be considered unsatisfactory until the Employee's performance is determined to be unsatisfactory in two consecutive evaluations.
3. Employees with short service before Employees with long service.

-112 Recall from Layoff. Recall is the reinstatement of a laid-off Employee to active status within the period as defined in the provision on seniority **AS PROVIDED IN ARTICLE 114 BELOW**. In the event of recall, the Employee will retain the original service date and will receive FTE service credit for up to two (2) years for the period of layoff as specified in Article 7, paragraph 46, #4. Accrued sick leave will be reinstated when the Employee returns to work. Copies of notices of recall shall be sent to the Association Chairperson.

-NEW PARAGRAPH EMPLOYEES SHALL NOT BE REQUIRED TO ACCEPT A BYPASS INTERVIEW OPPORTUNITY TO A VACANT POSITION IN A REPRESENTED WORK LOCATION OTHER THAN THE CURRENT WORK LOCATION. SHOULD A BYPASS INTERVIEW OPPORTUNITY AT ANOTHER REPRESENTED WORK LOCATION BE OFFERED AND REJECTED BY THE EMPLOYEE, NO FURTHER BYPASS INTERVIEW OPPORTUNITY SHALL BE OFFERED FOR THAT REPRESENTED WORK LOCATION DURING THE REMAINING RECALL PERIOD.

-113 To be eligible for recall from layoff, the Employee must satisfy the following requirements:

1. Must be a regular Employee.
2. Must have been scheduled to work half-time or more.
3. Must have completed the probationary period.

-114 In the event that during a period of layoff there is a vacant position, the **TWO (2)** Employees with the greatest length of service ~~WHO will be recalled to vacant positions first, provided he/she~~ meets the minimum requirements and is **ARE** capable of performing the duties of the position within a ninety (90) day evaluation period **SHALL, WITH NO OBLIGATION TO HIRE THE BYPASS CANDIDATE(S), BE ADDED TO THE LIST OF CANDIDATES TO BE INTERVIEWED AS PROVIDED IN PARAGRAPH 99.**

An Employee who meets the minimum requirements for a vacant position and who is **NOT ADDED TO THE LIST OF CANDIDATES TO BE INTERVIEWED** ~~denied the ninety (90) day evaluation period~~ shall receive written reasons documenting **THE EMPLOYER'S DECISION** ~~why the Employee was not selected for the evaluation period~~ with a copy to the Chairperson of the Association.

Upon request, the Employee shall have an opportunity to meet with a representative of MSU Human Resources to review and discuss the reasons ~~for non-selection~~. **EMPLOYEES WILL NOT BE ADDED TO THE INTERVIEW LISTS UNDER THIS PROVISION IN ANY CASE WHERE THE POSTING HAS CLOSED AND A LIST OF CANDIDATES HAS BEEN SENT TO THE EMPLOYING UNIT.**

-115 An Employee on layoff status will lose all recall rights and be terminated upon the occurrence of any of the following:

1. Unreasonable refusal to be available for an interview.
2. Refusal to accept a position offered **IN THE CURRENT WORK LOCATION AS DEFINED IN CLAUSE 112 ABOVE** if the salary offered is equivalent to eighty (80) percent or more of the Employee's salary before layoff.
3. Expiration of the recall eligibility period referred to in the provision on seniority.

-116 Units

Discuss and update the lists.

-117 Layoff Transition Adjustment

An Employee shall be eligible for a Layoff Transition Adjustment if the affected Employee meets the following eligibility requirements:

1. The Employee must have six (6) or more years of seniority at the time of layoff.
2. The Employee must actually be laid off.
3. The Employee must be willing to take a position paying at least 80 percent of current salary **OFFERED IN THE CURRENT WORK LOCATION AS DEFINED IN CLAUSE 112 ABOVE.**
4. The Layoff Transition Adjustment is not payable until after the affected Employee is on layoff for a minimum of 120 calendar days.

In the event the laid off Employee meets the criteria set forth above, the Employee may, at his/her option, elect to accept a Layoff Transition Adjustment based on the following schedule:

<u>University Seniority</u>	<u>Transition Adjustment</u>
6 years	4 weeks salary
7 years	5 weeks salary
8 years	6 weeks salary
9 years	7 weeks salary
10 years	8 weeks salary
11 years	9 weeks salary

12 years	10 weeks salary
13 years	11 weeks salary
14 years	12 weeks salary
15 years	13 weeks salary
16 years	14 weeks salary
17 years or more	15 weeks salary

An Employee who elects to receive the Layoff Transition Adjustment will no longer be eligible for recall. An Employee who may be eligible for University Retirement may elect the Layoff Transition Adjustment and still be eligible for all benefits afforded a retiree.

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19

[Signature]
Union Representative

9/25/2019
Date

[Signature]
University Representative

9/25/19
Date

Article 20.
Paragraph 150, 154

ARTICLE 20

LEAVES OF ABSENCE WITHOUT PAY

...

II. Absences Without Pay Including Layoff (Exceeding 10 Days)

-150 All leaves of absence must be approved by the supervisor, the administrative head of the unit and/OR MSU Human Resources. They may be taken for reasons as specified in paragraph 154.

...

-154 Eligible Employees with the approval of their supervisor(s) and/OR MSU Human Resources may be authorized to take unpaid leaves for up to two (2) years for the following:

- A. Sickness and disability.
- B. Settlement of an estate.
- C. Serious illness of a member of the Employee's family as defined under the bereavement leave provisions of this Agreement.
- D. Child care when the Employee is the parent or designated guardian.
 - (1) Parent or guardian must provide evidence that the child needs special care.

- (2) Evidence demonstrating that only the parent or guardian can deliver this special care.
 - (3) Such special care would require absence from work.
- E. **UNTIL JANUARY 1, 2021**, 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.
- F. Governmental service if elected to a full-time term of office, and if holding an elective office. Subsequent elections shall extend this leave.
- G. Educational leave after two (2) years of employment.
- H. To accompany spouse when spouse accepts University reassignment from MSU.
- I. Extended vacation after two (2) years of employment.
- J. **PARENT OR IMMEDIATE FAMILY MEMBER OF MILITARY SERVICE MEMBER WHILE THE MILITARY MEMBER IS ON LEAVE.**
- K. Other reasons deemed appropriate by the Employer.

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article 21.
Paragraph 160, 161

ARTICLE 21

Vacation Pay

...

~~-160 Vacation is to be taken and reported in full hour increments.~~

-161 **THE A maximum of eight (8) hours OF pay may be made for each day of vacation IS LIMITED TO THE HOURS THE EMPLOYEE IS REGULARLY SCHEDULED TO WORK.** This may vary for persons on a flexible appointment.

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19

[Signature]
Union Representative

9/25/2019
Date

[Signature]
University Representative

9/25/19
Date

Article 22.

Paragraph 173

ARTICLE 22

PERSONAL LEAVE DAYS

...
-173 Begins on date of hire, rehire, or change to regular status of half-time or more. Personal leave days should be approved by the Employee's supervisor, in advance if possible. Personal leave is to be taken and reported in ~~one hour~~ **TENTHS OF AN HOUR** increments. ~~A THE~~ maximum ~~of eight (8) hours' OF pay may be made for each day of absence~~ **IS LIMITED TO THE HOURS THE EMPLOYEE IS REGULARLY SCHEDULED TO WORK** (may vary for persons on a flexible appointment). Each hour paid to an Employee shall be paid at the base rate of pay and shall not include shift premium or other premium payment. The Employee may use all personal leave days before commencing a leave of absence without pay. Personal leave days may be used to supplement Workers' Compensation up to a maximum of eight (8) hours' total pay for each day of absence. Personal leave days may not be used to provide payment for absence due to disciplinary suspension.
...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article 24.
Paragraph 180, 184

ARTICLE 24

SICK LEAVE

-180 The University grants regular staff working half-time or more and temporary staff working ~~half-time or more~~, paid time off due to illness. Employees accrue sick leave credits in accordance with the following requirements.

...

-184 A physician's statement may be required before approval of payment of sick leave. Payment of sick leave is authorized in tenths of an hour. ~~Reporting of cumulative sick leave usage is made in full hour increments.~~

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article: 27

Paragraph: 202, 219, 221

ARTICLE 27

FLEXIBLE APPOINTMENTS

-202 Flexible appointments are appointments of Administrative Professional staff providing between 75 and 95 percent time equivalent salary over a calendar year, with some fringe benefits equivalent to full-time appointments. A flexible appointment is a voluntary commitment by an Employee to a specific schedule of work. Flexible appointments may be in one of the following forms:

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

Type 2: 75-89% scheduled time active employment over the entire calendar year ~~(30-35 hours per week)~~ with a part-time equivalent salary.

...

219- Employees volunteering for flex-leaves must ~~sign the PAN~~ **APPROPRIATELY DOCUMENT THEIR** form signifying the voluntary concurrence with their change in status. This action is subject to the review and approval of MSU Human Resources.

...

-221 Flexible appointees:

1. Receive the University contribution toward health care.

2. Have Long-Term Disability, Dental and ~~Expanded~~ **BASIC** Life Coverage.¹
3. May maintain group life and optional accident coverage. ~~Prior to a flex-leave, advance deductions for applicable Employee contributions for health, life and accident coverage are automatically taken to cover the flex-leave period. In the event that insufficient notice of flex-leave is received, the Benefits office~~ **MSU HR** will bill Employees **FOR APPLICABLE EMPLOYEE DEDUCTIONS RELATED TO BENEFITS** ~~for these amounts..~~

...

¹Subject to all current eligibility requirements. Staff members otherwise eligible for Long-Term Disability continue their eligibility during the leave with benefits as well as during active employment; however, benefit payments do not begin during the leave with benefits. The base salary for the period of active employment before the flex-leave is used to determine benefits.

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article: 31

Paragraph: 261

ARTICLE 31

BEREAVEMENT DAYS

...

-261 Allowed bereavement days may be taken any time during the period including the day of death and the day following the funeral. **TO BE USED WITHIN SIX MONTHS AFTER THE DEATH.**

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article: 34

Paragraph: 268

ARTICLE 34

ACCIDENTAL DEATH AND DISMEMBERMENT PROGRAM

...

-268 The program is entirely funded from Employee premiums, and rates are subject to future group experience. Employees may enroll within ~~60~~ **THIRTY (30)** days of initial employment or during a scheduled open enrollment period.

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article: 35

Paragraph: 270, 272

ARTICLE 35

DENTAL PLAN

...

-270 - Dental coverage is provided for eligible Employees, retirees, survivors of retirees and eligible dependents. The plan pays 50% of usual and customary charges for most dental services as defined in the Master Policy. Employees must enroll within ~~sixty (60)~~ **THIRTY (30)** days of initial employment or during a scheduled open enrollment. Coverage terminates at the end of the month employment terminates unless the Employee is an official Michigan State University Retiree.

...

-272 ~~No application is necessary and coverage is automatic upon employment. Coverage terminates on the Employee's last day of employment unless the Employee is an official Michigan State University retiree.~~ This benefit continues for Employees on layoff or on approved leave of absence.

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19



Union Representative

9/25/2019

Date



University Representative

9/25/19

Date

Article: 36

Paragraph: 277

ARTICLE 36

EMPLOYEE PAID LIFE PLAN

...

-277 Eight ~~plans~~ **"SALARY INDEXED LEVELS"** of coverage are offered **BASED ON ANNUAL SALARY**. ~~Four of the plans provide "fixed" amounts of life coverage based upon flat monthly premiums. The other four options provide "salary indexed" life benefits, which are a multiple of annual salary. Contributions for the salary indexed options are a percent of salary.~~ Benefits may also be selected for eligible dependents. The benefit is decreasing term with no cash or loan value. The program is entirely funded from Employee contributions, and rates are subject to future group experience. Employees may enroll within ~~sixty (60)~~ **THIRTY (30)** days of initial employment or during a scheduled open enrollment period.

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article: 38

ARTICLE 38

~~EXPANDED~~ BASIC LIFE PLAN

-282 The University provides an ~~Expanded~~ **BASIC EMPLOYER** Life Plan for regular full-time staff. The benefit is payable in the event of death. The benefit is an amount of coverage equal to the Employee's basic annual salary. The maximum benefit is \$50,000. The University pays the entire cost of the coverage and no application is necessary. Coverage is automatic and effective the first day of employment.

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article 41

Paragraph 297, 305, 306, 307

ARTICLE 41

EDUCATIONAL ASSISTANCE

...

-297 Employees on layoff, as defined in Article 16, Reduction in Force, shall be provided consideration for training programs offered through MSU Human Resources on a "space available" basis without cost to the Employee. The determination of "space available" shall be in the sole discretion of the Employer. ~~The Foundations of Effective Leadership series, the Planning and Organizing for PALM Users programs, and other~~ **COURSES**/programs determined by the Employer to require high cost materials to be provided to participants shall be exempt from this provision.

...

-305 - Employees may apply for reimbursement and release time for job **AND/OR CAREER**-related Professional Development courses which are offered through the University Outreach (e.g., lifelong education, **AND** continuing education ~~and evening college~~), ~~MSU computing and technology training programs, Davenport College, Lansing Community College, and high school adult education programs or other MSU Human Resources approved educational/training programs.~~

~~-306 - Employees may apply for reimbursement (without release time) for career-related Professional Development courses which are offered through the University Outreach (e.g., lifelong education, continuing education and evening college), MSU computing and technology training programs, Davenport College, Lansing Community College, and high school adult education programs or other MSU Human Resources approved educational/training programs. In such cases, MSU Human Resources shall have the sole right to determine career relatedness~~

-307 If Professional Development courses only are being taken during an academic year, reimbursement will not exceed ~~eight~~ **NINE** hundred (**\$900.00**) dollars.

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article: 42

Paragraph: 326, Footnote

ARTICLE 42

COURSE FEE COURTESY PROGRAM

-326 Request for application forms or questions regarding the Course Fee Courtesy Program should be directed to ~~the~~ **MSU** Human Resources ~~Benefits~~.

...

REMOVE SAME-SEX DOMESTIC PARTNER FROM ARTICLE

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

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article: 43

Paragraph: 332, 333

ARTICLE 43

RETIREMENT PLAN

...

-332 Administrative Professional Employees may optionally elect immediate participation in the MSU 403(b) Base Retirement Plan and/or ~~MSU 457(b) Deferred Compensation Plan~~, upon employment, or may delay participation for up to twenty four (24) FTE service months from their appointment date or to the 35th birthday, whichever is later, at which time participation is required. Once required participation begins, the Employee must continue contributing to the MSU 403(b) Base Retirement Program while employed at the University.

Other Retirement Information

-333 Additional MSU 403(b) ~~Base~~ Retirement Program contribution for Employees hired on or after July 1, 2010.

1. For regular Employees hired on or after July 1, 2010, the Employer will make additional contributions to the MSU 403(b) ~~Base~~ Retirement Program as set forth below.
2. Effective January 1, 2016, for benefits eligible Employees whose most recent hire date is on or after July 1, 2010, the University will, upon hire, contribute one-half percent (0.5%) of the Employee's retirement eligible earnings into a separate Employer contribution account within the existing MSU 403(B) ~~retirement plan~~ **RETIREMENT PLAN** on a pay period basis.

After 120 Vacation Service Months, the University's contribution increases to three-quarters of a percent (0.75%) of retirement eligible earnings.

A. MSU's contributions will be deposited into a default investment fund initially at an MSU-designated retirement vendor; the Employee can redirect to fund(s) of their choice by selecting from core options available in the 403(B) ~~retirement plan~~ **RETIREMENT PLAN** on including the brokerage accounts. Additional information on the default and options investments is available at **THE MSU HUMAN RESOURCES WEBSITE.** ÷

http://www.hr.msu.edu/benefits/retirement/retirement_enrollment_guide.pdf

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

3. Other Provisions:

A. Continuous service months are calculated as the period beginning at the date of active employment. The Employee must be actively employed for each month.

B. Periods of inactive service will adjust the calculation for reaching the continuous service requirement.

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article 44

Paragraph 334, 336

ARTICLE 44

HEALTH CARE COVERAGE

-334 Health care programs ~~for the life of this Agreement~~ are subject to the 2014-2017 **JANUARY 1, 2018 TO DECEMBER 31, 2021** Memorandum of Understanding between Michigan State University and the MSU Coalition of Labor Organizations (MSU/Coalition Memorandum) separately ratified and signed by the Administrative Professional Association. **IN THE EVENT THE PARTIES TO THE HEALTH CARE MEMORANDUM OF UNDERSTANDING ARE UNABLE TO REACH AN AGREEMENT, EITHER THE UNION OR THE EMPLOYER MAY DEMAND TO BARGAIN INDIVIDUALLY REGARDING HEALTH BENEFITS COVERAGE UPON EXPIRATION OF THE 2018-2021 MEMORANDUM OF UNDERSTANDING.**

1. Prescription Drug

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

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 paid 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 optional 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 the Benefits Office. An Employee who falsifies any information will be responsible for making the University whole for its health care expenditures on his/her behalf.~~

3. Coverage for Married Couples and Other Eligible Individuals

A married couple or Other Eligible Individual must elect one of the options contained in the MSU/Coalition Memorandum.

The foregoing options remain subject to otherwise applicable conditions and limitations regarding eligibility and proportional benefits.

...

-336 A. Employees should enroll within ~~60~~ **THIRTY (30)** days of employment or within 30 days of an appointment to an eligible status or during annual open enrollment.

B. Employees eligible for MSU health care coverage are eligible to waive the MSU health care coverage each year during the annual health care plan open enrollment to be effective July 1 through June 30. Employees waiving coverage receive up to a \$600.00 payment made in the month of July of the next plan year. Reenrollment into the MSU health plan will be allowed during the year if proof of involuntary loss of other health care coverage is provided within ~~thirty-one (31)~~ **THIRTY (30)** days of loss of coverage. The individual would no longer be eligible for the full lump-sum payment, but would be paid for the waived coverage on a pro-rata basis as provided for on the MSU health care waiver form.

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article: 47

Paragraph: 339, 347, 351

ARTICLE 47

AGREEMENT

-339 THIS AGREEMENT entered into this ~~tenth~~ day of September ~~25, 24, 2014~~ **2019**, between the Board of Trustees of Michigan State University (hereinafter referred to as the "Employer") and the Michigan State University Administrative Professional Association, MEA/NEA (hereinafter referred to as the "APA" or "the Association").

...

TERMINATION AND MODIFICATION

-347 This Agreement shall continue in full force and effect until 11:59 p.m., September 30, ~~2019~~ **2023**.

...

EFFECTIVE DATE

-351 This Agreement shall become effective October 1, ~~2015~~ **2019 OR UPON FULL**

RATIFICATION WHICHEVER IS LATER. IN WITNESS WHEREOF, the parties have set their hands

this ~~twenty-fourth~~ 25 day of September, ~~2015~~ **2019**.

...

MICHIGAN STATE UNIVERSITY
**ADMINISTRATIVE PROFESSIONAL
ASSOCIATION/MEA, NEA**

MICHIGAN STATE UNIVERSITY

Update Signatures

...

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article LOA

LOA

THE UNIVERSITY IS WILLING TO MEET FOR CONSIDERATION TO INCLUDE DISCUSSIONS ON IMPROVED OR ENHANCED DENTAL INSURANCE INTO THE COALITION OF LABOR ORGANIZATIONS AT MSU/JHCC FRAMEWORK. IT IS UNDERSTOOD THAT THERE IS NO OBLIGATION ON THE PART OF EITHER THE UNIVERSITY OR THE UNION TO AGREE TO INCLUDE DENTAL INSURANCE INTO THE COALITION OF LABOR ORGANIZATIONS AT MSU/JHCC FRAMEWORK AND THAT INCLUSION IS SUBJECT TO AGREEMENT BY OTHER MEMBERS OF THE COALITION OF LABOR ORGANIZATIONS AT MSU/JHCC.

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article LOA

LOA

HONORING DIVERSITY AND INCLUSION

THE UNION AND THE EMPLOYER SHARE THE GOAL OF IDENTIFYING WAYS IN WHICH MSU CAN PROMOTE DIVERSITY AND INCLUSION ACROSS CAMPUS. SUPPORT OF PARTICIPATION IN MARTIN LUTHER KING, JR. CELEBRATION ACTIVITIES IS ONE WAY TO MEET THIS GOAL.

THE EMPLOYER AGREES TO ENCOURAGE FLEXIBILITY FOR EMPLOYEES WHO DESIRE TO PARTICIPATE IN SPONSORED EVENTS TO CELEBRATE MARTIN LUTHER KING, JR. DAY AS WELL AS OTHER OPPORTUNITIES TO INCREASE SENSITIVITY TO DIVERSITY AND INCLUSION.

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article LOA

LOA

PARENTAL LEAVE

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

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

EFFECTIVE DATE

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

ELIGIBILITY

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

- HAVE BEEN CONTINUOUSLY EMPLOYED WITH MICHIGAN STATE UNIVERSITY FOR AT LEAST 24 CONSECUTIVE MONTHS PRIOR TO COMMENCEMENT OF THE LEAVE.
- HAVE WORKED AT LEAST 1,250 HOURS DURING THE 12 CONSECUTIVE MONTHS IMMEDIATELY PRECEDING THE DATE THE LEAVE WOULD BEGIN.
- BE A FULL- TIME REGULAR EMPLOYEE (PART-TIME, TEMPORARY EMPLOYEES AND ON CALL ARE NOT ELIGIBLE FOR THIS BENEFIT).

- **MEET ONE OF THE FOLLOWING:**
 - **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 FOUR (4) WEEKS (OR FIVE (5) WEEKS FOR LEAVES COMMENCING ON OR AFTER JANUARY 1, 2022, OR SIX (6) WEEKS FOR LEAVES COMMENCING ON OR AFTER JANUARY 1, 2023) OF PAID PARENTAL LEAVE IN ANY TWELVE-MONTH PERIOD, REGARDLESS OF WHETHER MORE THAN ONE BIRTH, ADOPTION, GUARDIANSHIP OR FOSTER PLACE PLACEMENT OCCURS.**

AMOUNT, TIME FRAME, AND DURATION OF PAID PARENTAL LEAVE

- **EFFECTIVE WITH LEAVES COMMENCING ON OR AFTER JANUARY 1, 2021:**
ELIGIBLE EMPLOYEES WILL RECEIVE A MAXIMUM OF FOUR (4) WEEKS OF PAID PARENTAL LEAVE PER BIRTH, ADOPTION, OR PLACEMENT OF A CHILD/CHILDREN. THE FACT THAT A MULTIPLE BIRTH, ADOPTION, OR PLACEMENT OCCURS (E.G., THE BIRTH OF TWINS OR ADOPTION OF SIBLINGS) DOES NOT INCREASE THE TOTAL AMOUNT OF PAID PARENTAL LEAVE GRANTED FOR THAT EVENT. IN ADDITION, IN NO CASE WILL AN EMPLOYEE RECEIVE MORE THAN FOUR (4) WEEKS OF PAID PARENTAL LEAVE IN A ROLLING 12-MONTH PERIOD, REGARDLESS OF WHETHER MORE THAN ONE BIRTH, ADOPTION, OR FOSTER CARE PLACEMENT EVENT OCCURS WITHIN THAT 12-MONTH TIME FRAME.
- **EFFECTIVE WITH LEAVES COMMENCING ON OR AFTER JANUARY 1, 2022:**
ELIGIBLE EMPLOYEES WILL RECEIVE A MAXIMUM OF FIVE (5) 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 FIVE (5) WEEKS OF PAID PARENTAL LEAVE IN A ROLLING 12-MONTH PERIOD, REGARDLESS OF WHETHER MORE THAN ONE BIRTH, ADOPTION, OR FOSTER CARE PLACEMENT EVENT OCCURS WITHIN THAT 12-MONTH TIME FRAME.
- **EFFECTIVE WITH LEAVES COMMENCING ON OR AFTER JANUARY 1, 2023:**

ELIGIBLE EMPLOYEES WILL RECEIVE A MAXIMUM OF SIX (6) WEEKS OF PAID PARENTAL LEAVE PER BIRTH, ADOPTION, OR PLACEMENT OF A CHILD/CHILDREN. THE FACT THAT A MULTIPLE BIRTH, ADOPTION, OR PLACEMENT OCCURS (E.G., THE BIRTH OF TWINS OR ADOPTION OF SIBLINGS) DOES NOT INCREASE THE TOTAL AMOUNT OF PAID PARENTAL LEAVE GRANTED FOR THAT EVENT. IN ADDITION, IN NO CASE WILL AN EMPLOYEE RECEIVE MORE THAN SIX (6) WEEKS OF PAID PARENTAL LEAVE IN A ROLLING 12-MONTH PERIOD, REGARDLESS OF WHETHER MORE THAN ONE BIRTH, ADOPTION, OR FOSTER CARE PLACEMENT EVENT OCCURS WITHIN THAT 12-MONTH TIME FRAME.

- PAID PARENTAL LEAVE IS COMPENSATED AT 100 PERCENT OF THE EMPLOYEE'S REGULAR, STRAIGHT-TIME PAY. PAID PARENTAL LEAVE WILL BE PAID ON A MONTHLY BASIS ON REGULARLY SCHEDULED PAYROLL DATES.
- PARENTAL LEAVE IS INTENDED TO BE TAKEN AS A SINGLE, CONTINUOUS BLOCK OF TIME.
- PAID PARENTAL LEAVE SHALL BE TAKEN WITHIN TWELVE (12) MONTHS OF THE QUALIFYING EVENT.
- UPON TERMINATION OF THE INDIVIDUAL'S EMPLOYMENT AT MICHIGAN STATE UNIVERSITY, SHE OR HE WILL NOT BE PAID FOR ANY UNUSED PAID PARENTAL LEAVE FOR WHICH SHE OR HE WAS ELIGIBLE.

COORDINATION WITH OTHER POLICIES

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

PERIOD OF TIME THAT THE EMPLOYEE IS ON PAID PARENTAL LEAVE AS IF THE EMPLOYEE WERE ON FMLA-QUALIFYING LEAVE.

REQUESTS FOR PAID PARENTAL LEAVE.

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

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article: LOA

NEW PARAGRAPH - UPON REQUEST FROM THE UNIVERSITY, THE UNION AGREES TO NEGOTIATE OVER THE USE OF "POOL AND SHADOW POSTINGS" DURING THE TIME THIS CONTRACT IS IN EFFECT. A POOL POSTING IS A POSTING THAT WILL HAVE MULTIPLE OPENINGS BEHIND A SINGLE MAIN POSTED VACANCY. A SHADOW POSTING IS A POSTING WITH MULTIPLE GRADE LEVEL OPENINGS BEHIND A SINGLE MAIN POSTED VACANCY AND CANDIDATES SELECTED FOR THE HIRE ARE PLACED INTO THE MOST APPROPRIATE CLASSIFICATION AND GRADE LEVEL BASED ON THEIR EDUCATION, YEARS OF EXPERIENCE, AND OTHER RELEVANT FACTOR(S) CONSIDERED WHEN MAKING THE HIRE.

TENTATIVE AGREEMENT WAS REACHED ON 9/25/19


Union Representative

9/25/2019
Date


University Representative

9/25/19
Date

Article: LOA

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.