



COLLECTIVE BARGAINING AGREEMENT

between

MICHIGAN STATE UNIVERSITY

and

Spartan Skilled Trades Union



December 23, 2022 – June 30, 2026

PREFACE

- 1 The Board of Trustees of Michigan State University and Spartan Skilled Trades Union recognize their moral and legal responsibilities under federal, state, and local laws relating to fair employment practices.
- 2 The Employer and the Union shall adhere to the non-discrimination policies adopted by the Board of Trustees and to applicable federal, state, and local non-discrimination laws and regulations.

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AGREEMENT

- 3 This Agreement entered into this Twenty-third Day of December, 2022, between the Board of Trustees of Michigan State University (hereinafter referred to as the "Employer") and Spartan Skilled Trades Union (hereinafter referred to as the "Union").

ARTICLE 1

PURPOSE AND INTENT

- 4 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.
- 5 The parties recognize that the interest of the Employer and job security of the employees depend upon the Employer's success in establishing a proper service to the State.
- 6 To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.
- 7 Accordingly, the officials representing the Employer and the Union will from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet for the purpose of appraising the problems which have arisen in the application, administration and interpretation of this Agreement and which may be interfering with the attainment of their joint objective as set forth above. Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. This article is not a grievable item.

ARTICLE 2

RIGHTS OF THE EMPLOYER

- 8 The Employer and the Union expressly agree that, except as abridged by this Agreement, all powers, rights, and authority of the Employer are reserved by the Employer, and that the Employer retains sole and exclusive control over any and all matters concerning the operation, management, and administration of the University, the control of its properties and the maintenance of order and efficiency of the workforce, and complete authority to exercise those rights and powers, including, by way of illustration but not by way of limitation, the exclusive right and authority:
1. To determine the type, kind, and schedule of services to be rendered and the work to be performed by employees covered by this Agreement;
 2. To make all financial decisions;
 3. To determine the number, location, or relocation of facilities;

4. To determine its organizational and business structure;
5. Whether to purchase services from others;
6. To discipline, suspend, or discharge employees for just cause;
7. To lay off employees;
8. To determine the amount and type of supervision;
9. To determine the method and means by which work shall be performed and services provided;
10. To determine the number and qualifications of employees;
11. To adopt and enforce policies, rules and regulations;
12. To determine quality and performance standards; and
13. To establish, modify and eliminate job classifications.

The employer shall have the right to adopt reasonable rules and regulations not inconsistent herewith. If after transmittal to the Union president of rules and regulations, and the Union has not processed a grievance alleging unreasonableness within fourteen (14) calendar days after receipt, the rules and regulations shall no longer be grievable. Thereafter, grievances related to rules and regulations shall be limited to their enforcement and penalties resulting therefrom.

ARTICLE 3

AID TO OTHER UNIONS

- 9 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 4

RECOGNITION

- 10 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, and MERC case no. R18 C-033, May 30, 2018, the Employer does hereby recognize Spartan Skilled Trades Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer in the classifications as set forth in Appendix I excluding temporary, executive, administrative, academic, students, supervisory, professional, technical and clerical personnel.

ARTICLE 5

OCCUPATIONAL GROUPS

11 Occupational Group I

Cabinetmaker
Carpenter
Carpenter II*
Electrician
Glazier
Glazier II*
High Voltage Electrician
High Voltage Electrician – Power Plant
Landscape Services Equipment Mechanic I
Landscape Services Equipment Mechanic II
Locksmith
Locksmith Access Control
Mason
Mechanic Auto I
Mechanic Auto II
Mechanic Blacksmith
Mechanic Electronics
Mechanic Elevator I
Mechanic Elevator II
Mechanic Fire Alarm Systems
Mechanic Heating Systems
Mechanic Heating Ventilation Air Conditioning (HVAC)
Mechanic Maintenance
Mechanic Metal Worker
Mechanic Refrigeration
Mechanic Telecommunication
Mechanic Water Treatment
Painter
Painter II*
Pipefitter
Pipefitter/Welder
Plumber
Power Plant Electrician
Preventive Maintenance Worker
Roofer
Roofer II*
Sign Maker
Skilled Trades Inspector
Trades Helper I
Trades Helper II
Upholsterer
Welder

12 Occupational Group II

FTRIB Group Leader
Instrument Maker I
Instrument Maker II
Instrument Maker III
Instrument Maker IV
Phy/Astronomy Research Shop Sr. Des. Fab.
Research Shop Coordinator
Research Trades Assistant I
Research Trades Assistant II

*Employees hired on or after July 1, 2010 will not be eligible for these 915 Level II classifications
Employees currently in the progression path shall proceed according to established procedures.

ARTICLE 6

UNION SECURITY, DUES AND SERVICE CHARGES

13 To the extent allowed by the laws of the State of Michigan, it is agreed that:

1. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time may voluntarily elect to continue membership in the Union.
2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective may voluntarily elect to become members of the Union.
3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement may voluntarily elect to become members of the Union.
4. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits, or any other action arising from this Article or from complying with this Article.

A. Payment by Checkoff

14 Employer will check off initiation fees and biweekly dues, or service charges, on the basis of individually signed voluntary checkoff authorization cards on forms that have been agreed to by the Employer and the Union. Employees shall tender the initiation fee uniformly required as a condition of acquiring membership in the Union and biweekly membership dues, or service charges, by signing the proper authorization for checkoff form and submitting it via e-mail or other electronic means designated by the University. An employee may revoke his/her voluntary checkoff authorization at any time by submitting notice on an authorized form to the Employer's payroll office and Union via e-mail or other electronic means designated by the University. Such forms shall be processed within thirty (30) days of receipt.

- B. Employer Responsibility for Deductions
 - 15 The Employer shall have no responsibility for the collection of initiation fees and membership dues or service charges that are not in accordance with the Union Security Clause of the Agreement.
- C. Delivery of Executed Authorizations for Checkoff
 - 16 A properly executed copy of the voluntary form authorizing checkoff by an employee for whom initiation fees and biweekly membership dues, or service charges, are to be deducted in accordance with the Union Security Clause of the Agreement shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under a properly executed voluntary authorization for checkoff which is in effect. Any authorization for checkoff form, which is incomplete or in error will be returned to the Union Secretary-Treasurer by the Employer.
- D. When Deductions Begin
 - 17 Deductions under all properly executed voluntary authorizations for checkoff shall become effective at the time such authorizations are tendered to the Employer and shall be deducted from the first (1st) pay of the month and biweekly thereafter.
- E. Refunds
 - 18 In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by the Union.
- F. Remittance of Deductions to Secretary-Treasurer
 - 19 Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer as soon as possible after the first pay of that month. The Employer shall furnish the designated financial officer, monthly, with a list of those for whom the Union has submitted signed forms authorizing checkoff, but for whom no deductions have been made. The Union will notify the Office of Employee Relations, in writing, regarding changes in designated Secretary-Treasurer and financial officer.
- G. Termination of Checkoff
 - 20 An employee shall cease to be subject to checkoff deductions within thirty (30) days of the date that he/she revokes his/her voluntary authorization as provided in this Agreement. The Union will be notified by the Employer of the names of such employees following the end of each month in which the revocation or termination took place.

- H. Disputes Concerning Checkoff
- 21 Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an authorization for checkoff, shall be a proper subject for a special conference. Until the matter is disposed of, no further deductions shall be made.
- I. Limit of Employer's Liability
- 22 The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- J. List of Members Paying Dues or Service Charges Directly
- 23 The Employer will furnish the Union a report indicating changes to membership on a monthly basis.
- K. Disputes Concerning Membership
- 24 Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Union, and if not resolved, may be decided at Step III of the grievance procedure
- 25 The Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this article, or in reliance on any list, notice, certification or authorization furnished under this article.

ARTICLE 7

ORIENTATION

- 26 In order that each new bargaining unit member may be made familiar with the bargaining Agreement and their rights, on a one-time basis only, the Employer will permit an orientation. Within one month of the new employee's hire date, a fifteen (15) minute period will be made available during union release time for the new employee and the President or Chief Steward. Such meeting shall be scheduled with the appropriate supervisor with forty-eight (48) hours' notice.

ARTICLE 8

REPRESENTATION DISTRICTS

- 27 The number of representation districts within Infrastructure Planning and Facilities shall reflect the number of supervisors who directly supervise bargaining unit employees. Each representation district shall be composed of employees reporting to

the same supervisor and there will be a steward for each district. Facility for Rare Isotope Beams (FRIB) shall be defined as one (1) Chief steward, (1) District steward, and one (1) alternate steward. All other bargaining unit members not included above, shall be represented by the Chief Steward or Alternate Chief Steward.

ARTICLE 9

STEWARDS AND ALTERNATE STEWARDS

- 28 In each district, employees in the district shall be represented by one District Steward or during his/her absence, an Alternate Steward, who shall be a regular employee and working in the district. The District Steward or Alternate Steward shall be notified in advance and in writing of scheduled overtime periods. Any concerns over the administration of this provision shall not be subject to the grievance and arbitration procedure. The parties shall use the Special Conference provision to resolve concerns relative to this provision. During scheduled overtime periods for more than one employee in a district, if the District Steward or Alternate Steward is not scheduled to work in accordance with the equalization of overtime provision (Article 45) the District Steward or Alternate Steward shall appoint an employee scheduled to work as Acting Steward for that particular overtime period.
- 29 The District Stewards, during their working hours, without loss of time or pay shall, in their own district, in accordance with the terms of this section, investigate and present grievances to the Employer, upon having received permission from his/her Supervisor to do so. The Supervisor will normally grant permission and provide sufficient time to the District Stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of District Stewards leaving their work during working hours without loss of time or pay is subject to the understanding the time will be devoted to the proper handling of grievances and will not be abused; and District Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. One (1) District Steward or one (1) Alternate Steward and one (1) executive board member will be excused with pay to attend one (1) regularly scheduled stewards or executive board meeting not to exceed two (2) hours per month. Any alleged abuse by either party will be a proper subject for a Special Conference.
- 30 A Chief Steward, or in his/her absence a designated Alternate Chief Steward, may investigate and discuss grievances with District Supervisors and/or District Stewards. The Chief Steward, or in his/her absence a designated Alternate Chief Steward, may leave his/her work during working hours without loss of pay based on the understanding that his/her Supervisor has granted him/her permission to leave his/her work, that the time will be devoted to the prompt handling of legitimate grievances, and that he/she will perform his/her regularly assigned work at all times except when necessary to leave his/her work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.
- 31 The Union will furnish the Office of Employee Relations with the names of its authorized representatives and members of its grievance committees, and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union

with which it may be dealing. The Employer will, in return, keep the Union advised as to its representatives.

ARTICLE 10

UNION BULLETIN BOARD

- 32 The Employer will provide enclosed bulletin boards that may be locked in each district which may be used by the Union for posting notices of the following types:
1. Notices of Union educational, recreational and social events.
 2. Notices of Union elections.
 3. Notices of results of Union elections.
 4. Notices of Union meetings.
 5. Notices of job openings.
- 33 The Union shall have the exclusive right to the use of its assigned bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Union Bulletin Boards, the President of the local Union will be advised by the Office of Employee Relations of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

ARTICLE 11

SENIORITY DEFINED

- 34 Seniority shall be on a bargaining unit-wide basis in accordance with the employee's last date of hire in a Spartan Skilled Trades Union represented position.
- 35 "Length of continuous service" means uninterrupted employment with the University in a regular, benefits-eligible position, but includes layoffs and other periods of absence authorized by and consistent with this Agreement except as limited by the section designated as "Loss of Seniority," Article 14 of this Agreement.

ARTICLE 12

SENIORITY

- A. Probationary Employees
- 36 New employees hired in the bargaining unit shall be considered as probationary employees for the first 1040 hours and six (6) months of work whichever is longer. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the occupational group and shall rank for seniority from the date the probationary period began. There shall be no seniority among probationary employees.

- 37 The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharge or discipline for reasons other than Union activity.
- B. Part-time Employees
- 38 Employees regularly scheduled to work twenty (20) hours per week but less than twenty-six (26) hours per week shall be considered half-time (1/2) time employees; those regularly scheduled to work more than twenty-six (26) hours per week but less than thirty-six (36) hours per week shall be considered three-quarter (3/4) time employees; and those regularly scheduled to work thirty-six (36) hours per week to forty (40) hours per week shall be considered full-time employees.
- 39 Benefits to part-time employees – The following benefits shall be extended to part-time employees on a proportional basis: vacation time, holidays, personal leave, sick leave, longevity, bereavement leave, health, dental, employee paid life, accidental death and dismemberment, and retirement contribution if the employee participates. (See definition of proportional benefits).
- 40 Seniority – Part-time employees shall retain seniority on the same basis as full-time employees. This seniority shall be exercised during periods of layoffs, recall, and for filling of vacancies.

ARTICLE 13

SENIORITY LISTS

- 41 The seniority lists on the date of this Agreement will show the names of all employees of the unit entitled to a ranking for seniority. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of continuous service as of such date.
- 42 The Employer will keep the seniority lists up to date at all times, and whenever a Steward shall raise a question of seniority, shall make the seniority list available electronically for his/her inspection for the purpose of settling the question. The Employer will, if requested by the Union, provide corrected seniority lists every three (3) months.
- 43 Within thirty (30) days after the ratification of this Agreement and every three (3) months thereafter during the term of this Agreement, the Employer shall give to the Union the names of all Union members covered by the Agreement together with their addresses as they then appear on the records of the Employer. The Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose Union duties require them to have such information.

ARTICLE 14

LOSS OF SENIORITY

- 44 An employee shall lose his/her status as an employee and his/her seniority if:
1. He/She resigns or quits.
 2. He/She is discharged or terminated (unless reversed through the grievance or arbitration procedures).
 3. He/She retires.
 4. He/She does not return to work from layoff within fourteen calendar days after having been notified to return by restricted certified or registered mail addressed to the employee at his/her last address filed with MSU Human Resources except when failure to notify and work is due to circumstances beyond the control of the employee. An employee who changes address must notify the Employer of the change.
 5. He/She has been on layoff for a period of time equal to his/her unit seniority at the time of his/her layoff or two (2) years, whichever is lesser.
 6. He/She is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.
- 45 A grievance involving compliance with this section shall begin at Step Three of the Grievance Procedure.

ARTICLE 15

SENIORITY OF STEWARDS

- 46 Notwithstanding their position on the seniority list, Stewards shall in the event of a layoff of any type be continued at work as long as there is work in their district which they can perform and shall be recalled to work in the event of a layoff to the first vacancy in their district which they can perform.

ARTICLE 16

SENIORITY OF OFFICERS

- 47 Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary, Recording Secretary and Chief Steward of the Union shall, in the event of a layoff only, be continued to work at all times when one or more districts or divisions or fractions thereof are at work, provided they can perform any of the work available.

ARTICLE 17

SHIFT PREFERENCE

- 48 Shift preference will be granted on the basis of seniority within the classification as openings occur. The transfer to the desired shift will be within six (6) weeks of the start date of the employee who replaces the employee who has been granted a shift preference.

ARTICLE 18

GRIEVANCE PROCEDURE

- 49 The following procedure shall be the sole and exclusive means for resolving grievances under this Agreement.
- 50 The applicable Chief Steward may be present at any step or steps of the grievance procedure as well as an additional representative of the employer, and if the employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so.
- 51 A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within three (3) months from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be held in abeyance without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.
- 52 Any grievance not filed or appealed (after an answer) within applicable time limits shall be considered settled on the basis of the last answer of the employer and not subject to further review. A grievance not answered by the employer within the applicable time limits may be moved to the next step of the grievance process. Any written grievances and/or appeals may be provided via e-mail to designated Employer representative applicable to the step and to an address provided by the Employer.
- 53 Where called for by the grievance procedure, meetings will be scheduled in a reasonable amount of time.
- 54 The parties may mutually agree in writing to extend any timeline in the grievance procedure.
- 55 Grievances within the meaning of the grievance procedure and the arbitration clause shall consist only of disputes about the interpretation, or alleged violations, of the Agreement.
- 56 As used in Articles 19 and 20, the term "working days" is defined to mean Monday through Friday, excluding University holidays.

ARTICLE 19

PRESENTING A GRIEVANCE

- 57 The Union and/or any employee having a grievance in connection with his/her employment shall present it to the Employer as follows:
- A. Optional Oral Step
- 58 If an employee feels he/she has a grievance and wishes to enter it into the grievance procedure, he/she may first discuss it with his/her Immediate Supervisor, or with his/her District Steward, who must then discuss it with the employee's immediate Supervisor.
- 59 If the matter is thereby not resolved, the District Steward may discuss the grievance with the District Supervisor on his/her shift. In the absence of a District Supervisor on his/her shift, the District Steward may refer the grievance to the appropriate day shift District Steward who may discuss the matter with the District Supervisor.
- 60 Any resolution at the Oral Step which impacts any interpretation of this Agreement shall not be binding on the employer or the Union unless those parties are notified and agree to such interpretation in writing.
- B. Step I
- 61 A grievance must be presented in writing by the applicable Chief Steward to the District Supervisor within ten (10) working days after its occurrence, except as provided for in Paragraph 74, in order to be a proper matter for the grievance procedure. The grievance shall be dated and signed by the aggrieved employee and his/her District Steward and shall set forth the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the District Supervisor receives the written grievance. A meeting will be arranged between the District Steward and the District Supervisor to discuss the grievance. The District Supervisor will then answer the grievance in writing within ten (10) working days from the date of the meeting at which the grievance was discussed. Written answers may be provided via e-mail to an address provided by the Union.
- C. Step II
- 62 If the grievance is not resolved, the District Steward may within ten (10) working days after the Step I answer, refer the grievance to the applicable Chief Steward who may submit it to the Administrative Head, or his/her designated representative of the unit or division, indicating the reasons why the written answer of the District Supervisor was unsatisfactory. The grievance shall not be considered submitted until the Administrative Head, or his/her designated representative, receives the written grievance. A meeting will be scheduled, within ten (10) working days from the date on which the written grievance was submitted, between the Chief Steward, District Steward and the representatives designated by the Employer to discuss the grievance.

The Administrative Head, or his/her designated representative, will then answer the grievance in writing within ten (10) working days from the date of the meeting at which the grievance was discussed. Written answers may be provided via e-mail to an address provided by the Union.

D. Step III

- 63 If the Administrative Head's answer is not satisfactory, the grievance may be referred to the Union President who may submit his/her appeal to the Employer's Office of Employee Relations within ten (10) working days after the Step II answer, indicating the reasons why the written answer of the Administrative Head was unsatisfactory. Within ten (10) working days after receipt of such appeal, a meeting between no more than three (3) representatives of the Union and three (3) representatives designated by the Employer will be scheduled to discuss the grievance.
- 64 The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.
- 65 The Union President or his/her representative shall be allowed time off his/her job without loss of pay to investigate a grievance he/she is to discuss or has discussed with the Employer, upon having received permission from his/her Supervisor to do so. The Supervisor will normally grant permission and provide sufficient time to the Union President or his/her representative to leave his/her work for these purposes subject to necessary emergency exceptions. The privilege of the Union President or his/her representative leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Union President or his/her representative will perform his/her regularly assigned work at all times, except when necessary to leave his/her work to handle grievances as provided herein. The Union President or his/her representative shall schedule this time within the release time provided in Article 35 unless additional time is authorized by the Office of Employee Relations. Any alleged abuse by either party will be a proper subject for a Special Conference.
- 66 The Office of Employee Relations will then answer the grievance in writing within ten (10) working days from the date of the meeting at which the grievance was discussed. Written answers may be provided via e-mail to an address provided by the Union.

E. Step IV

- 67 In the event the Office of Employee Relations' answer is not satisfactory, settlement may be determined by decision of the Arbitrator selected by the parties. The Union President or the Employer shall within twenty-one (21) calendar days of the Step III answer notify the other party or his/her designated representative in writing that they wish to appeal the grievance to arbitration. In the event they cannot agree upon an Arbitrator within ten (10) working days of the date of the appeal, the party appealing the grievance to arbitration shall within fifteen (15) working days thereafter file a Demand for Arbitration with the American Arbitration Association (AAA) and the parties will follow its labor arbitration rules for selecting the Arbitrators and the Arbitrator shall establish a hearing date. In the event either party fails to appeal the grievance to arbitration within the specified time limit or the appealing party fails to file the Demand

- for Arbitration within the specified time limit, the grievance shall be considered settled based upon the last answer by the Employer's designated representative. The fees and approved expenses of the Arbitrator will be paid by the parties equally. The labor arbitration rules of the American Arbitration Association shall apply to all Arbitration hearings.
- 68 In the event the parties jointly select an Arbitrator, the filing party shall contact the named Arbitrator within thirty (30) calendar days to schedule the arbitration. Arbitrations in which an Arbitrator is not contacted by the filing party within thirty (30) calendar days of Arbitrator selection shall be withdrawn. Any arbitration hearing over a grievance on an Employee's suspension without pay of five (5) working days or longer and/or discharge shall be commenced within one hundred and twenty (120) calendar days of the Arbitrator's acceptance of the appointment or selection through AAA. The parties may extend the time on mutual agreement. If the Arbitrator cannot offer dates within the one hundred and twenty (120) calendar days, the parties will then request a conference with the Arbitrator to select a mutually agreeable date.
- 69 The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union.
- 70 Finality of Decisions: There shall be no appeal from the Arbitrator's decision. Each such decision shall be final, and binding upon the Union and its members, the employee or employees involved, and the Employer.

ARTICLE 20

COMPUTATION OF BACK WAGES

- 71 No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate of pay.

ARTICLE 21

REPRIMAND, SUSPENSION OR DISCHARGE

- 72 In the event of written reprimand, suspension or discharge the employee may request that the Steward of the District and/or the Chief Steward be present. The Employer will make available an area where the employee may discuss a suspension or discharge before he/she is required to leave the property of the Employer.
- A. Notice
- 73 The Employer agrees, upon the written reprimand, suspension or discharge of any employee, to notify promptly in writing the Steward in the district and a copy shall be mailed to the Union President. In the event that an employee is issued a verbal

warning, there will be no “Notice of Non-Academic Disciplinary Action – Written Record of Verbal Warning” prepared.

B. Appeal

74 Should the reprimanded, suspended, or discharged employee and the Steward consider the discipline to be excessive and/or without just cause, a grievance shall be submitted within seven (7) regularly scheduled workdays of the reprimand, suspension or discharge. A grievance over a reprimand shall be submitted by the Chief Steward to the Administrative Head (Step II), whereas a grievance over a suspension or discharge shall be submitted by the Union President to the Office of Employee Relations (Step III). The Office of Employee Relations will schedule a meeting with the Union within three (3) regularly scheduled working days from the receipt of the appeal and shall, within two (2) regularly scheduled working days after said meeting, provide the Union with a written answer to the appeal. Failure to submit a written grievance within the time limits shall constitute a waiver of all claims concerning such reprimand, suspension, or discharge.

C. Use of Past Record

75 In imposing any discipline on a current charge, the Employer will not take into account any prior infractions of which the Employer had knowledge, that occurred more than two (2) years previously provided, however, prior cases of discipline arising from violations of the University Relationship Violence and Sexual Misconduct and Title IX Policy and/or the Anti-Discrimination Policy may be considered regardless of when issued. Upon written request from an SSTU bargaining unit employee, disciplinary actions arising from violations of the University’s Relationship Violence and Sexual Misconduct Policy, The Title IX Policy and/or the Anti-Discrimination Policy that were issued more than six (6) years previously will not be considered where:

1. The employee has not committed additional violations of the University Relationship Violence and Sexual Misconduct and/or 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) approved by the University to help prevent a recurrence of misconduct.

ARTICLE 22

MEDICAL DISPUTE

76 In the event of a dispute involving any employee’s ability to perform his/her job on his/her return to work at the University from a layoff or leave of absence of any kind, when the employee is not satisfied with the determination of the University’s Health Provider, he/she may submit a report from a Health Provider of his/her own choosing and at his/her own expense. If the dispute still exists, at the request of the Union, within fifteen calendar days, the University’s Health Provider physician and the employee’s Health Provider shall agree upon a third Health Provider to submit a report to the Employer and the employee, and the decision of such third-party Health Provider will

be binding on the parties. The expense of the report of the third-party Health Provider shall be shared equally by the Employer and the employee. The prevailing determination will be effective at a date mutually agreed to by the Union and the University.

ARTICLE 23

TEMPORARY LAYOFFS

- 77 Due to vacation periods and conditions beyond the Employer's control, adjustments of the work force can be made without application of the layoff procedure of this Agreement. If such temporary adjustment continues for more than twenty (20) working days, the Union can request the Employer to adjust the working force according to the layoff provision of the Agreement and the Employer will do so within ten (10) working days thereafter.
- 78 The following values and principles form the foundation for the assumptions and decisions involved in MSU's health related emergency planning, and they will continue to guide the University and Union through the management of an extended health related emergency:
1. Protection and preservation of life (human, animal and plant) and essential research.
 2. Protection and preservation of the ability of the University to continue/resume its core missions.
 3. Minimization to the disruption in people's lives that occur with health related emergencies and treatment of students and employees with concern for the impact such events have on individuals.
 4. Open and sustained communication with the Union, students, employees, other constituent audiences and the general public about the University's responses.

In the event of declared national, State of Michigan or Michigan State University emergency, with notification to the Union, The Employer may implement temporary reduction or elimination of working hours, changes in schedules and change in shifts. Said temporary changes may last up to sixty (60) working days in a contract year without application of layoff procedure of the Agreement.

1. The Union and Employer shall meet in Special Conference as soon as possible, but no later than seven calendar days following the declaration of the emergency to discuss the impact such emergency may have on the bargaining unit. Meetings will continue no less frequently than once a week during such time as the temporary adjustments are in place.
2. During such temporary adjustments the university may allow employees to use accrued vacation leave, and/or personal leave to cover any or all of the period or temporary layoff.

3. The layoff provisions of Article 24 shall apply after the sixty (60) working day period referred to above and without further notice to the employees (Paragraph 82 shall not apply).
4. This Agreement shall not be used for constructive discharge.

ARTICLE 24

LAYOFFS

- 79 When there is a decrease in the work force, the following procedure shall be followed: temporary and probationary employees will be laid off within the affected classification, provided the seniority employees can do the available work.
- 80 Seniority employees will be laid off according to unit seniority, within the affected classification, provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at time of layoffs, unless he/she has previously performed the higher-rated job and is able to do the work.
- 81 A seniority employee laid off as provided for in Paragraph 79 may then bump a less senior employee in another classification in the same pay grade, within the same occupational group, provided he/she has the ability to perform the available work and so on to classifications in lower pay grades, providing he/she has the ability to perform the available work.
1. Where there is a dispute over ability to do the work the employee shall, prior to the layoff date and with documentation of prior education and/or experience applicable to the position and satisfactory to the Employer, be given one trial period of up to 10 working days in which to demonstrate competency to fill that position.
 2. The phrase "Satisfactory to the Employer" shall mean the Employer may make an initial determination as to an employee's prior education and/or experience being applicable to the available position. If a dispute exists over the Employer's initial determination, the factual applicability of prior education and/or experience to the position shall be determined through the grievance procedure.
 3. A seniority employee who is given notice of layoff and after exhausting all available bump options within her/his occupational group without success, will be eligible to exercise the following option. The employee may bump a Grade Level 906 or below with less seniority in another occupational group if she/he possesses the knowledge, skills and abilities to perform the duties performed by the employee subject to the bump. If the Employer determines that the employee does not possess the knowledge, skills and abilities to satisfactorily perform the duties of a Grade Level 906 or below, that determination will be grievable under Article 19 of the Agreement

- 82 Employees to be laid off for an indefinite period of time will have thirty (30) calendar days' notice of layoff unless administratively impracticable, but will have at least fourteen (14) calendar days' notice of layoff. The local Union Secretary and the District Steward will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- 83 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during layoffs. Provided however, that during a layoff, an employee will not accrue vacation or sick leave nor be eligible for any payments for time off work provided by this Agreement, except as otherwise provided for by this Agreement.
- 84 In the event of a dispute over a senior employee's ability to do the work as described in Paragraphs 79, 80, and 81, the Union may file a grievance at Step 2 of the grievance procedure.

ARTICLE 25

ASSIGNMENT OF SKILLED TRADES EMPLOYEES

- 85 Employees covered by this Agreement may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay because of lack of available work in their specific classification. Should the need for a temporary reassignment arise, it will be handled in the following manner.
1. The Employer will ask for volunteers from the affected classification who would be willing to be reassigned on a temporary basis.
 2. Should there be an insufficient number of volunteers, the requisite number of employees will be reassigned based on the least senior employees within the classification who can perform the work to be assigned.
 3. If there is a dispute as to whether the least senior employee can perform the work, the Union may call for a special conference which must be held no later than one (1) week after the employee is reassigned, or at another mutually agreed upon time.
- 86 The Employer will make every effort to give reasonable notice to employees who are to be temporarily assigned.
- 87 It is understood that the above provision does not guarantee twelve months employment each year to any employee but is merely a sincere effort on the part of the Employer to utilize the talents and services of regular full-time employees during normally slow periods.

ARTICLE 26

RECALL PROCEDURE

- 88 When the working force is increased after a layoff, employees will be recalled according to unit seniority in the classification from which they were laid off provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at time of recall unless he/she has previously performed the higher-rated job and is able to do the work.
- 89 Seniority of an employee who is reemployed from a seniority list in the same occupational group that he/she was laid off from shall have status restored as of the date he/she left the service of the Employer.
- 90 Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. A copy of the notice of recall will be mailed to the Union President and another copy will be placed in the Union's mailbox at the Office of Employee Relations. If an employee fails to report for work within fourteen (14) calendar days from the date of mailing the notice of recall, it shall be considered a voluntary termination.

ARTICLE 27

WORK OPPORTUNITY FOR LAID-OFF EMPLOYEES

- 91 The Employer will, in employing new people in any occupational group, give work opportunity bargaining unit-wide to employees with seniority who are at the time laid off and are not expected to be returned to work in their classification, and who can perform the work of the vacant position.
- 92 An employee with seniority who is laid off and given work in another occupational group will be given seniority in the new occupational group equivalent to that which he/she had accrued in the occupational group from which he/she was laid off.
- 93 The laid off employee shall retain seniority rights in his/her former occupational group until his/her accrued seniority in his/her new occupational group equals the seniority he/she had in his/her former occupational group at which time all of his/her seniority in his/her former occupational group shall be cancelled. If the employee exercises his/her seniority rights and returns to his/her former occupational group prior to the cancellation of seniority, he/she shall do so with all accumulated seniority.

ARTICLE 28

ABSENCES

- 94 An employee is expected not to be absent from work for any reason other than personal illness or illness which would qualify for the usage of family sick time without making prior arrangements before the start of the shift with the supervisor. Unless such prior arrangements are made, notice must be given to the supervisor immediately of the reason for being absent. If the absence is to continue beyond the first day, the supervisor must be notified on a daily basis, unless otherwise arranged with and specifically approved by the supervisor. The employee is responsible to notify the supervisor in situations as described above. When notice is provided by someone

other than the employee, the employee will be held accountable for the message and the receipt of the supervisor's response. Each employee will be given a telephone number in order to notify their supervisor if they are going to be absent. If a dispute arises as to whether the employee contacted the supervisor, in the first dispute, the employee will be given the benefit of the doubt.

ARTICLE 29

HOLIDAY PROVISIONS

- 95 The paid holidays are designated as:

	<u>2022/2023</u>	<u>2023/2024</u>	<u>2024/2025</u>	<u>2025/2026</u>
Independence Day	7/4/2022	7/4/2023	7/4/2024	7/4/2025
Labor Day	9/5/2022	9/4/2023	9/2/2024	9/1/2025
Thanksgiving	11/24/2022	11/23/2023	11/28/2024	11/27/2025
Thanksgiving	11/25/2022	11/24/2023	11/29/2024	11/28/2025
Christmas	12/23/2022	12/25/2023	12/24/2024	12/25/2025
Christmas	12/26/2022	12/26/2023	12/25/2024	12/26/2025
New Year's	12/30/2022	1/1/2024	12/31/2024	1/1/2026
New Year's	1/2/2023	1/2/2024	1/1/2025	1/2/2026
Memorial Day	5/29/2023	5/27/2024	5/26/2025	5/25/2026

- 96 The University shall have the right to designate additional holidays.
- 97 Whenever one of these holidays falls on a Saturday and the employee does not work on this day or on a scheduled day off in the employee's work week and no other day is observed as a holiday by the Employer, the employee will receive an alternate day off with pay, the time to be arranged with his/her Supervisor. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday, except for the day before or after Christmas and the day before or after New Year's which shall be considered separately each year.
- 98 If an employee is absent on either his/her scheduled working day immediately preceding or his/her scheduled working day immediately following the holiday, he/she will not be paid for the holiday unless his/her absence is excused. However, if an employee is laid off for the period between the end of fall semester and the beginning of spring semester because of lack of work, he/she will receive the same holiday pay given to the rest of the employees.
- 99 If an employee terminates his/her employment, he/she will not receive pay for holidays occurring after the last day worked (except when an employee retires).
- 100 Employees who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to holiday benefits proportionate to the time actually employed.
- 101 Employees who are required to work on any University designated holiday shall be paid at a rate of one and one-half (1 1/2) times their regular rate of pay plus holiday pay. An employee shall not receive more than two and one-half (2 ½) times his/her regular rate of pay for hours worked on a holiday.

- 102 An employee who is on vacation or sick leave with pay when a holiday occurs will be paid for the holiday and no charge will be made against accrued vacation or sick leave credits.
- 103 There will be no holiday pay when the employee is on a leave of absence without pay, on layoff, or on Regular Workers' Compensation.

ARTICLE 30

VACATIONS

- 104 Vacations with pay shall be credited at the end of each month based on an employee's length of continuous full-time employment as shown in the following plan: (For part-time employees see Article 12 B).

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

- 105 Employees are expected to take their annual accrual each year. In no circumstances will the accrual exceed the amount shown in the schedule under Maximum Accrual.
- 106 Vacation will not accrue during an approved leave of absence without pay, while on regular Workers' Compensation, during an extended military leave of absence, in excess of the Maximum Accrual, or while on layoff.
- 107 An employee's vacation pay will be based on his/her base rate of pay.
- 108 If a University designated holiday falls within an employee's vacation, he/she will be paid for the holiday and will not be charged for the vacation. When an employee terminates, he/she shall be paid for any unused vacation but will not be paid for University designated holidays which may fall within the terminal vacation period.
- 109 An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his/her vacation allowance under the progressive vacation plan. All other leaves of absence will be considered a break in an employee's service record in determining vacation allowances.
- 110 An employee may take his/her vacation at any time in the course of the year as long as it conforms with the requirements of his/her individual department and he/she has permission from his/her supervisor. A vacation should not be taken for less than one week at a time, but it is permissible for an employee to vary his/her schedule if it is approved by his/her Supervisor. An employee should consult with his/her Supervisor at an appropriate time each year concerning his/her vacation allowance and the time the employee wishes it to be scheduled. Supervisory approval should be sought a minimum of one (1) working day prior to the desired time off. In the event of illness in

the immediate family, an employee may use accrued vacation time subject to other provisions of this Article. Employee vacation time may be taken in one-half (1/2) hour increments.

- 111 Employees who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to vacation benefits proportionate to the time actually employed.
- 112 In the event of a dispute regarding the choice of vacation time, whenever possible the seniority employee will be given his/her choice of vacation time.
- 113 The following schedule will be used when the hire date, or any changes such as a return from leave of absence, necessitates prorating the hourly accrual for any portion of a month.

A. Entering Date

<u>Days of the month</u>	<u>7th mo. through 60th mo. (8 hrs/mo.)</u>	<u>61st mo. through 120th mo. (12 hrs/mo.)</u>	<u>121st mo. (16 hrs/mo.)</u>
1 st through 7 th	8 hrs.	12 hrs.	16 hrs.
8 th through 14 th	6 hrs.	9 hrs.	11 hrs. 15 min.
15 th through 21 st	4 hrs.	6 hrs.	7 hrs. 30 min.
22 nd through end of mo.	2 hrs.	3 hrs.	3 hrs. 45 min.

B. Exiting Date

<u>Days of the month</u>	<u>8 hrs. per mo.</u>	<u>12 hrs. per mo.</u>	<u>16 hrs. per mo.</u>
1 st through 7 th	2 hrs.	3 hrs.	3 hrs. 45 min.
8 th through 14 th	4 hrs.	6 hrs.	7 hrs. 30 min.
15 th through 21 st	6 hrs.	9 hrs.	11 hrs. 15 min.
22 nd through end of mo.	8 hrs.	12 hrs.	16 hrs.

- 114 The Employer is responsible for keeping the records of each employee's vacation account up to date. The employee shall have access to the number of vacation credits remaining in his/her account.
- 115 Vacation credits shall not be waived by an employee and additional pay received for working those days.

ARTICLE 31

PERSONAL LEAVE HOURS

- 116 Personal leave with pay is granted to regular employees with the approval of their supervisors for attending to personal matters. Leave is given during each fiscal year in accordance with the following schedule:

<u>Employed</u>	<u>Hours</u>
7/1 – 12/31	24
1/1 – 3/31	12
4/1 – 5/31	6
6/1 – 6/30	0

- 117 The personal leave hours credited to each employee shall be utilized and charged in increments of not less than one (1) full hour.
- 118 No carry-over of unused personal leave hours credit from one fiscal year to another shall be allowed, nor any payoff upon termination of employment.
- 119 The employee shall obtain the approval of the supervisor for the use of personal leave. The request for use of personal leave should be made at least one working day prior to the day off.

ARTICLE 32

SICK LEAVE

- 120 Every regular full-time employee shall accumulate and be credited with 104 hours of sick leave with pay per year, to be credited at the rate of four (4) hours each completed biweekly payroll period. Employees may use sick leave after they have completed their first month of service. Maximum accrual is 1400 hours.
- 121 Sick leave shall be available for use by employees for the following purposes:

Acute personal illness or incapacity over which the employee has no reasonable control.

- 1. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
 - 2. To complete appointments for medical and dental care to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.
 - 3. Not to exceed twenty-four (24) hours sick leave per year for absence from work because of illness in the immediate family. Defined as: spouse, children, parents and anyone living within the household of the employee. An additional forty (40) hours may be used for the care of spouse, parents and dependent children. The total number of hours shall not exceed sixty-four (64).
- 122 All employees shall accumulate sick leave from the date they are hired.
 - 123 A regular employee with ninety (90) days of continuous service who suffers injury compensable under the Workers' Compensation Act shall continue to receive his/her regular rate of pay for time lost during the first seven (7) days not covered by the Workers' Compensation Act, provided he/she follows the instructions of the physician designated by the University, and provided he/she returns to work not later than the time recommended by the physician designated by the University. In the event of dispute, the Medical Dispute clause of this Agreement shall apply as regards the settlement of such dispute. Following the first seven (7) days, such seniority employee shall be paid the difference between his/her regular wages and payment received

under provisions of the Act, to be deducted from accumulated sick leave until his/her sick leave is exhausted.

- 124 Employees who have exhausted their sick leave accrual and are still unable to return to work may use any unused vacation accrual.
- 125 Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.
- 126 Employees who leave to enter the Armed Forces of the United States under the provisions of a selective service act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon reemployment by the Employer, have available any unused sick leave previously earned, provided that such reemployment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.
- 127 An employee using sick leave during a period that includes a scheduled holiday will be paid his/her base pay for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.
- 128 An employee who transfers from one unit to another shall transfer with him/her any unused sick leave accrual.
- 129 Employees who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to sick leave benefits proportionate to the time actually employed. (See definition of proportional benefits).
- 130 Each District Supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity, and may request a statement from the employee's personal physician concerning his/her disability. Supervisors shall be given prompt notification from their employees of the necessity for taking sick leave. Employees who find they are going to be absent longer than they first anticipated should notify their Supervisor in accordance with the Absences clause of the Agreement (Article 28).
- 131 All payment for sick leave shall be made at the employee's base rate of pay.
- 132 Accrued sick leave credits shall be used prior to receiving unpaid leave.

ARTICLE 33

BEREAVEMENT LEAVE

- 133 If death occurs among members of a regular employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay to be used within six months after the date of the death as follows:
 1. Five (5) workdays in the case of the death of the employee's spouse, child, or stepchild.

2. Three (3) workdays in the case of the death of the employee's father, mother, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandparents-in-law, grandchild, stepparents, step-brother, step-sister, half-brother and half-sister.
 3. One (1) workday on the day of the funeral, to attend the funeral, in the case of death of the employee's or spouse's uncle, aunt, nephew or niece. For the purpose of this Article "aunt" and "uncle" shall include the spouse of the "aunt" or "uncle."
- 134 Permission will be granted without loss of pay to a reasonable number of employees in the unit who wish to attend the funeral of a fellow employee or retiree, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or retiree will be paid during the time they must be off the job.
- 135 Additional time, if required, may be granted in accordance with other leave policies.
- 136 Employees may be requested to produce reasonable evidence of their eligibility for bereavement leave (for example, death announcements, documentation from a funeral home and/or proof of relationship) upon request.

ARTICLE 34

JURY DUTY

- 137 A regular employee who serves on Jury Duty or is required to testify pursuant to a court issued subpoena, except those subpoenas requiring testimony against the University, will be paid the difference between Jury Duty or witness fees and his/her base pay. An employee is expected to report for regular University duty when temporarily excused from attendance at court.
1. Employees serving on jury duty, who are absent from work for eighty (80) continuous hours or less, will receive their regular pay and will not be required to submit proof of jury duty payment to the University. They must, however, still submit proof of jury duty service to their supervisor.
 2. Employees serving on jury duty who are absent from work for more than eighty (80) continuous hours will be required to submit proof of jury duty payment to their supervisor to facilitate the offset and adjustment of their regular, straight-time base pay by jury duty payments or witness fees received from the court.
- 138 An employee shall notify his/her supervisor of Jury Duty and subpoena dates as soon as they are known.

ARTICLE 35

PAID UNION LEAVE/RELEASE TIME

- 139 Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. The number will not exceed eight (8) employees at any one time and the number of working hours will not exceed a total of one hundred thirty-six (136) hours in any one (1) calendar year. The Union agrees to give the Office of Employee Relations as much advance notice as possible concerning such leaves of absence, but not less than ten (10) working days.
- 140 The Employer agrees to allow the President of the Union to be excused from work for twenty (20) hours per week to conduct Union business. The twenty (20) hours release time each week shall not be reassigned for any period less than one (1) work week. The Secretary-Treasurer of the Union shall be released for up to eight (8) hours per week, to conduct Union business. Release time to be scheduled with mutual agreement of the supervisor and the Union.
- 141 The Employer agrees to allow the Chief Steward of the Union and the FRIB Chief Steward excused time from work for two (2) hours per week. It is understood that this time is in addition to the time granted in Article 9 to handle grievances. Prior arrangements must be made with the employee's supervisor before leaving the job.
- 142 The bargaining team of the Union will include not more than nine (9) bargaining unit members employed by the University. it may also include not more than two (2) non-employed representatives of the Union. The Union will give to the Employer, in writing, the names of its employee representatives on the bargaining team at least sixty (60) days before the expiration date of this Agreement.
- 143 Employee members of the bargaining team will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours that the team member otherwise would have worked.
- 144 Upon advance agreement of the Union and the Employer, employee members of the bargaining team will be paid by the Employer for up to sixteen (16) hours for time attending meetings necessary to prepare for negotiation sessions with the Employer. This pay shall only be for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent preparing for negotiations shall be considered as hours worked to the extent of the regular work schedule hours that the team member otherwise would have worked.

ARTICLE 36

UNPAID LEAVES

- 145 Regular employees who have completed their probationary period are eligible for unpaid leave of absence. During a leave of absence without pay, an employee will not accrue vacation or sick leave nor be eligible for any payments for time off work provided by this Agreement.
- 146 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence, and its extensions.
- 147 The employees must check with MSU Human Resources about maintaining the employee group benefits for which they are eligible and enrolled during leave of absence subject to and consistent with these plans. All leaves of absence must be approved by the Supervisor, Administrative Head of the department, and MSU Human Resources.
- 148 The Employer at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee before returning him/her to active employment.
- 149 An employee returning from a leave of absence will be placed in his/her former classification unless the Employer's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so. An employee returning from an unpaid leave of absence, other than a military leave, shall not have the right to return after one (1) year but shall be deemed to be laid off and eligible for recall to positions in the classification held at the time of leave under Article 26, provided they have retained seniority under the terms of this Agreement. The Employer has the discretion to extend the employee's right to return longer than one (1) year. Any such extension shall be in writing.

A. Personal Leave

- 150 Leaves of absence without pay for up to three (3) months may be granted upon the request of the employee for such reasons as settlement of an estate, serious illness of a member of the employee's family, child care, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended for additional three (3) month periods, but the total leave time shall not exceed one (1) year.

B. Leave of Absence for Illness or Disability

- 151 If an employee has exhausted all paid sick leave and is still physically unable to perform his/her job, an illness or disability leave without pay for up to three (3) months may be granted. After the initial three (3) month period an extension of illness and disability leave without pay for up to a total of two (2) years may be granted.
- 152 When a leave of absence without pay is granted due to illness or disability which requires the services of a physician, then the employee must procure and have available for the MSU designated Health Facility a physician's transcript relative to the

case before the employee reports to the MSU designated Health Facility for the required physical examination.

A. Military Leave – Extended Service

153 Upon application, a military leave of absence (without pay) will be granted to eligible employees. This applies to employees who are inducted through a selective service system or voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component of the Armed Forces of the United States. In order to be eligible to return to active employment, an employee returning from a military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within the time period established under the Uniformed Services Employment and Reemployment Rights Act (USERRA).

B. Leave for Union Business

154 Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter.

155 If the member's position or work for which these leaves were granted is terminated for any reason, the Union shall within ten (10) calendar days notify the Employer in writing of the termination date. The member shall within the same ten (10) calendar day period advise the Employer in writing of his/her intent to return to the University and shall return to work within thirty (30) calendar days of the termination date or forfeit all rights of employment with the Employer.

ARTICLE 37

MILITARY LEAVE – Short Tours of Duty

156 Employees who belong to the National Guard, United States Reserve Corps, or other Federal or State recognized military organizations, will be allowed up to fifteen (15) calendar days leave of absence when ordered to active duty for training. In the event these same employees are ordered to active duty by order of the President or Governor, they will be allowed a maximum of ten (10) calendar days leave of absence during a fiscal year. The Employer will pay the difference between the employee's military pay and base pay, if his/her military pay is less. If the employee takes military leave during his/her vacation, he/she will receive full pay.

ARTICLE 38

GENERAL CONDITIONS

A. Leave of Absence with Pay

- 157 Leaves of absence with pay shall be granted for purposes as described in Articles 29 through 37.
- 158 An employee shall accrue sick leave credits and vacation credits during a leave of absence with pay, and University provided insurance benefits shall and employee optional benefits may continue for the duration of the leave.
- 159 All requests for leaves of absence shall be made with the employee's immediate supervisor.

ARTICLE 39

FILLING OF VACANCIES

- 160 The interview list will consist of the four (4) most senior employees from the occupational group as defined in Article 5 who possess the minimum qualifications of the classification. An unsatisfactory MSU employment record may be a proper cause for denial of consideration for a vacancy.
- 161 The University may fill vacancies through a pool posting that will have multiple openings behind a single main posted advertisement for a vacancy. A pool posting will contain information as to the total number of openings available under the single posting. The interview list will consist of the following number of senior employees from the occupational group as defined in Article 5 who possess the minimum qualifications of the classification:

Number of Openings	Number on Interview List
2	5
3	6
4	7
5	8
Etc.	

An unsatisfactory MSU employment record may be a proper cause for denial of consideration for a vacancy.

- 162 Vacancies will be posted for a period of seven (7) calendar days on the MSU Human Resources website. All notices of vacancy will state the classification, rate of pay, starting time, shift, location, and minimum qualifications. A copy of the Vacancy Notice will be made available electronically to the Union. Employees must apply for vacancies by submitting the appropriate information requested to the MSU Human Resources website at by the closing date specified.

- 163 Postings shall remain posted online for seven (7) calendar days before the vacancy is filled. The Employer will notify the Union, electronically, of the name of the employee selected to fill a vacancy, stating his/her seniority date and title of the classification. Temporary transfers may be used, if necessary, during the posting period.
- 164 A vacancy may not be filled from a posting one hundred twenty (120) calendar days after the posting expiration date. The vacancy must be reposted if it is to be filled.
- 165 If it should become necessary in filling a vacancy to bypass an employee's seniority, reasons for denial shall be given in writing to such employee with a copy to the Steward of the district.
- 166 An employee who is promoted, transferred or demoted must satisfactorily complete a trial period of three (3) months and 520 hours of work, whichever is longer. Prior to the expiration of this period, either the Employer or the employee may declare the trial period unsatisfactory, and the employee shall return to his/her former position at his/her former pay rate, classification, and shift. If the Employer determines an employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the Employer with a copy to the Union. The matter may then become a proper subject for the grievance procedure.
- 167 Upon request from the University, the Union agrees to negotiate over the use of open rank postings during the time this contract is in effect. An open ranking posting is a posting that allows the hiring unit to hire from the applicants into any of the levels applicable to the posting.
- 168 During the trial period, employees will receive the regular rate of the job they are performing.
- 169 An employee who bids on a vacancy that is posted under this section and is subsequently selected and placed in the vacancy shall remain assigned to it for three (3) months following the three (3) months and 520 hours of work, whichever is longer, trial period before becoming eligible to bid on another posted vacancy.
- 170 Employees covered by this Agreement may be temporarily assigned to partial duties or responsibilities in other classifications where a need arises and the employee has the skills and abilities to perform that work. If an employee is temporarily assigned to perform the essential responsibilities of a job with a higher maximum rate for at least four hours or more per day, and he/she is capable of doing the job, he/she shall receive an increase of fifty (50) cents per hour, or the starting rate, whichever is greater, but in no event shall he/she be paid more than the maximum rate of the job to which he/she is temporarily assigned. If the temporary assignment in a higher classification is for four (4) hours or more, the employee will receive the increase in pay for eight (8) hours. An employee who is assigned on a temporary basis to a job in a lower pay grade shall have his/her hourly pay rate maintained. This section shall not be used to circumvent the posting requirement as stated in this Article.
- 171 If an employee is temporarily assigned to work as a supervisor for eight (8) consecutive hours or more, he/she shall receive, in addition to his/her regular pay, one dollar and fifty cents (\$1.50) per hour differential compensation. Such differential compensation will not increase the hourly base rate.

- 172 The procedures for filling vacancies may be bypassed for the following situations:
1. Employees drawing Workers' Compensation benefits for any position at their former or lower compensation grade levels, the duties of which they are able to perform, provided that during their absence they did not become subject to layoff.
 2. Former seniority employees who have filed for unemployment compensation.
- 173 The parties recognize the Employer's commitment to and program for Affirmative Action. To that end the parties agree to cooperate to the extent possible for the achievement of the Affirmative Action objective. When it is necessary to fill vacancies for Affirmative Action purposes, such action must be proven under the provision of the Affirmative Action plan of the Employer. The University and the Union will meet to discuss any problems associated with the filling of vacancies for affirmative action purposes. Following discussion, the action may be permitted.
- 174 Trades Helpers – notwithstanding the other provisions of this Agreement, the following shall apply to the classification of Trades Helper I and Trades Helper II:
1. Except in cases of layoff of seniority employees from other classifications, vacancies shall be open to SSTU members as well as other employees of MSU and external candidates without any consideration or preference for seniority.
 2. Paragraph 160 shall not apply, except that a pool posting may be used. If a pool posting is used, there shall be no limit to the number of positions that may be filled under a single posting.
 3. Postings for Trades Helper I and/or Trades Helper II may be up for an indefinite period of time without limit.
 4. Other than in cases of layoff from another classification, any person, including a seniority employee, who enters the Trades Helper I or Trades Helper II classifications shall be required to serve a probationary period of twelve (12) months. Cases of layoff from another classification shall be addressed as per the terms of this Agreement. A seniority employee, who enters the Trades Helper I or Trades Helper II classifications shall be allowed a sixty (60) day period to return to the employee's former position at the former pay rate, classification, and shift.

A seniority employee, who enters the Trades Helper I or Trades Helper II classifications shall be allowed a ninety (90) day period to return to the employee's former position at the former pay rate, classification, and shift.

In the case where a seniority employee who has entered the Trades Helper classification and is serving a probationary period is not able to successfully complete the probationary period of twelve (12) months, the Employer shall meet with the employee and the Union prior to the termination of said employee. The employee shall have the right to decline union representation.

- 175 Upon request from the University, the Union agrees to negotiate over the creation of an apprenticeship program during the time this contract is in effect.

ARTICLE 40

TRANSFERS

- 176 Transfer of Employees: If an employee with seniority is transferred from one occupational group to another occupational group, he/she will be given seniority in the new occupational group equivalent to that which he/she had accrued in the occupational group from which he/she is transferred at which time all of his/her seniority in his/her former occupational group shall be cancelled.
- 177 An employee who is transferred to a position under the Employer, not included in the SSTU, shall accumulate seniority for the first 180-day provided he/she returns to a SSTU position during the 180-day period. In the event the employee returns to a position in SSTU after the initial 180 day period, his/her seniority shall have been frozen as of the date he/she transferred out of SSTU and shall accumulate additional seniority beginning on the date he/she returns to a position in SSTU.
- 178 Employees transferring under the above circumstances, Transfers Paragraphs 176 and 177 shall retain all rights accrued for the purposes of any fringe benefits provided for in this Agreement.
- 179 If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification so long as the employee possesses the knowledge, skills, and ability to perform the work. Location exchange will be considered in such cases.
- 180 The Employer agrees that in any movement of work not covered above in Transfers Paragraphs 176, 177, and 178, he/she will discuss the movements with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 41

CLASSIFICATION AND WAGES

- 181 Wages shall be paid in accordance with the Wage Schedule as set forth in Appendixes III and IV. All listed classifications and corresponding wage rates shall remain in effect for the term of the Agreement unless the job content of any classification is changed.
- 182 The Employer retains the right to eliminate, change and establish classifications. In the event a new classification is established or an existing classification is changed, the Employer shall place it in an existing pay grade in the Wage Schedule or in a new pay grade, on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of existing classification.

- 183 The following procedure will be used whenever a new or changed classification is placed in the Wage Schedule, as provided in Paragraph 182 of this Article.
1. The Employer will provide the Union with a written copy of the new or changed classification which shall describe the job content sufficiently to identify the classification.
 2. Upon receipt of the Employer's classification description, a reasonable number of representatives of the Union may meet with representatives of the Employer to discuss the new or changed classification and the placement in the Wage Schedule.
 3. If there is a disagreement with the placement in the Wage Schedule, a grievance concerning compliance with Paragraph 182 of this Article may be processed through the Grievance and Arbitration Procedure, provided it is submitted in writing at Step III of the Grievance Procedure within seven (7) working days after the Union is afforded the opportunity to discuss the matter with the Employer. If such a grievance is processed through Arbitration, the Arbitrator shall have no power or authority to revise the classification, but only to determine whether the proper placement has been made in the Wage Schedule in accordance with Paragraph 182 of this Article.
- 184 The Union recognizes the University's right to institute a review and revision of its current classification system, and to make changes to the current system or to replace the current system entirely. The University shall inform the union when it begins any broad review of the classification system as a whole, and to meet with the Union at least once a month while such a review is on-going to solicit the Union's input on this process. The University agrees to meet with the Union upon demand to bargain in good faith over the impacts of this review upon wages and other mandatory subjects of bargaining. Any changes to the current classification system which result from the review and revision to the classification system shall be exempt from Paragraphs 183 above. This provision does not apply to routine reviews of classifications as have occurred in the past.

ARTICLE 42

WAGE RATE INCREASE PLAN

A. Wage Rate

- 185 Effective the first full pay period following full ratification by the parties and without retroactivity, the minimum and maximum of each grade level shall be increased by 1.00% based on the January 1, 2022 through December 31, 2025 Memorandum of Understanding as agreed to between the parties. Each employee on the active payroll on that date shall have his/her base rate of pay increased by 1.00% as per the health care and wages agreement agreed to between the parties.
- 186 Effective July 1, 2023, the minimum and maximum of each grade level shall be adjusted based on the January 1, 2022 through December 31, 2025 Memorandum of Understanding as agreed to between the parties. Each employee on the active payroll

on that date shall have his/her base rate of pay increased by the appropriate amount as per the health care and wages agreement agreed to between the parties. A copy of the new wages will be made available to the Union when known.

- 187 Effective July 1, 2024, the minimum and maximum of each grade level shall be adjusted based on the January 1, 2022 through December 31, 2025 Memorandum of Understanding as agreed to between the parties. Each employee on the active payroll on that date shall have his/her base rate of pay increased by the appropriate amount as per the health care and wages agreement agreed to between the parties. A copy of the new wages will be made available to the Union when known.
- 188 Employees may receive a lump sum payment for merit or other reasons deemed appropriate by the University. Decisions under this paragraph shall be up to the Employer and not subject to the grievance procedure or arbitration.
1. The Employer will provide written criteria to the Union for awarding of such payments before lump sum payments may be made under this paragraph. The Union may request a special conference to discuss the criteria within fourteen (14) days of receipt, but the Employer shall have the right to implement the criteria and make lump sum payments under this paragraph. Said special conference will not be used to discuss merit payments to individual employees.
 2. The Employer will provide the Union a complete listing detailing any and all lump sum payments made under this paragraph at the end of each fiscal year.

B. Movement Within Grade Levels

- 189 A review will be made of all employees, except Apprentices, represented by Spartan Skilled Trades Union whose wage rate is not at the maximum of their current grade level. If an employee meets the following qualifications:
1. Has been in their present classification for two (2) years or more.
 2. Has at least a satisfactory rating on each of their last two (2) Employee Evaluation rating forms, that employee will receive an increase to bring their wage rate to the maximum of their current grade level.
 3. Possesses the necessary certifications and licenses outlined in their classification. A document showing this information will be made electronically available to employees.

During the term of this Agreement, an employee whose wage rate is not at the maximum of their current grade level and who does not meet the qualifications as listed above shall be:

1. Reviewed on a semiannual basis and will be granted an increase based upon a satisfactory work record. Employees shall progress to the top of their current grade level at any time within a two (2) year period as provided above. High Voltage Electricians will progress to the top of their current grade level at any time within a three (3) year period.

2. Reviewed and upon meeting the qualifications as listed above, shall, effective the date of qualifications, receive an increase to bring their wage rate to the maximum of their current grade level.

A written record of the date and the outcome of the review will be made.

In no case will an increase exceed the maximum rate for the classification.

ARTICLE 43

WORKING HOURS

A. Shift Differential

- 190 Employees who work on the second or third shift shall receive, in addition to their regular pay one dollar and fifty cents (\$1.50) for classifications level 915 and lower or three dollars (\$3.00) for classifications level 916 and higher, per hour additional compensation. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

B. Shift Hours

- 191 The first shift is any shift that regularly starts on or after 5:00 a.m., but before 1:00 p.m. The second shift is any shift that regularly starts on or after 1:00 p.m. but before 9:00 p.m. The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m.

C. Rest Periods

- 192 Employees may take a rest period of not more than fifteen (15) minutes for each half-day of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

D. Wash-Up Time

- 193 Employees will be given the necessary time prior to punching out, to wash up and change uniforms, if used.

E. Call-In Pay

- 194 An employee reporting for emergency duty at the Employer's request for work which he/she had not been notified of in advance and which is outside of and not continuous with his/her regular work period, shall be guaranteed at least three (3) hours pay and three (3) hours work at the rate of time-and one-half. An employee who reports for such emergency duty in Infrastructure Planning and Facilities which is of a minimum five (5) hours duration and which is continuous with his/her scheduled start time, shall receive a one (1) hour paid break prior to beginning scheduled work. An employee

who reports for scheduled work and no work is available will receive three (3) hours pay at his/her regular straight time rate. Paragraph 194, Call-in Pay shall apply when an employee is contacted away from the workplace for unscheduled emergency duty. An employee contacted away from the workplace and who begins work within three (3) hours of a regular shift starting time shall receive the full three hours call-in pay at time-and-one-half.

When an employee has arrived at the workplace for a regularly scheduled shift and is then assigned to begin work early, Paragraph 194 does not apply. If the employee assigned to begin work early also completes the regular schedule of work in accordance with Paragraph 200 or Paragraph 204, a., then the employee will be paid for actual time worked before the start of the regular shift at time-and-one-half, or a one-half-hour minimum at time-and-one-half, whichever is greater.

F. Standby Pay

- 195 General – Standby Pay compensates employees to be available to report to work during their off-duty hours.

Management has the exclusive right to identify when to offer Standby Pay and the trade(s) eligible to participate, on a case-by-case basis.

196 Definitions

1. Standby is defined as being available for work during off-duty periods.
2. Standby Pay is defined as one (1) hour of an employee's straight time rate of pay Monday through Friday, two (2) hours on a Saturday and Sunday, and three (3) hours on University-recognized holidays per day that the employee is scheduled on standby.
3. A day is defined as the 24-hour period beginning at the start of the assignment.

197 Compensation

1. Where a standby assignment is for less than a full 24-hour period, the employee(s) working the assignment will receive one (1) hour of his/her straight time rate of pay Monday through Friday, two (2) hours on Saturday and Sunday, and three (3) hour on University-recognized holidays.
2. Standby Pay will not be considered either "time worked" or "time paid" for purposes of calculating overtime pay.
3. Standby Pay is not subject to shift differential.

198 Expectations – Employees assigned to Standby will be issued a cell phone, or other similar communication type of device. Such device must be carried on the person assigned or otherwise immediately available to the employee and maintained in good working order, fully charged and able to receive messages.

Employees designated for standby must be available to come to work if needed. Available is defined as:

1. Able to perform the full scope of duties if called;

2. Able to report for duty within a maximum of 60 minutes from the time of the page or call;
3. Not engaged in any activity (nor still under the effect of recently being engaged in any activity) that would limit their ability to report to or fully function at work, including but not limited to; consumption of alcohol or illegal drugs, being out of the area or failing to respond to a call or page;
4. Available for calls outside the regularly scheduled working hours by designated communication device.

If a standby duty employee is called and cannot be reached or does not report after a reasonable period of time (not to exceed sixty (60) minutes), the employee will forfeit the call-in assignment and call-in pay and is subject to discipline. Standby Pay for the day will also be forfeited.

- 199 Volunteering and Assignment – Individuals in the identified trade(s) may volunteer for Standby Pay. In the event there are more volunteers than are necessary to fill the assignments, the assignments will be rotated on the basis of seniority provided that the employee possesses the knowledge, skills, and ability to perform the work.

Remaining volunteers will be placed on an alternate list and substituted as necessary by the employer.

Alternate volunteers will not be paid Call-In Duty Pay unless they are called upon to replace an employee.

In the event there are not enough volunteers to fill the necessary positions, the assignments will be rotated on the basis of inverse seniority so long as the employee in the identified trades possesses the knowledge, skills, and ability to perform the work. This shall not apply to any employees already on a call-in method under Paragraph 211. The assignment shall be for a period of one week commencing on Monday and ending on Sunday.

G. Time-and One-Half

- 200 Time-and-one-half the regular rate of pay will be paid for all time worked in excess of eight (8) hours in an employee's workday, or above ten (10) hours in an employee's workday for those regularly scheduled to work a ten (10) hour shift. Time-and-one-half the regular rate of pay will be paid for all hours worked in excess of forty (40) hours in an employee's workweek.
- 201 Scheduled work on Sunday (excluding trouble-truck) which falls outside of the normal work schedule, shall be paid at time-and-one-half the regular rate of pay.
202. For the purpose of computing overtime pay all holiday hours paid will be considered Time worked.
- 203 Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

ARTICLE 44

TIME-AND-ONE-HALF IN SEVEN-DAY OPERATIONS AND IN OTHER SPECIFIC AREAS OF WORK

- 204 The following provisions apply to seven-day operations and other specific areas of work within the work groups designated.
1. Time-and-one-half the regular straight time rate will be paid to employees assigned to seven-day operations who work over forty (40) hours in a work week. It is further agreed that the above provision applies to the Swing Shift Maintenance Shop Trouble Trucks within Infrastructure Planning and Facilities.

ARTICLE 45

A. EQUALIZATION OF OVERTIME HOURS

- 205 In Infrastructure Planning and Facilities Maintenance Services overtime equalization shall be by Shop or Crew. Up-to-date overtime lists showing the accumulated hours shall be posted in a prominent place in each shop once a month. An electronic copy of all lists shall be sent to the Union's e-mail address at the same time.
- 206 Whenever the opportunity for scheduled overtime exists, the employees in the shop or crew with the least number of accrued hours having the classification and capable of performing the work will, except in necessary emergencies, be offered the opportunity first. The Union reserves the right to grieve what is considered an emergency. If the employee works the offered overtime s/he will be charged for the number of hours worked. If the employee refuses the overtime it will be offered to the next employee on the list, and s/he will be charged with turndown hours in the amount equal to the hours that were worked (2 hour minimum). This continues down the list until the number of employees required to perform the work has been met. If a Supervisor has exhausted the list or lists that they have control of, and there is still a need for employees to perform the work, they must offer the overtime to anyone who has the classification needed and is capable of performing the work, regardless of the Shop or Crew list they may be on.
- 207 The parties recognize that in a Shop there can be Project Teams, Service Routes, and Crews. When these exist and there is scheduled overtime available, it shall be offered in the case of the Project Teams and Crews in the manner set forth in Paragraph 206. In the case of Service Routes it will be offered to the employee or employees assigned to the route first and then in the manner set forth in Paragraph 206.
- 208 On July 1 each year, the amount of overtime hours accrued by each employee on the OTE lists will be reduced to zero. The order of employees as they ended up on the June 30th OTE list will remain in that order for the start of the next accrual year.
- 209 New employees shall assume the highest number of overtime hours, plus one on the OTE list that they are assigned to. Employees that move to a different Shop or Crew shall have their existing hours carried with them to the new shop or crew OTE list.

- 210 The Employer will continue the practice of balancing the work between any multi-craft shop or crew and Electrical, Mechanical, Plumbing and Structural shops.
- 211 Shops agree to provide a structured means to accomplish answering a call-in situation to meet the needs of the University. This can be done by setting up an OTE list, a rotational or standby type arrangement, or some other means on an annual basis (July 1 to June 30 of the following year).
1. Shops shall select or renew call-in method prior to July 1st of every year. The method chosen will be determined by a majority vote of qualified shop personnel. Paragraphs 195 to 199 shall apply if the standby option is selected and approved.
 2. Employees who are in any multi-craft shop may volunteer to be included in the call-in method previously chosen by the shops with their respective classification.
 3. If the Employer or the Union disagrees with the proposed call-in method, a Special Conference will be held between the Employer and the Union to resolve the issue.
 4. If the issue is not resolved by July 1st of a given year or the parties cannot reach agreement, the method of equalizing overtime specified in Paragraph 206 shall be followed with all of those employees voting being placed on a call-in OTE list. If the issue is settled after July 1st, the agreement reached in the Special Conference shall take affect and continue for the remainder of the annual year; (July 1st to June 30th of the following year).
- 212 In the event of an emergency call-in, all employees called and all of those who reported will be charged a minimum of 3 hours. If a dispute arises over attempted calls, a phone log, written or electronic, shall be considered sufficient proof of the call unless produced phone records prove otherwise.
- 213 Employees responding in a call-in situation will be generally expected to report within one (1) hour or less, if possible.
- 214 Special event overtime will be offered to employees by the classification needed in a seniority rotational order. The employee must be able to perform the work. Any hours worked will be recorded on the OTE lists. The list shall not be reset at any time; it will retain its rotational order from year to year. New hires shall be placed at the bottom of the list on the day they are hired.

B. Equalization of Overtime Hours – FRIB

- 215 Overtime hours shall be divided equally as practicable among employees qualified to perform the work. An up-to-date list showing overtime hours will be posted electronically every month.
- 216 Whenever overtime is required, the person with the least number of overtime hours capable of performing the work, will, except in necessary emergencies, be called first and so on down the list in an attempt to equalize the overtime hours. The Union reserves the right to grieve what is an emergency. Where significant efficiencies are a consideration, OT may be assigned to the person(s) currently working on it.

217 For the purpose of this clause, an employee who did not choose to work will be charged the highest number of overtime hours of the employees worked during that overtime period. In the event of an emergency call-in, all persons attempted to be contacted or who report to perform the work will be charged the time.

218 On July 1 each year, the amount of overtime hours credited to each employee will be reduced to zero. The order of individuals will remain unchanged.

219 New and transfer employees shall be given the same number of overtime hours as the employee with the highest number of hours on the overtime list, plus one hour.

C. Equalization of Overtime Hours – Research Shops and Other Areas not otherwise covered in Article 45

220 Overtime hours shall be divided as equally as practicable among employees in the same classification in each unit. Up-to-date overtime lists showing the accumulated hours shall be posted in a prominent place in each unit once a month and made available to the Union upon request.

221 When overtime is required the employee with the least number of accumulated hours on the list and capable of performing the work will be asked first. If that employee turns down the overtime then the next person with the least number of hours will be asked and so on down the list in an attempt to equalize the overtime hours. In an emergency, this procedure may not be followed but the Union reserves the right to grieve what is an emergency.

222 For the purpose of this clause, any employee who did not choose to work or was not available for the overtime will be charged turndown hours equivalent to the hours of the employee who did work the overtime.

223 On July 1st of each year the accumulated overtime hours that each employee has on the overtime list shall be reduced to zero. The order in which each employee appears on the list should be based on the amount of overtime charged to each employee during the previous year, starting with the employee with the least amount of overtime charged.

224 New or reclassified employees will be charged with the highest number of hours plus one on the overtime list that they are assigned to by their classification.

D. 30 Days' Notice of Change

225 Upon providing 30 days' notice to the Union, Research Shops and other areas not otherwise covered in Article 45 may substitute the following equalization of overtime procedures for Paragraphs 220 and 221, respectively:

1. Overtime hours shall be divided as equally as practicable among the employees qualified to perform the work. An up-to-date list showing overtime hours will be posted electronically every month and made available to the Union upon request.

2. Whenever overtime is required, the person with the least number of overtime hours capable of performing the work, will, except in necessary emergencies, be called first and so on down the list in an attempt to equalize the overtime hours. The Union reserves the right to grieve what is an emergency. Where significant efficiencies are a consideration, OT may be assigned to the person(s) currently working on it.

ARTICLE 46

LONGEVITY PAY

- 226 All regular employees of the Employer shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.
- 227 LONGEVITY YEAR – The longevity year is defined as the twelve-month period beginning October 1 of each year and ending September 30. For longevity payment purposes only, a year of continuous full-time service is defined as any longevity year in which the employee is actively employed for at least 39 calendar weeks (273 calendar days).
- 228 Longevity pay shall be computed as a percentage of the employee's regular annual base wage. Base wage shall be that wage which an employee is being paid on September 1 of the calendar year in which the longevity payment is due. The annual base wage shall be equal to the employee's hourly rate times 2080 hours as of September 1 of the calendar year. If an employee is not on the payroll at that time, the hourly rate to be used will be the hourly rate upon his/her return. Base wage shall not include overtime or premium pay.
- 229 INITIAL ELIGIBILITY – The last date of hire as a regular employee will be used as the normal longevity date. To qualify for the first longevity payment, an employee must have completed six (6) years of continuous service as of October 1 of any year. To qualify for initial eligibility, the employee must have been on active employment for at least 39 calendar weeks (273 calendar days) for six (6) consecutive years and an employee as of October 1 of that year to receive the longevity payment. Periods of active employment of less than 39 calendar weeks will be counted toward the employee's years of continuous service.
- 230 CONTINUING ELIGIBILITY – After establishing initial eligibility, employees must be actively employed for 39 calendar weeks (273 calendar days) during the longevity year and an employee as of October 1 to receive the longevity payment on December 1. Periods of active employment of less than 39 calendar weeks, while not qualifying the employee for payment of longevity, shall be counted toward the employee's years of continuous service.
- 231 Payments to employees who are eligible each October 1 will be paid on December 1. No longevity payment as shown in the schedule below shall be made for that portion of an employee's regular wage which is in excess of \$9,500.

232 All regular employees as of July 22, 1996 shall be “grandfathered” under the current Longevity Pay program. Employees who hire into the bargaining unit after July 22, 1996, will be, and shall remain, ineligible for the Longevity Pay program.

233 Longevity Pay Schedule

Continuous Service	Annual Percentage
6 or more and less than 10 years	2%
10 or more and less than 14 years	3%
14 or more and less than 18 years	4%
18 or more and less than 22 years	5%
22 or more and less than 26 years	6%
26 or more years	8%

ARTICLE 47

HEALTH CARE COVERAGE

234 Health care programs are subject to the 2022 Memorandum of Understanding between Michigan State University and the MSU Coalition of Labor Organizations (MSU/Coalition Memorandum), until such time as a new agreement is reached either with the JHCC or individual bargaining with the Union or as otherwise permitted by law.

235 Employees may enroll within thirty (30) days of employment or appointment to an eligible status or during an annual open enrollment. Enrollment information and forms are available through the Human Resources website.

236 Regular bargaining unit employees will have a dental program.

237 Dental:

1. Fees for the following services will be covered on usual, customary and reasonable basis with a 50% co-payment subject to a \$600 annual maximum per individual. Services include basic diagnostic, preventative, emergency palliative, restorative, oral surgery, endodontics, periodontics, and prosthodontics. In addition orthodontics will be covered subject to a \$600 lifetime maximum per individual. This program will be provided by an insurance carrier selected by MSU. These benefits will be provided consistent with the carrier's conditions and procedures.
2. Regular bargaining unit employees will have the option to select a managed care dental plan effective July 1, 1995. The program will be provided by a carrier selected by MSU. These benefits will be provided consistent with the carrier's conditions and procedures. Employees choosing this plan shall pay any premium cost greater than the premium cost of the plan described above.

ARTICLE 48

DISABILITY PLANS

A. Extended Disability Plan

- 238 Eligibility – Regular full-time employees with at least sixty (60) continuous full-time equivalent (FTE) service months are eligible for extended disability leave.
- 239 Usage – In cases which are expected to result in total disability, eligible employees will be granted extended disability leave with full pay and benefits for up to six (6) months from last day worked. This leave will include the aggregate of accumulated sick leave, vacation and personal leave to the extent these benefits are due the employee. This leave will be extended beyond six (6) months until all paid leave accruals have been exhausted. Employee agrees to repay the University all extended disability leave benefits paid, if Employee does not receive long-term disability benefits.

B. Long-Term Disability Plan

- 240 A University-paid Long-Term Disability Plan will be granted to all regular full-time employees with at least twelve (12) continuous full-time equivalent (FTE) service months.
- 241 After a minimum one hundred eighty (180) day disability waiting period, the LTD Program provides for a continuation of the monthly wage equal to sixty (60) percent of the monthly base rate of pay, up to a maximum benefit of \$15,000 (including any offsets, e.g. benefits from Social Security or Workers' Compensation).
- 242 The LTD Program also pays the employee's 5% contribution and the University's 10% contribution to the TIAA or Fidelity base retirement program or other substantially similar retirement programs made available through the University.
- 243 The LTD Program includes a three (3%) percent cost of living rider and a \$50 per month minimum benefit. Benefits are payable as provided below:

<u>Disability Commences</u>	<u>Duration of Benefits</u>
Less than 60	To age 65
60 but less than 65	4 ½ years
65 but less than 68 ½	To age 70
Age 68 ½ or over	1 year

- 244 At the Employer's expense, a disabled employee may continue to participate in the Employee Paid Life, dental and health care programs, if the employee is not on the active payroll.
- 245 For additional information, contact MSU Human Resources.

ARTICLE 49

EMPLOYEE PAID LIFE PLAN

- 246 The University will make available to regular full-time and part-time employees an optional life plan. The plan is entirely funded from employee premiums and rates are subject to future group experience. The plan is decreasing term with no cash or loan value and coverage may be selected in optional amounts depending upon age and the plan selected.

ARTICLE 50

BASIC LIFE EMPLOYER PAID LIFE PLAN

- 247 The Employer will provide, at no employee cost, a fully paid life plan to all regular full-time employees at the time of hire.
- 248 This program will provide a life plan in the case of death of an eligible employee on active-duty status (including unpaid leaves of absence of 180 days or less) in accordance with the provisions of the program administered by MSU HR Benefits.
- 249 The employee may designate a beneficiary if desired; if none is designated, the life insurance benefit payment will be made to the beneficiary under the Employee Paid Life Plan if enrolled; otherwise payment will be made in one sum to the survivors in the first surviving class of those that follow: Your a) spouse; b) children; c) parents; or d) brothers and sisters. If none, survivor's payment will be made in one sum to your estate.

ARTICLE 51

RETIREMENT BENEFITS

A. University Retirement

- 250 University Retirement Defined – University retirement shall be defined as 1) attainment of age 62 or older with 15 years of employment, or 2) at any age with 25 years of employment. Interruptions in employment of less than a one (1) year duration shall not constitute a break in service as it pertains to retirement.

An employee returning after twelve (12) months of her/his termination from University employment shall, after five (5) additional years of employment, receive credit for all past seniority for the purpose of retirement only.

With proper documentation, reemployed employees, after five (5) years of service, will be granted credit for all past seniority upon application to the Human Resources.

Under no circumstances shall reemployed employees be eligible to receive the University contribution towards the group health and dental coverage in addition to the

contributions to the separate employer contribution account described in Paragraph 252.

- 251 Effective 12/1/79, new retirees and covered spouses will remain eligible to maintain the prescription drug rider. Employees participating in group life insurance at the time of retirement and who were enrolled prior to 7-1-77 shall receive a \$2,000 University paid life insurance benefit.
- 252 Employees hired prior to July 1, 2002 and meeting the minimum retirement requirements will remain eligible to maintain group health and dental coverage for the employee, spouse/OEI and dependents and receive the Employer proportional contribution toward the lowest cost MSU retiree health care and dental plan.

Retiree health care and dental plan coverage for regular employees hired on or after July 1, 2002, but prior to July 1, 2010.

1. Upon official retirement from MSU (age 62 with at least 15 years of service credit or 25 years of service credit at any age), an official retiree may then enroll (or continue enrollment) in the health care and dental plan coverage available to MSU retirees. MSU will contribute, only for the official MSU retiree, 100% of the University contribution (excluding any Medicare premiums) toward the lowest cost available MSU retiree health care and dental plan. Enrollment in MSU health care and dental plan coverage is available for any eligible spouse, other eligible individual and/or dependent(s) if the official MSU retiree pays the full applicable premium cost for the coverage.
2. In the event of the death of an official MSU retiree, or an employee who meets the requirements to be an official MSU retiree, the surviving spouse, other eligible individual, and/or dependent(s), if any, may continue/enroll in health care and dental plan coverage through MSU by paying the full applicable premium cost.
 - a. If there is no surviving spouse or other eligible individual, eligible dependents may elect COBRA continuation coverage, if applicable.
 - b. The surviving spouse or other eligible individual cannot subsequently add a new spouse or other eligible individual and/or dependent(s) to their MSU health care and dental plan coverage.

Employer contributions for retiree health and dental plan coverage are not provided for employees hired on or after July 1, 2010.

Upon official retirement from MSU (age 62 with at least 15 years of service credit or 25 years of service credit at any age), an official retiree hired on or after July 1, 2010 may then enroll (or continue enrollment) in the health care and dental plan coverage available to MSU retirees at the employee's expense. Enrollment in MSU health care and dental plan coverage is available for any eligible spouse, other eligible individual and/or dependent(s) if the official MSU retiree pays the full applicable premium cost for the coverage.

Effective January 1, 2015, for benefits eligible employees hired on or after July 1, 2010 the University will, upon hire, contribute 0.5 % (one-half percent) of the employee's retirement eligible earnings into a separate employer contribution account within the

existing MSU 403(b) Retirement Plan on a pay period basis until one hundred twenty (120) vacation service months are reached; after one hundred twenty (120) vacation service months of service the University's contribution increases to 0.75% (three-quarter percent) of retirement eligible earnings.

1. MSU's contributions will be deposited into a default investment fund initially at an MSU designated retirement vendor; the employee can redirect to fund(s) of their choice by selecting from core options available in the 403(b) Retirement Plan including the brokerage accounts. Additional information on the default and optional investments is available online.
 2. The accumulated account balance will become 100% vested immediately.
- 253 An employee who retires under the definition in Paragraph 250 shall be paid for fifty (50) percent of his/her unused sick leave, but not to exceed a maximum of fifty (50) percent of one thousand two hundred (1200) hours, as of the effective date of separation.
- 254 An employee who does not meet the definition of University Retirement in Paragraph 250 but has at least five (5) years, but less than ten (10) years of continuous full-time service and has attained 65 years of age at the time of his/her separation shall be paid fifty (50) percent of his/her unused sick leave as of the effective date of separation. An employee who does not meet the definition of University Retirement in Paragraph 250 but has at least ten (10) years of continuous full-time service and has attained 65 years of age at the time of his/her separation shall be paid one hundred (100) percent of his/her unused sick leave as of the effective date of separation but not to exceed a maximum of one hundred (100) days unless he/she has received a University contribution to TIAA or Fidelity or other substantially similar retirement programs made available through the University in which case he/she shall be paid as in Paragraph 253.
- 255 Prorated longevity payments shall be made to those employees who retire under the definition of University Retirement in Paragraph 250 prior to October first of any year. This also applies to those employees not under the definition of University Retirement in Paragraph 250 but who are 65 years of age at the time of their separation. Such prorated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October first to the date of retirement or separation and shall be made as soon as practicable thereafter.
- B. Base Retirement
- 256 Michigan State University provides a base retirement program with the Teachers Insurance and Annuity Association (TIAA), Fidelity Investments or substantially similar retirement programs made available through the University and selected by the employee.

- 257 Eligibility and Participation – Regular full-time and part-time employees are eligible for participation in the MSU 403(b) base retirement options through the University in accordance with the following policies:
1. The program is optional to employees under age 35 or who are 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, it is not possible to disenroll from the program while employed at the University.
- 258 Premium Contributions – The base retirement options made available through the University are financed by five (5%) percent reduction from employee base wage, overtime, and shift differential with the University contributing ten (10%) percent.
- 259 It is further understood that the improved formula, contribution levels and method of benefit computation in addition to other provisions contained herein extend through the contract expiration date
- 260 Complete details concerning the provisions of the University's base retirement options are outlined in a brochure which may be obtained from MSU Human Resources.

ARTICLE 52

EDUCATIONAL ASSISTANCE

A. Qualifications

- 261 The University provides assistance to enhance an employee's educational and career development needs and goals for regular full-time and part-time staff.
- 262 Tuition from an accredited educational institution will be reimbursed for up to fourteen (14) credits per MSU academic year upon successful completion of the course(s). A grade of 2.0 or better (or CR – credit) is required for a credit course.
- 263 Institutions under such government training programs as the G.I. Bill of Rights will also be accepted.
- 264 If the employee is covered by benefits such as scholarship or fellowship aid, government aid, GI benefits, or similar assistance, reimbursement will be made only for that portion of the tuition which exceeds the amount of those benefits.

B. Release Time

- 265 When a course is not available during non-working hours, the employee may request release time with pay not to exceed five (5) hours per week to attend one course. The department administrator or designee shall determine whether unit functions will allow

such release time to be granted. Such determination shall be within the sole discretion of the Employer.

C. Eligibility

- 266 The benefits become effective if the first day of class commences after the employee has completed twelve (12) continuous full-time equivalent service months. The employee must have approval of his/her supervisor and/or department/unit administrator.
- 267 The employee must be admitted to the educational institution where the course work will be taken and must be employed full-time or part-time when course work is completed to be eligible for reimbursement. Employees who are laid off after a course(s) has begun will be eligible for reimbursement upon its completion.

D. Tuition Reimbursement

- 268 To receive reimbursement for MSU courses, the employee shall submit the completed educational assistance form with departmental approval to Human Resource Development at least ten (10) days prior to the start of class. To receive reimbursement for non-MSU courses, the employee shall submit the completed educational assistance form with departmental approval to Human Resource Development at least ten (10) days prior to the start of class and send evidence that he/she has successfully completed the course within fifteen (15) days of the receipt of such evidence.

1. Tuition reimbursement for MSU credit courses

- a. The Employer shall pay for approved course(s) which are successfully completed on the following basis:
- i. For undergraduate credit courses taken through MSU, the tuition fee up to the MSU upper division undergraduate tuition rate per credit taken, not to exceed 14 semester credits per academic year.
 - ii. For graduate credit courses taken through MSU, the tuition fee up to $\frac{1}{2}$ of the MSU upper division undergraduate tuition rate per credit taken, not to exceed 14 semester credits per academic year.
 - iii. Registration fees, course fees, lab fees, books and other course materials charged by MSU are the responsibility of the student.

2. Tuition reimbursement for non-MSU credit courses

- a. The Employer shall pay for approved course(s) which are successfully completed on the following basis:
- i. For credit courses taken through Michigan-based schools, the tuition fee up to $\frac{1}{2}$ of the MSU upper division undergraduate tuition rate per credit taken, not to exceed 14 semester credits per academic year.

- ii. Registration/matriculation fees, course fees, lab fees, books and other course materials charged by Non-MSU institutions are the responsibility of the student.
- iii. For credit courses taken through online only and non-Michigan based schools, the tuition fee shall not be covered.

E. Tuition Waiver for MSU credit courses

269 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 waiver to be used in the event she/he does not successfully complete the course(s).

270 Employees interested in utilizing the tuition waiver program must submit their educational assistance application complete with departmental approval to Human Resource Development thirty (30) days prior to the semester billing date set by the Fees and Scholarship office. The application must be marked with a request for tuition waiver.

271 If the above timelines are met and the educational assistance application is approved, Human Resource Development will forward a list of employees eligible for tuition waiver to the Fees and Scholarship office and to the Union.

272 The tuition waiver is for up to fourteen (14) credit hours per academic year. Employees will be responsible for all charges in excess of:

1. For undergraduate level courses: the matriculation fee and charges in excess of the MSU upper division undergraduate tuition rate.
2. For graduate level courses: The matriculation fee and charges in excess of $\frac{1}{2}$ the MSU upper division undergraduate tuition rate.

Human Resources will supply the Fees and Scholarships office with the total credits available for tuition waiver for each eligible employee. 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 approval of the department administrator or designee and Human Resources.

273 Employees who have had their tuition waived authorize Human Resources to verify successful completion of approved courses at the end of the semester. In cases where tuition waivers are withdrawn (e.g. terminated employee, non-approved course, unsuccessful completion), the University will attempt to payroll deduct the waiver tuition. If the University is unable to make collection through payroll deduction, the Union agrees to be responsible for the outstanding debt(s).

Under no circumstance shall the combination of tuition reimbursement or waiver exceed 14 semester credits per academic year.

F. Non-credit Courses

- 274 Employees may apply for reimbursement and release time for job-related, non-credit 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, high school adult education programs, Human Resource Development programs or other Human Resource Development approved educational/training programs.
- 275 If non-credit courses only are being taken during an academic year, reimbursement will not exceed eight hundred (\$800.00) dollars.
- 276 If non-credit courses are being taken during the same academic year as a course per sections D and E above, the total reimbursement will not exceed the MSU rate per credit for fourteen (14) credit hours at the MSU upper division undergraduate tuition rate.
- 277 Employees must document their successful completion of non-credit courses by submitting either (1) a certificate from the course signed by the instructor, or (2) a form provided by Human Resources signed by the instructor.

G. Course Fee Courtesy

- 278 Full-time employees with 60 full-time equivalent service months are eligible under the course-fee courtesy policy as it is provided to the faculty of the University.

ARTICLE 53

ASSIGNMENT OF COLLEGE OF AGRICULTURE AND NATURAL RESOURCES EMPLOYEES

- 279 Time-and-one-half the regular straight-time rate will be paid to all employees in the bargaining unit who work over eighty (80) hours in any pay period of two (2) calendar weeks in the College of Agriculture and Natural Resources.
- 280 The Employer will provide jobs for students to the end that impecunious youngsters may secure an education. Many students are employed in order to receive practical training as a part of their education. Therefore, the Employer's current policy with respect to the employment and assignment of students in the College of Agriculture and Natural Resources will be continued.
- 281 The University's current policy with respect to the employment and assignment of academic personnel, graduate students and students on research projects in the College of Agriculture and Natural Resources may spend up to thirty (30) percent of their time performing work outside of their supervisory duties in work related to research and special assignments in the bargaining unit.
- 282 Additionally, it is understood that, in emergency situations when regular employees are not immediately available, supervisory employees in the College of Agriculture and Natural Resources may be required to perform work within specific job classifications.

The same thing is true when operational difficulties are encountered or in the testing of materials. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned and no dispute over the policy stated above shall be occasioned by such demonstration

ARTICLE 54

SUPERVISION WORKING

- 283 It is the policy of the Employer that foremen and supervisory employees shall not perform work in any job classification of the bargaining unit; however, it is understood that occasionally management personnel are required to perform manual tasks and, in those situations, the Union agrees there is no violation of the policy herein stated.
- 284 Additionally, it is understood that, in emergency situations when regular employees are not immediately available, supervisory employees may be required to perform work within specific job classifications. The same thing is true when operational difficulties are encountered or in the testing of materials. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned and no dispute over the policy stated above shall be occasioned by such demonstration.

ARTICLE 55

STUDENT LABOR

- 285 It is the policy of the Employer to provide jobs for students to assist them in obtaining an education. It is the intent of the Employer to use student employees to supplement the regular work force and not replace it.

ARTICLE 56

SPECIAL CONFERENCES

- 286 Special Conferences to discuss important matters (not current grievances) will be arranged by the local President and/or Chief Steward and the Employer or its designated representative upon request of either party. Such meetings shall be between no more than four (4) representatives of the Employer and no more than four (4) representatives of the Union, unless more are mutually agreed to. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This meeting may be attended by a non-employee representative(s) of the SSTU.

ARTICLE 57

SAFETY APPAREL

- 287 Any employee's safety apparel or apparatus required by University rules and/or applicable laws, will be paid for by the University. The safety boot allowance shall be no less than \$200.00.
- 288 The parties agree that employees shall obtain eye examinations and prescriptions at their own cost. The Employer through an approved vendor shall make available to such employees a pair of prescription safety glasses at no cost.
1. Should an employee desire to utilize frames and lenses which cost more than the basic line of frames and lenses subsidized by the Employer, he/she may do so, but the employee shall pay any additional costs over and above the basic line of approved frames and lenses.
 2. Employees can obtain replacement glasses with any prescription change and/or after one (1) year of normal use.

ARTICLE 58

PHYSICAL EXAMINATIONS

- 289 While on assignment if an employee believes he/she has been exposed to hazardous conditions and requests an examination, the University, upon responsible verification of the hazardous condition, shall arrange the proper examination. The employee shall notify his/her supervisor who shall process the request as soon as possible. All medical records on any examinations conducted shall be available to the employee upon request of the employee's Health Provider.

ARTICLE 59

TOOLS

- 290 Employer will provide tools for Mechanic Automotive. Such tools will be the property of the Employer.

ARTICLE 60

SUPPLEMENTAL AGREEMENTS

- 291 All supplemental agreements shall be subject to the approval of the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by either party.

ARTICLE 61

SAVINGS CLAUSE

- 292 If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto the Employer and the Union shall immediately enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 62

CONTRACT DOCUMENTS

- 293 The provisions herein contained constitute the entire Agreement between the parties.

ARTICLE 63

TERMINATION AND MODIFICATION

- 294 This Agreement shall continue in full force and effect from the date hereof until 11:59 p.m., June 30, 2026, and from year to year thereafter unless notice of termination or modification is given as provided in Paragraphs 295, 296, and 297 below.
- 295 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.
- 296 If either party desires to modify or change this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective termination date of this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- 297 Notice of Termination Modification. Notice shall be in writing and shall be sufficient if sent by regular or electronic mail addressed to the Union President, and if to the Employer, addressed to Director, Employee Relations, or to any such address as the Union or the Employer may make available to each other.

298 This Agreement shall be effective from and after December 23, 2022, until and including June 30, 2026, with respect to all provisions of this Agreement.

ARTICLE 64

EFFECTIVE DATE

This Agreement shall become effective as of December 23, 2022.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS

Date Signed _____

EMPLOYER

SPARTAN SKILLED TRADES UNION

Melissa Woo, PhD, Executive Vice President
for Administration

Dan Barney, President
Spartan Skilled Trades Union

Christina Brogdon, Vice President and Chief
Human Resources Officer
MSU Human Resources

Jason Munsch, Vice President
Spartan Skilled Trades Union

NOT AVAILABLE FOR SIGNATURE
Richard W. Fanning, Jr., Director
Office of Employee Relations

Robert Gast, Chief Steward
Spartan Skilled Trades Union

Suzanne Konkle, Sr. Human Resources Prof I
Office of Employee Relations

Tom Remboski, Secretary-Treasurer
Spartan Skilled Trades Union

Anna Strimpel, Sr. Human Resources Prof I
Office of Employee Relations

Jim Brownlee, Recording Secretary
Spartan Skilled Trades Union

Cherie Booms, HR Assistant Director Benefits
MSU Human Resources

Erik Buckley, Negotiator
Spartan Skilled Trades Union

SIGNATURES ON FILE

Kevin Bragg, Skilled Trades Supervisor
IPF Maintenance Services Electrical Area

Kevin Doyle, Negotiator
Spartan Skilled Trades Union

Deborah Hafke, HR Assistant Director HRIT
MSU Human Resources

Jason Estronza, Negotiator
Spartan Skilled Trades Union

Michelle Jacobs, Unit HR Administrator II
Infrastructure Planning and Facilities

James Tomaszewski, Negotiator
Spartan Skilled Trades Union

Jayne Miller, Sr. Human Resources Prof I
MSU Human Resources

Carrie Murphy, Admin Business Manager/S
IT Services VP AND CIO

Stacy Nurenberg, Service Manager IV
IPF Building Services Business Office

Michelle Rutkowski, HR Director
Infrastructure Planning and Facilities

Teresa Vicary, Human Resources Manager
FRIB

SIGNATURES ON FILE

APPENDIX I
SPARTAN SKILLED TRADES UNION
SCHEDULE OF SKILLED TRADES
CLASSIFICATIONS AND GRADES

<u>Classification</u>	<u>Grade</u>
Cabinetmaker	915
Carpenter	912
Carpenter II*	915
FRIB Group Leader	921
Electrician	918
Glazier	915
Glazer II*	915
High Voltage Electrician	922
High Voltage Electrician – Power Plant	922
Instrument Maker I	914
Instrument Maker II	916
Instrument Maker III	918
Instrument Maker IV	919
Landscape Services Equipment Mechanic I	908
Landscape Services Equipment Mechanic II	915
Locksmith	908
Locksmith II*	915
Locksmith Access Control	916
Mason	915
Mason II*	915
Mechanic Auto I	908
Mechanic Auto II	915
Mechanic Blacksmith	916
Mechanic Electronics	916
Mechanic Elevator I	920
Mechanic Elevator II	924
Mechanic Fire Alarm Systems	916
Mechanic Heating Systems	917
Mechanic Heating Ventilation Air Conditioning (HVAC)	916
Mechanic Maintenance	916
Mechanic Metal Worker	916
Mechanic Refrigeration**	917
Mechanic Telecommunication	916
Mechanic Water Treatment	916
Painter	908
Painter II*	915
Phy/Astronomy Research Shop Sr Des FAB	918
Pipefitter	917
Pipefitter/Welder	918
Plumber	918
Power Plant Electrician	918
Preventive Maintenance Worker	904
Research Shop Coordinator	919

Research Trades Assistant I	906
Research Trades Assistant II	909
Roofer	910
Roofer II*	915
Sign Maker	910
Skilled Trades Inspector	919
Trades Helper I	901
Trades Helper II	905
Upholsterer	908
Welder	916

*Employees hired on or after July 1, 2010 will not be eligible for these 915 Level II classifications

Employees currently in the progression path shall proceed according to established procedures.

**Absorption and Refrigeration Crews are to be combined.

APPENDIX II
SPARTAN SKILLED TRADES UNION
SCHEDULE OF SKILLED TRADES
CLASSIFICATIONS BY GRADES

Effective 1/01/2023

<u>Classification</u>	<u>Hourly Minimum</u>	<u>Range Maximum</u>
<u>Grade 900</u>	22.29	27.19
<u>Grade 901</u>	21.69	24.13
Trades Helper I		
<u>Grade 902</u>	22.29	24.92
<u>Grade 903</u>	23.07	25.92
<u>Grade 904</u>	23.07	25.92
Preventive Maintenance Worker		
<u>Grade 905</u>	23.54	26.51
Trades Helper II		
<u>Grade 906</u>	24.68	27.19
Research Trades Assistant I		
<u>Grade 907</u>	25.58	28.23
<u>Grade 908</u>	26.49	29.20
Landscape Services Equipment Mechanic I Locksmith Mechanic Auto I Painter Upholsterer		
<u>Grade 909</u>	26.72	29.52
Research Trades Assistant II		
<u>Grade 910</u>	26.90	30.07
Roofer Sign Maker		
<u>Grade 911</u>	27.64	27.65
<u>Grade 912</u>	28.04	31.13
Carpenter		
<u>Grade 913</u>	28.40	31.99
Instrument Maker II		

<u>Classification</u>	<u>Hourly Minimum</u>	<u>Range Maximum</u>
<u>Grade 914</u>	28.84	32.39
Instrument Maker I		
<u>Grade 915</u>	29.59	33.64
Cabinetmaker		
Carpenter II*		
Glazier		
Glazier II*		
Landscape Services Equipment Mechanic II		
Locksmith II*		
Mason		
Mason II*		
Mechanic Auto II		
Painter II*		
Roofer II*		
<u>Grade 916</u>	30.83	35.23
Instrument Maker II		
Locksmith Access Control		
Mechanic Blacksmith		
Mechanic Electronics		
Mechanic Fire Alarm Systems		
Mechanic Heating VentilationAir Conditioning (HVAC)		
Mechanic Maintenance		
Mechanic Metal Worker		
Mechanic Telecommunication		
Mechanic Water Treatment		
Welder		
<u>Grade 917</u>	32.00	36.73
Mechanic Elevator I		
Mechanic Heating Systems		
Mechanic Refrigeration**		
Pipefitter		
Research Shop Coordinator		
Skilled Trades Inspector		
<u>Grade 918</u>	33.29	38.35
Electrician		
Instrument Maker III		
Phy/Astronomy Research Shop Sr Des Fab		
Pipefitter/Welder		
Plumber		
Power Plant Electrician		
<u>Grade 919</u>	34.60	41.03
Instrument Maker IV		
Research Shop Coordinator		

<u>Classification</u>	<u>Hourly Minimum</u>	<u>Range Maximum</u>
Skilled Trades Inspector		
<u>Grade 920</u>	36.02	42.74
Mechanic Elevator I		
<u>Grade 921</u>	37.43	44.46
FRIB Group Leader		
<u>Grade 922</u>	38.84	46.18
High Voltage Electrician		
High Voltage Electrician Power Plant		
<u>Grade 923</u>	40.26	47.89
<u>Grade 924</u>	41.67	49.61
Mechanic Elevator II		

*Employees hired on or after July 1, 2010 will not be eligible for these 915 Level II classifications.

Employees currently in the progression path shall proceed according to established procedures.

**Absorption and Refrigeration Crews are to be combined.

APPENDIX III
WAGE SCHEDULE
SPARTAN SKILLED TRADES

Effective January 1, 2023

Level	Minimum	Maximum
900	\$22.29	\$27.19
901	\$21.69	\$24.13
902	\$22.29	\$24.92
903	\$22.83	\$25.42
904	\$23.07	\$25.92
905	\$23.54	\$26.51
906	\$24.68	\$27.19
907	\$25.58	\$28.23
908	\$26.49	\$29.20
909	\$26.72	\$29.52
910	\$26.90	\$29.94
911	\$27.64	\$30.07
912	\$28.04	\$31.13
913	\$28.40	\$31.99
914	\$28.84	\$32.39
915	\$29.59	\$33.64
916	\$30.83	\$35.23
917	\$32.00	\$36.73
918	\$30.61	\$38.35
919	\$34.60	\$41.03
920	\$36.02	\$42.74
921	\$37.43	\$44.46
922	\$38.84	\$46.18
923	\$40.26	\$47.89
924	\$41.67	\$49.61

APPENDIX IV
WAGE SCHEDULE

Effective December 23, 2022 – June 30, 2026

The wage schedules for this Agreement will be prepared following the determination of the percent wage increases for each year, in conformance with the terms of the “Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations,” effective January 1, 2022, and ratified by the Union, a copy of which is attached hereto, until and including December 31, 2025.

APPENDIX V
SPARTAN SKILLED TRADES UNION
DEFINITIONS

1. Agreement – Whenever the word “Agreement” is used in this document, it shall be considered synonymous with the word “Contract.”
2. Base Rate of Pay – Is the per hour rate of the employee not including shift differential or overtime computations.
3. Crew – A group of employees that are assigned work of a similar nature on a regular basis appearing on the same overtime equalization list.
4. Demotion – Demotion shall be considered the movement of an employee to a lower grade level.
5. Full-Time Equivalent (FTE) Service Months
 - A. Full-time equivalent (FTE) service months is defined as the cumulative full-time equivalent (FTE) months of service for University employment of 50.0% or greater. FTE service months will be used in determining eligibility for University benefits which require a service waiting period.
 - B. FTE service months will be credited each month as follows:
 1. 1.00 credit per month for full-time (90% - 100%) employees
 2. .75 credit per month for $\frac{3}{4}$ time (65% - 89.9%) employees
 3. .50 credit per month for $\frac{1}{2}$ time (50% - 64.9%) employees
 - C. For new hires, terminations, percent of employment changes, etc., FTE service months will be credited based on an employee’s status as of the 15th of the month.
 - D. Employees on paid and unpaid leaves of absence or layoff will continue to accrue FTE service months based on their percent of employment immediately prior to the leave/layoff.
 - E. Employees meeting the minimum retirement requirements will remain eligible to maintain group hospitalization and dental insurance and receive the Employer’s proportional contribution.
 - F. If an employee retires with 15 years of service and at least age 62, use the following FTE Service Months ranges to determine their health and dental contribution during retirement.

<u>YEARS</u>	<u>MONTHS</u>	<u>FTE SERVICE MONTHS</u>		
		<u>$\frac{1}{2}$ time (50%-64.9%)</u>	<u>$\frac{3}{4}$ time (65%-89.9%)</u>	<u>Full-time (90%-100%)</u>
15	180	90.00-116.99	117.00-161.99	162.00-999.99

If an employee retires with 25 years of service at any age, use the following FTE Service Month ranges.

<u>YEARS</u>	<u>MONTHS</u>	<u>FTE SERVICE MONTHS</u>		
		<u>$\frac{1}{2}$ time</u> (50%-64.9%)	<u>$\frac{3}{4}$ time</u> (65%-89.9%)	Full-time (90%-100%)
25	300	150.00-194.99	195.00-269.99	270.00-999.99

6. "Full" Workers' Compensation – Is the payment of Workers' Compensation including sick, vacation or personal leave accrual supplementation.
7. He/She – Wherever personal pronouns are used in this Agreement, it shall be understood that the gender is inclusive.
8. Health Provider - as used in this Agreement, the term "Health Provider" means:
 - A. a Doctor of Medicine or Osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State of Michigan; or
 - B. a Podiatrist, Dentist, Clinical Psychologist, Optometrist, or Chiropractor (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State of Michigan and performing within the scope of their practice as defined under Michigan law; or
 - C. Nurse Practitioners, Nurse-midwives, Clinical Social Workers and Physician Assistants who are authorized to practice under Michigan law and who are performing within the scope of their practice as defined under Michigan law.
9. Hours of Employment Status
 - A. Full-time Employee – An employee who regularly works 36 hours to 40 hours per week.
 - B. Three-Quarter Time Employee – An employee who regularly works 26 hours but less than 36 hours per week.
 - C. Half-time Employee – An Employee who regularly works 20 hours but less than 26 hours per week.
10. Lateral Transfer – A lateral transfer shall be considered the movement of an employee within the same grade level.
11. Project Team – A group of employees from multiple classifications assigned to complete a specific job.
12. Promotion – Promotion shall be considered the movement of an employee to a higher grade level.

13. Proportional Benefits – Part-time benefits as identified in Paragraph 39 shall be apportioned to persons assigned less than full-time in the following manner:
- 26 hours but less than 36 hours.....75%
20 hours but less than 26 hours.....50%
Less than 20 hours.....no benefits
14. Regular Employee – Describes an employee who is not designated as temporary and who works at least 20 scheduled hours a week.
15. Regular Rate of Pay – Is the per hour rate of the employee including shift differential.
16. "Regular" Workers' Compensation – Is the payment of Workers' Compensation with no sick, vacation or personal leave accrual supplementation.
17. Service Route – Buildings or equipment assigned to an employee(s) who perform routine service for them.
18. Special Event – Those in which Infrastructure Planning and Facilities has been asked to provide employees for work or stand by duty at the event in which overtime will occur. Athletic events, Concerts, Graduation, Move In and Move Out in the Residence Halls are some examples. Other events will be mutually agreed upon.
19. Temporary Employee – Any employee hired for nine (9) months or less, and given a date certain for termination at the time of employment.
20. Union – Whenever the word Union appears in this Agreement, it shall mean Spartan Skilled Trades Union.
21. University or Employer – Whenever the words University or Employer appear in this Agreement, they shall mean Michigan State University.

MICHIGAN STATE
U N I V E R S I T Y

**Letter of Agreement
Between
Michigan State University
And
Spartan Skilled Trades Union**

As a result of discussions between the parties the following is hereby agreed:

The Employer shall not exceed fifteen (15) Preventative Maintenance Worker positions at any one time. The Preventative Maintenance Worker shall be classified as level 902.

This Agreement amends the Resolution of Grievance dated July 5, 2004 re: Grievance 999-01-02.

FOR THE EMPLOYER



Amy B. Holda, Interim Director
Office of Employee Relations

Date: _____

**Human
Resources**

Employee Relations

Michigan State University
1407 S. Harrison, Suite 240
East Lansing, MI
48823-5239

517-353-5510
Fax: 517-353-3523
www.hr.msu.edu

FOR THE UNION

Dan Barney, President
Spartan Skilled Trades Union

Date: _____

MICHIGAN STATE
U N I V E R S I T Y

Letter of Agreement
Between
Michigan State University
Spartan Skilled Trades

Employees classified as Plumber or Trades Helper in the plumbing crew, as of the effective date of the 2018 – 2022 Collective Bargaining Agreement, shall be exempted from the requirement of obtaining Med-Gas or ASSE certification prior to receiving the final step increase of the Plumber classification pay level.

FOR THE EMPLOYER

Amy B. Holda, Interim Director
Office of Employee Relations

Date: _____

FOR THE UNION

Dan Barney, President
Spartan Skilled Trades Union

Date: _____



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MICHIGAN STATE UNIVERSITY

Letter of Agreement Between Michigan State University, the University And Spartan Skilled Trades Union, the Union

RE: Duration of Postings Under Article 39

Whereas, Paragraphs 162 and 163 of the Parties Collective Bargaining Agreement call for vacancies to be posted for a period of seven (7) days;

And whereas, the parties have had discussions about the duration of postings for vacancies within the bargaining unit,

The Parties have agreed as follows:

1. The references to seven (7) calendar days in Paragraphs 162 and 163 are understood to refer to the time in which the posting is open to internal candidates.
2. The parties understand a list of internal applicants who have applied for a vacancy is provided to the employing unit by MSU HR at the end of said seven (7) calendar day period at which time the Employer follows the provisions of Article 39 of the parties' Collective Bargaining Agreement as to those internal applicants. The names of any external applicants are not provided to the employing unit at this point.
3. The parties understand that references to seven (7) calendar days in Paragraphs 162 and 163 do not prevent the Employer from leaving a posting up for up to a total of forty-two (42) days for external applicants, including MSU employees who do not hold positions represented by the Union.
4. Employees represented by the Union who apply after the seven (7) calendar day period in Paragraphs 162 and 163 shall be considered as external candidates and the provisions of Article 39 shall not apply to those individuals in terms of that posting.
5. This Agreement does not set precedent for any future agreement or other practice of the parties.



Human Resources

Employee Relations

Michigan State University
1407 S. Harrison, Suite 240
East Lansing, MI
48823-5239

517-353-5510
Fax: 517-353-3523
www.hr.msu.edu

FOR THE EMPLOYER

Amy B. Holda, Interim Director
Office of Employee Relations

Date: _____

FOR THE UNION

Dan Barney, President
Spartan Skilled Trades Union

Date: _____

MICHIGAN STATE
UNIVERSITY

Letter of Agreement
Between
Michigan State University, the University
and
Spartan Skilled Trades Union, the Union

RE: Mechanic Elevator II Classification

This Letter of Agreement serves to identify specific details concerning the employer's Mechanic Elevator II Classification, level 924 and supersedes the prior Letter of Agreements dated June 6, 2011. The parties to this Agreement recognize the Employer's right to establish, modify, eliminate, and change classifications, and the understanding reached herein are in conformance with Article 41, classifications and wages. This Agreement applies to Infrastructure Planning and Facilities.



**Human
Resources**

Employee Relations

Michigan State University
1407 S. Harrison, Suite 240
East Lansing, MI
48823-5239

517-353-5510
Fax: 517-353-3523
www.hr.msu.edu

1. It is expressly understood that the employer may grant an hourly rate above the maximum wage rate listed for the position. Such pay adjustment shall not exceed thirty five percent of the maximum wage rate and any wage adjustments above the maximum wage rate shall be in the sole discretion of the employer. This applies to the Level 924 Mechanic Elevator II only.
2. Progression through the scale shall be in accordance with Article 42, Paragraph 189 of the collective bargaining Agreement.
3. Future increases in the wage rates shall be subject to increase accordance with Article 42 of the collective bargaining Agreement.
4. This Agreement does not set precedent for any future agreement or other practice of the parties.

FOR THE EMPLOYER

Amy B. Holda, Interim Director
Office of Employee Relations

Date: _____

FOR THE UNION

Dan Barney, President
Spartan Skilled Trades Union

Date: _____

MICHIGAN STATE UNIVERSITY

Letter of Agreement Between Michigan State University, the University and Spartan Skilled Trades Union, the Union

RE: This Letter of Agreement serves to identify specific details concerning the employer's High Voltage Development Program and supersedes the prior Letters of Agreements dated March 20, 2009 and June 25 and 26, 2009.

1. The classifications, High Voltage Electrician and High Voltage Electrician – Power Plant, are moved into the wage level of 922. Future increases shall be in accordance with Article 42, of the collective bargaining Agreement.
2. It is expressly understood that the employer may grant an hourly rate above the maximum wage rate listed for the position. Such pay adjustment shall not exceed thirty five percent of the maximum wage rate and any wage adjustments above the maximum wage rate shall be in the sole discretion of the employer. This applies to the Level 922 High Voltage Electrician and High Voltage Electrician – Power Plant, only.
3. When the Employer determines it necessary to fill a High Voltage Electrician or High Voltage Power Plant Electrician position, it shall be filled in the following manner:
 - a. An internal only posting shall occur according to Paragraph 160 and 162.
 - b. IPF management shall assemble an internal review committee consisting of both management and union members. The committee shall forward its recommendation(s) to the associated Department Manager for final action.
 - c. Assuming an individual from IPF is selected by this process, they shall be reclassified and no further posting, or interviewing shall be necessary.
 - d. In the event there is no selection from the process above, the employer agrees to fill the position in accordance with Article 39 of the Collective Bargaining Agreement.
 - e. This process shall be the sole discretion of the employer and is not grievable.
4. If an employee fails to meet the competency requirements to successfully complete the program or fails to perform the job duties and is released from the program they will be demoted to the appropriate Electrician classification and rate of pay. They will not be allowed to remain in the High Voltage Classifications.



Human Resources

Employee Relations

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East Lansing, MI
48823-5239

517-353-5510
Fax: 517-353-3523
www.hr.msu.edu

5. This Agreement does not set precedent for any future agreement or other practice of the parties.

FOR THE EMPLOYER

Amy B. Holda, Interim Director
Office of Employee Relations

Date: _____

FOR THE UNION

Dan Barney, President
Spartan Skilled Trades Union

Date: _____

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