

MICHIGAN STATE UNIVERSITY

Letter of Agreement
Between
Michigan State University, the Employer
And
Administrative-Professional Association, the Union

WHEREAS, the parties acknowledge and agree that neither Michigan State University (hereinafter "the University" or "the Employer") nor the Administrative-Professional Association (hereinafter "the Union") is under any obligation to engage in mid-contract term negotiations or discussions, but at the request of the University, the Union voluntarily agreed to undertake such discussions;

WHEREAS, the parties acknowledge and agree that the coronavirus/COVID-19 pandemic caused the University to transition to mostly remote learning. As a result, a plan is required to address the staffing needs that now exist in Residential and Hospitality Services ("RHS") due to the lack of student workers available and additional COVID-19 work that will need to be staffed;

WHEREAS, the parties have worked to come to an understanding in the best interests of the University and its employees;

NOW THEREFORE, as a result of discussions between the Parties, the following is hereby agreed as an addition to the Collective Bargaining Agreement between Michigan State University and the Administrative-Professional Association. The Union and the University agree this Letter of Agreement is part of the parties' collective response to the coronavirus/COVID-19 pandemic and will not set precedent in any other matter. Nor shall it override the provisions of the "furlough agreement" (hereinafter referred to as the "Furlough LOA/MOU") dated May 6, 2020 where such provisions are specific to furloughs and rights of recall.

1. Due to the University's change in transitioning to mostly remote learning, the University has seen a drastic reduction in students staying in the resident halls. As a result, the University has, and will, need to reduce the number of employees in RHS. This has, and will, involve placing some employees on an unpaid furlough, including employees who have been recalled from a prior furlough. As of September 21, 2020, RHS had 198 unfilled vacant positions available. Of the 198 unfilled RHS positions, 35 are positions within a bargaining unit represented by the APA, APSA, CTU or AFSCME Local 1585 and



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163 are unfilled student positions formerly held by students or additional COVID-19 work (hereinafter referred to as "bonus jobs").

2. Also, as of September 21, 2020, 310 RHS employees are on furlough or may be subject to the Furlough LOA/MOU. The Administrative-Professional Association represents 51 of these employees.
3. To address the needs that exist to fill RHS "bonus jobs" and to have the University's full-time staff working, the University will fill the 198 positions as follows:

- a. The University shall follow the Furlough LOA/MOU entered between the parties by continuing to recall employees from an unpaid furlough within a unit [defined as within a unit (as defined in paragraph 118 of the parties 2019 to 2023 Collective Bargaining Agreement)] and within the primary work location that was affected by unpaid furloughs and within the affected classification.
- b. If positions within the bargaining unit remain vacant without an affected furloughed employee to place or recall pursuant to paragraph (3)(a) above, the University may then place or recall employees within the affected classification but potentially to a different work unit [defined as within a unit (as defined in paragraph 118 of the parties 2019 to 2023 Collective Bargaining Agreement)] or work location within RHS based on university seniority and ability to do the work.
- c. If positions within the bargaining unit remain vacant without an affected employee to recall or place pursuant to paragraph 3(b) above, the University may place or recall employees outside of the affected classification but within the applicable bargaining unit to a different work unit [defined as within a unit (as defined in paragraph 118 of the parties 2019 to 2023 Collective Bargaining Agreement)], and/or work location within RHS. Seniority and the ability to do the work will be used to determine who is recalled under this paragraph. In instances where employees are performing work at a higher rated job, the applicable collective bargaining agreement will determine any additional compensation.
- d. The University may fill the "bonus jobs" that remain vacant after the process detailed in paragraphs 3(a), 3(b), and 3(c) above by offering work to a specified number of RHS employees still out on furlough/without work. The specified number is calculated by adding together the total number of all RHS employees still out on furlough and all active RHS employees without work in 1585, APA, APSA and CTU (this will be called "A") and then dividing the number of each individual union's RHS employees still on

furlough/without work by A. This will determine what percent of the total number of "bonus jobs" each of the four listed unions' RHS employees will be offered. The Administrative-Professional Association will be offered 28 bonus jobs.

- e. The University will submit a list to the Union of employees assigned to "bonus jobs." The "bonus jobs" will be offered based on the employee's university seniority and the ability to do the work. Regarding the bonus jobs, the University will also provide a simple description of the job and the estimated hours/shift. If known, the University will also provide the Union with estimated duration for bonus jobs that are anticipated to end within two (2) weeks or less recognizing that bonus jobs have no guaranteed duration. The Union will have three (3) business days after receiving the list to raise any issues concerning whether this criteria was followed. The assignments will be offered to the listed employees on the fourth (4th) business day.
 - i. Final assignments are in the sole discretion of the University.
 - ii. Every reasonable effort will be made to place the most senior employees in the corresponding number of "bonus jobs" for each bargaining unit.
- f. The University may not make this selection, or non-selection, for reasons that would constitute discrimination against any protected classification recognized by law or University policy, including those who have engaged in concerted or protected activity under Michigan's Public Employment Relations Act.
- g. Any employee experiencing a shift change of two (2) or more hours due to a "bonus job" will be given two (2) calendar days' notice.
- h. The University and Union agree that, while working in a position under this Letter of Agreement, an employee placed under this paragraph will:
 - i. Remain in the classification and position they held immediately prior to being placed on their most recent furlough;
 - ii. Maintain the same rate of pay and benefit level as the position they most immediately held prior to being placed on unpaid furlough and shall continue to accrue and maintain other benefits as set forth in the applicable collective bargaining agreement. Employees will remain responsible for any employee contributions that are owed.
 - iii. The University and the Union agree that when a potential "bonus job" is offered under paragraph (3)(d) above, the

affected employee may refuse the placement. If the affected employee refuses the placement, the employee will remain or be placed on unpaid furlough status until recalled in accordance with the Furlough LOA/MOU dated May 6, 2020. Such refusal of a "bonus job" shall not constitute a refusal of recall under the applicable collective bargaining agreement or under the Furlough LOA/MOU.

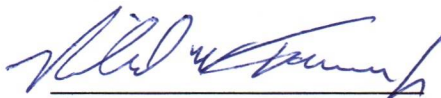
- iv. The University and the Union agree that accepting a "bonus job" will not interfere with an employee being called back to work to a bargaining unit position according to the terms of the Furlough LOA/MOU. Employees do not waive any rights that they may have to recall under the furlough agreements.
 - v. The University agrees to provide basic training to employees who are placed in "bonus jobs" to include the name(s) of the supervisor(s). It is the goal of the employer and the union that these members succeed.
- 4. Except for paragraph three (3) above, all other terms in the Furlough LOA/MOU will continue to have full force and effect.
 - 5. The University may determine whether the affected employee is capable of performing the work of a placement under 3(c) or 3(d) above. If it is determined that an employee who is actively working cannot perform the work, a seven (7)-day notice of furlough will be afforded to the employee. This shall not be subject to the grievance procedure in the parties' Collective Bargaining Agreement. The employee, at their own discretion, may terminate their placement in the work of a placement under 3(d) above with a seven (7)-day notice to the Employer. The employee will be placed on furlough status.
 - 6. Nothing derogatory will be placed in an employee's file if the employee is unable to perform the work of a placement under 3(d) above. An inability to perform the work will not result in discipline and will not affect future evaluations or merit pay considerations. The Employer and the Union agree that discipline of a member for anything other than inability to perform the duties while placed in a position under 3(d) above will follow the terms of the CBA for resolution of disputes.
 - 7. As the "bonus job" work ends or is able to be staffed by student employees, the affected employees will be placed on furlough status. It is expressly understood that the University is under no obligation to keep any number of employees in any bargaining unit employed for any specific duration of time.

8. The University and Union agree that bonus job positions/work assigned pursuant to this Agreement will not be considered exclusive bargaining unit work.
9. The terms of this Letter of Agreement shall only apply to RHS and shall have no application outside of the RHS.
 - a. The parties agree that they have fully negotiated the above terms and the Union will not pursue any grievance, arbitration demand, complaint, charge, lawsuit, or challenge of any type raising issues addressed above. Provided, however, a grievance may be used for enforcement of the terms of this Letter of Agreement. Any such grievance will be initiated at Step 3 of the grievance procedure in the applicable collective bargaining agreement.
 - b. Additionally, the Union agrees it will not file a grievance related to the University's rescinding of recall notices or subsequent furloughs.

The parties agree they have fully negotiated and satisfied any obligation to bargain over, the following:

- a. the decision, and effects thereof, not to implement the University's policy concerning modified operations; and
 - b. decisions to, and effects thereof, requiring or not allowing RHS employees to report to their unit, work location, or classification.
10. If the Federal or State government enacts any law after the execution of this agreement which impacts the terms of this Letter of Agreement, the parties will meet and discuss the effects.
 11. The parties agree the terms of this agreement are unique to the situation presented by the global coronavirus/COVID-19 pandemic and shall not set any form of precedent in any other matter.
 12. This agreement shall expire upon the expiration of the Furlough LOA/MOU.

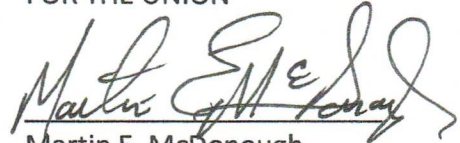
FOR THE EMPLOYER



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

Date: 9/25/2020

FOR THE UNION



Martin E. McDonough,
President
Administrative-Professional
Association

Date: 9/22/2020