

LOCAL 1585

**MICHIGAN STATE
UNIVERSITY**

COLLECTIVE BARGAINING AGREEMENT

Between

MICHIGAN STATE UNIVERSITY

and

**Michigan State University Local Union No. 1585,
Council NO. 25, AFSCME (AFL-CIO)**



**AFSCME
LOCAL
1585**



**COUNCIL NO. 25
AFSCME
AFL-CIO**



**AFSCME
INTERNATIONAL**

August 26, 2022 – July 31, 2026

PREFACE

-1 The board of Trustees of Michigan State University and AFSCME Local 1585 recognize their moral and legal responsibilities under federal, state, and local laws.

-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.

TABLE OF CONTENTS

ARTICLE NUMBER	PARAGRAPH NUMBER	ARTICLE TITLE	PAGE
	1	Preface	2
		Table of Contents	3
	3	Agreement	6
1	4	Purpose and Intent	6
2	8	Rights of the Employer	6
3	9	Aid to Other Unions	7
		UNION	
4	10	Recognition	8
5	12	Union Security Req. of Union Membership	9
6	13	Union Dues, Initiation Fees and Service Charges	9
7	24	Representation Districts	11
8	28	Stewards & Alternate Stewards	13
9	32	Union Bulletin Boards	13
		UNION SECURITY	
10	34	Seniority	14
11	54	Seniority Lists	17
12	60	Loss of Seniority	17
13	64	Seniority of Officers	18
		GRIEVANCE	
14	65	Grievance Procedure – General Conditions	18
15	72	Presenting a Grievance	19
16	85	Computation of Back Wages	21
17	86	Reprimand, Suspension or Discharge	21
18	91	Special Conferences	23
19	92	Medical Dispute	23
		LAYOFFS	
20	93	Temporary Layoffs	23
21	94	Layoffs	24
22	98	Recall Procedure	24
23	102	Work Opportunity for Laid-Off Employees	25
		LEAVES OF ABSENCE	
24	106	Absences	25
		Paid	
25	107	Holidays	25
26	112	Vacations	26
27	121	Personal Leave Hours	27
28	126	Sick Leave	28

ARTICLE NUMBER	PARAGRAPH NUMBER	ARTICLE TITLE	PAGE
29	139	Bereavement Leave	30
30	142	Jury Duty	30
31	144	Union Release Time	31
		Non-Paid	
32	155	Unpaid Leaves	32
33	167	Military Leave	33
34	169	Educational Leave of Absence for Veterans	34
35	171	General Conditions	34
		PROMOTIONS & TRANSFERS	
36	181	Filling of Vacancies	35
37	196	Transfers	38
		COMPENSATION & WAGES	
38	201	Classifications	39
39	204	Wage Rate Increase Plan	39
40	208	Red Circle Rates	40
41	209	Working Hours	40
42	222	Time-and-One-Half in Specific Areas of Work	41
		BENEFIT PROGRAMS	
43	224	Equalization of Overtime Hours	42
44	238	Longevity Pay	44
45	247	Health Care Coverage	45
46	251	Dental Program	46
47	253	Disability Plans	46
48	261	Employee-Paid Life Program	47
49	262	Death Benefit (Employer Paid Life Plan)	47
		RETIREMENT	
50	265	Retirement Benefits	48
		ADDITIONAL ARTICLES	
51	286	Educational Assistance	51
52	291	Supervision Working	53
53	293	Student Labor	54
54	295	Safety Committee	54
55	298	Agreement Copies	54
	300	Supplemental Agreements	55
56			
57	301	Maintenance of Conditions	55
58	305	Special Provisions	55
59	332	Savings Clause	60
60	333	Contract Documents	60
61	334	Modification	60

62	338	Effective Date	61
----	-----	----------------	----

AGREEMENT

-3 This Agreement, entered into this twenty-sixth day of August, 2022, between Michigan State University, (hereinafter referred to as the "EMPLOYER"), and AFSCME Local Union No. 1585, Council 25, AFL-CIO, (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 the job security of the employees depend upon the Employer's success in establishing a proper service to the State.

-6 The Employer and the Union will 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 meeting shall not be for the purpose of settling grievances nor for conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement.

ARTICLE 2

RIGHTS OF THE EMPLOYER

-8

I. 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:

- A. To determine the type, kind, and schedule of services to be rendered and the work to be performed by employees covered by this agreement;
- B. To make all financial decisions, including decisions concerning all accounting, bookkeeping, and other record keeping methods and procedures;
- C. To determine the number, location, or relocation of facilities, buildings, and rooms;

- D. To determine its organizational and business structure;
 - E. To purchase services from others;
 - F. To determine the necessity for work by employees;
 - G. To discipline, suspend, or discharge employees for just cause;
 - H. To determine the need for lay offs.
 - I. To determine the amount and type of supervision;
 - J. To determine the method and means by which work shall be performed and services provided;
- ii. It is further expressly agreed except as abridged by the terms of this agreement that the Employer retains sole and exclusive control over all matters pertaining to the selection, direction, instruction, and control of employees, including, by way of illustration but not by way of limitation, the right:
- A. To hire, select, make assignments for, and promote employees;
 - B. To determine the number and qualifications of employees;
 - C. To adopt and enforce policies, rules and regulations, including rules and regulations covering health and safety matters on University premises, in the performance of University-related activities, and at University-sponsored activities subject to the duty to bargain.
 - D. To determine quality and performance standards;
 - E. To determine the allocation and assignment of work to Employees;
 - F. To determine job content;
 - G. To eliminate, change and establish classifications; and
 - H. To perform all other functions inherent in the administration, management, and control of the university.

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

A. Employees Covered

-10 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the 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 including part-time employees, in the following seniority units, excluding executive, administrative, academic, students, supervisory, professional, technical, clerical personnel, and those employees in other recognized bargaining units.

B. Seniority Units

-11 The seniority units shall be:

- *Information Technology Services
- Agriculture and Natural Resources, College of
- Campus Animal Resources
- *Cyclotron
- *Environmental Health and Safety
- *Human medicine, college of
- Infrastructure Planning and Facilities – Campus Services -- Custodial Services
- Infrastructure Planning and Facilities – Campus Services -- Landscape Services
- Infrastructure Planning and Facilities – Campus Services -- Surplus Store & Recycling
- Infrastructure Planning and Facilities – Supply Services -- Materials & Logistics
- Infrastructure Planning and Facilities – Utilities – Power & Water
- Infrastructure Planning and Facilities – All Others
- Intercollegiate Athletics, Department of
- Natural Science, College of
- *Osteopathic Medicine, College of
- *Police and Public Safety, Department of
- Student Life & Engagement, Division of
- **Theatre Department
- University Procurement and Logistics
- Veterinary Medicine, College of

*This Unit shall be a separate seniority unit and shall be represented by the Chief Steward (or in his/her/their absence by the Local President).

** The addition of this unit shall not change the practice of assignment of the setup crew

ARTICLE 5

UNION SECURITY – REQUIREMENTS OF UNION MEMBERSHIP

-12 To the extent allowed by the laws of the State of Michigan, it is agreed that:

- a. 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.
- b. 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.
- c. 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.
- d. The Union shall indemnify and save the Employer harmless from any and all claims, demands, costs, suits, or any other action arising from this Article, or from complying with this Article.
- e. The Union shall have the right to meet with new or recycled bargaining unit employees for the purpose of Union orientation within thirty (30) calendar days of their employment or reemployment. Such meeting shall be scheduled with the appropriate supervisor with forty-eight (48) hours notice.

ARTICLE 6

UNION DUES, INITIATION FEES AND SERVICE CHARGES

A. Payment by Checkoff or Direct to Union

-13 The 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 furnished by the Union, approved by the Employer, and in effect as of June 1, 2014. (The Union will request a Special Conference over its intent to change the content of the authorization cards.) Employees may 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 and emailing them to an address designated by the employer. The Employer will provide via email or other means employees with voluntary checkoff authorization cards at the time of initial employment within the bargaining unit. An employee may revoke his/her/their voluntary check-off authorization at any time by submitting notice on an authorized form to the employer's payroll office and Union via email, to the extent allowed by law. Such forms shall be processed within thirty (30) days of receipt.

B. Employer Responsibility for Deductions

-14 The Employer shall have no responsibility for the collection of initiation fees and membership dues, or service charges or any other assessments that are not in accordance with the Union Security Clause of the Agreement.

C. Delivery of Executed Authorization for Checkoff

-15 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 emailed to the Union 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 by the Employer.

D. When Deductions Begin

-16 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 each month thereafter. Bargaining unit employees may reinstate Union membership dues or service fees by signing a dues authorization card. Deductions shall begin no later than thirty (30) days after the delivery of authorization to the Employer.

E. Refunds

-17 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

-18 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

-19 An employee shall cease to be subject to checkoff deductions within thirty (30) days of the time that he/she/they revokes his/her/their voluntary authorization as provided in this Agreement. The designated Secretary-Treasurer 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. The Union shall have the right to request a special conference should issues arise.

H. Disputes Concerning Checkoff

-20 Any disputes 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 reviewed with the employee by a representative of the local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to Step II of the Grievance Procedure. Until the matter is disposed of, no further deductions shall be made.

I. Limit of Employer's Liability

-21 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. Disputes Concerning Membership

-22 Any dispute arising as to an employee's membership or service charge shall be reviewed by the designated representative of the Employer and a representative of the local Union, and if not resolved, may be submitted to Step II of the Grievance Procedure.

-23 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

REPRESENTATION DISTRICTS

-24 The representation districts and the number of Stewards in each district shall be as follows:

	District Steward	Alternate Steward
*Information Technology Services	0	0
Agriculture and Natural Resources, College of	1	0
Campus Animal Resources	1	1
IPF Custodial Services		
First Shift	1	1
**Second Shift	1	1
Third Shift	1	1
*Environmental Health and Safety		
*Human Medicine, College of		
Intercollegiate Athletics, Department of	1	0
IPF Landscape Services	1	1
IPF Materials and Logistics	1	1
*Natural Science, College of	0	0
*Police and Public Safety, Department of		
Student Life and Engagement:		
• Culinary Services		
Brody West Circle Neighborhoods		

First Shift	2	2
Second Shift	1	1
East Neighborhood (Akers, Holmes)		
First Shift	2	2
Second Shift	1	1
Red Cedar/River Trail Neighborhoods (Snyder/Phillips, McDonel, Owen/VanHoosen, Shaw)		
First Shift	4	4
Second Shift	1	1
South Neighborhood (Case, Holden, Wilson, Wonders)		
First Shift	3	3
Second Shift	1	1
MSU Bakers/Food Stores	1	1
*Spartan Linen Services		
Sparty's (And Sparty's Market)		
First Shift	1	1
Second Shift	1	1
Kellogg Hotel and Conference Center/Cowles House/ Kellogg Catering	2	2
● Residence Education and Housing Services (Facilities)		
1855 Place/University Village	2	1
Brody Neighborhood	2	2
East Neighborhood (Akers, Holmes, Hubbard)	2	2
River Trail Neighborhoods (McDonel, Owen/VanHoosen, Shaw)	3	3
South Neighborhood (Case, Holden, Wilson, Wonders)	4	4
North (West Circle, Mason/Abbott and Snyder/Phillips, MSU Union)	3	3
RHS Central Maintenance		
First Shift	1	1
Second Shift	1	1
IPF Surplus and Recycling	1	1
*IPF Transportation Services		
IPF Utilities		
University Procurement and Logistics	1	1
Veterinary Medicine, College of	1	1

* Denotes areas where for representational purposes employees are to be represented by the Chief Steward.

** If for business reasons the University can accommodate, the employee may choose the District Steward of their choice when more than one District Steward is available.

-25 The number of Stewards may be increased or decreased and the units may be redistricted by mutual written agreement of the Employer and the Union. When more than one Alternate Steward is indicated in a district, the Union shall notify the Employer of the Alternate Steward's jurisdiction.

-26 It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

-27 Problems arising under this Article may be resolved by the submission of a grievance at Step II of the Grievance Procedure.

ARTICLE 8

STEWARDS AND ALTERNATE STEWARDS

-28 In each district, employees in the district shall be represented by one District Steward or during his/her/their absence an Alternate Steward, who shall be a regular employee and working in the district. The District Steward or Alternate Steward shall be notified of scheduled overtime periods. In their district, when an overtime event is scheduled in an overtime unit involving more than one employee, the district steward or alternate steward may be offered the opportunity to work the overtime event if they are qualified and available to perform the work.

-29 The District Stewards or Alternate 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 their supervisor to do so. The supervisor will normally grant permission and provide sufficient time to the District Stewards or Alternate Stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of District Stewards or Alternate Stewards leaving their 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 or posting bulletins in their districts and will not be abused; and District Stewards or Alternate Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances or posting bulletins in their district as provided herein. Between 5:00 p.m. and 7:00 a.m. two (2) District Stewards (or two (2) Alternate Stewards) may be excused with pay to attend a regularly scheduled steward meeting. Any alleged abuse by either party will be a proper subject for a Special Conference. An executive board member who is also a District Steward or Alternate Steward may be excused for one (1) Stewards' and one (1) executive board or special executive board meeting per month not to exceed two (2) hours per meeting per month.

-30 Notwithstanding his/her/their position on the seniority list, a Steward shall in the event of a layoff of any type within his/her/their district be continued at work as long as there is work in his/her/their district which he/she/they can perform and shall be recalled to work in the event of a layoff to the first vacancy in his/her/their district which he/she/they can perform.

-31 The Union will furnish the Office of Employee Relations with the names of its authorized representatives 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, through the Office of Employee Relations keep the Union advised as to its representatives.

ARTICLE 9

UNION BULLETIN BOARDS

-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:

- a. Notices of Union recreational and social events.
- b. Notices of Union elections.
- c. Notices of results of Union elections.
- d. Notices of Union meetings.
- e. Notices of job openings covered by this contract.

-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 questions will be removed from the bulletin boards until the dispute is resolved.

ARTICLE 10

SENIORITY

A. Probationary Employees

-34 Employees who have not successfully completed a probationary period in the bargaining unit as a regular employee shall be probationary for their first 1040 hours of work and six (6) months of employment in the most recent regular position. Part-time employees shall be considered probationary for their first 520 hours of work and six (6) months of employment. When an employee finishes the probationary period, the employee shall be entered on the seniority list of the unit or occupational group, whichever is in effect, and shall rank for seniority from the date the probationary period began. There shall be no seniority among probationary employees.

-35 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 discharged or disciplined employees for other than Union activity.

B. Temporary Employees

-36 Appointments – There shall be no seniority or rights of recall for persons who are employed for specific temporary jobs lasting nine (9) months or less. At the time of employment, the temporary appointment shall not be extended beyond nine (9) months, except when a temporary employee fills the position of a regular employee on leave of absence, in which case the employment period may continue for the duration of the leave of absence. The Union will be provided the name of the temporary employee and the name of the employee on leave. Such term shall not exceed two years. After completion of the probationary period, the temporary employee may not be discharged prior to the date certain for termination except for just cause. The temporary employee may not be transferred to a regular job until after compliance with the posting provisions of Article 36.

- a. The Employer shall have the right to “recycle” temporary employees in the bargaining unit. Recycled employees shall continue to receive the job rate. Recycled employees shall not be required to serve an additional probationary period where the break in

service is ninety-five (95) days or less, but such employee shall have no guarantee to further recycling or other future appointments.

- b. Temporary employees shall not replace or displace regular employees on a permanent basis except as provided for in applicable provisions of the Collective Bargaining Agreement.
- c. The total number of temporary employees in the bargaining unit at any one time shall be limited to no more than 30% of the regular bargaining unit employee complement, excluding temporary employees.
- d. Except as provided for herein, the conditions of employment for temporary employees shall be provided for in Article 10, Section B of the Collective Bargaining Agreement.

-37 Bidding on Vacancies – Provided the employee has completed a probationary period in his/her/their original seniority unit within the past 12 months, a temporary employee may bid on posted vacancies.

The university will forward temporary employees who have passed probation in their original seniority unit and who have applied for an open position to employing units after regular employees in the seniority unit and in the bargaining unit have had an opportunity to bid and transfer in accordance with the requirements of Article 36.

-38 Benefits – Temporary employees will become eligible for vacation on a proportional basis and shall be granted sick leave, family sick leave, bereavement, jury duty and holiday pay, on a proportional basis, from their date of hire provided the temporary employee has completed one six (6) month probationary period and has not had a break in service of more than fourteen (14) days.

-39 Should a temporary employee be hired into a regular position, the employee's temporary employment is terminated and any unused vacation is paid out. Any accrued sick leave is eliminated. Upon hire into a regular position, the employee shall begin to accrue leave accruals per articles 26, 27 and 28 respectively. The date of hire, seniority date and all other dates shall be the date of hire into the regular position.

C. Part-time Employees

-40 Employees regularly scheduled to work twenty (20) hours per week but less than twenty-six (26) hours per week shall be considered half (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.

-41 Benefits – The following benefits shall be extended to part-time employees on a proportional basis: Vacation time, holidays, personal leave, sick leave, longevity, retirement, health care, dental, employee paid life and accidental death and dismemberment.

-42 Seniority – Part-time employees shall retain seniority on the same basis as full-time employees. This seniority shall be exercised during period of layoffs, recall, and for filling of vacancies.

-43 Bereavement leave shall be granted to part-time employees on the same basis as full-time employees.

D. Health Care for Temporary Employees

-44 Effective January 1, 2015, the Employer shall offer an Employer-designated Consumer Driven Health Plan to those temporary employees that meet the hourly requirements set forth in the Affordable Care Act (ACA).

-45 Employees may enroll in single coverage which requires paying 7% of the premium. Employees will also have the option to purchase the double or family coverage at employee cost. (Defined as the difference between single and the selected plan, plus 7% of the single coverage.)

-46 The deductible shall be \$2,000 per member (single), \$4,000 per contract (double or family) per plan year (the calendar year). Out-of-network deductibles and co-insurance may be higher, as designated by the plan. Co-insurance is 20% or 50% depending on service and starts after the deductible is met, with an (in-network) out-of-pocket max of \$4,000 per member, \$8,000 per contract per plan year.

-47 Prescription coverage is included and is consistent with the CVS Caremark plan and is subject to the deductible, coinsurance and out-of-pocket maximums.

-48 Employees must enroll within thirty (30) days of becoming newly eligible or newly hired. Failure to enroll will result in forfeiture of coverage for that plan year.

-49 Coverage of an employee under the terms of the health plan shall be effective on the first day of the month following enrollment.

-50 The Employer shall pay 93% and the employee shall pay, via payroll deduction, 7% of the premium or premium equivalent. The employee shall authorize the payroll deduction in writing at the time of initial enrollment. If sufficient funds are not available at the time of the regularly scheduled deduction, the balance shall be deducted from the next pay period in which sufficient funds exist. If payment is not satisfied within two pay periods, the employee shall be invoiced for payment due. Invoice must be paid within thirty (30) days of receipt or coverage shall be cancelled.

-51 If during the term of this agreement the premium or premium equivalent for such health care coverage is increased, the Employer and the employee shall continue the same pro-rata share of the premium cost.

-52 The employer shall contribute \$250 into the temporary employee's HSA account upon their eligibility and selection of the plan.

-53 Thereafter, the Employer shall provide quarterly contributions totaling \$750 (including the first \$250) per year into the employee's HSA as long as such temporary employee continues to be eligible for the consumer driven health plan. Payment of the original \$250 does not substitute for a quarterly payment.

ARTICLE 11

SENIORITY LISTS

-54 Seniority shall not be affected by the race, creed, color, sex, age, marital status, handicap, sexual preference, political affiliation, or national origin of the employee.

-55 The seniority lists on the date of this Agreement shall show the names of all employees of the unit entitled to a ranking for seniority, in addition to such other information as may be required by Paragraph 57 of this Agreement. 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.

-56 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 for his/her/their inspection.

-57 Within thirty (30) days after the ratification of this Agreement and every six (6) months thereafter during the term of this Agreement, the Employer shall give to the Union two (2) copies of the names of all Union members covered by the Agreement together with their addresses as they then appear on the records of the Employer. With mutual agreement of the parties, this exchange can be accomplished using electronic means.

-58 The Employer agrees to give to the Union updated seniority lists five (5) copies, two (2) listed by classification, and three (3) alphabetical every three (3) months. The lists shall include name, classification, date of seniority, rate of pay, division in which they work, and department. Said lists will be given to the Union in January, April, July, and October. With mutual agreement of the parties, this exchange can be accomplished using electronic means.

-59 Effective with employees hired on or after the effective date of the 2022 to 2026 agreement, the last digit of the employee's social security number shall be compared in cases of a tie in seniority. The employee with the lowest digit shall be placed on the list above the employee(s) with the higher digit. Any remaining ties will be resolved by comparing the second to last digit, and so on.

ARTICLE 12

LOSS OF SENIORITY

A. General

-60 An employee shall lose his/her/their status as an employee and his/her/their seniority if:

- a. He/she/they resigns or quits other than in Paragraphs 61 and 62.
- b. He/she/they is discharged or terminated (unless reversed through the grievance or arbitration procedures).
- c. He/she/they retires.
- d. He/she/they does not return to work from layoff within fourteen (14) calendar days after being notified to return by certified or registered mail or by telegram addressed to the

employee at his/her/their last address filed with Human Resources. An employee who changes his/her/their address must notify the Employer of the change.

- e. He/she/they has been on layoff for a period of time equal to their bargaining unit seniority at the time of their layoff or two (2) years, whichever is lesser.
- f. He/she/they is absent from work including the failure to return to work at the expiration of a vacation, or disciplinary layoff, for three (3) consecutive working days or a leave of absence for five (5) 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.

-61 A grievance involving compliance with this section shall begin at Step II of the grievance procedure, and may be processed through the grievance and arbitration procedures.

B. Return Rights to the Union

-62 An employee returning to the Union within twelve (12) months of his/her/their termination from University employment shall receive credit for University seniority earned prior to the date of termination, after successful completion of a trial period of 520 hours of work, for calculation of vacation, longevity, and retirement eligibility.

-63 The provisions of this article shall only apply to employees returning to the Union after the effective date of this Agreement.

ARTICLE 13

SENIORITY OF OFFICERS

-64 Notwithstanding their position on the seniority list, the President and Chief Steward of the local Union shall, in the event of layoff, 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 14

GRIEVANCE PROCEDURE – GENERAL CONDITIONS

-65 The following time limits shall apply to Steps of the Grievance Procedure unless extended by mutual agreement.

-66 The grievance must be presented in writing by the chief steward, president and/or designee to administrative head of the unit or division or designee within ten (10) working days after its alleged occurrence in order to be a proper matter for the Grievance Procedure.

A. Time of Meetings

-67 A meeting to discuss the grievance will be scheduled between the Union the Administrative Head of a unit, division or college or the Employer's representative within ten (10) working days of receipt of the written grievance or appeal.

B. Time of Answers

-68 A written answer will be given to the Union by the Administrative Head within ten (10) working days from the date of the meeting at which the grievance was discussed. The Employer's representative will have ten (10) working days after the second step meeting to submit a written answer to the Union.

C. Time of Appeal

-69 Any grievance not appealed from an answer at Step I of the Grievance Procedure within ten (10) working days from receipt of said answer shall be considered settled on the basis of the last answer and not subject to further review.

D. Nonconformance

-70 If the Employer fails to schedule a meeting or to reply in writing within the prescribed time limits, the grievance may be appealed to the next higher step of the Grievance Procedure within ten (10) working days after the expiration of the applicable time limits. Nonconformance will in no way reduce or modify in any way the Employer's good faith effort to meet and/or answer any step of the Grievance Procedure.

-71 For purposes of the grievance and arbitration procedure found in article 14, 15 and 17, the term "working day" shall include Monday through Friday, but shall exclude Saturdays, Sundays and days on which university recognized holidays are observed.

ARTICLE 15

PRESENTING A GRIEVANCE

-72 Any employee having a problem in connection with his/her/their employment shall present it to the Employer as follows:

A. Immediate Supervisor

-73 If an employee feels he/she/they has a problem, they may discuss it with their Immediate Supervisor or with their District Steward who may then discuss it with the employee's Immediate Supervisor.

B.

-74 A grievance shall be defined as a written dispute concerning the interpretation, application, and alleged violation of any of the provisions of this Agreement. The grievance shall be dated and signed by the aggrieved employee and his/her/their Chief Steward, President and/or designee. The grievance 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 Administrative Head of the unit or division or designee receives the written grievance. At the time it is received, the grievance shall be dated and signed and a copy (if requested) returned to the Chief Steward, President and/or designee.

-75 The 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 or the Union request that the aggrieved employee be present at any step or steps of the Grievance Procedure to participate in the discussion, they will be required to do so.

-76 A written grievance involving a complaint of an individual employee must be signed by the grievant. The Chief Steward may sign and file a grievance which involves more than one District Steward within the same administrative unit. He/she/they may also sign and file at Step II a grievance which involves more than one administrative unit. The Chief Steward may file a grievance involving more than one (1) employee within an administrative unit at Step I.

C. Step I

-77 The Chief Steward may submit the grievance in writing to the Administrative Head of the unit or division or his/her/their designee. A meeting will be scheduled between the Chief Steward, District Steward, and the representatives designated by the Administrative Head to discuss the grievance. The Administrative Head, or his/her/their designee will then answer the grievance in writing.

D. Step II

-78 If the Administrative Head's written answer is not satisfactory, the grievance may be referred to the Union President who may submit his/her/their appeal to the Office of Employee Relations indicating the reasons why the written answer of the Administrative Head was unsatisfactory. A meeting between no more than three (3) representatives of the Union and three (3) representatives designated by the Director of Employee Relations will be held to discuss the grievance within twenty (20) working days from the date the grievance is received by the Office of Employee Relations. After the Step II meeting the Employer's representative will submit a written answer to the Union.

-79 The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding the hearing.

E. Step III

-80 If the Office of Employee Relation's answer is not satisfactory, settlement may be determined by decision of an Arbitrator selected by the parties. The Union President within thirty (30) calendar days of the Step II answer will notify the Office of Employee Relations in writing that the Union wishes to appeal the grievance to arbitration.

-81 In the event the parties cannot agree upon an Arbitrator within ten (10) working days of the date of the appeal, the Union shall, within fifteen (15) working days after failing to mutually agree on an Arbitrator, file a Demand for Arbitration with the American Arbitration Association who shall select an Arbitrator and the Arbitrator shall establish a mutually acceptable hearing date. In the event the parties jointly select an arbitrator, the filing party shall contact the named arbitrator within ninety (90) calendar days to schedule the arbitration. Arbitrations in which an arbitrator is not contacted by the filing party within ninety (90) calendar days of arbitrator selection shall be withdrawn. Grievances processed to arbitration by the Union which pose continuing financial liability to the Employer, shall, at the request of the Employer, displace grievances with arbitration dates which pose no financial liability to the Employer. Such displaced grievances shall be scheduled in the next open date.

-82 In the event the Union fails to appeal the grievance to arbitration within the specified time limit or fails to file the Demand for Arbitration within the specified time limit, the grievance shall be considered settled based upon the Step II answer given by the Office of Employee Relations. The fees and approved expenses of the Arbitrator will be paid by the parties equally. The rules of the American Arbitration Association shall apply to all arbitration hearings.

-83 Grievances, within the meaning of the Grievance Procedure and of this arbitration clause, shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of this Agreement. 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/they substitute his/her/their 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/they exercise any responsibility or function of the Employer or the Union.

-84 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. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board of a decision of the Arbitrator so long as the Arbitrator has not exceeded his/her/their contractual or legal authority. The Employer shall not appeal the decision of the Arbitrator to any court or Labor Board so long as the Arbitrator has not exceeded his/her/their contractual or legal authority.

ARTICLE 16

COMPUTATION OF BACK WAGES

-85 No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her/their regular rate.

ARTICLE 17

REPRIMAND, SUSPENSION OR DISCHARGE

-86 At the time a written reprimand, suspension or discharge is received, an employee may, and is encouraged to, request the presence of the District Steward, Alternate Steward or designated Union representative.

A. Notice of Reprimand, Suspension or Discharge

-87 In the event an employee is disciplined by written reprimand or written suspension or discharged by written notification, a copy of the discipline shall be given to the employee, a copy to the District Steward or Alternate Steward and a copy emailed to the local Union office at the time it is given to the employee. Such notice shall be specific and outline the reasons for the disciplinary action. The employer may issue a written counseling letter to employees. Such written counseling letters are not considered discipline and may not be grieved. A written counseling may be relied upon to show the employer has advised the employee of the matters covered in the written letter of counseling. Employees represented by this bargaining unit shall not be issued a “notice of non-academic discipline action – written record of verbal warning.”

Counseling letters may not be relied upon after a period of two years from the date issued, and shall not be considered in the application of Article 36.

B. Appeal of Reprimand, Suspension or Discharge

-88 Should the reprimanded, suspended, or discharged employee or the Union consider the discipline to be excessive and without just cause, the Chief Steward or his/her/their designated representative shall, within ten (10) working days after the Union office receives the written notification of the discipline, submit it as a grievance. A grievance over a written letter of reprimand, or suspension shall be submitted by the Chief Steward at Step I of the Grievance Procedure. A grievance over a discharge shall be submitted by the Chief Steward at Step II. Failure to submit a written grievance within the time limits shall constitute a waiver of all claims concerning such disciplinary action or discharge.

-89 In the event an employee is suspended without pay pending investigation and the investigation is not completed within ten (10) regularly scheduled working days of the date the suspension begins, the employee may choose to use his/her/their accrued vacation time for the remainder of the suspension.

C. Use of Past Record

-90 In imposing any reprimand, suspension or discharge on a current charge, the Employer will not take into account any prior discipline which was issued more than two (2) years previously. Provided however, discipline arising from violations of the University's Relationship Violence and Sexual Misconduct and Title IX Policy and/or the Anti-Discrimination Policy may be considered regardless of when issued, subject to subparagraph C of this paragraph.

- A. No derogatory inference will result and/or the material relating to disciplinary action be held against an employee in relation to his/her/their employment because of the need to retain records beyond the period applicable to discipline as described below.
- B. Upon written request from a Local 1585 bargaining unit employee, MSU Human Resources will purge the employee's file of disciplinary actions over two (2) years old (except in cases of discipline arising from violations of the University's Relationship Violence and Sexual Misconduct and Title IX Policy and/or the Anti-Discrimination Policy) if there have been no intervening disciplinary action. At that time, also, the records unit will instruct the originating department to purge its personnel file of the same material.
- C. Upon written request from a local 1585 bargaining unit employee, MSU Human Resources will purge the employee's file of disciplinary actions arising from violations of the University's Relationship Violence and Sexual Misconduct and Title IX Policy and/or the Anti-Discrimination Policy that were issued six (6) years prior to the request 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 of all employees) approved by the University to help prevent a recurrence of misconduct.

ARTICLE 18

SPECIAL CONFERENCES

-91 Special Conferences for important matters will be arranged between the local President and the Employer or its designated representative upon request of either party. Such meeting shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such Special Conference 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 a Special Conference shall be confined to those included on the agenda. The members of the Union shall not lose time or pay for time spent during their regularly scheduled work hours in such Special Conferences.

ARTICLE 19

MEDICAL DISPUTE

-92 In the event of a dispute involving any employee's ability to perform his/her/their job at the University, when the employee is not satisfied with the determination of the University's physician, he/she/they may submit a report from a medical doctor of their own choosing and at his/her/their own expense. The report from the employee's medical doctor must be submitted within sixty (60) days of the determination of the University's Physician. However, an additional thirty (30) days may be given in those cases where the employee can demonstrate more time is needed due to circumstances out of the employee's control. If the dispute still exists, at the request of the Union or the Employer, the University's physician and the employee's physician shall agree upon a third medical doctor to submit a report to the Employer and the employee, and the decision of such third party will be binding on both parties. The expense of the report of the third party 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 20

TEMPORARY LAYOFFS

-93 Due to vacation periods, health related national, State of Michigan or Michigan State University emergency, or other conditions beyond the Employer's control, adjustments of employee schedules and/or the work force can be made without application of the layoff procedure of the Agreement.

- a. If a health related national, State of Michigan or Michigan State University emergency is expected to last more than ninety (90) working days, the union can request to meet and confer with the employer in special conference to discuss special layoff and recall procedures during an extended temporary layoff.

- b. If such temporary adjustment does not involve a health related national, State of Michigan or Michigan State University emergency and the adjustment continues for more than sixty (60) calendar 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 thirty (30) calendar days thereafter.

ARTICLE 21

LAYOFFS

-94 When there is a decrease in the work force, temporary and probationary employees will be laid off on a seniority unit wide basis provided the seniority employees can do the available work.

-95 Seniority employees will be laid off according to bargaining unit seniority within a seniority unit, affected by a layoff, provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at the time of layoff unless the employee has previously performed the higher rated job and is able to perform the work. Seniority employees laid off within a seniority unit shall be allowed to displace, by grade level, the least senior employees not affected by the layoff if they are able to perform the work. By grade level shall mean the to be laid off employee(s) shall first displace the least seniority like classified employee(s) in another seniority unit. If the to be laid off employee(s) is unable to perform the work and/or there is no least seniority like classified employee(s) with less seniority in another seniority unit, the to be laid off employee(s) may displace the least seniority employee(s) within the same pay grade level. If the to be laid off employee(s) is unable to perform the work and/or there is no least seniority employee(s) with less seniority within the same pay grade level, the to be laid off employee(s) may displace the least seniority employee(s) in the next immediately lower pay grade level and so on until the to be laid off employee(s) is able to displace another employee(s) or accept the layoff.

-96 Disposition of these cases may be initiated at Step I or Step II of the Grievance Procedure.

-97 Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar day's notice of layoff. The Union President and 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.

ARTICLE 22

RECALL PROCEDURE

-98 When the working force is increased after a layoff, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work.

-99 Seniority of an employee who is re-employed from a seniority list in the same seniority unit that he/she/they was laid off from shall be restored to his/her/their status as of the date he/she/they left the service of the Employer.

-100 Notice of recall shall be sent to the employee at his/her/their last known address by registered or certified mail with Return Receipt Requested. If an employee fails to report for work

within fourteen (14) calendar days from the date of first attempt of delivery, it shall be considered a voluntary termination.

-101 Employees who are recalled to work from a layoff must successfully pass a physical examination to be taken at the Health Center before they return to work.

ARTICLE 23

WORK OPPORTUNITY FOR LAID-OFF EMPLOYEES

-102 The Employer, so far as reasonably practicable, before hiring new employees in any seniority unit, shall give work opportunity to seniority employees who are currently on layoff providing the employees can perform the available work.

-103 Any employee who is recalled under Paragraph 97 will accrue seniority in the new unit effective as of the date of layoff. He/she/they shall retain seniority in his/her/their former unit until his/her/their seniority in the new unit equals the seniority he/she/they had in his/her/their former unit. At this time all of the seniority in his/her/their former unit shall be cancelled.

-104 Should there still be seniority employees on layoff, the Employer will attempt before hiring new employees to place them in any work opportunity within the University (and not represented by the Union) providing they are capable of performing the available work. Paragraph 103 shall not be a grievable item.

-105 An employee recalled under Paragraph 103 shall continue to accrue University seniority. However, the employee's unit seniority will be frozen as of the date of reporting for recall.

ARTICLE 24

ABSENCES

-106 An employee is not expected to absent himself/herself from work for any reason other than personal illness or family illness (as defined in paragraph 127 e. below) without making prior arrangements before the start of their shift with his/her/their Supervisor. Unless such prior arrangements are made, an employee who, for any reason, fails to report for work must immediately notify his/her/their Supervisor of his/her/their reason for being absent. If the absence is to continue beyond the first day, the employee must notify the Supervisor on a daily basis unless otherwise arranged with and specifically approved by the Supervisor. In proper cases, exceptions will be made.

ARTICLE 25

HOLIDAYS

-107 The paid holidays are designated as:

- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day

Christmas (2 days)
 New Years (2 days)
 Memorial Day
 Independence Day

The university shall have the right to designate additional holidays.

-108 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 additional day off with pay, the time to be arranged with his/her/their supervisor. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday.

-109 Employees who are required to work on any University designated holiday shall be paid at a rate of one and one-half (1 ½) times their regular rate of pay plus holiday pay. An employee shall not receive more than 2 ½ times their regular rate of pay for hours worked on a holiday. Employees shall be scheduled to work on a designated holiday in accordance with Article 43 (Equalization of Overtime).

-110 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.

-111 There will be no holiday pay when:

- a. A holiday falls during a vacation period preceding termination (except when an employee is retiring).
- b. The employee is on a leave of absence without pay, on layoff, or on Regular Worker's Compensation, however, if an employee is laid off for the period between the end of fall semester and the beginning of winter semester because of lack of work, they will receive the same holiday pay given to the rest of the employees.
- c. An employee is absent on an unpaid leave the day before or the day after the holiday(s) unless his/her/their absence is excused.

ARTICLE 26

VACATIONS

A. General Vacation Eligibility

-112 The following schedule shows the monthly vacation accruals for all full-time employees. For part-time employees see Paragraph 40. Vacation time is credited at the end of each month.

SERVICE MONTHS	ACCRUAL	ANNUAL ACCRUAL	MAXIMUM ACCRUAL*
Completion of 6 Months	48 hours		
7 th month through 60 th month	8 hours per month	96 hours	128 hours

61 st month through 120 th month	12 hours per month	144 hours	192 hours
121 st month	16 hours per month	180 hours	240 hours

*Additional time cannot exceed the maximum amount shown.

B. Method of Scheduling Vacation Days

-113 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 their account.

-114 An employee may use his/her/their accumulated vacation leave in half hour increments at any time during the calendar year with permission of the supervisor(s) as long as it conforms with the requirements of his/her/their individual department, however, no department shall have a blanket policy which denies vacation in one hour increments. Except for requests originating from a pre-vacation scheduling program, approval or refusal of vacation requests must be returned to the employee within seven (7) working days or less.

-115 Supervisory approval should be sought a minimum of one (1) working day prior to the desired time off.

C. Other Provisions

-116 There shall be no vacation accrual:

- a. During an approved leave of absence without pay.
- b. While on Regular Workers’ Compensation.
- c. During an extended military leave of absence (credit for service months is granted).
- d. During a vacation period preceding termination.
- e. Beyond the “Special Maximum Accrual.”
- f. While on layoff.

-117 Employees will receive their base rates of pay during vacation.

-118 In the event of a dispute regarding the choice of vacation time, whenever possible the seniority employee will be given his/her/their choice of vacation time.

-119 If any of the holidays stipulated in the Agreement should occur during an employee’s scheduled vacation, the employee shall receive one (1) additional vacation day for each holiday.

-120 If an employee retires or terminates for any reason, he/she/they shall be paid for any accrued vacation credits.

ARTICLE 27

PERSONAL LEAVE HOURS

-121 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

-122 An employee terminating prior to January 1 shall only be eligible for one-half of the annual personal leave accrual, less personal leave time already used, to be adjusted on the employee's final payroll check.

-123 No carry-over of unused personal leave day credit from one fiscal year to another shall be allowed.

-124 Supervisory approval should be sought a minimum of one (1) working day prior to the desired time off. It is understood that the use of personal leave is of a private nature and may be granted where it is not possible for the employee to provide one (1) working day prior notice.

-125 The personal leave days or fractions thereof, credited to each full-time, regular employee shall be utilized in increments of 1/10th of an hour. Personal leave is not intended to be used to cover routine late arrivals to work or routine early departures.

ARTICLE 28

SICK LEAVE

-126 Every regular full-time employee shall accumulate and be credited with 104 hours of paid sick leave per year, to be credited at the rate of four (4) hours for each completed biweekly payroll period. Employees may use sick leave after they have completed their first month of service. Maximum accrual is 1400 hours.

-127 Sick leave shall be available for use by employees for the following purposes:

- a. Acute personal illness or incapacity over which the employee has no reasonable control.
- b. 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.
- c. Medical and dental care or treatment to the extent of time required to complete such appointment when it is not possible to arrange such appointments for non-duty hours.
- d. Illness or disability associated with pregnancy when a physician indicates that the employee is unable to perform all of the duties of the job. It is intended that absence

due to these conditions, or maternity leave use, is not a performance issue that adversely influences the appraisal rating on an employee's performance evaluation.

- e. Not to exceed eighty (80) hours sick leave credit per year for absence from work because of illness in the immediate family. Defined as: spouse, parents, child, stepchild, and anyone living within the household of the employee.

-128 All employees shall accumulate sick leave from the date they are hired.

-129 A regular full-time employee with ninety (90) days of continuous service who suffers injury compensable under the Workers' Compensation Act shall continue to receive his/her/their regular rate for time lost during the first seven (7) days not covered by the Workers' Compensation Act, provided he/she/they follows the instructions of the University Health Director, and provided he/she/they returns to work not later than the time recommended by the University Health Director. 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 employees shall be paid the difference between the employee's regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his/her/their sick leave is exhausted.

-130 Employees who have exhausted their sick leave credits, but are still unable to return to work, may as an option, continue to receive their pay against any unused vacation credits.

-131 Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

-132 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.

-133 An employee using sick leave during a period that includes a scheduled holiday will be paid his/her/their base rate of pay for the holiday. He/she/they cannot be paid for both on the same day, nor will they be charged for a day of sick leave.

-134 An employee who transfers from one unit to another shall transfer with them any unused sick leave time.

-135 Employees who regularly work at least twenty (20) hours per week on a continuous basis shall accrue sick leave time proportionate to the hours worked as per Paragraph 39.

-136 Each District Supervisor shall be responsible for reviewing employee requests for sick leave and questioning their validity, and may request a statement from the employee's personal physician concerning the employee's disability before approving the payment of sick leave. The supervisor may, with reference to the needs of his/her/their district, require prompt notification from his/her/their employees of the necessity for taking sick leave. Prior notification should be provided by the employee before the beginning of their shift so the supervisor can make arrangements for the work schedules. Employees who find they are going to be absent longer than they first anticipated should notify their supervisor in accordance with the Absence Clause of the Agreement (Article 24).

-137 All payment for sick leave shall be made at the employee's base rate of pay.

-138 Accrued sick leave credits shall be used prior to receiving unpaid leave for illness or disability.

ARTICLE 29

BEREAVEMENT LEAVE

-139 If a death occurs among members of an employee's immediate family, the employee upon notification to the supervisor will be excused from work for as follows without loss of pay to attend the funeral and make other necessary arrangements.

- a. Five (5) work days in the case of the death of the employee's spouse, child, stepchild, or grandchild.
- b. Three (3) work days 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.
- c. One (1) work day 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."

-140 Permission may be granted to a reasonable number of employees in a unit who wish to attend the funeral of a fellow employee or former employee, without loss of pay, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

-141 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 30

JURY DUTY

-142 An employee who serves on jury duty or is required to testify pursuant to a court-issued subpoena, if the subpoena does not require the employee to testify against the University, will be paid the difference between jury duty or witness fees and the base pay, as described in B, below. An employee is expected to report for regular University duty when temporarily excused from attendance at court. When requested, an employee on jury duty will be assigned to the first shift. An employee shall notify their supervisor of jury and/or subpoena dates as soon as they are known.

-143 The following will apply to Article 30, Jury Duty Pay:

- a. 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.
- b. 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.

ARTICLE 31

UNION RELEASE TIME

A. President and Chief Steward

-144 It is agreed that the Employer will allow the President and the Chief Steward of Local 1585 100% paid release time to carry out the duties of their respective offices. It is understood that they will confine their activities to MSU owned properties where employees represented by Local 1585 are employed and the Local 1585 Union Office.

-145 The Union President and Chief Steward will be compensated at the base rate of pay they were receiving at the time of their election or selection.

-146 The Union President and Chief Steward shall not be eligible for overtime in their former units.

-147 The Union President and Chief Steward shall be eligible to bid on posted vacancies. If selected to fill a vacancy, the employee will state whether they expect to fill the vacancy permanently or return to his/her/their Union Office upon completion of the trial period. When the trial period is completed, the employee shall either remain in the new position or return to his/her/their Union office receiving the base pay of the new classification.

-148 When either the Union President or the Chief Steward relinquishes their office, they shall have return rights to the same classification and rate of pay in their former unit unless the Employer's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so.

-149 While the President and Chief Steward are in office, seniority shall continue to accrue.

-150 In the event the President or the Chief Steward are required to take a leave from their elected position due to personal illness, the Local, after fourteen (14) calendar days may notify the Office of Employee Relations that it intends to install in the vacant position of the President or Chief Steward, an acting President or Chief Steward and the person assuming the duties of the President or Chief Steward shall be granted the full contractual benefits under the Labor Agreement.

B. Executive Board Members

-151 Between 5 p.m. and 7 a.m. two (2) executive board members may be released with pay to attend a regularly scheduled or special executive board meeting not to exceed two (2) hours per month.

C. Union Education

-152 Release time with pay will be granted to those employees who are elected or selected by the Union to attend education classes conducted by the Union or official Union business. The number will not exceed ten (10) employees at any one time and the total number of hours will not exceed two hundred (200) 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 requests for release time.

D. Union Business

-153 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 a temporary leave of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter.

-154 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/their 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 32

UNPAID LEAVES

-155 The following unpaid leaves may be granted for cases of exceptional need upon the request of employees who have acquired seniority under this Agreement.

A. Excused Absences

-156 For the purpose of this article, an excused absence means absences that are scheduled and approved by the employer in advance.

-157 Excused absences may be granted by the immediate supervisor but shall not exceed ten (10) consecutive days unless approved as a leave of absence. Excused absences may be granted on an intermittent basis but will not exceed a total of ten (10) working days each fiscal year.

-158 Excused absences will not require the use of accrued paid time (i.e. personal leave or vacation).

-159 Employees on excused absence will continue to accrue all benefits.

B. Personal Leaves

-160 Personal leaves of absence may be arranged with the immediate supervisor for up to three (3) months. Such leaves may be extended in additional three (3) month periods but may not exceed one (1) year.

-161 Personal leave may be used for such reasons as the settlement of an estate, serious illness of a member of the employee's family, child care, and an extended trip. Personal leaves shall not be used for the purpose of obtaining employment elsewhere.

-162 Personal leaves may also be granted for educational purposes to an employee with five (5) or more years of continuous service. An employee returning from a leave of absence for educational purposes will not have return rights to their former position, but will have bidding rights to posted vacancies. Educational courses taken during a leave of absence are not reimbursable under Article 51.

-163 If an employee wishes to take an extended leave of absence (to exceed ten (10) days) for reasons other than medical, this leave may be granted without the mandatory use of vacation time and/or personal leave.

C. Leave of Absence for Illness or Disability

-164 A leave of absence may be granted to an employee suffering an extended illness or disability who is unable to return to work and has exhausted all sick leave accrual.

-165 Leave of this kind may be extended to a maximum of two (2) years.

-166 Employees must present a physician's transcript concerning their illness or disability at the time the employee reports for the required physical examination prior to returning to active employment.

ARTICLE 33

MILITARY LEAVE

A. Extended Service

-167 Upon application, a military leave of absence (without pay) will be granted to employees who are employed in other than temporary positions. 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 into the Armed Forces of the United States.

B. Short Tours of Duty

-168 Regular employees who belong to the National Guard, United States Reserve Corps, or other Federal or State military organizations, will be allowed the normal fifteen (15) calendar day's leave of absence when ordered to active duty for training. In the event these same employees are ordered to active duty for the purpose of handling civil disorders, they will be allowed ten (10) additional 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 their military pay is less. If the employee takes military leave during his/her/their vacation, they will receive full pay.

ARTICLE 34

EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

-169 Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay) in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

-170 An employee who fails to notify the Employer within thirty (30) calendar days of the expiration of a leave of absence in excess of one (1) year duration, will be given written notice within twenty-one (21) calendar days prior to the expiration of said leave.

ARTICLE 35

GENERAL CONDITIONS

A. Leave of Absence with Pay - The following conditions apply to leaves described in Articles 25 through 31.

-171 Leaves of absence with pay shall be granted for purposes as described in Article 25 through 31.

-172 An employee shall accrue sick leave credits and vacation credits during a leave of absence with pay, and employee benefits shall continue for the duration of the leave.

-173 All requests for leaves of absence shall be made with the employee's immediate supervisor.

B. Leave of Absence without Pay (Including Layoff) - The following conditions apply to leaves described in articles 32 through 34 and articles pertaining to layoff.

-174 Regular employees who have completed their probationary period are eligible for unpaid leaves of absence.

-175 All leaves of absence must be approved by the supervisor, administrative head of the unit, and Human Resources. Such approval shall not be withheld on an arbitrary or capricious basis. They may be taken for the reasons as specified in Articles 32 through 34.

-176 During an unpaid leave of absence or 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 excused absences.)

-177 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during leaves of absence or extensions, and layoffs.

-178 The employees must check with MSU HR Benefits about maintaining the employee group benefits for which they are eligible or enrolled during leaves of absence subject to and consistent with these plans.

C. Return to Active Employment

-179 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/them to active employment.

-180 An employee returning from a leave of absence will be placed in their 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-hundred and twenty (120) days or the duration of FMLA leave, whichever is longer, 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 22, provided they have retained seniority under the terms of this agreement.

ARTICLE 36

FILLING OF VACANCIES

-181 The Employer will fill vacancies in the following way:

- a. For jobs posted in Grade Level 12 and above, the interview list will consist of the two (2) most senior employees from the seniority unit as defined in Article 4, Paragraph 11, and the two (2) most senior employees from the bargaining unit that meet minimum qualifications.
 - i. In the event there are no qualified candidates available from the seniority unit, the next most senior qualified candidates from the bargaining unit will be added to the interview list.
 - ii. In the event there is no qualified candidate available from the bargaining unit, the next most senior qualified candidate from the seniority unit will be added to the interview list.
- b. For jobs posted in Grade Level 11 and below, the interview lists will include the four (4) most senior qualified 1585 applicants determined from the seniority unit that meet the minimum qualifications. If there are no qualified bidders or no bidders from within the seniority unit affected, the Employer will select from the four (4) most senior applicants in Local 1585 who possesses the minimum qualifications of the classification.
- c. Unsatisfactory work performance may be a proper cause for denial of consideration for a vacancy if substantiated.
- d. In cases where two or more applicants withdraw from the hiring process, or accept other positions, before the conclusion of the hiring process, the University may add one (1) additional candidate who shall be the next senior applicant who meets the minimum qualifications. In cases of jobs posted in grade level 12 and above, if candidates from both groups have withdrawn the additional applicant shall be the next senior applicant.

-182 If there are no qualified bidders from the process set forth in paragraph 181 above, the Employer will select from any temporary employees who have completed their probationary period in Local 1585, who possess the minimum qualification of the classification and who have applied for the position. Unsatisfactory work performance may be a proper cause for denial of consideration for a vacancy if substantiated.

-183 Vacancies will be posted for a minimum period of five (5) working days on the MSU Human Resources website and may be posted concurrently for internal and external applicants. All job postings will state the classification, rate of pay, location, shift, minimum qualifications, and starting time. A copy of the Position Vacancy Notice will be made electronically to the Union. Employees must apply for vacancies by submitting the appropriate information requested to the MSU Human Resources website by the closing date specified. A copy of the list of those employees who bid on the posting together with the individual selected shall be provided to the Local 1585 office.

-184 Postings shall remain posted for minimum five (5) working days before the vacancy is filled. Temporary transfers may be used, if necessary, during the posting period. The list of qualified applicants represented by the Union who have applied for a vacancy will be provided to the employing unit by MSU HR after the five (5) working day period. The names of any external applicants will not be provided to the employing unit until the provisions of this Article are satisfied. The employer may leave a posting up for a longer period of time for external applicants, including MSU employees who do not hold positions represented by the Union and employees represented by the Union who apply after the bidding eligibility date.

-185 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. Pool postings may state the classification, rate of pay, location(s), shift(s), minimum qualifications, and starting time(s). When pool postings are used, the numbers listed in paragraph 181 shall be changed to the following:

Number of Openings	Grade 11 and Below Number on Interview List	
	Seniority Unit	If there are no qualified bidders or no bidders from the seniority unit, the following from Local 1585
2	6	6
3	7	7
4	8	8
5	9	9
6	10	10
7	11	11
8	12	12
9	13	13
10	14	14

Number of Openings	Grade 12 and Above Number on Interview List
--------------------	---

	Seniority Unit	Bargaining Unit
2	3	3
3 - 4	4	4
5 - 6	5	5
7 - 8	6	6
9 - 10	7	7

Unsatisfactory work performance may be a proper cause for denial of consideration for a vacancy if substantiated. For the purposes of this paragraph, unsatisfactory performance shall be defined to mean a discipline of a written reprimand or higher that is active in the employee's file, or two consecutive and most recent performance reviews that indicate the employee has not met expectations. A rating that an employee is developing is not proper cause for denial of consideration for a vacancy.

The use of a pool posting does not prohibit the university from considering external candidates after the above requirements are satisfied.

-186 Vacancies shall be filled within ninety (90) days of the posting or, if not cancelled, reposted. If a posting is cancelled, notice shall be given to the Union within seven (7) days. Such notice shall include the reason(s) for the cancellation. The cancellation of a posting shall not be subject to the grievance procedure.

-187 An employee shall be limited to applying for two vacancies per posting, with an application under a pool posting counting as one vacancy. If the employee is the most senior applicant on the initial interview list for both vacancies in his/her/their seniority unit he/she/they shall be notified of his/her/their seniority ranking by the seniority unit and must specify which vacancy he/she/they prefers. An employee who has bid on more than one vacancy and accepts one of them thereby relinquishes any claim to others for which the employee applied. In cases where employees with the same seniority date apply for a posted vacancy, they shall be chosen in alphabetical order, or pursuant to Paragraph 59 for those hired on or after August 26, 2022, to fill that vacancy.

-188 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.

-189 The employee who is selected shall be granted up to 520 hours of work trial period to determine:

- a. The employee's ability to perform the work.
- b. The employee's desire to remain on the job.

-190 During the first fifteen (15) working days of the trial period, the employee shall have the opportunity to revert to his/her/their former position. For the remainder of the trial period, he/she/they may revert to his/her/their former classification. If the employee is unsatisfactory in the new position after two hundred forty (240) hours of work, reasons shall be given in writing by the employer if requested by the employee. The employer may then return the employee to his/her/their former classification. The matter may then become a proper subject for the grievance procedure.

-191 The employee who is promoted will receive the job rate of the new classification when they begin the trial period of the new position.

-192 An employee who has been notified they have been accepted to fill a posted vacancy shall assume the new position no later than 3 weeks from the effective date the vacancy is scheduled to be filled.

-193 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 the location, except for promotional or demotional opportunities, for twelve (12) months before becoming eligible to bid on another posted vacancy. Such employees may bid on promotional or demotional vacancies after three (3) months.

-194 If an employee is temporarily assigned to a job with a higher maximum rate, and he/she/they is capable of doing the job, he/she/they shall receive the maximum rate of the job to which she/he/they is temporarily assigned. If the temporary assignment in a higher classification is for three (3) 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/their hourly pay rate maintained. This section shall not be used to circumvent the posting requirement as stated in this Article. However, if the employee is so assigned because of medical restriction, the rate of pay shall be that of the lower position. An employee so affected may be eligible for long term disability consideration in accordance with applicable provisions.

-195 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. Both parties agree that they will not seek fact finding or unilateral implementation on this issue during the life of the 2022 to 2026 Collective Bargaining Agreement.

ARTICLE 37

TRANSFERS

-196 Transfer of Employees: If an employee with seniority is transferred from one seniority unit to another seniority unit as described in Article 4, Seniority Units, the employee will be given seniority in the new unit equivalent to that which they had accrued in the former unit and all of his/her/their seniority in their former unit shall be cancelled.

-197 If an employee is transferred to a position under the Employer not included in Local 1585, and is thereafter transferred again to a position within Local 1585, the employee shall not have accumulated seniority while working in the position to which he/she/they was transferred. This shall not be applied to employees who were transferred to a position under the Employer not included in Local 1585 before July 1, 1971.

-198 Employees transferring under the above circumstances, Paragraphs 194 and 195, shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

-199 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 consideration to transfer on the basis of seniority, desire and classification. Location exchange

will be considered in such cases. Unsatisfactory work performance may be a proper cause for denial of consideration for a vacancy if substantiated.

-200 The Employer agrees that in any movement of work not covered above in Paragraphs 193, 194, and 196, the Employer will discuss the movements with the Union in order to provide for the protection of the seniority of the employees involved. In any determination to contract work, the Employer will observe and abide by the provisions of the Public Employment Relations Act, as amended.

ARTICLE 38

CLASSIFICATIONS

-201 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 Union classifications.

-202 The following procedure will be used whenever a new or changed classification is placed in the Wage Schedule, as provided in Paragraph 199 of this article.

- a. 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.
- b. 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.
- c. If there is a disagreement with placement in the Wage Schedule, a grievance concerning compliance with Paragraph 200 of this Article may be processed through the Grievance and Arbitration procedure, provided it is submitted in writing at Step II 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 or to establish or change the wage rate, but only to determine whether the proper placement has been made in the Wage Schedule in accordance with Paragraph 199 of this article.

-203 In the event the Employer eliminates a classification, prior notice shall be given to the Union. The Employer agrees that classifications will not be eliminated for the purpose of undermining the Union. Disputes concerning violations of this provision may be submitted at Step II of the grievance procedure.

ARTICLE 39

WAGE RATE INCREASE PLAN

-204 The wage schedule for subsequent years of 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, until and including December 31, 2025.

-205 An employee may receive an increase or lump sum payment for merit or other reasons deemed appropriate by the University. Decisions to grant, or to not grant, an increase or lump sum payment shall be at the discretion of the Employer and not subject to the grievance procedure or arbitration.

-206 The probationary rate shall be five (5%) percent less than the job rate for pay grades II through XIV. The probationary rate shall be ten (10%) percent less than the job rate for pay grades XV through XXIII.

-207 Probationary employees shall receive the probationary rate of the applicable grade level during the probationary period and shall receive the job rate of the applicable grade level upon completion of the probationary period within the classification.

ARTICLE 40

RED CIRCLE RATES

-208 Any "Red Circle Rates" after the effective date of this Agreement shall be determined mutually. Employees "Red Circled" shall have their rates frozen until such time as the new rates surpass the "red circle" rates.

ARTICLE 41

WORKING HOURS

A. Shift Differential

-209 Employees who work on the second or third shift shall receive, in addition to their regular pay, seventy-five (75) cents per hour and seventy (70) cents per hour, respectively, 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

-210 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.

-211 The parties agree to negotiate over shift preference and transfers during the time this contract is in effect. Both parties agree that they will not seek fact finding or unilateral implementation on this issue during the life of the 2022 to 2026 Collective Bargaining Agreement.

C. Rest Periods

-212 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

-213 Employees will be given the necessary time prior to punching out, to wash up and change uniforms if used.

E. Call-In Pay Show-Up Pay

-214 An employee reporting for emergency duty at the Employer's request for work which the employee had not been notified of in advance and which is outside of and not continuous with the employee's 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.

-215 An employee who reports for scheduled work and no work is available will receive three (3) hours pay at the employee's regular straight time rate.

F. Overtime

-216 Overtime is defined as hours worked in excess of eight (8) in a day, or forty (40) hours in an employee's work week for which the employee is paid time-and-one-half his/her/their regular rate of pay, unless otherwise specified in Article 42.

-217 Flexible schedules may be allowed by mutual agreement of the employee and the employer.

-218 Overtime shall not be pyramided, compounded or paid twice for the same time worked.

-219 In the event that a work schedule(s) is converted to four ten-hour days per week, time-and-one-half the regular straight time rate will be paid to employees who work over ten (10) hours in a day or forty (40) hours per work week.

-220 For the purpose of computing overtime pay, all holiday hours paid will be considered time worked.

-221 The parties agree to meet on a bi-monthly basis to discuss issues relating to Paragraphs 2012, 217 and 220.

ARTICLE 42

TIME-AND-ONE HALF IN SPECIFIC AREAS OF WORK

-222 Time-and-one-half the regular rate will be paid to employees who work over forty (40) hours in a work week in the following specific areas of work:

- a. Building Services Custodian classification within Infrastructure Planning and Facilities.

b. All employees in the Department of Intercollegiate Athletics.

-223 Time-and-one-half the regular straight time rate will be paid to all employees who work over eighty (80) hours in any pay period of two (2) calendar weeks in the College of Agriculture and Natural Resources.

ARTICLE 43

EQUALIZATION OF OVERTIME HOURS

-224 Overtime hours shall be assigned first in an "Overtime Unit" as defined below, and then among the Major Administrative Unit (MAU). Overtime Units are defined as follows:

IPF Custodial by building

All Others by District as defined in Article 7.

-225 An up-to-date list showing overtime hours in the Overtime Unit will be posted, or provided electronically upon mutual agreement, before the 15th of each month. The list of overtime hours showing all employee in the MAU shall be provided to the Union by the 15th of each month.

-226 In cases where work is not within an Overtime Unit (i.e. welcome picnic) the overtime shall be offered by seniority to the person or persons within the MAU who are qualified to perform the work and who indicated their willingness to work. Time offered or worked under this paragraph shall not be charged under the overtime equalization process.

-227 In cases where overtime work is due to football clean-up, all Landscape employees may be required to work. The minimum required employees will be set by the employer and assignments will be made individually rather than by classification for each game.

Time offered or worked under this paragraph shall not be charged under the overtime equalization process.

The Employer may also offer overtime for football clean-up to any regular or temporary employee(s) at the University who are qualified to perform the work, provided that all qualified 1585 employees have been given an opportunity to sign-up for the work.

-228 In cases not addressed in paragraphs 224 or 225, where the employer determines a need for overtime work at least forty-eight (48) hours in advance of the need:

A. The need for overtime shall be posted (electronically or otherwise) within the MAU. Employees shall be given twenty-four (24) hours in which to indicate their willingness to work. The overtime shall be offered among those who indicated a willingness to work in the following order:

1. First, the work shall be given to the person or persons in the classification(s) within the Overtime Unit with the lowest number of overtime hours who indicated their willingness to work.
2. After exhausting the procedure in subparagraph (A)(1) and the if the need still exists work shall be offered to the person or persons with the least

number of overtime hours within the MAU who are qualified to perform the work and who indicated their willingness to work.

- B. After exhausting the procedure in subparagraph (A) and if the need still exists the Employer may first require the least senior qualified person(s) within the classification in the Overtime Unit to work and then require the least senior qualified person(s) in the MAU to work until the need is filled. Upon mutual agreement with the Union, units may use rotational or other means to address recurring mandatory overtime.

-229 In cases where the employer determines the need for overtime less than forty-eight (48) hours in advance:

- A. The overtime shall be offered as follows:

1. First, the person, or persons with the least number of overtime hours in the classification(s) within the Overtime Unit will, except in emergencies, be called or sent an electronic message first and so on down the list in an attempt to equalize the overtime hours. The Union reserves the right to grieve emergencies;
2. Second, the person or persons with the least number of overtime hours capable of doing the work within the Overtime Unit will, except in necessary emergencies, be called or sent an electronic message first and so on down the list in an attempt to equalize the overtime hours.
3. An employee who does not answer shall be skipped over and charged the appropriate hours on the overtime equalization report.

- B. After exhausting the procedure in subparagraph (a) and the need still exists, the person, or persons with the least number of overtime hours within the classification in the MAU who is qualified to perform the work will, except in emergencies, be called or sent an electronic message first and so on down the list in an attempt to equalize the overtime hours. The Union reserves the right to grieve emergencies. An employee who does not answer shall be skipped over and charged the appropriate hours on the overtime equalization report.

- C. After exhausting the procedure in subparagraphs (A) and (B) and the need still exists the Employer may first require the least senior qualified person(s) within the classification in the Overtime Unit to work and then require the least senior qualified person(s) in the MAU to work until the need is filled. Upon mutual agreement with the Union, units may employ rotational or other means to address recurring mandatory overtime.

-230 For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that overtime period (2 hour minimum).

-231 On July 1 each year, the amount of overtime hours credited to each employee will be reduced to zero.

-232 Any cases where employees are all at zero hours, or have the same number of hours, shall be decided by seniority.

-233 An employee who has changed classifications will be charged with the highest number of overtime hours that exist in the new classification on the day he/she/they was reclassified.

-234 When an employee terminates his/her/their term as Chief Steward, President, his/her/their overtime hours shall be disregarded and he/she/they shall assume the average number of hours in his/her/their classification in his/her/their Overtime Unit, unless he/she/they is currently charged with less than average hours.

-235 Except by mutual agreement between the employee and employer, and during emergency situations, employees may not be scheduled for more than fifteen (15) hours including overtime during a twenty-four (24) hour period. Overtime that is not offered because it exceeds the limits in this paragraph shall not be charged against the employee for equalization purposes.

-236 For the purposes of this article, reference to communicating electronically refers to e-mail, text messages and other means. The Employer and the Union agree to meet to confer and discuss new means of electronic communication during the duration of this agreement.

-237 For the purpose of equalizing overtime, employees shall have one overtime hours total which shall be used both within and outside of the overtime unit (i.e., there shall not be separate lists of time worked inside and outside of the employee's overtime unit.) Hours counted shall be all hours that the employee worked or was offered. In disputes of proper notice, the criteria shall be evidence of timely notice by the employer, not proof of receipt of the notice. When overtime is offered to more than one employee, the employer shall schedule those who accept the work until the employer determines a sufficient number of employees are scheduled. All employees who had fewer hours of overtime than the person with the most number of hours who was scheduled shall be charged the average number of overtime hours of the employees working during that overtime period (2 hour minimum).

ARTICLE 44

LONGEVITY PAY

-238 All regular employees of the Employer hired prior to August 19, 1996 shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

-239 LONGEVITY YEAR The longevity year is defined as the twelve (12) 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).

-240 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, 1988, 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 the first pay period in September. 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/their return. Base wage shall not include overtime or premium pay.

-241 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 on 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.

-242 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.

-243 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.

-244 Employees terminating prior to October 1 will receive a prorated longevity payment.

-245 All regular employees, as of the date of the ratification of the Successor Agreement, shall be grandfathered under the current Longevity Pay program. Employees who hire into the bargaining unit after the date of the ratification of the Successor Agreement will be, and shall remain, ineligible for the Longevity Pay program.

-246 Longevity Pay Schedule

<u>Continuous Service</u>	<u>Annual Percentage</u>
6 or more and less than 10 years	2%
10 or more and less than 14	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 45

HEALTH CARE COVERAGE

-247 The University will continue to offer health benefits coverage in accordance with the 2022-2025 MSU/Coalition Memorandum of Understanding until such time as a new agreement is reached either with the JHCC or individual bargaining with Local 1585 or as otherwise permitted by law.

-248 Employees must enroll within thirty (30) days of employment or appointment to an eligible status or during annual open enrollment. Enrollment information is available through MSU Human Resources and its website.

-249 While an employee is on layoff and collecting Unemployment Compensation, the Employer will make its normal contribution toward the cost of the Health Plan premium through the end of the month of separation due to layoff.

-250 Upon evidence of other insurance coverage, employees eligible for MSU health care coverage are eligible to opt out of the MSU Health Plan each year during the October Health Plan Open Enrollment to be effective January 1 through December 31 and receive a \$600.00 lump-sum special check payment to be made in the month of February of the next plan year. Re-enrollment will be allowed during the plan year if proof of involuntary loss of other insurance coverage is provided within thirty days of loss of coverage. The employee would receive a prorated waiver payment in February.

ARTICLE 46

DENTAL PROGRAM

-251 Dental Program – The dental program will be provided to all regular full-time 1585 members. Fifty percent (50%) or greater regular part-time employees may enroll themselves and their eligible dependents with a proportionate University contribution (based on the number of dependents covered.)

- a. Fees for the below mentioned services will be covered on a usual, customary, and reasonable basis with a fifty percent (50%) co-payment.
- b. Basic diagnostic, preventative, emergency palliative, restorative, oral surgery, endodontics, periodontics, and prosthodontics subject to a \$600 annual maximum per individual.
- c. Orthodontics subject to a \$600 lifetime maximum per individual.
- d. The dental program benefits will be provided consistent with the carrier's conditions and procedures.

-252 Regular employees will have the option to select a managed care dental plan. The program will be provided by a carrier selected by MSU. These benefits will be provided consistent with the carrier's conditions and procedures. For additional information contact MSU HR Benefits. Employees choosing this plan shall pay any premium cost greater than the premium cost of the plan described in Paragraph 251.

ARTICLE 47

DISABILITY PLANS

A. Long-Term Disability Plan

-253 A University-paid Long-Term Disability Plan will be granted to all regular full-time employees with at least thirty-six (36) continuous full-time equivalent (FTE) service months.

-254 The LTD Program provides after a one hundred eighty (180) day disability waiting period or after exhausting all sick leave accruals, whichever is later, for a continuation of the monthly

benefit equal to sixty (60%) percent of base salary up to a maximum \$3,000 benefit including any benefits from Social Security or Worker's Compensation programs.

-255 The LTD Program additionally pays the employee's normal contribution and the University contribution to the base retirement program made available through the University and selected by the employee.

-256 At the Employer's expense, the employee may continue to participate in the Employee Paid Life, health care and dental programs.

-257 For additional information, contact Total Compensation and Wellness.

B. Extended Disability Plan

-258 Eligibility – Regular full-time employees with at least sixty (60) continuous full-time equivalent (FTE) service months are eligible for extended disability leave.

-259 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 or until all accruals are exhausted, whichever occurs later. This leave will include the aggregate of accumulated sick leave, vacation and personal time to the extent these benefits are due the employee. Employee agrees to repay the University all extended disability leave benefits paid, if employee does not receive long-term disability benefits.

C. Workers' Compensation (Long Term)

-260 An employee who is receiving regular Workers' Compensation for a period in excess of six (6) months shall receive, at the Employer's expense, life insurance and health care coverage for the period covered by Workers' Compensation. If it is determined by Benefits that the injured employee will be off work in excess of six (6) months, the above benefit may be implemented upon such determination without requiring premium payments from the affected employee.

ARTICLE 48

EMPLOYEE PAID LIFE PROGRAM

-261 Coverage is available to regular full-time and part-time employees through an optional Employee-Paid Life program. The program is entirely funded from employee premiums and rates are subject to future group experience. The insurance is decreasing term with no cash or loan value and coverage is dependent upon age and the plan selected.

ARTICLE 49

DEATH BENEFIT (BASIC EMPLOYER PAID LIFE PLAN)

-262 The Employer will provide a fully-paid life plan to all regular full-time employees at the time of hire. Coverage is equal to one times the annual salary (hourly rate times 2,080) up to a maximum of \$50,000.

-263 This program will provide a life insurance benefit in the case of death of an eligible employee on active duty status (including unpaid leaves of absence of 180 days or less) equal to one times the annual wage (i.e. basic hourly rate times 2080).

-264 The employee may designate a beneficiary if desired; if no beneficiary is designated, the life benefit payment will be made in the following order: A. spouse, B. children, C. parents or D. brothers and sisters. If no survivors, payment will be made in a lump sum to the estate.

ARTICLE 50

RETIREMENT BENEFITS

A. Base Retirement Program

-265 Michigan State University provides a base retirement program made available through the University and selected by the employee.

-266 Eligibility and Participation – Regular full-time and part-time employees are eligible for participation in the MSU 403(b) retirement plan made available through the University, and selected by the employee, in accordance with the following policies:

- a. The program is optional to employees under age 35 or who are over age 62 at the time of employment.
- b. The program is required as a condition of employment for employees who have attained age 35.
- c. Once required participation commences, it is not possible to disenroll from the program made available through the University, and selected by the employee while employed at the University.

-267 Premium Contribution – The base retirement program made available through the University, and selected by the employee, are financed by a five (5%) percent deduction from an employee's base wage, overtime and shift differential with the University contributing ten (10%) percent.

-268 Complete details concerning the provisions of the University's base retirement program made available through the University, and selected by the employee, may be obtained from MSU Human Resources.

B. Retirement for Employees Hired Prior to January 1, 1973

-269 Effective January 1, 1973, the University Retirement Program ceased to exist. However, to insure that no employee lost credit for prior years of service, the following guidelines were established to provide that an employee will receive no less than what an improved plan formula would give the employee upon retirement.

-270 Those persons employed prior to January 1, 1973, who were 55 years of age or older and/or had 25 years of service on January 1, 1973, could elect to remain subject to the improved University Plan formula described below.

-271 The formula governing the old Retirement Plan was improved by basing pensions on an amount equal to the highest three (3) year average earnings, multiplied by two (2%) percent for each year of service, with a \$3,600 ceiling.

-272 For employees participating in TIAA-CREF and/or other retirement programs made available through the University, and selected by the employee, with a University contribution, this new formula will be applied for each employee at retirement and will become the minimum received by the employee.

-273 The annuity value, at the time of retirement, purchased by MSU's contribution to TIAA-CREF and/or other retirement programs made available through the University, and selected by the employee, will be compared to the pension amount as computed in Paragraph 271 above, and the employee will receive the larger of the two figures. Employee contributions to TIAA-CREF and/or other retirement programs made available through the University, and selected by the employee, (retroactive to 1-1-73) will provide additional annuity income.

-274 Those employees not participating in TIAA-CREF or other retirement programs made available through the University, and selected by the employee, will have their retirement income figured solely on the improved formula plus a ten (10%) percent addition added to the base pension prior to actuarial reduction or the selection of a survivor option.

-275 Employees who terminate without meeting the minimum requirements for retirement will receive a retirement pension from the contributions made to the individual TIAA-CREF annuity contract or other retirement programs made available through the University, and selected by the employee, consistent with provisions of those contracts.

C. University Retirement

-276 University Retirement Defined - University retirement shall be defined at 1) attainment of age 62 or older with 15 years of service, or 2) at any age with 25 years of service. Interruptions in employment of less than one (1) year duration shall not constitute a break in service as it pertains to retirement.

-277 Employees meeting the minimum retirement requirements will remain eligible to maintain group health care and dental plan coverage and receive the health care and dental plan coverage and receive the Employer contribution. Employees participating in the Employee-Paid Life Plan at the time of retirement or terminating at age 65 or thereafter and who were enrolled prior to July 1, 1977, shall receive a \$2,000 life benefit fully paid by the Employer.

-278 An employee who retires under the definition in Paragraph 276 shall be paid for fifty (50) percent of his/her/their unused sick leave, but not to exceed a maximum of fifty (50%) percent of twelve hundred (1200) hours, as of the effective date of separation.

-279 An employee who does not meet the definition of University Retirement in Paragraph 276 but has at least five (5) years, but less than ten (10) years of continuous service and has attained 65 years of age at the time of their separation shall be paid fifty (50%) percent of their unused sick leave as of the effective date of separation. An employee who does not meet the definition of University Retirement in Paragraph 276 but has at least ten (10) years of continuous service and has attained 65 years of age at the time of their separation shall be paid one hundred (100%) percent of their unused sick leave as of the effective date of separation but not to exceed a maximum of one hundred (100) days, unless the employee has received a University contribution

to base retirement program and was employed after 1-1-73 in which case the employee shall be paid as in Paragraph 278.

-280 Prorated longevity payments shall be made to those employees who retire under the definition of University Retirement in Paragraph 276 prior to October first of any year. This also applies to those employees not under the definition of University Retirement in Paragraph 276 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.

-281 Employees hired prior to July 1, 2002 and meeting the minimum retirement requirements will remain eligible to maintain group health and dental care for the employee, spouse/OEI and dependents and receive the employer's proportional contribution toward the lowest cost MSU retiree health care and dental plan.

-282 Retiree health care and dental plan coverage for regular employees hired on or after July 1, 2002, but prior to July 1, 2010.

- a. 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 or fees) 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.
- b. 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.
 - 1) If there is no surviving spouse or other eligible individual, eligible dependents may elect Cobra continuation coverage, if applicable.
 - 2) 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.

-283 Employer contributions for retiree health and dental plan coverage are not provided for employees hired on or after July 1, 2010.

-284 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 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.

-285 Effective January 1, 2015, for benefits eligible employees hired on or after July 1, 2010 the University will, upon completion of probation, contribute 0.5 % (one-half percent) of the employee's retirement eligible earnings into an account within the existing MSU 403(b) Retirement Plan on a pay period basis until one hundred twenty (120) vesting service months are reached; after one hundred twenty (120) vesting service months of service the University's contribution increases to 0.75% (three-quarter percent) of retirement eligible earnings.

- a. MSU's contributions will be deposited into a default investment fund initially at an MSU designated retirement vendor; the employee can redirect to fund(s) of their choice by selecting from core options available in the 403(b) Retirement Plan including the brokerage accounts. Additional information on the default and optional investments is available at [http://www.hr.msu.edu/benefits/retirement/Retirement Enrollment Guide.pdf](http://www.hr.msu.edu/benefits/retirement/Retirement%20Enrollment%20Guide.pdf).
 - 1) The method used to calculate the one hundred twenty (120) vesting service months shall mirror the method used to determine vacation service months.
 - 2) For the implementation phase, July 1, 2010 through December 31, 2014, these provisions shall be applied to the employees' benefits eligible date of hire and payment shall be made in a lump sum during the first calendar quarter of 2015. The amount shall be determined as a calculation based upon the employee's retirement eligible earnings times one half percent (.5%) for the benefits eligible employment period. The Employer shall inform each affected employee of the amount of the deposit.

ARTICLE 51

EDUCATIONAL ASSISTANCE

A. Qualifications

-286 Full-time employees who meet the following provisions may apply for the Educational Assistance Program.

- a. Twelve (12) continuous FTE service months with the University are required.
- b. Admissions as a student either in a degree program at Michigan State University, or in a degree program or job related course at Lansing Community College, M.S.U. Outreach Programs, or from those institutions accredited by generally recognized accrediting agencies and/or are listed in the Education Directory of the U.S. Department of Education. In addition, institutions approved under such government training programs as the G.I. Bill of Rights will also be recognized.
- c. The appropriate educational assistance application complete with departmental approval, must be submitted by employee requesting educational assistance.

B. Non-Credit Courses

- a. Employees may apply for reimbursement and release time for non-credit courses.

- b. Only job-related courses which are offered through the University Outreach (e.g. Lifelong Education, Continuing Education and Evening College), MSU Computer Laboratory Computing and Technology Training Programs, Davenport College, Lansing Community College, High School Adult Education Programs, state or nationally recognized or accredited trade school training programs, or Human Resource Development Programs or other Staff Total Compensation and Wellness approved Educational/Training programs are reimbursable.
- c. If non-credit courses only are being taken during an academic year, reimbursement will not exceed eight hundred (\$800.00) dollars.
- d. If non-credit courses are being taken during the same academic years as courses per Paragraph 286 above, the total reimbursement will not exceed the MSU rate per credit for fourteen (14) credit hours.
- e. Employees must document their successful completion of non-credit courses by submitting (1) a certificate for the course signed by the instructor, or (2) a form provided by Human Resources signed by the instructor.

C. Release Time

-287 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.

D. Tuition Reimbursement

-288 Eligible employees shall be reimbursed for classes not to exceed fourteen (14) credit hours per academic year and MSU registration fee under the following conditions:

- a. The employee has submitted the appropriate application to her/his supervisor at least ten (10) working days before the initial meeting of the course(s) for which they are seeking approval.
- b. The classes for which the employee is seeking tuition reimbursement may not exceed fourteen (14) total credit hours per academic year.
- c. The employee shall provide the Employer with evidence that they have successfully completed the approved course(s). A grade of 2.0 or better is required for credit course(s).
- d. If the employee is covered by benefits such as scholarship or fellowship aid, government aid, G.I. benefits, or similar assistance, reimbursement will be made only for that portion of the tuition fee which exceeds the amount of those benefits.
- e. Reimbursement for the course(s) will be up to an amount equal to fifty percent (50%) of the MSU undergraduate tuition credit rate (not to exceed fourteen (14) credits per academic year).

E. Tuition Waiver

-289 Except as specifically provided below all general provisions of educational assistance apply.

- a. Local 1585 Bargaining Unit members who are eligible for educational assistance shall be eligible for a tuition waiver program. This tuition waiver program will be applicable only to those MSU courses enrolled in through the University's standard registration procedure. As a condition of tuition waiver, an employee must sign an agreement authorizing payroll deduction for the amount of tuition waived to be used in the event the employee does not successfully complete the course(s).
- b. Employees interested in utilizing the tuition waiver program must submit their educational assistance application complete with departmental approval to the Human Resources Office thirty (30) days prior to the semester billing date set by the student accounts-fees/sponsored aid/fellowships office. The application must be marked with a request for tuition waiver.
- c. If the above time lines are met and educational assistance application is approved, the Human Resources Office will forward a list of employees eligible for tuition waiver to the Student Accounts-Fees/Sponsored Aid/Fellowships Office and to Local 1585.
- d. The Student Accounts-Fees/Sponsored Aid/Fellowships Office billing will reflect tuition waiver. Human Resources will supply the Student Accounts-Fees/Sponsored Aid/Fellowships Office with the total credits available for tuition waiver for each eligible employee. Employees will be responsible for all charges in excess of the amounts detailed above, matriculation and registration fees; and in excess of fourteen (14) total credit hours per academic year. In the event the approved course(s) is/are unavailable at the time of registration, other appropriate course(s) may be substituted and the application amended subject to the approval of the department administrator or designee and Human Resources.
- e. Employees who have had their tuition waived authorize the Human Resources Office to verify successful completion of approved courses at the end of the semester. In cases when tuition waivers are withdrawn (e.g., terminated employee, non-approved course, unsuccessful completion), the University will attempt to payroll deduct the waived tuition. If the University is unable to make collection through payroll deduction, the Union agrees to be responsible for the outstanding debt(s).

F. Course-Fee Courtesy

-290 Full-time employees with sixty (60) FTE service months are eligible under the course-fee courtesy policy as it is provided to the faculty of the University.

ARTICLE 52

SUPERVISION WORKING

-291 Supervisory employees shall not perform work in any job classification of a seniority unit except as outlined in Paragraph 292.

-292 It is understood that supervisory employees may from time to time perform tasks normally assigned to bargaining unit employees. However, supervisors will not perform work which would

deprive regular employees of overtime, cause regular employees to work any reduced hours, nor will they perform any bargaining unit work when regular employees are laid off in the individual unit where the work is being performed. The parties agree that the Union, Student Life & Engagement and Employee Relations representatives will commit to act immediately to address concerns raised by the Union over administration of this section.

ARTICLE 53

STUDENT LABOR

-293 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 work force and not displace it.

-294 The University agrees to provide at or about mid-semester of each academic semester the following information concerning student employees:

- a. Name
- b. Seniority Unit
- c. Hours Worked

ARTICLE 54

SAFETY COMMITTEE

-295 A Safety Committee of not more than ten (10) employees and the Employer's representatives shall be established. The Union will furnish the Employer the names of its members of the Safety Committee and such changes as may occur from time to time in such personnel. This Committee shall meet at least once every quarter during regular working hours for a period not to exceed two (2) hours for the purpose of making recommendations to the Employer. If the Safety Committee feels that an investigation should be made concerning a particular safety practice, rule or condition, then one Union member of the Safety Committee and a representative of the Employer of the Safety Committee will be designated to investigate the particular practice or rule and make proper recommendations to the Employer.

-296 It shall be the intent of both parties to resolve safety concerns or grievances internally before contacting outside agencies. Employees are encouraged to first discuss safety concerns with supervision and/or departmental safety committees if established.

-297 Any employee safety apparel or apparatus required by University rules, or State laws, will be paid for by the University.

ARTICLE 55

AGREEMENT COPIES

-298 At least three (3) official (proof) copies of the contract shall be signed by appropriate representatives of the Employer and Union and shall be distributed among Employer, and Union.

-299 The Employer shall provide the Union with up to 300 “small-book” copies of the contract including current changes within ninety (90) days of ratification and final proof reading by the Union. The Union shall have the option of purchasing additional copies at its own cost. The Employer shall also maintain a copy of this agreement in a location on its website which shall be accessible to employees

ARTICLE 56

SUPPLEMENTAL AGREEMENTS

-300 All supplemental agreements shall be subject to the approval of the Employer and the Union.

ARTICLE 57

MAINTENANCE OF CONDITIONS

-301 It is not the intent of the University to introduce for the first time in its history, mass layoffs or reduction of hours. If, due to conditions beyond the control of the University, it becomes necessary to reduce an Employee’s working hours, the University agrees to meet with the Union in order to affect a mutually agreeable settlement. If no agreement can be reached at that meeting, the proposed reduction can then be implemented and the dispute may then be arbitrated on the basis of the questions put before the arbitrator by both sides.

-302 The University agrees to continue an Employee Assistance Program for the Union. The Union shall maintain a representative on the committee set up to advise the Office of Employee Assistance.

-303 The University shall furnish all employees with appropriate uniforms including laundry services. Employees shall wear uniforms furnished by the Employer unless otherwise mutually agreed.

-304 The University agrees to provide the Union with a campus restricted phone line which shall be paid for by the University.

ARTICLE 58

SPECIAL PROVISIONS

-305 The proceeding agreements apply only to the departments or divisions indicated, and establish no precedent for seniority units not specifically mentioned

I. COLLEGE OF AGRICULTURE AND NATURAL RESOURCES

-306 Assignment of Employees – Employees in the College of Agriculture and Natural Resources may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in the specific classification. It is understood that the above provision does not guarantee twelve (12) 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.

-307 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.

-308 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 will be continued and the foremen and supervisory employees in the College of Agriculture and Natural Resources may spend up to thirty (30%) of their time performing work outside of their supervisory duties in work related to research and special assignments in the bargaining unit.

-309 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.

II. INFRASTRUCTURE PLANNING AND FACILITIES – Landscape Services

A. Arborist Trainee

-310 In the event that an Arborist position is vacated an Arborist Trainee or an Arborist I position shall be posted and filled.

-311 The Arborist Trainee shall remain in this classification for a period of two years in order to be properly trained as an Arborist and then shall be promoted to Arborist, salary grade XVIII. The trainee position shall remain vacant until another Arborist position is vacated.

-312 While it is the intent in the foreseeable future to maintain the existing Arborist work force, this agreement does not preclude Landscape Services from adjusting the Arborist work force as operational needs dictate.

B. Eye and Toe Protection

-313 The following provisions apply to those employees in Landscape Services who are required to wear eye protection and toe protection:

- a. Employees who wear prescription glasses will be given an allowance of \$100.00 for the purchase of safety prescription glasses. This allowance shall not be given more than once every two fiscal years and only upon suitable proof of purchase.
- b. Employees who are required to wear toe protection will be given an allowance of up to \$150.00 toward the purchase of safety shoes. This allowance shall not be given more than once every fiscal year and only upon suitable proof of purchase.

C. Revision To "Memorandum of Understanding Concerning Grounds Department Snow Season Call In Duty Pay"

-314 Effective with the 2022/2023 snow season, IPF Landscape Services employees represented by Local 1585 who work as salt truck drivers or Emergency Response Teams members under the Memorandum of Understanding Concerning Grounds Department Snow Season Call In Duty Pay shall still receive the one-hour call-in-duty pay when they are called in to report for duty.

III. STUDENT LIFE & ENGAGEMENT, INFRASTRUCTURE PLANNING AND FACILITIES, AND INTERCOLLEGIATE ATHLETICS

-315 Employees in SLE Central Maintenance and SLE Food Stores shall receive an allowance of up to \$100 per fiscal year toward the purchase of work boots. This allowance shall not be given more than once every fiscal year and only upon suitable proof of purchase. Employees who receive a boot allowance shall be required to wear the boots at work.

A. Assignment of Employees

-316 Employees in Student Life & Engagement, Infrastructure Planning and Facilities, and Intercollegiate Athletics may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classifications.

-317 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.

-318 Student Life & Engagement shall continue to supplement the regular work force with student employee as management deems appropriate in accordance with the contract.

B. Schedule of Employees to Work Designated Holidays

-319 This provision applies to work to be performed by two or more 1585 members in a district on designated holidays:

- a. For purposes of scheduling employees, overtime equalization lists shall be utilized in accordance with Article 43.
- b. The District Steward shall be scheduled to work on a designated holiday if the steward
 - has previously occupied or
 - is currently in or
 - has previously performed on a regular basis the classification and/or duties to be performed on that day.
- c. If the District Steward is not scheduled as above, the Alternate Steward shall be scheduled in conformance with above.

- d. District Stewards and Alternate Stewards who work on a holiday shall have their holiday pay calculated on their regular rate of pay for their normal University classification.
- e. If employees, including the District Steward or Alternate Steward in a classification scheduled to work, decline to work, they shall be charged on the equalization lists and management may assign and schedule employees in order of lowest seniority within the classification scheduled to work on that designated holiday.
- f. This provision shall not alter Section C of the Student Life & Engagement article.

C. Cook Classification

-320 This Agreement applies only to the Cook sequence in Student Life & Engagement excluding Kellogg Center.

- a. All Level 09 Cooks, who have successfully completed a two-year probationary period shall, upon completion, automatically proceed to a Cook II, Level 12 position.

D. Assignment of Food Stores Warehouse Attendants and Stockhandlers to the Freezer Room

-321 It is agreed that assignment to the freezer room is less desirable than other assignments in Food Stores. Therefore, employees will be assigned to the freezer room on a rotational basis, and shall be compensated at an additional one-dollar and ten cents (\$1.10) per hour during the period of the regular assignment to the freezer room. Employees, who, during the course of their regular duties are compelled to occasionally enter the freezer room and are not obliged to spend over one (1) hour consecutively in the freezer room, shall not be eligible for the additional compensation. If a sufficient number of employees do not opt for the freezer room assignment, the least senior employees shall be assigned.

IV. INFORMATION TECHNOLOGY SERVICES

-322 Motor Vehicle Operators – the pick up and delivery of equipment will be performed by 1585 personnel, however, it is jointly recognized that in some situations it may not be possible for only Motor Vehicle Operators to pick up and deliver audio visual equipment as in cases where:

- a. The security of equipment, on or off-campus is jeopardized.
- b. Professional and technical staff are needed to determine equipment needs on the program site and the IT Services vans are used as a mobile center.
- c. An emergency occurs, such as equipment failure, absence of personnel, last minute deadlines, and other circumstances beyond the control of the dispatchers.
- d. Off-campus programs which require the transportation of an authorized operator as well as equipment when prior delivery is not possible, and when overtime has been offered and refused by bargaining unit employees.

- e. During slow periods, Motor Vehicle Operators will be reassigned other duties in order to provide work.
- f. All programs involving Central Administration (Presidents and Vice Presidents).

V. INFRASTRUCTURE PLANNING AND FACILITIES-CUSTODIAL SERVICES

A. Grievance/Disciplinary

-323 Meetings involving the District Supervisor for Third Shift employees shall be scheduled during shift hours unless mutually agreed otherwise.

-324 For Custodial Services employees scheduled Sunday through Thursday, the District Supervisor or his/her/their designee shall hold meetings requiring a District Steward during the employee's normal working hours unless mutually agreed otherwise. These meetings shall occur not more than once a week.

B. Equalization of Overtime

-325 Employees hired before the effective date of the 2018 to 2022 collective bargaining agreement shall remain eligible for auto progression to Custodian II. Employees hired after the effective date of the 2018 to 2022 collective bargaining agreement shall not be eligible for the auto progression to Custodian II. The employer will pursue the adjustment of the job classification for Custodian I and placement at a pay level IV.

C. Transportation Services

-326 It is agreed that Transportation Services, Infrastructure Planning and Facilities, will continue their long-standing policy relating to split runs on the Campus Bus System. Included in this policy are the following:

- a. Split runs will be minimized as much as possible.
- b. All new employees shall read the job description and be aware they may have to operate a split run.
- c. The Bus Drivers may suggest alternate solutions to eliminate any or all split runs. These solutions will be considered and adopted if they:
 - Do not increase operating costs.
 - Do not eliminate needed service.

VI. VETERINARY MEDICINE

A. Work Schedule

-327 There shall not be any change in the work schedule unless the Employer has provided fourteen (14) calendar days notice to the employee, except in an emergency.

-328 Any change in the work shift shall be discussed seven (7) days prior to change except in an emergency.

-329 Any time worked not included in the regular work schedule shall be considered overtime.

VII. OVERTIME EQUALIZATION – Campus Animal Resources (former ULAR)

-330 Weekend overtime shall be offered in increments of not less than 3 hours, except in necessary emergencies.

-331 For purposes of this Agreement, employees shall be defined as regular 1585 employees normally assigned to locations in Campus Animal Resources (former ULAR). If the need still exists, temporary employees may be offered overtime opportunities/extra work hours after employees on the overtime list have been contacted.

ARTICLE 59

SAVINGS CLAUSE

-332 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 60

CONTRACT DOCUMENTS

-333 The provisions herein contained constitute the entire Agreement between the parties.

ARTICLE 61

MODIFICATION

-334 This Agreement shall continue in full force and effect from the date hereof until 11:59 p.m., July 31, 2026, and from year to year thereafter, unless notice of modification is given as provided in Paragraphs 336 and 337.

-335 This Agreement shall be effective from and after August 26, 2022, until and including July 31, 2026.

-336 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the expiration date or any subsequent expiration date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. 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. The Employer agrees to continue all contractual rights and benefits past the expiration date of this contract until a new contract takes effect as long as there is no strike by the Union. There shall be no lockout by the Employer.

-337 Notice of modification – Notice shall be in writing and shall be sufficient if sent by regular or electronic mail addressed, if to the Union, to the Local 1585 President and the most recently identified Council 25 Representative and if to the Employer, addressed to the Director Employee Relations, or to any such address as the Union or the Employer may make available to each other.

ARTICLE 62

EFFECTIVE DATE

-338 This agreement shall become effective as of August 26, 2022, IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date Signed: _____

FOR THE EMPLOYER

FOR THE UNION

Melissa Woo, Executive Vice President of
Administrative Services

Shawn Starr, President

Christina Brogdon, Vice President of
Human Resources

Christopher Wayne, Chief Steward

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

Carrie Modzelewski, Secretary Treasurer

Andrew Jarvis, Manager
Office of Employee Relations

Shari Sollner, Recording Secretary

Suzanne Konkle, Sr HR Professional I
Office of Employee Relations

Mark Ordway
Negotiations Team

SIGNATURES ON FILE

Julianna Douches, Administrative Associate II
Human Resources

Nathaniel Oswald
Negotiating Team

Charles Folino, Unit HR Administrator II
Veterinary Diagnostic Laboratory

Andre Lavoie
Negotiating Team

Renee Gagnier, Administrative Associate II
CANR Administration Dean

Errol Jackson
Negotiating Team

Amy Holda, Administrative Associate I/S
UPL Administration

Chris Mills
Negotiating Team

Kelly High McCord, RHS Chief of Staff
SLE Human Resources

Mary Openlander, Staff Representative
AFSCME Council 25

Mark Rokita, Operations Supervisor II
IPF Maint and Repair Shop

Michelle Rutkowski, Human Resources Admin.
Infrastructure Planning and Facilities

Joshua Segó, Service Manager III
IPF Campus Services Custodial Services

Kristie Sova, Sr HR Professional I/S
Human Resources

Charles Tobey, Unit HR Administrator II/S
SLE Human Resources

SIGNATURES ON FILE

APPENDIX I

LOCAL 1585 AFSCME CLASSIFICATION AND LEVEL SCHEDULE

CLASSIFICATION	LEVEL
AGRICULTURAL AND SPECIAL EQUIPMENT OPERATOR I	16
AGRICULTURAL AND SPECIAL EQUIPMENT OPERATOR II	19
AGRICULTURAL GROUP LEADER	20
AGRICULTURAL RESEARCH AIDE	18
ANIMAL CARETAKER I	9
ANIMAL CARETAKER II	14
ANIMAL CARETAKER III	15
ANIMAL CARETAKER IV	17
ANIMAL CARETAKER RESEARCH I	15
ANIMAL CARETAKER RESEARCH II	18
ARBORIST I	18
ARBORIST II	19
ARBORIST III/GROUP LEADER	20
ARBORIST TRAINEE	14
BAKER/MSU BAKERS	14
BAKER/MSU BAKERS TRAINEE	9
BANQUET CAPTAIN/KELLOGG CENTER	4
BANQUET SET-UP WORKER/KELLOGG CENTER	12
BUILDING SANITATION WORKER	8
BUILDING SERVICES CUSTODIAN	14
BUILDING SERVICES GROUP LEADER	15
BUILDING SERVICES WORKER	2
BUS DRIVER	13
BUS DRIVER/GROUP LEADER	18
CAMPUS ARBORIST ASSISTANT	19
CENTRAL STERILIZATION WORKER	11
CENTRAL STERILIZATION WORKER/GROUP LEADER	15
COMMODITY COORDINATOR	19
COOK I	9
COOK II	12
COOK III	16
COOK RANGE/KELLOGG CENTER	13
COOK VEGETABLE/KELLOGG CENTER	13
COOK/KELLOGG CENTER	18
COSTUME MAKER	7
COWLES HOUSE SERVICES ASSISTANT	16
CULINARY PLATFORM ATTENDANT	5
CUSTODIAN I	4
CUSTODIAN II	10
CUSTODIAN III	12
CUSTODIAN IV	15
DECORATOR/MSU BAKERS	14
DINING ROOM WORKER	1A

DINING SERVICE CASHIER/ATTENDANT	1C
DINING SERVICES WORKER I	2
DINING SERVICES WORKER II	4
DRIVER/BUYER ASSISTANT CYCLOTRON	15
DRIVER COLLECTOR/HAULER I	6
DRIVER COLLECTOR/HAULER II	11
FEED MILL OPERATOR I	16
FEED MILL OPERATOR II	19
FRIB LABORATORY MANTAINER I	15
FRIB LABORATORY MAINTAINER II	22
FOOD STORES WAREHOUSE ATTENDANT	15
GARDENER	16
GARDENER TRAINEE	12
GARDENING GROUP LEADER	20
GENERAL WORKER	97
GREENSKEEPER I	12
GREENSKEEPER II	16
GROUNDS AIDE	1B
GROUNDSKEEPER I	12
GROUNDSKEEPER II	16
GROUNDSKEEPER III	20
HEAVY EQUIPMENT OPERATOR/HAULER	16
HERDER I	16
HERDER II	19
HORTICULTURE AIDE	14
INCINERATOR OPERATOR I	15
INCINERATOR OPERATOR II	18
INCINERATOR/ANIMAL CONTROL WORKER	16
KITCHEN SANITATION WORKER	7
LABORATORY SANITATION WORKER	15
LABORATORY WORKER	6
LABORER AGRICULTURAL I	9
LABORER AGRICULTURAL II	12
LABORER I	6
LABORER II	9
LABORER III	12
LANDSCAPE GARDENER	17
LANDSCAPE GARDENER II	18
LANDSCAPE SERVICES EQUIPMENT OPERATOR I	16
LANDSCAPE SERVICES EQUIPMENT OPERATOR II	19
LANDSCAPE GROUNDSKEEPER I	14
LANDSCAPE GROUNDSKEEPER II	18
LANDSCAPE GROUNDSKEEPER III/GROUP LEADER	20
LANDSCAPE SERVICES/LANDSCAPE CONSTRUCTION GROUP LEADER	20
LANDSCAPE SERVICES/SITE CONSTRUCTION GROUP LEADER	20
LANDSCAPE SERVICES UTILITY WORKER I	18
LANDSCAPE SERVICES UTILITY WORKER II/GROUP LEADER	20
LAUNDRY CONTROL CHECKER	4

LAUNDRY EQUIPMENT MAINTAINER	22
LAUNDRY HELPER	2
LAUNDRY WORKER I	6
LAUNDRY WORKER II	11
MAIL CARRIER	10
MAINTAINER BOWLING ALLEY EQUIPMENT	17
MAINTAINER CUSTODIAL EQUIPMENT	18
MAINTAINER FIRE SAFETY EQUIPMENT	20
MAINTAINER FOOD EQUIPMENT	19
MAINTAINER HEATING EQUIPMENT	20
MAINTAINER IRRIGATION SYSTEMS	19
MAINTAINER IRRIGATION SYSTEMS ASSISTANT	14
MAINTAINER MUNN ARENA	17
MAINTENANCE WORKER AGRICULTURAL I	14
MAINTENANCE WORKER AGRICULTURAL II	16
MAINTENANCE WORKER I	12
MAINTENANCE WORKER II	16
MAINTENANCE WORKER III	19
MAINTENANCE WORKER BICYCLE	12
MAINTENANCE WORKER RESEARCH ANIMAL	19
MAINTENANCE WORKER VETERINARY	17
MAINTENANCE WORKER VETERINARY/TREADMILL	18
MATERIAL & LOGISTICS WORKER I	15
MATERIAL & LOGISTICS WORKER II	19
MATERIAL HANDLER	17
MATERIAL HANDLER/GOLD CIRCLE	18
MATERIAL HANDLER GROUP LEADER	18
MATERIAL HANDLER TRAINEE	13
MATERIAL RECOVERY FACILITY/SURPLUS WORKER	6
MATERIAL RECOVERY FACILITY PROCESSING/GROUP LEADER	18
MATERIALS TRAFFIC CONTROL WORKER	21
MOTOR VEHICLE OPERATOR	12
NURSERY EQUIPMENT OPERATOR	19
NURSERY WORKER	15
PEST CONTROL WORKER	20
RECYCLING AIDE	1B
RECYCLING AND REFUSE GROUP LEADER	18
SET UP WORKER I	16
SET UP WORKER II	19
SEXTON	14
SNACKSHOP/CONCESSION ATTENDANT	7
STOCKHANDLER CYCLOTRON LABORATORY	19
STOCKHANDLER I	12
STOCKHANDLER SCIENTIFIC SUPPLIES I	16
STOCKHANDLER SCIENTIFIC SUPPLIES II	19
STOCKROOM ATTENDANT I	15
STOCKROOM ATTENDANT II	18
SUPPORT COOK/KELLOGG CENTER	5
SURPLUS WORKER I	6

SURPLUS WORKER II	10
SURPLUS WORKER III	16
UNIVERSITY SERVICES AIDE	1C
UNIVERSITY SERVICES WORKER	12
WAREHOUSE ATTENDANT	16

NOTE: In the case any deleted classifications from Appendix I are reactivated, they will be placed pursuant to Article 38.

APPENDIX II

Wage rate schedule effective August 1, 2022, for those employees included in the seniority units clause of this Agreement.

LEVEL	PROBATIONARY	JOB RATE
1A	\$11.24	\$12.24
1B	12.49	13.15
1C	13.70	14.70
2	16.69	17.57
3	17.02	17.92
4	17.55	18.47
5	17.84	18.78
6	18.29	19.25
7	18.41	19.38
8	18.90	19.89
9	19.00	20.00
10	19.52	20.55
11	20.02	21.07
12	20.53	21.61
13	20.75	21.84
14	20.98	22.08
15	20.48	22.75
16	20.96	23.29
17	21.37	23.74
18	21.86	24.29
19	22.54	25.04
20	23.20	25.78
21	23.39	25.99
22	24.26	26.96
23	24.47	27.19

Specific Classification – Wage Rate Schedule Effective August 1, 2022, for those employees included in the seniority units clause of this Agreement.

	Start Rate	Full Rate
Temp KC Server	\$10.81	\$11.51
Temp KC St Rm Server	6.50	7.00
Temp KC Worker	13.38	14.19

APPENDIX III

Wage rate schedule effective August 1, 2023, for those employees included in the seniority units clause of this Agreement.*

The wage schedule for this Agreement will be prepared following the determination of the percent wage increase 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 until and including December 31, 2025.

APPENDIX IV

Wage rate schedule effective August 1, 2024, for those employees included in the seniority units clause of this Agreement.*

The wage schedule for this Agreement will be prepared following the determination of the percent wage increase 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 until and including December 31, 2025.

APPENDIX V

Wage rate schedule effective August 1, 2025, for those employees included in the seniority units clause of this Agreement.*

The wage schedule for this Agreement will be prepared following the determination of the percent wage increase 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 until and including December 31, 2025.

APPENDIX VI

DEFINITIONS

Agreement – Whenever the word “Agreement” is used in this document, it shall be considered synonymous with the word “Contract”.

Demotion – Demotion shall be considered the movement of any employee to a lower grade level.

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:
 - a) 1.00 credit per month for full-time (90% - 100%) employees
 - b) .75 credit per month for ¾ time (65% - 89.9%) employees
 - c) .50 credit per month for ½ 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 health and dental coverage 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 the employer’s health and dental contribution during retirement.

<u>YRS</u>	<u>MOS</u>	<u>FTE SERVICE MONTHS</u>		
		<u>½ time</u> (50%-64.9%)	<u>¾ time</u> (65%-89.9%)	<u>Full-time</u> (90%-100%)
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>YRS</u>	<u>MOS</u>	<u>FTE SERVICE MONTHS</u>		
		<u>½ time</u> (50%-64.9%)	<u>¾ time</u> (65%-89.9%)	<u>Full-time</u> (90%-100%)
15	180	150.00-194.99	195.00-269.99	270.00-999.99

He/she/they – Wherever personal pronouns are used in this Agreement, it shall be understood that the gender is inclusive.

Lateral Transfer – A lateral transfer shall be considered the movement of any employee within the same grade level.

Promotion – Promotion shall be considered the movement of an employee to a higher grade level.

Proportional Benefits – Part-time benefits listed in Paragraph 40 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

Rates of Pay

Base – Is the per hour rate of the employee not including shift differential or overtime computations.

Regular – Is the per hour rate of the employee including shift differential.

Seniority

- a. University Seniority - length of continuous employment, (including Article 12), starting with the original date of hire with the Employer, including periods of authorized leaves of absence and layoffs consistent with other Articles of this Agreement. This date shall be used for benefit purposes.
- b. Bargaining Unit Seniority – total length of employment within all units listed in Article 4, starting on the last date of hire with the Employer, except as abridged in Articles 12, 22, and 23. This date shall be used for filling vacancies and layoffs.

To Assist – As used in the Union classification descriptions connotes that an employee in a classification will provide whatever operational help is necessary to accomplish a task, function or end. “To assist” does not necessarily infer that another co-worker or employee must be constantly present during the accomplishment of a task.

Unavailable – An employee shall be considered unavailable for overtime in the following situations:

- The employee is on sick or funeral leave within 24 hours prior to the scheduled overtime, except sick or funeral leave of less than four (4) hours.
- While the employee is on vacation and until he/she/they returns from vacation to his/her/their regular shift unless the employee provides prior written notification to his/her/their Supervisor of his/her/their availability.
- The employee has signed an overtime waiver form indicating that he/she/they does not wish to work any overtime.

- The employee is on an unpaid leave of absence, layoff, Regular or Worker's Compensation.
- Except that only in the Custodial Department if it becomes necessary to assign overtime, the language in Article 42 and 43A shall apply and overtime waivers will not be recognized. However the Employer will not arbitrarily and/or capriciously assign employees.

In these situations the employee will not be contacted for overtime, but will be charged the average number of overtime hours of the employees working during the overtime period.

Union – Whenever the words Local 1585 or Union appear in this Agreement, they shall mean AFSCME Local Union Number 1585, AFL-CIO.

University or Employer – Whenever the words University or Employer appear in the Agreement, they shall mean Michigan State University.

Workers' Compensation

"Full" – is the payment of Workers' Compensation including sick, vacation or personal leave accrual supplementation.

"Regular" – is the payment of Workers' Compensation with no sick, vacation or personal leave accrual supplementation.

INDEX

Topic	Article Number	Paragraph Number	Page Number
Absence before/after holiday	25	111	26
Absences	24	106	25
Agreement (Def. of)	App. VI		69
Agreement		3	6
Agreement Copies	55	298-299	-55
Aid to Other Unions	3	9	7
Appeal of Reprimand, Suspension or Discharge	17	88-89	22
Appendix I Classification & Level Schedules	App. I		63-66
Appendix II Wage Schedule (8-01-22)	App. II		67
Appendix III Wage Schedule (8-01-23)	App. III		68
Appendix IV Wage Schedule (8-01-24)	App. IV		68
Appendix V Wage Schedule (8-01-25)	App. V		68
Appendix VI Definitions	App. VI		69-71
Assignment of College of Agricultural & Natural Resources Employees	58	306-309	55-56
Assist (Def. of)	App. VI		70
Base Rate of Pay (Def. of)	App. VI		70
Call-in Pay	41	214-215	41
Snow Season Call In Pay	58	314	57
Checkoff Authorization Cards	6	13-23	9-11
Chief Steward	13,15, 31	64, 74-77, 144-150	18-20, 31
Release Time	31	144-145	31
Overtime	31	146	31
Classification & Levels	App. I		63-66
Classifications	38	201-203	39
Classifications (Specific)	App. II-V		67-68
Computation of Back Wages	16	85	21
Contract Documents	60	333	60
Contract Expiration	61	334-337	60-61
Death Benefit (Basic Employer Paid Life Plan)	49	262-264	47-48
Definitions	App. VI		69-71
Dental Programs	46	251-252	46
Disability Plans	47	253-259	46-47
Long Term Disability		253-257	46-47
Extended Disability Plan		258-259	47
Discharge	17	86-88	21-22
Dues	6	13-23	9-11
Dues Deduction List	6	18	10
Educational Assistance	51	286-290	51-53
Educational Leave of Absence for Veterans	34	169-170	34
Effective Date	62	338	61
Employer Paid Life Program	48	261	47
Employer (Def. of)	App. VI		71
Equalization of Overtime Hours	43	224-237	42-44
Stewards	8,43	28, 230	12,43
All Employees	43	224-229	42-43

Topic	Article Number	Paragraph Number	Page Number
Unavailability for Overtime	App. VI		70
Excused Absence	32	156-159	32
Executive Board Meetings	31	151	32
Failure to Return to Work	12	60	17-18
Filling of Vacancies	36	181-195	35-38
Posting		183-185	36-37
Trial Period		189-191	37-38
Temporary Assignments		194	38
Finality of Decisions	15	84	21
Full-time Equivalent (FTE) Service Months	App. VI		69
Full Worker's Compensation (Def. of)	App. VI		71
Funeral Leave (Bereavement Leave)	29	139-141	30
General Conditions (Leaves)	35	171-180	34-35
Leaves with Pay		171-173	34
Leaves without Pay		174-178	34
Return to Active Employment		179-180	35
Grievance Procedure – General Conditions	14	65-71	18-19
Time of Meetings		67	18
Time of Answers		68	19
Time of Appeal		69	19
Non-conformance		70-71	19
Grievance Procedure Steps	15	70-84	19-21
He/she/they	App. VI		70
Health Care Coverage	45	247-250	45-46
Holidays	25	107-111	25-26
Information Technology Services	58	322	58-59
Motor Vehicle Operators		322	58-59
Infrastructure Planning and Facilities			
Assignment of Employees	58	316-317	57
Custodial Services – Grievance/Disciplinary		323-324	59
Custodial Services – Equalization of Overtime		325	59
Custodial Services – Transportation Services		326	59
Initiation Fees	5,6	12D, 13-15	9
Insurance	45-50	247-285	45-51
Health Care Coverage	45	247-250	45-46
Dental Program	46	251-252	46
Disability	47	253-260	46-47
Employee Paid Life Program	48	261	47
Basic Employer Paid Life Plan	49	262-264	47-48
Retirement	50	265-285	48-51
IPF Landscape Services	58	310-314	56-57
Arborist Trainee (Landscape Services)		310-312	56
Eye & Toe Protection (Landscape Services)		313	56
Jury Duty	30	142-143	30-31
Layoffs	20,21	93-97	23-24
Effect on Seniority	35	177	34
Failure to Return	12	60	18

Topic	Article Number	Paragraph Number	Page Number
Health Care Coverage	45	249	45
Stewards	8	30	12
Notice of President & Chief Steward	13	64	18
Temporary	20	93	23-24
Recall	22	98-101	24-25
Work Opportunity	23	102-105	25
Vacation & Sick Leave Accrual	35	176	34
Leaves – General Conditions	35	171-180	34-35
Leave of Absence for Illness or Disability	32	162-164	33
List of Stewards	8		12
Longevity Pay	44	238-246	44-45
Initial Eligibility		241	44-45
Continuing Eligibility		242	45
Longevity Pay Schedule		240	44
Prorated Payment	44, 50	244, 280	45,55
Loss of Seniority	12	60-61	17-18
Return Rights to the Union		62-63	18
Maintenance of Conditions	57	301-304	55
Medical Coverage	45	247-250	45-46
Medical Dispute	19	92	23
Membership in the Union	5	12	9
Merit Pay/Lump Sum Payments	39	205	40
Military Leave	33	167-168	33
Effect on Vacation Allowance	26, 33	116,168	27,33
Extended Service	33	167	33
Short Tours of Duty	33	168	33
Modifications	61	334-337	60-71
Notices			
Absence	24	106	25
Layoff	21	97	24
Recall	22	98-101	24-25
Reprimand, Suspension, Discharge	17	87	21
Overtime	41	216-221	41
Stewards	8	31	13
Specific Areas	42	222-223	41-42
Equalization	43	224-229	42-43
Paid Union Leave/ Release Time	31	144-154	31-32
Part-time Employees	10	40-43	15-16
Hours		40	15
Benefits		41	15
Seniority		42	15
Funeral Leave		43	16
Personal Leave	32	160-163	32-33
Personal Leave Hours	27	121-125	27-28
Posting of Job Vacancies	36	181-185	35-36
Preface		1-2	2

Topic	Article Number	Paragraph Number	Page Number
Presenting a Grievance	15	72-84	19-20
Immediate Supervisor		73	19
Step I – Administrative Head		77	20
Step II – Employer’s Representative		78-79	20
Step III - Arbitration		80-84	20-21
Finality of Decisions		84	21
President Release Time	31	144-150	31
Probationary Employees	10	34-35	14
Proportional Benefits (Def. of)	App. VI		69
Proportional Representation	7	26	12
Purpose and Intent	1	4-7	6
Rates of Pay (Def. of)	App. VI		70
Recall Procedure	22	98-101	24-25
Recognition	4	10-11	8
Employees Covered		10	8
Seniority Units		11	8
Red Circle Rates	40	208	40
Regular Rate of Pay (Def. of)	App. VI		70
Regular Worker’s Compensation (Def. of)	App. VI		71
Representation Districts	7	24-27	11-13
List of Representation Districts		24	11-12
Number of Stewards & Alternate Stewards		24	11-12
Reprimand, Suspension, or Discharge	17	86-90	21-23
Rest Periods	41	212	39-40
Retirement Benefits	50	265-285	48-51
A. Base Retirement Programs Eligibility & Participation		265-268	48
B. Retirement for Employees before 1/1/73		269-275	48-49
University Retirement		276-285	49-51
University Retirement Defined		276	49
Insurance		277	49
Payment for Unused Sick Leave		278-279	49
Prorated Longevity Pay		280	50
Return Rights to the Union	12	62-63	18
Rights of the Employer	2	8	6-7
Safety Apparel	54	297	54
Safety Committee	54	295-296	54
Savings Clause	59	332	59
Seniority	10	34-53	14-16
Definition of	App. VI		70
Probationary Employees	10	34-35	14
Temporary Employees	10	36-39	14-15
Part-time Employees	10	40-43	15-16
Recall	22	98-101	24-25
Laid-off Employees	21	94-97	24
Ties	11	59	17

Topic	Article Number	Paragraph Number	Page Number
Seniority Lists	11	54-59	17
Seniority of Officers	13	64	18
Seniority of Stewards	8	28	13
Seniority Units	4	11	8
Shift Differential	41	209	40
Shift Hours		210	40
Shift Preference		211	40
Sick Leave	28	126-138	28-30
Payment for Unused Sick Leave	50	278-279	49
Worker's Compensation	28	128	29
Special Conferences	18	91	23
Special Provisions	58	305-331	55-60
I. College of Agriculture & Natural Resources		306-309	55-61
II. IPF Landscape Services		310-314	56-57
III. Student Life & Engagement, Infrastructure Planning and Facilities & Inter. Athletics		315-321	57-58
IV. Information Technology Services		322	58-59
V. Custodial Services		323-326	59
VI. Veterinary Medicine		327-329	59-60
VII. Overtime Equalization Campus Animal Resources (Former ULAR)		330-331	60
Specific Classification – Wage Rate Schedule (8-01-22 through 8-01-25)	App. II-V		67-68
Stewards and Alternate Stewards	8	28-31	13
Steward's Meetings	8	29	13
Student Labor	53	293-294	54
Student Life & Engagement, Infrastructure Planning and Facilities & Int. Athletics	58	315-321	57-58
Assignment of Employees		316-318	57
Schedule of Employees & Stewards to work designated Holidays		319	57-58
Cook Classification		320	58
Freezer Room Assignment		321	58
Supplemental Agreements	56	300	55
Supervision Working	52	291-292	53-54
Table of Contents			3-4
Temporary Assignments	36	194	58
Temporary Employees	10	36-39	14-15
Temporary Layoffs	20	93	23-24
Termination of Checkoff	6	19	9
Time-and-One-Half	41	216, 214-221	41
Time-and-One-Half in Specific Areas of Work	42	222-223	41-42
Transfers	37	196-200	38-39
Trial Period	36	189-191	37-38
Unavailable (Def. of)	App. VI		70-71

Topic	Article Number	Paragraph Number	Page Number
Union (Def. of)	App. VI		71
Union Bulletin Boards	9	32-33	13-14
Union Dues, Initiation Fees, & Service Charges	6	13-23	9-10
Union Education Leave	31	152	32
Union Release Time	31	144-154	31-32
President & Chief Steward		144-150	31
Executive Board Members		151	31-32
Union Education		152	32
Union Business		153-154	32
Union Security – Requirements of Union Membership	5	12	9
University (Def. of)	App. VI		71
University Seniority	App. VI		70
Unpaid Leaves	32	155-166	32-33
Excused Absences		156-159	32
Personal Leaves		160-163	32-33
Illness or Disability		164-166	33
Use of Past Record	17	90	22-23
Vacations	26	112-120	26-27
Veterinary Medicine	58	327-329	59-60
Wage Rate Increase Plan	39	204-207	39-40
Wage Schedule	App. II - V		67-68
Wash-up Time	41	213	42
Worker's Compensation	47	260	47
Sick Leave	28	129	29
Definitions	App. VI		69-70
Disability	47	253	46
Work Opportunity for Laid-off Employees	23	102-105	25
Working Hours	41	209-221	40-41
Shift Differential		209	39
Shift Hours		210	39
Shift Preference		211	39
Rest Periods		212	39-40
Wash-up Time		213	41
Call-in Pay – Show-up Pay		214-215	41
Overtime		216-221	41