

Tentative Agreement
between
Michigan State University, the Employer
and
Administrative Professionals Association, the Union

As a result of negotiations between the parties for a successor Collective Bargaining Agreement, the Employer and the Union agree to the following, to be effective from date of ratification through September 30, 2027. The Agreement hereinafter detailed is subject to ratification by the Employer and the Union. The Agreement is listed in TAs as follows:

1. Purpose and Intent – Dated October 2, 2023
2. Article 1, Recognition – Dated October 30, 2023
3. Article 2, Management's Rights - Dated October 2, 2023
4. Article 5, Association Membership – Dated October 30, 2023
5. Article 6, Association Rights - Dated October 2, 2023
6. Article 7, Employment Status - Dated October 5, 2023
7. Article 8, Probationary/Trial Period - Dated October 2, 2023
8. Article 9, Seniority - Dated October 2, 2023
9. Article 10, Settlement of Disputes – Dated October 30, 2023
10. Article 11, Official Personnel Document Review – Dated October 30, 2023
11. Article 12, Performance Evaluations – Dated October 30, 2023
12. Article 13, Promotion/Demotion – Dated October 19, 2023
13. Article 14, Filling Vacant Positions - Dated October 2, 2023
14. Article 15, Classification/Reclassification of Positions - Dated October 19, 2023
15. Article 16, Reduction in Force - Dated October 19, 2023
16. Article 17, Compensation Programs – Dated October 30, 2023
17. Article 20, Leaves of Absence Without Pay – Dated October 30, 2023
18. Article 23, Holidays - Dated October 2, 2023
19. Article 24, Sick Leave - Dated October 19, 2023
20. Articles 25, Military Leave of Absence - Dated October 5, 2023
21. Article 28, Longevity Pay – Dated October 30, 2023
22. Article 30, Military Duty Pay – Dated October 19, 2023
23. Article 31, Bereavement Days - Dated October 2, 2023
24. Article 35, Dental Plan - Dated October 2, 2023
25. Article 41, Educational Assistance – Dated October 19, 2023
26. Article 45, Safety - Dated October 2, 2023
27. Article 47, Agreement - Dated October 19, 2023
28. Appendix I
29. Letter of Agreement RE: Dental
30. Letter of Agreement RE: Honoring Diversity and Inclusion
31. Letter of Agreement RE: Paid Time Off Donation Bank
32. Letter of Agreement RE: Health Related Emergencies
33. Letter of Agreement RE: Merit Pay Guidelines

- 34. Letter of Agreement RE: Paid Parental Leave
- 35. Letter of Agreement RE: Pool and Shadow Postings

Housekeeping Issues

- a. Dates to be changed to reflect the term of the Successor Agreement
- b. Table of Contents and Index to be updated to reflect any changes in the Successor Agreement
- c. Implementation of proposals requiring systems programming will be completed as soon as feasible but not later than:
 - 1. Family sick leave – April 1, 2024
 - 2. General increase – October 1, 2024
 - 3. Mins/APL increase – January 1, 2024
 - 4. Ed Assist – January 1, 2024
 - 5. Longevity – December 1, 2024
 - 6. Recognition – January 1, 2024

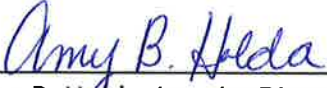
Individual Tentative Agreements

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

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

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

FOR THE EMPLOYER



Amy B. Holda, Interim Director
Office of Employee Relations

Date: 10/30/23

FOR THE UNION



Martin E. McDonough, President
Administrative Professionals Association

Date: 10/30/23



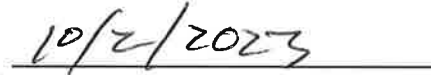
Unaa Holiness, Uniserv Director
Michigan Education Association

Date: 10-23-2023

TENTATIVE AGREEMENT WAS REACHED ON 10/02/2023



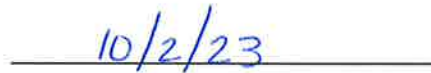
Union Representative



Date



University Representative



Date

Article: Purpose and Intent

PURPOSE AND INTENT

This Agreement entered into by the parties has as its purpose the promotion of harmonious relations between the Employer and the Administrative-Professional Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

The parties recognize that the interest of the Employer and job security of the Employees depend upon the Employer's success in establishing a proper service to the State.


To these ends, the Employer and the Administrative-Professional Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees. The parties are mutually committed to promoting respect, civility, teamwork and empowerment in the ~~work place~~ **workplace**.

The Employer and the Association recognize the moral principles involved in the area of civil rights and affirmative action and reaffirm in this Agreement their commitment not to discriminate because of participation in or affiliation with any labor organizations, age, color, gender, gender identity, disability, height, marital status, familial status, national origin, creed, political persuasion, race, religion, sexual orientation, veteran status, or weight, except to the extent that such matters are, under law, allowable, bona fide job qualifications.

TENTATIVE AGREEMENT WAS REACHED ON 10/30/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: Recognition

ARTICLE 1

RECOGNITION

-1 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 Michigan State University Administrative-Professional Association as the exclusive collective bargaining representative for those Employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

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

As a result of discussions between the parties and prior Letters of Agreement:

1. Employees within the above unit description employed at the Detroit Center shall be recognized as members of the bargaining unit.
2. Employees within the above unit description employed at the Troy Management Center shall be recognized as members of the bargaining unit.
3. Employees within the above unit description employed at the Detroit Medical Center or the College of Osteopathic Medicine at Macomb Community College shall be recognized as members of the bargaining unit.

4. Employees within the above unit description employed at the College of Human Medicine (CHM) in Grand Rapids, Michigan shall be recognized as members of the bargaining unit.

5. Where three (3) or more Employees within the above unit description are working in classifications represented by the APA who are employed by a department headquartered on the main campus of MSU but who are assigned to work in an otherwise recognized MSU facility shall be recognized as members of the bargaining unit. **Positions recognized under this section will not be removed from the bargaining unit should the number later decrease to less than three (3) Employees.**

6. The parties agree that Employees working at non-campus based statewide locations, specifically the College of Agriculture and Natural Resources, AgBioResearch, MSU Extension, Outreach and Engagement, Mentoring and Research, Kellogg Biological Station/Hidden Lake Gardens, Bioeconomy Institute at the Holland Pfizer Facility, and Van Andel Institute are not included within the APA bargaining unit and that the APA will not seek recognition for said Employees.

THIS SECTION IS EFFECTIVE JANUARY 1, 2024:

REMOTE WORK

Positions subject to Remote Work Agreements will remain within the bargaining unit where said positions had been placed or would have been placed within the bargaining unit (per the abovementioned language of this Article) had the Employee and the unit not entered into a Remote Work Agreement. This paragraph is subject to the following:

- 1. The inclusion of said positions in the bargaining unit complies with all applicable laws of the State of Michigan, the United States, and other relevant U.S. states, nations, and entities.**
- 2. The inclusion of said positions in the bargaining unit does not create any obligations on the University beyond those required by the collective bargaining agreement between the University and the Union and the laws of the United States and the State of Michigan.**
- 3. The parties agree to meet to discuss any case where items 1. and/or 2. are an issue.**

Positions subject to Remote Work Agreements will remain outside the bargaining unit where said positions would have been outside the bargaining unit under the applicable article of the parties' collective bargaining agreement (per the abovementioned language of this article) had the employee not entered into a Remote Work Agreement.

TENTATIVE AGREEMENT WAS REACHED ON 10/02/2023


Union Representative

10/30/23
Date


University Representative

10/2/23
Date

Article: 2; Management's Rights (contingent upon agreement of furlough in Article 16)

ARTICLE 2

MANAGEMENT'S RIGHTS

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

RIGHTS OF THE EMPLOYER

- I. Except as specifically abridged, delegated, granted, or modified by terms of this contract, the Employer shall retain all rights to exercise customary and regular functions, duties, and responsibilities of management, including, but not limited to:
 - A. the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, ~~lay-off~~ **layoff**, **and furlough** Employees, and for just cause to discipline, **demote**, and discharge Employees and otherwise maintain an orderly, effective and efficient operation;
 - B. control of its properties and the maintenance of order and efficiency of the workforce;
 - C. to determine the type, kind, and schedule of services to be rendered and the work to be performed by Employees covered by this Agreement;

- D. to make all financial decisions, including decisions concerning all accounting, bookkeeping, and other record keeping methods and procedures;
 - E. to determine the number, location, or relocation of facilities, buildings, and rooms;
 - F. to determine its organizational and business structure;
 - G. to purchase services from others;
 - H. to determine the necessity for work by Employees; and
 - I. to determine the amount and type of supervision.
- II. It is further expressly agreed except as abridged by the terms of this Agreement that the Employer retains sole and exclusive control over all matters pertaining to the selection, direction, instruction, and control of Employees, including, by way of illustration but not by way of limitation, the right:
- A. to hire, select, make assignments for, and promote Employees;
 - B. to determine the number and qualifications of Employees;
 - C. to determine the allocation and assignment of work to Employees;
 - D. to determine job content; and
 - E. to perform all other functions inherent in the administration, management, and control of the University;
- III. Further, the Employer retains supervision of all operations, methods, processes, means and personnel by which work will be performed and the right to determine and change the work to be done and the standards to be met by employees. The Employer may require employees to have a fitness-for-duty examination as directed by the University Physician. The Employer, for cause, may direct an employee to go on leave but not for disciplinary action. It is further understood that management shall not use its right to unfairly and illegally discriminate against an employee, group of employees, or the Union.

-4 The Employer shall have the right to adopt reasonable rules and regulations not inconsistent herewith. If after transmittal to the Association Chairperson of rules and regulations, and the Association has not processed a grievance alleging unreasonableness within 14 calendar days after receipt, the rules and regulations shall no longer be grievable. Thereafter, grievances related to rules and regulations shall be limited to their enforcement and penalties resulting therefrom.

By mutual agreement, parties may utilize the Special Conference mechanism relative to promulgation of rules and regulations. The fourteen (14) day requirement may be waived, by mutual agreement, until after the Special Conference is held.

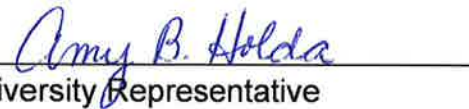
-5 The Association recognizes that the Employer has the right to make all determinations with respect to bargaining unit work.

In the event the Employer determines that a modification of its operation(s), which results in the movement of work from the bargaining unit, makes it necessary to reduce its personnel complement, the Association Chairperson will be notified of its determination. At the Association's request, the parties will meet to discuss the reasons for the determination, and the Association may offer suggestions and make recommendations. Thereafter the Employer shall have the right to implement its decision.

TENTATIVE AGREEMENT WAS REACHED ON 10/30/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: 5 Association Membership

ARTICLE 5

ASSOCIATION MEMBERSHIP

I. Dues/Service Fee

-11 Each Employee of the Bargaining Unit may voluntarily elect membership. Those who voluntarily elect membership shall tender to the APA periodic and uniformly required Association dues as set forth in the Bylaws of the Michigan State University Administrative-Professional Association.

II. Checkoff

-12 The **Association Employer**, at the time of hire, rehire, reinstatement or transfer of an Employee into the Bargaining Unit, ~~may shall~~ apprise the prospective member of these provisions and ~~shall~~ present to her/him an Application for Membership and an Authorization for Checkoff of Dues; ~~such forms to be provided by the Association~~ **(either electronically or by paper card)**.

-13 If the Employee desires to join the APA, the Employee shall complete both the Application for Membership and the Authorization card for Checkoff of Dues and return them to the Association office. **The Association will email cards to the Payroll Office for processing.**

-14 If the Employee desires to tender dues or fees directly to the Association, the Employee will so indicate on the Authorization for Checkoff of Dues form, which shall be transmitted to the Association on or before the 30th day of employment with dues or fees equivalent to 12 months' dues or fees. Adjustment of dues or fees shall be made at the end of 12 months from these receipts. Excess amounts then will be returned to the Employee within 10 days of demand and insufficient amounts will require payment within 10 days of notice. Each year will again require deposit of such a sum by the procedure indicated above.

-15 During the life of this Agreement, the Employer agrees to deduct membership dues or service fees levied in accordance with the Bylaws of the Association from the pay of each Employee who executes or has executed the authorization for Checkoff of Dues.

-16 The initial deduction for any Employee shall not begin unless the authorization for Checkoff of Dues and the certification of the APA's financial officer the amount of the periodic Association dues or service fees have been delivered **via email** to the Employer's Payroll Department at least 15 calendar days before the affected payday.

-17 All monies deducted by the Employer shall be remitted to the APA's Financial Officer once each month by the 20th calendar day of the month following the month in which deductions were made, together with a list of current Employees showing the amount of Association dues or service fees deducted from each Employee's pay.

-18 In cases where a deduction is made that duplicates a payment already made to APA by an Employee, where a deduction has been made after the Association has been notified by the University that the employee is no longer within the bargaining unit, or where a deduction is not in conformity with the Bylaws of the Association, refunds to the Employee shall be made by APA.

-19 The Employer shall not be liable to APA by reason of Paragraph 15 of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the Employee.

-20 The Employer shall not, during the life of this Agreement, deduct dues or service fees from Employees in this Bargaining Unit for any organization other than the Association without APA's written permission.

-21 The APA shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

III. Service Fees

-22 An Employee in the bargaining unit may voluntarily elect to pay to the Association a Service Fee. The non-member may authorize payroll deduction for such fees in the same manner as provided for Association Dues.

Disputes Concerning Compliance

-23 The Association shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

IV. Revocation Cards

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

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

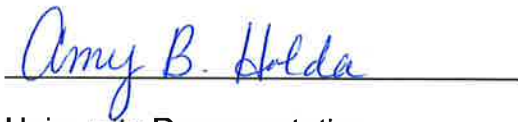
TENTATIVE AGREEMENT WAS REACHED ON 10/02/2023



Union Representative

10/2/2023

Date



University Representative

10/2/23

Date

Article: 6 Association Rights

ARTICLE 6

ASSOCIATION RIGHTS

I. Association Rights

-25 All Employees and members of the bargaining unit and the lawful representative of the Association shall have the right to engage in any lawful concerted action or activities for the purpose of collective bargaining or for the mutual aid and protection of the Association and its members.

-26 The Association shall be permitted to schedule meetings on University property so long as such meetings are not disruptive of the duties of the Employees of the University or the efficient operation of the University.

-27 The Association Chairperson shall have the right to enforce the provisions of this Agreement.

-28 There shall be no discrimination against any Employee because of their duties as an Association official, representative or committee member.

I. Information Requests

-29 The Employer shall make available to the Union upon reasonable request in writing, and within reasonable time, available public statistical, financial, and personnel information and reports related to the operation of the University when such information is necessary in the representation of Employees or implementation of this Agreement, provided that nothing included herein is intended to require the Employer to present information in forms other than those determined by the Employer or required by law. When the Employer deems necessary, a reasonable charge may be assessed to the Union for such materials.

II. Release Time

-30 For the purpose of release time, the number of APA Executive Board members may not exceed fifteen (15). The total aggregate number of working hours of release time for these Employees shall not exceed forty-five (45) hours per month excluding time afforded Grievance Officers and the Association Chairperson. Additional release time for Union Officers may be approved by the Office of Employee Relations. The Office of Employee Relations must receive notice of individuals and release time to be used at least five (5) working days in advance when possible.

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

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

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

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

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

~~If the Association Chairperson, Vice Chairperson and/or Designee(s) who relinquishes his/her office meets the minimum requirements for a vacant position and is denied the ninety (90) day evaluation~~

~~period he/she shall receive written reasons why he/she was not selected for the evaluation period with a copy to the Chairperson of the Association.~~

-32 An Association representative shall be allowed time off their job without loss of pay up to eight (8) hours per week to investigate grievance(s) he/she is to discuss or has discussed with the Employer, after receiving permission from his/her supervisor to do so. Association Area Representatives will be allowed time off their jobs without loss of pay for Association training with the express approval of Employee Relations. The Association shall notify the Employer of the names of its Association representatives.

-33 The Employer agrees that accredited representatives of the Association shall have reasonable access to the premises of the Employer during regular business hours to conduct Association business. Such representatives shall give advance notice of their presence to the supervisor concerned and such visits shall not be disruptive of the Employer's operation.

III. Bargaining Team

-34 The bargaining team of the Association will include not more than seven (7) bargaining unit members and two (2) alternate members employed by the University. It may also include not more than two (2) non-employed representatives of the Association. The Association will give to the Employer, in writing, the names of its Employee representatives on the bargaining team at least sixty (60) days before the expiration date of this Agreement.

-35 Employee members of the bargaining team will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours that the team member otherwise would have worked.

TENTATIVE AGREEMENT WAS REACHED ON 10/05/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: 7 Employment Status

ARTICLE 7

EMPLOYMENT STATUS

-36 Employees have an employment status designated as regular, flexible, temporary, on-call or off-date appointments. The number of hours regularly scheduled to be worked each week may range from full-time to part-time.

A. Status of Employment

-37 Regular: Employee works a continuing schedule of predetermined hours each week.

-38 Flexible:

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

Type 2: 75-89% scheduled time active employment over the entire calendar year with part-time equivalent salary.

-39 Temporary: Hired to work less than nine (9) months.

-40 Off-Date:

1. At the time of appointment to this position, an estimated ending or off-date is given **in writing**. This ending date is the latest date the Employee is intended to work. It may be extended by written mutual agreement. The Employee shall be provided a ~~sixty forty-five (60) (45)~~ **(60)** day separate notice of non-renewal of an Off-

date appointment and a copy shall be sent to the Association. ~~Effective March 1, 2020, the minimum notice in the above sentence shall change to sixty (60) days.~~

2. Off-date Employees hired for nine (9) months or more are designated "regular."
3. Off-date Employees are eligible for University layoff procedures after five (5) consecutive years of employment in the same off-date position. For the purpose of this clause, "same" means continuously employed in the same department in any position where the employee was not required to apply for a posting, interview, and accept a new hire offer.
4. An Off-Date Employee with at least two (2) years of University service whose appointment is not continued shall be permitted to apply as if an on-campus candidate for vacant positions under the provisions of Article 14, Filling Vacant Positions, for a period of two (2) years following the end of the Off-Date appointment.
5. For twelve (12) months following termination, an Off-date Employee with at least two (2) years of University service shall be considered by interview or review of credentials for any position for which they apply and meet minimum qualifications.

B. Hours of Employment

- 41 Full-time: Scheduled to work regularly 36-40 hours per week.
- 42 Three-quarter time: Scheduled to regularly work at least 26 hours but less than 36 hours per week.
- 43 One-half time: Scheduled to regularly work at least 20 hours but less than 26 hours per week.
- 44 Full-time Employees who are involuntarily reduced to eighty-nine percent (89%) time or less shall have bypass interview rights to vacant positions when the employee possesses the minimum requirements for the position and has the ability to successfully fill the vacant position.

C. Proportional Benefits

- 45 Provisions of this Agreement, unless specifically modified, shall be apportioned to persons assigned less than full time in the following manner:

At least 26 hours but less than 36 hours	75%
At least 20 hours but less than 26 hours	50%

D. Full-time Equivalent (FTE) Service Months

- 46 1. Full-time equivalent (FTE) service month 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 that require a service waiting period.
2. FTE service months will be credited each month as follows:
- a) 1.00 credit per month for full-time (90-100 percent) Employees
 - b) .75 credit per month for ¾-time (65-89.9 percent) Employees
 - c) .50 credit per month for ½-time (50-64.9 percent) Employees
3. 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.
4. Employees on paid and unpaid leaves of absence or layoff will continue to accrue FTE service months for up to two (2) years of the leave based on their percent of employment immediately before the leave/layoff.
5. An official retiree requires a minimum of **fifteen (15)** or more years of service and at least age sixty-two (62) or twenty-five (25) years of service at any age. Employees meeting the minimum official retirement requirements and whose most recent hire date is prior to July 1, 2010, including those eligible under Article 9, **Paragraph Clause 55**, will receive a University contribution toward health, prescription, and dental coverage. The level of University contribution will be determined by the Employee's full-time equivalent (FTE) service months at retirement.
- a) If an Employee, whose most recent hire date is prior to July 1, 2010, including those eligible under Article 9, **Paragraph Clause 55** retires with fifteen (15) or more years of service and is at least age sixty-two (62), the following FTE Service Months ranges will determine their health, prescription drug coverage and dental contribution level during retirement.

FTE SERVICE MONTHS

	<u>1/2 Contribution</u>	<u>3/4 Contribution</u>	<u>Full Contribution</u>
	(50% - 64.9%)	(65% - 89.9%)	(90% - 100%)
Service Months	90.00 - 116.99	117.00 - 161.99	162.00 - 999.99

- b) If an Employee, whose most recent hire date is prior to July 1, 2010, including those eligible under Article 9, **Paragraph Clause 55** retires with twenty-five (25) or more years of service at any age, the following FTE Service Months ranges will determine their health, prescription drug coverage and dental contribution level during retirement.

FTE SERVICE MONTHS

	<u>1/2 Contribution</u>	<u>3/4 Contribution</u>	<u>Full Contribution</u>
	(50% - 64.9%)	(65% - 89.9%)	(90% - 100%)
Service Months	150.00 - 194.99	195.00 - 269.99	270.00 - 999.99

6. University contribution criteria toward retiree health and dental:

University retiree contribution levels are based on the number of full time equivalent (FTE) service months at retirement.

Employees whose most recent hire date is prior to 7/1/02 including those eligible under Article 9, Paragraph Clause 55	University contribution toward the premium will apply to the MSU Base health, prescription, and dental coverage for the retiree, spouse, and eligible dependents.
Employees whose most recent hire date is on or after 7/1/02 and prior to 7/1/10 including those eligible under Article 9, Paragraph Clause 55	University contribution toward the premium will apply to the MSU Base health, prescription, and dental coverage for the retiree only. The retiree may elect to continue coverage for spouse and eligible dependents by paying the applicable premium.
Employees whose most recent hire date is on or after 7/1/10	The retiree may elect to continue coverage for the retiree, spouse, and eligible dependents by paying the applicable premium.

7. Other Eligible Individual (OEI):

Continuation of health, prescription, and dental coverage in retirement, with MSU contribution, for an Other Eligible Individual and eligible dependents may occur if the Other Eligible Individual was officially registered on or before January 1, 2009 and the MSU Employee was retired or had met the minimum retirement eligibility criteria on or before January 1, 2009.


If either of the above conditions were not met as of January 1, 2009, the Other Eligible Individual is not eligible to receive the MSU contribution; however, the Other Eligible Individual is eligible to enroll and purchase a health/dental plan consistent with the plan the retiree is enrolled in.

8. Retirees are required to enroll in both parts A and B of Medicare, and pay the required premium when eligible. University coverage will become supplemental to Medicare.

TENTATIVE AGREEMENT WAS REACHED ON 10/02/2023


Union Representative

10/2/2023
Date


University Representative

10/2/23
Date

Article: 8; Probationary/Trial Period

ARTICLE 8

PROBATIONARY/TRIAL PERIOD

I. Probationary Period

-47 Employees shall serve a twelve (12) month probationary period beginning at the time of hire as a new Employee with the University, **upon rehire into the bargaining unit from other non-university employment**, or upon initial entry into the Bargaining Unit from other University employment. The Unit Employer-Supervisor shall have the right to certify successful conclusion of the probationary period before the end of the twelve (12) months. The APA chairperson shall be notified upon early certification, except as provided in ~~P~~paragraph 108.

An Employee whose position is reclassified will not be required to serve either a probationary period or a trial period and no notification to the union shall be required in such a case. **Reclassification or transfer to another bargaining unit position during the twelve (12) month probationary period will not terminate the probationary period. The Employee will complete the remainder of the probationary period in the new position. If the probationary period is completed within six months in the new position, the trial period will now apply for the remainder of the six months.**

-48 An interim written evaluation shall be prepared by the probationary Employee's supervisor, summarizing overall job performance, which shall be reviewed with the Employee. For purposes of this paragraph, interim shall be defined as approximately one-half (1/2) of the probationary period. If a probationary Employee's performance is unsatisfactory, such fact shall be communicated to the Employee as soon as is practicable in order to give the Employee the opportunity, if possible, to improve her/his performance.

-49 The Association shall represent probationary Employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of

employment; however, no matter concerning the discipline, layoff or termination of a probationary Employee shall be subject to the grievance or arbitration procedures. Notice of termination of a probationary Employee shall be sent to the Association at the time of the termination.

II. Trial Period

-50 An Employee who changes position within the Bargaining Unit or who re-enters the bargaining unit from other University Employment shall serve up to a six (6) month trial period. The trial period may be extended by the Employer for up to an additional six (6) months upon providing the Employee written notice, which shall specify the reason for the extension, no less than five (5) calendar days before the completion of the original six (6) month trial period. The determination to extend the trial period shall not be grievable. The APA chairperson shall be notified upon early certification or extension.


-51 In the event the trial period is unsatisfactory or the Employee does not wish to continue in the position, they shall be placed in their former position if it is available. An Employee's former position shall be considered available if no candidate has been selected and the department still intends to fill the former position.

In the event the Employee's former position is not available, ~~every effort will be made to return the Employee to a former grade level and comparable classification, or, if no position is available, the Employee will be placed on layoff with full recall rights.~~

III. Termination of Probationary/Trial Period

-52 Following the giving of notice that a probationary or trial period is to be terminated early, any additional time worked or paid before actual severance may not be counted toward completion of the probationary or trial period.

TENTATIVE AGREEMENT WAS REACHED ON 10/02/2023


Union Representative

10/2/2023
Date


University Representative

10/2/23
Date

Article: 9 Seniority

ARTICLE 9

SENIORITY

-53 Seniority is defined as the length of continuous employment, except as provided in Paragraph 54 below, starting with the original date of hire with the University. Except as otherwise provided in this Agreement, periods of authorized leaves of absence do not cause loss of seniority.

-54 Seniority rights are relinquished by the Employee for the following reasons:

- a. Voluntary resignation
- b. Retirement
- c. Termination
- d. Failure to accept recall from layoff, provided the position offered was at a comparable compensation grade level to provide the Employee 80% or more of their salary earned at the time of layoff.
- e. Failure to return from leave of absence.
- f. Failure to be recalled from layoff based on the following:

University Seniority

Recall Rights

0 to 2 years

Length of University Seniority

More than 2 years

2 years

-55 Employees returning to employment with the University within twelve (12) months of termination from University employment shall receive credit for all past seniority upon successful completion of a six (6) month trial period. Such prior service credit shall be applied toward retirement.

Employees returning to University employment on or after July 1, 2010 but prior to October 1, 2015, will receive credit for past service after working five (5) additional years. These Employees shall be eligible for prior service credit or the additional retirement contribution, through a one-time irrevocable choice.

-56 Employees will receive service month credit for part-time service to qualify for retirement benefits.

TENTATIVE AGREEMENT WAS REACHED ON 10/30/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: 10 Settlement of Disputes

ARTICLE 10

SETTLEMENT OF DISPUTES

I. General Conditions

-57 At any hearing, conference or meeting that may result in disciplinary action to an Employee in the bargaining unit, the Employee may and is encouraged to request the presence of an Association representative. The employing department must, if requested by the Employee, allow sufficient time for the Employee to arrange to have Association representation.

-58 The parties agree that any individual Employee at any time may present grievances to the Employer and have the grievances adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Collective Bargaining Agreement now in effect, providing that the Association has been given the opportunity to be present at such adjustment.

-59 Grievances may be handled by no more than three (3) Association representatives in the processing or hearing of any grievance excluding the aggrieved Employee(s). Representatives of the Association engaged in processing or hearing any grievance during regular scheduled working hours shall be paid for such time lost at the regular rate of pay, but in no event will more than three (3) representatives of the Association be paid for participation in any one session.

-60 The Association Grievance Officer may represent the Employee at all steps of the grievance procedure. For the purposes of this Agreement, the term "Grievance Officer" or representative shall include not more than four (4) Assistant Grievance Officers to be designated by the Association and identified to the Employer. If the Association determines the need exists for additional Assistant Grievance Officers, the parties shall meet through a special conference to work to resolve the concerns raised by the Association.

-61 The Association Grievance Officer shall be allowed time off without loss of pay, to investigate grievance(s) to be discussed or that have been discussed with the Employer upon having received permission from their supervisor to do so. The Association shall notify the Employer as to the names of its Grievance Officers.

-62 An alternate Grievance Officer shall be designated by the Association to act when the Grievance Officer is unavailable.

-63 The Grievance Officer shall continue on their assigned duty during the term of office.

Time Limits

-64 When reference to calendar days is made in this Article, holidays shall not be considered in these time periods. Time limits set forth in this grievance procedure shall be strictly adhered to unless such time shall be extended by mutual agreement of the parties.

-65 Steps of the grievance procedure may be waived in writing by mutual agreement of both parties. The grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.

-66 If the Employer fails to schedule a meeting or answer the grievance within the designated time limits, the grievance may be appealed to the next step of this grievance procedure within twenty-one (21) calendar days of the date of the expiration of the applicable time limit.

-67 If a grievance is not appealed within ten (10) calendar days after receipt of the previous step answer, the grievance shall be considered withdrawn on the basis of the Employer's last answer and not be subject to further review.

Computation of Back Wages

-68 No claim for back wages shall exceed the amount the Employee would otherwise have earned including offsets for unemployment compensation, Workers' Compensation and any replacement wages earned.

II. Reprimand, Suspension, Demotion, or Discharge

-69 Normally, disciplinary action begins with a verbal warning for the first offense and culminates with discharge only after repeated attempts to correct (the) Employee's behavior have failed. Serious infractions may warrant immediate imposition of a written reprimand, suspension, **demotion**, or discharge, as appropriate.

-70 Any suspension or discharge of an Employee shall be in writing. In the event an Employee is disciplined by written reprimand or written suspension or discharged by written notification, copies shall be given to the Employee and mailed to the Association at the time it is given to the Employee and a copy placed in the Employee's official personnel folder. Such notice shall be specific and outline the reasons for the disciplinary action.

-71 The affected Employee will be allowed to discuss their disciplinary action with an Association representative, and the Employer will make available an area where they may do so if they are required to leave the premises.

-72 In imposing any discipline on a current charge, the Employer will not take into account any prior infractions where the resulting discipline was issued more than eighteen (18) months previously if no further disciplinary action has been taken during that time. The time frame in the previous sentence shall be ~~six (6) four (4)~~ years in cases of discipline arising from violations of the University Policy on Relationship Violence and Sexual Misconduct **and Title IX Policy** and/or the Anti-Discrimination Policy ~~which was issued on or after the date for full ratification of the 2019 to 2023 Collective Bargaining Agreement. If the SSTU, APSA, POAM or CTU obtain more favorable language then the Employer and the Association will bargain over that more favorable language.~~

-73 Should the reprimand, suspension, **demotion**, or discharge be considered without just cause, it shall be appealed as a grievance within twenty-one (21) calendar days after written notification of the discipline is received by the affected Employee. A grievance over a written letter of reprimand shall be submitted at Step 2 of the grievance procedure whereas a grievance over a suspension, **demotion**, or discharge shall be submitted at Step 3. Failure to submit a written grievance within the time limits shall constitute a waiver of all claims concerning such disciplinary action or discharge.

III. Grievance Definition and Procedure

-74 The following grievance procedure is established for use by Administrative Professional Employees and the Association who feel they have a grievance or complaint alleging a violation, misinterpretation, or a misapplication of this Agreement.

-75 A grievance shall be defined as a written dispute concerning the interpretation, application or alleged violation of any of the terms of this Agreement.

-76 Any Employee having a dispute over the interpretation or application of the terms of this Agreement shall present it to the Employer in a manner following.

-77 A group grievance shall be only one in which the fact(s) in question and the provisions of the Agreement alleged to be violated are the same as they relate to all Employees in the identified group. In the event that Employees have a group grievance, the Grievance Officer shall submit the grievance on behalf of all affected Employees. When the affected group is contained within one department, college or division, the grievance shall be initiated at Step 2 of the grievance procedure. Any other group grievance shall begin at Step 3.

-78 At each step of the grievance procedure, the Employee may request the presence of the Association Grievance Officer.

Oral Step

-79 If an Employee believes they have a problem in connection with their employment, they **are encouraged to** ~~shall~~ discuss it with their immediate supervisor within fourteen (14) calendar days after its alleged occurrence or the date the Employee reasonably should have knowledge of its occurrence.

TENTATIVE AGREEMENT WAS REACHED ON 10/30/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: 11 Official Personnel Document Review

ARTICLE 11

OFFICIAL PERSONNEL DOCUMENT REVIEW

-91 Employees have a right upon request to see the hard copy and digital content of their records that a "hiring manager" would be allowed to see if they requested to review the Employee's personnel file. To request such a review, the Employee should contact MSU Human Resources with a written or emailed request for a "hiring manager review" of contents from their Personnel Record. This section is intended to allow Employees to ascertain what information from their Personnel Records is accessible to hiring managers during pre-offer file reviews.

-92 The Employee shall make an appointment with MSU Human Resources to conduct a Hiring Manager Review as defined above. Managerial personnel shall be present during said review and the Employee may be accompanied by a representative of the Association if the Employee so desires. The Employee may designate in writing her/his desire to have a representative of the Association conduct the hiring manager review in her/his absence in a disciplinary matter, and the designated representative shall be allowed to conduct said review.

-93 No derogatory statement about an Employee of which the Employee would not normally have a copy or be aware, shall be filed in the records that a hiring manager would be allowed to review unless the Employee is provided a dated copy. The Employee has the right to submit a statement(s) concerning negative evaluative reports for inclusion in the Official Personnel Record. Brief statements may be submitted for inclusion in the Employee's Official Personnel Record.

-94 Upon an Employee's written request to MSU Human Resources any records of disciplinary action that occurred more than eighteen (18) months prior to the request shall be removed from the Official Personnel Folder(s) if the Employee's performance has been satisfactory within the past eighteen (18) months. The time frame in the previous sentence shall be ~~six (6) four (4)~~ years in cases of discipline arising from violations of the University Policy on Relationship Violence and Sexual Misconduct **and Title IX Policy** and/or the Anti-Discrimination Policy ~~which were issued on or after the date for full ratification of the 2019 to 2023 Collective Bargaining Agreement. If the SSTU, APSA, POAM or CTU obtain more favorable language then the Employer and the Association will bargain over that more favorable language.~~ This section may not be used to remove performance evaluations from the Official Personnel Record.

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

TENTATIVE AGREEMENT WAS REACHED ON 10/30/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: 12 Performance Evaluations

ARTICLE 12

PERFORMANCE EVALUATIONS

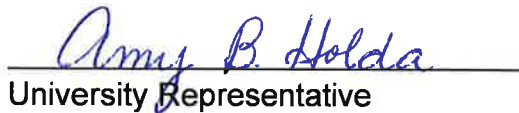
Agreement reached to replace "Less than Satisfactory" with "Does not Meet"

-96 To effectively review, monitor and recognize an Employee's performance, it is the policy of the University to provide Performance Evaluations annually or more often if deemed appropriate by the supervisor. Performance Evaluations shall become part of the Employee's Official Personnel Record. The Employee may place written comments regarding the performance evaluation in the Official Personnel Record. Whenever an Employee receives an overall ~~"Less Than Satisfactory"~~ **"Does not Meet"** evaluation and is placed on a written performance improvement plan, the Employee shall be reevaluated within ninety (90) days. Before the reevaluation, the Employee may request and shall receive a conference with the evaluator in which such Employee may have APA representation.

TENTATIVE AGREEMENT WAS REACHED ON 10/19/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: 13 Promotion/Demotion

ARTICLE 13

PROMOTION/DEMOTION

I. Promotion

-97 A "promotion" is defined as the movement of an Employee to a higher grade level. An Employee promoted one grade level shall receive a minimum salary increase of five (5) percent or be placed at the minimum rate for the new level, whichever is greater. An Employee promoted two or more grade levels shall receive a minimum salary increase of ten (10) percent or placed at the minimum rate for the new grade level, whichever is greater. The Employer is not prohibited from giving APA Employees salary increases that exceed these minimums.

~~-98 The University shall pay a minimum lump sum "special payment" of \$500 in any monthly pay period where the Employee has performed in an acting or interim assignment for fifteen (15) or more working days. In order to qualify for this payment, the Employee must be assigned to the acting or interim position in writing by a supervisor or managerial University official. The acting or interim assignment must be to cover a vacancy or leave. The special payment will not be subject to salary-based benefits, such as the MSU or Employee contributions under the MSU 403(b) base retirement plan, life insurance, etc.~~

II. Demotion

-99 A "demotion" is defined as the movement of an Employee to a lower grade level other than by reclassification or voluntary transfer. The pay rate of an Employee who is demoted will be reduced by five (5) percent if the grade level is lowered one grade level and ten (10) percent or more if the grade is lowered two or more grade levels. The Employer may make exceptions to this provision when deemed appropriate.

III. Interim Assignments

The University shall pay a minimum additional payment of \$500 in any monthly pay period where the employee has performed in an interim assignment for fifteen (15) or more working days. The payment may be a temporary addition to base salary or a lump-sum special payment at the unit's discretion. A lump-sum special payment will not be subject to salary-based benefits, such as the Employer or Employee contributions under the MSU 403(b) base retirement plan, life insurance, etc.

In order to qualify for the additional pay, the Employee must be assigned to the interim position by a supervisor or managerial University official. The interim assignment must be to cover a vacancy or leave. The assignment will be in writing and must include the following components:

1. **Effective dates.** Assignment may be extended on mutual agreement, ended at the Employer's discretion or ended by the Employee with fourteen (14) working days' notice.
2. **Summary of duties.**
3. **Compensation** (either the minimum payment or higher salary amount).
4. **Employee continues to accrue seniority and benefits under the collective bargaining agreement and continues to be covered under the agreement.**
5. **The Association continues to represent the employee during the interim assignment.**
6. **Assignment is at-will and voluntary.**
7. **Employee will return to their prior position at the end of the interim assignment.**

An assignment in an interim role does not constitute a reclassification and does not waive any probationary or trial period. An assignment to an interim role outside of the bargaining unit does not give rise to a claim that such work should be included in this bargaining unit. An interim assignment does not otherwise limit the University's or the Association's rights under this agreement.

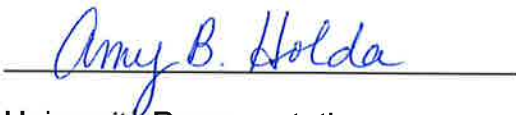
TENTATIVE AGREEMENT WAS REACHED ON 10/02/2023



Union Representative

10/2/2023

Date



University Representative

10/2/23

Date

Article: 14 Filling Vacant Positions

ARTICLE 14

FILLING VACANT POSITIONS

-100 The recruitment of applicants and the filling of vacant positions is the responsibility of the Employer. All candidates who possess the posted qualifications shall be considered to advance the concept of promotion from within the ranks of the University. MSU Human Resources will provide the employing department with a list of candidates. In any instance when bargaining unit candidates possess the posted qualifications, at least five (5) of said candidates, if available, shall be interviewed along with up to two (2) bypass candidate(s) under Paragraph 116. **Vacancies shall be posted except where mutually agreed upon in writing with the Association and University.**

-101 The responsibility for determining which candidates shall be interviewed will reside with the employing department, except for any bypass candidate(s) referred for bypass interview. This determination will be based upon information obtained from the candidates' credentials. The department should take longevity of service into account when determining who will be interviewed, but ability to do the work shall be the prime factor for setting the interview list.

-102 If any outside candidate is hired over an interviewed Employee or an interviewed Employee on layoff status, the Association shall be provided with a copy of the Position Vacancy Record, which will contain the reasons for selection and nonselection. This shall be done in a timely manner. If the

procedures outlined above have been followed, the determination will not be grievable; however, the Association may request a Special Conference to discuss the issue.

-103 Employees will be given reasonable time off from their jobs for the purpose of interviewing for another University position. Arrangements must be made in advance with their supervisor.

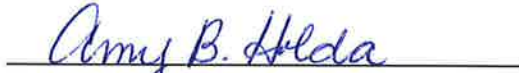
New Paragraph:

The University may utilize “pool postings” and “open rank” postings. A “pool posting” is a posting that will have multiple openings behind a single main posted advertisement for a vacancy. An “open rank” posting is a posting containing multiple classification levels behind a single main posted vacancy and candidates selected for hire are placed into the most appropriate classification and grade level based on their education, years of experience, and other relevant factor(s) considered when making the hire, as determined by the Employer.

TENTATIVE AGREEMENT WAS REACHED ON 10/30/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: 15 Classification/Reclassification of Positions

ARTICLE 15

CLASSIFICATION/RECLASSIFICATION OF POSITIONS

-104 The Employer establishes and maintains a system for the evaluation and classification of all bargaining unit positions. The authority to classify new positions, reclassify existing positions and eliminate positions is vested in the MSU Human Resources.

-105 When a classification is established or modified, the grade level for the classification shall be **determined** ~~fixed~~ by the Employer and the Association shall be notified before implementation. The compensation level shall be in conformity with rates established for positions of similar responsibility. If there is a disagreement over the compensation assigned the position, a special conference may be scheduled with the Office of Employee Relations. Classification grade level shall not be subject to grievance. If the disagreement is not resolved, the Association may file a demand for arbitration within fourteen (14) calendar days of the special conference. The Arbitrator shall be limited to determining the appropriateness of the compensation level assigned the position but shall be without power to assign a compensation level for the classification.

-106 The unit administrator will normally initiate requests for position reclassification. However, requests may be initiated by the Association. Such requests shall be directed to the Director of Employee Relations, whose decision on the request shall not be subject to review or grievance. If a request made under this paragraph is not approved, written reasons will be provided the Association.

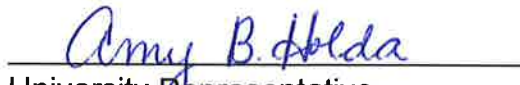
-107 The salary of an Employee whose position is reclassified to a higher grade level shall be no less than the minimum salary of the higher grade level.

-108 An Employee whose position is reclassified will not be required to serve either a probationary period or a trial period. **HOWEVER, WHEN THE EMPLOYEE IS STILL IN THEIR INITIAL PROBATIONARY PERIOD AT THE TIME OF RECLASSIFICATION, THEY WILL SERVE THE REMAINDER OF THE PROBATIONARY PERIOD.**

TENTATIVE AGREEMENT WAS REACHED ON 10/30/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: 16 Reduction in Force

ARTICLE 16

REDUCTION IN FORCE

-109 A. The University endeavors to provide continuing employment for Employees. However, reductions in work force may be necessary due to lack of funds, lack of work, and/or other cause. A reduction in force shall not be used for constructive discharge. Whenever practicable, the reductions should be made by restricting recruitment, transfers to vacant lateral or lower level positions where the Employee is capable of performing the work and/or normal attrition, but if deemed necessary by the University, layoffs will be utilized.

In the event of the need for reduction in hours in a unit from full-time to part-time (below 90% FTE), where there is not voluntary agreement of the Employee in the position being reduced, the unit shall honor the language in Paragraph 112 in determining the affected Employee(s). An Employee who does not accept the reduction in hours from full-time to part-time shall be laid off and eligible for recall.

B. While the Employee is on layoff, the Employer will make its normal contribution toward the cost of the health care coverage premium for the month of separation due to layoff. An employee may exhaust accrued vacation at the time of layoff but doing so will not extend the Employer's health care contributions.

General Provisions:

-110 For purposes of layoff only, layoffs shall be within units identified below (see paragraph 118).

-111 Employees to be laid off shall be given at least ~~60~~ 45 calendar days written notice, not to be offset by accrued vacation. ~~Effective with notifications provided on March 1, 2020 and after, the minimum notice in the above sentence shall change to sixty (60) days.~~ The written notice shall contain information directing Employees where to get assistance with questions concerning possible continuation of their health care and other benefits impacted by the layoff. A copy of the layoff notice will be sent to the Association Chairperson.

-112 Within a unit, **by classification**, probationary Employees will be separated before non-probationary Employees are laid off, where the non-probationary Employees are able to perform the **remaining** work within a 90-day ~~evaluation~~ period.

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

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

-113 Recall from Layoff. Recall is the reinstatement of a laid-off Employee to active status within the period as defined in the provision on seniority as provided in Paragraph 116 below. In the event of recall, the Employee will retain the original service date and will receive FTE service credit for up to two (2) years for the period of layoff as specified in Article 7, Paragraph 46, #4. Accrued sick leave will be reinstated when the Employee returns to work. Copies of notices of recall shall be sent to the Association Chairperson.

-114 Employees shall not be required to accept a bypass interview opportunity to a vacant position in a represented work location other than the current work location. Should a bypass interview opportunity at another represented work location be offered and rejected by the Employee, no further bypass interview opportunity shall be offered for that represented work location during the remaining recall period.

-115 To be eligible for recall from layoff, the Employee must satisfy the following requirements:

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

-116 In the event that during a period of layoff there is a vacant position, the two (2) Employee(s) with the greatest length of service who meet the minimum requirements and are capable of performing the duties of the position within a ninety (90) day ~~evaluation~~ period shall, with no obligation to hire the bypass candidates(s), be added to the list of candidates to be interviewed as provided in paragraph 100.

An Employee who meets the minimum requirements for a vacant position and who is not added to the list of candidates to be interviewed shall receive written reasons documenting the Employer's decision with a copy to the Chairperson of the Association. Upon request, the Employee shall have an opportunity to meet with a representative of MSU Human Resources to review and discuss the reasons. Employees will not be added to the interview lists under this provision in any case where the posting has closed and a list of candidates has been sent to the employing unit.

-117 An Employee on layoff status will lose all recall rights and be terminated upon the occurrence of any of the following:

1. Unreasonable refusal to be available for an interview.
2. Refusal to accept a position offered in the current work location as defined in **Paragraph** ~~clause~~-114 above if the salary offered is equivalent to eighty (80) percent or more of the Employee's salary before layoff.
3. Expiration of the recall eligibility period referred to in the provision on seniority.

-118 Units

It is understood by the Parties that the organizational business structure below is ever-changing and reflects a snapshot, accurate at the time of contract signatures. The Employer will update the union annually with the most recent snapshot. Related actions will be administered based on the unit structure at the time of the intended action.

...

-119 Layoff Transition Adjustment

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

1. The Employee must have six (6) or more years of seniority at the time of layoff.
2. The Employee must actually be laid off.
3. The Employee must be willing to take a position paying at least 80 percent of current salary offered in the current work location as defined in **Paragraph clause 114** above.
4. The Layoff Transition Adjustment is not payable until after the affected Employee is on layoff for a minimum of 120 calendar days.

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

<u>University Seniority</u>	<u>Transition Adjustment</u>
6 years	4 weeks salary
7 years	5 weeks salary
8 years	6 weeks salary
9 years	7 weeks salary
10 years	8 weeks salary
11 years	9 weeks salary
12 years	10 weeks salary
13 years	11 weeks salary
14 years	12 weeks salary
15 years	13 weeks salary
16 years	14 weeks salary
17 years or more	15 weeks salary

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

-120 Unused Sick Leave Credits

A laid off Employee whose recall rights have expired and who is not otherwise eligible for payout of accrued sick leave under Paragraphs 195, 196, 197 and 198 of this agreement may receive partial payment for unused sick leave credits according to the schedule below:

University Seniority

Sick Leave Payout

2 years through 10 years

Unused sick leave, not to exceed one-eighth (1/8) of up to 1200 hours

11 years through 15 years

Unused sick leave, not to exceed one-fourth (1/4) of up to ~~1200~~ 1,300 hours

16 years through 20 years

Unused sick leave, not to exceed three-eighths (3/8) of up to ~~1200~~ 1,300 hours

More than 20 years

Unused sick leave, not to exceed one-half (1/2) of up to ~~1200~~ 1,300 hours

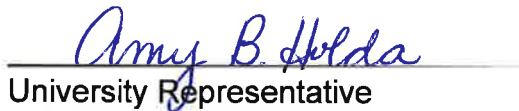
-121 For purposes of Paragraph 120, "University Seniority" is that which existed as of the effective date of the layoff.

-122 An Employee who receives payment for unused sick leave under this section may also receive a Layoff Transition Adjustment, provided that eligibility requirements for that program have been met.

TENTATIVE AGREEMENT WAS REACHED ON 10/30/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: 17 Compensation Programs

ARTICLE 17

COMPENSATION PROGRAMS

I. General Increase

General Salary base wage increases for October 1, ~~2019~~ **2023**, October 1, ~~2020~~ **2024**, October 1, ~~2021~~ **2025**, and October 1, **2026**, shall be determined per the Wage and Health Care Memorandum of Understanding January 1, ~~2018~~ **2022** – December 31, ~~2021~~**2025** between the University and the APA and the Coalition of Labor Organizations which is separately ratified and signed by the Association and the University.

- 123 Effective October 1, ~~2019~~ **2023**, ~~one two and three quarters percent (1.750%)~~ general salary increase monies calculated from the September 30, ~~2019~~ **2023** total salary base will be made available for all Employees who received a satisfactory rating ~~other than "Does Not Meet" expectations on the latest Employee evaluation. For purposes of this provision, an Employee shall not be considered unsatisfactory until the Employee's performance "Does Not Meet" expectations in two consecutive evaluations. General salary increase monies will be allocated in the following manner:~~

~~Two and three quarters (2.75%) percent will be made available for all eligible Employees, sixty percent (60%) of which will be allocated on the basis of merit consideration and forty percent (40%) of which will be allocated across the board.~~

- 124 Effective October 1, ~~2020~~ **2024**, two and three quarters percent (2.75%) general salary increase monies calculated from the September 30, ~~2020~~ **2024**, total salary base will be made available for all Employees who received a satisfactory rating on the latest Employee evaluation. For purposes of this provision, an Employee shall not be considered unsatisfactory until the Employee's performance "Does Not Meet" expectations in two consecutive evaluations. General salary increase monies will be allocated in the following manner:

~~Two and three quarters (2.75%) percent will be made available for all eligible Employees, sixty percent (60%) of which will be allocated on the basis of merit consideration and forty percent (40%) of which will be allocated across the board.~~

- 125 Effective October 1, ~~2021~~ **2025**, general salary increase monies will be calculated from the September 30, ~~2021~~ **2025**, total salary base. The general salary increase percentage will be made available for all eligible Employees.

~~The salary increase will be made to all Employees who received a satisfactory rating other than "Does Not Meet" expectations on the latest Employee evaluation. For purposes of this provision, an Employee shall not be considered unsatisfactory until the Employee's performance "Does Not Meet" expectations in two consecutive evaluations.~~

- ~~A. If the general salary increase is one percent (1%) or less, it will be allocated across the board and calculated on the September 30, 2021 Employee's base wage.~~
- ~~B. If the percent general salary increase is above one percent (1%), monies will be allocated as follows: sixty percent (60%) of which will be allocated on the basis of merit consideration and forty percent (40%) of which will be allocated across the board.~~

- 126 Effective October 1, ~~2022~~ **2026**, general salary increase monies will be calculated from the September 30, ~~2022~~ **2026**, total salary base. The general salary increase percentage will be made available for all eligible Employees.

~~The salary increase will be made to all Employees who received a satisfactory rating other than "Does Not Meet" expectations on the latest Employee evaluation. For purposes of this provision, an Employee shall not be considered unsatisfactory until the Employee's performance "Does Not Meet" expectations in two consecutive evaluations.~~

- ~~A. If the general salary increase is one percent (1%) or less, it will be allocated across the board and calculated on the September 30, 2022 Employee's base wage.~~

- B- ~~If the percent general salary increase is above one percent (1%), monies will be allocated as follows: sixty percent (60%) of which will be allocated on the basis of merit consideration and forty percent (40%) of which will be allocated across the board.~~

-127 All funds made available by the Employer for general increases shall be expended on salaries of Employees in the bargaining unit.

-128 Special merit salary increases may be granted during the contract year with appropriate **Employer** approvals.

II. Salary Progression Program

-129 Salary Progression increase consideration will be given to Employees who have completed at least one (1) year of service on the effective date of the increase, whose most recent Performance Development Plan is **not "Does Not Meets Expectations" or higher**; and whose **full-time equivalent** salary is less than one hundred twenty-five (125%) percent of the minimum hiring level.

-130 Employees shall receive a progression increase upon completion of one year, for the first year only.

-131 Effective January 1, ~~2020~~ **2024**, eligible Employees will receive progression increases in the amount of three (3%) percent up to the 125% level. Employees will not receive progression increases if they have received a "Does Not Meet" rating on their most recent Performance Development Plan.

-132 Effective January 1, ~~2021~~ **2025**, eligible Employees will receive progression increases in the amount of three (3%) percent up to the 125% level. Employees will not receive progression increases if they received a "Does Not Meet" rating on their most recent Performance Development Plan.

-133 Effective January 1, ~~2022~~ **2026**, eligible Employees will receive progression increases in the amount of three (3%) percent up to the 125% level. Employees will not receive progression increases if they received a "Does Not Meet" rating on their most recent Performance Development Plan.

-134 Effective January 1, ~~2023~~ **2027**, eligible Employees will receive progression increases in the amount of three (3%) percent up to the 125% level. Employees will not receive progression increases if they have received a "Does Not Meet" rating on their most recent Performance Development Plan.

III. Minimum Hiring Rates

- 135 The minimum hiring rate for grade levels may be increased by the Employer.
- 136 Effective October 1, ~~2019~~ **2023**, the Minimum Hiring and Automatic Progression Levels will increase by ~~four two and three quarters percent (4.75%)~~.
- 137 Effective October 1, ~~2020~~ **2024**, the Minimum Hiring and Automatic Progression Levels will increase by ~~two and three quarters percent (2.75%)~~.
- 138 Effective October 1, ~~2021~~ **2025** and October 1, ~~2022~~ **2026**, the Minimum Hiring and Automatic Progression Levels will increase by the General Salary Base Wage Increase

IV. Salary Schedules

- 139 Effective October 1, ~~2019~~ **2023** through September 30, ~~2020~~ **2024**, the Minimum Hiring and Automatic Progression Level rates are:

Rates below to be updated per CLO agreement (1.0%) and separate LOA providing an additional 3% increase.

Mins and APL to reflect an additional 1.9% increase effective January 1, 2024

<u>GRADE LEVEL</u>	<u>MINIMUM</u>	<u>AUTOMATIC PROGRESSION LEVEL</u>
8	\$35,135	\$43,919
9	\$37,962	\$47,453
10	\$40,983	\$51,229
11	\$44,280	\$55,350
12	\$47,815	\$59,769
13	\$51,624	\$64,530
14	\$55,751	\$69,689
15	\$60,213	\$75,266
16	\$65,025	\$81,281
17	\$70,299	\$87,786

~~2020, 2021, and 2022~~ **2024, 2025, and 2026** minimum hiring and automatic progression level rates will be updated according to the Wage and Health Care Memorandum of Understanding January 1, ~~2018~~ **2022** – December 31, ~~2021~~ **2025** between the University and the APA and the Coalition of Labor Organizations which is separately ratified and signed by the Association and the University.

TENTATIVE AGREEMENT WAS REACHED ON 10/30/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: 20 Leaves of Absence without Pay

ARTICLE 20

LEAVES OF ABSENCE WITHOUT PAY

I. Absences without Pay (10 Days or Less)

-150 Excused absences without pay ~~less than~~ **not exceeding ten (10)** days may be granted by the immediate supervisor **and/or other unit designee(s)** but shall not exceed ten (10) consecutive days unless approved as a leave of absence. Normally, excused absences without pay will not exceed ten (10) working days in each fiscal year.

-151 Excused absences without pay will not require the use of accrued paid time (i.e., personal leave or vacation), except for failure to report to work due to inclement weather.

NEW PARA: With approval of the hiring supervisor, Employees transferring from one bargaining unit position to another bargaining unit position may begin the new position with an immediate unpaid leave of absence not exceeding (10) days.

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

-152 All leaves of absence must be approved by the supervisor, the administrative head of the unit and MSU Human Resources. They may be taken for reasons as specified in ~~P~~paragraph 156.

-153 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 without pay).

-154 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during leaves of absence or extensions and layoffs.

-155 The Employee must consult with the Benefits Office about maintaining status in Employee benefit programs during leaves of absence without pay subject to and consistent with these program conditions.

-156 Eligible Employees with the approval of their supervisor(s) and/or MSU Human Resources may be authorized to take unpaid leaves for up to two (2) years for the following:

- A. Sickness and disability.
- B. Settlement of an estate.
- C. Serious illness of a member of the Employee's family as defined under the bereavement leave provisions of this Agreement.
- D. Childcare when the Employee is the parent or designated guardian.
 - (1) Parent or guardian must provide evidence that the child needs special care.
 - (2) Evidence demonstrating that only the parent or guardian can deliver this special care.
 - (3) Such special care would require absence from work.
- E. ~~Until January 1, 2021,~~ Employees who become parents of or who adopt a child **and do not qualify for Paid Parental Leave** shall be entitled to parental or adoption leave of up to three (3) months to commence on or before the date of birth or the date of adoption as determined by the Employee.
- F. Governmental service if elected to a full-time term of office, and if holding an elective office. Subsequent elections shall extend this leave.
- G. Educational leave after two (2) years of employment.
- H. To accompany spouse when spouse accepts University reassignment from MSU.
- I. Extended vacation after two (2) years of employment.
- J. Parent or immediate family member of military service member while the military member is on leave.
- K. Other reasons deemed appropriate by the Employer.

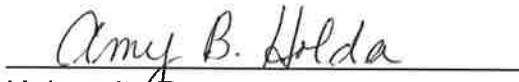
-157 During an involuntary leave of absence without pay, the Employee's position shall not be considered vacant and the Employee shall be entitled to return to the position if such return is within ninety (90) days of the commencement of the leave. An involuntary leave is defined as a leave required because of illness or incapacitation--medically certified. If the Employee is unable to return to her/his job within ninety (90) days, the Employee shall have bypass interview rights, in accordance with paragraph 116, to vacant lateral or lower level positions for a period of time not to exceed two (2) years from the original date of the involuntary leave.

-158 The Employer, at its option and without cost to the Employee, may require that a designated physician(s) examine the Employee before returning the Employee to active employment.

TENTATIVE AGREEMENT WAS REACHED ON 10/02/2023


Union Representative

10/2/2023
Date


University Representative

10/2/23
Date

Article: 23 Holidays

ARTICLE 23

HOLIDAYS

-176 The University grants eligible Employees paid holidays from work with no loss in pay. Regular staff working half-time or more and scheduled to work receive the following ~~nine (9)~~ **ten (10)** days as holidays:

New Year's (2 days)

Labor Day

Dr. Martin Luther King, Jr. Day

Thanksgiving

Memorial Day

Friday after Thanksgiving

Independence Day

Christmas (2 days)

The Employer may designate additional holidays.

-177 Each year the University designates the dates on which the holidays are to be observed. The additional days at Christmas and New Year's are observed either before or after the legal holiday.

-178 An Employee is eligible for the holiday pay at the date of hire, rehire or change to regular status of half time or more. The Employee must be on active status at the time the holiday occurs. The benefit is not payable to Employees who are on leave of absence without pay, regular Workers' Compensation, layoff or disciplinary action. Holiday pay is not payable if the Employee has an unexcused absence on either the day before or the day after the holiday.

-179 A maximum of eight (8) hours' pay may be received for each holiday. Each hour paid to an Employee shall be paid at the Employee's base rate of pay and shall not include any other premium payment.

-180 When a holiday falls during an Employee's vacation or paid sick leave, the Employee will receive holiday pay and no charge will be made to accrued sick leave or vacation time. Part-time Employees will be paid only for the hours scheduled to work but not worked because of the holiday. When a holiday falls on an Employee's non-work day and no other day is designated by the University, an alternate day off will be given. Time and one-half is paid ~~for those eligible to receive overtime for~~ work performed on the observance date of the holiday and not on the calendar date of the holiday, if different. ~~In addition, an alternate day off will be given.~~ **Employees level 12 and above shall receive this time as compensatory time.**

TENTATIVE AGREEMENT WAS REACHED ON 10/19/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: 24 Sick Leave

ARTICLE 24

SICK LEAVE

-181 The University grants regular staff working half-time or more paid time off due to illness. Employees accrue sick leave credits in accordance with the following requirements.

-182 Employees begin earning sick leave credits upon hire or rehire. Full-time Employees accrue sick leave at the rate of four (4) hours for each completed two (2) weeks of service (104 hours annually). Service includes work time and "Leave of Absence with Pay" time, but does not include:

1. Leave of absence without pay.
2. Regular Workers' Compensation.
3. Layoff.
4. Disciplinary suspension.

-183 Sick leave is credited at the end of each month and may accumulate to a maximum of 1,400 hours.

-184 Sick leave with pay may be used for the following reasons:

1. Personal illness or incapacity over which the Employee has no reasonable control that prohibits the performance of the duties of the Employee's job.
2. Absence from work because of exposure to contagious disease that, according to public health standards, would constitute a danger to the health of others by the Employee's attendance at work.
3. To complete appointments for medical or dental treatment when it is not possible to arrange such appointments for non-duty hours.

4. **Eighty (80)** ~~Twenty-four (24)~~ hours of accrued sick leave per fiscal year may be used for illness of a member of the immediate family as defined in paragraph 259 or a member of the household. ~~An additional fifty-six (56) hours may be used for the care of dependent children, parents, spouse, or Other Eligible Individual who are ill. The total number of hours shall not exceed eighty (80).~~ **THIS EIGHTY (80) HOUR LIMIT IS WAIVED IF EMPLOYEE HAS APPROVED FMLA LEAVE TO CARE FOR A FAMILY MEMBER.**

5. Illness or incapacity associated with pregnancy (see Maternity Leave section).

-185 A physician's statement may be required before approval of payment of sick leave. Payment of sick leave is authorized in tenths of an hour.

-186 A maximum of eight (8) hours pay may be made for each day of absence (may vary for persons on a flexible appointment). Each hour paid to an Employee shall be paid at the base rate of pay and shall not include shift premium or other premium payment.

Coordination With Other Types of Pay or Benefits

-187 Employees must utilize any accrued sick leave credits and may thereafter use vacation and personal leave day credits before being placed on an unpaid leave of absence due to illness/disability.

-188 The University, for cause, may direct an Employee to go on sick leave.

-189 Employees may be required to obtain approval from the University Physician's recommended physician before returning to work.

In the event of a dispute involving an Employee's ability to perform their job at the University, and when the Employee is not satisfied with the determination of the University's recommended physician, they may submit a report from a medical doctor of their own choosing. If the dispute still exists, the University's recommended physician and the Employee's doctor 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 third opinion shall be within the constraints of state and federal law. Accrued sick leave may be used as appropriate. The Employee will be made whole if the results of the third medical examination conclude the Employee should not have been placed on leave.

-190 Workers' Compensation benefits will be supplemented by accrued sick leave credits as necessary to maintain the Employee's total income at an amount equivalent to eight (8) hours of pay at the base rate of pay for each day of absence.

-191 University designated holidays falling within an Employee's paid sick leave will not be charged to sick leave.

Full-time/Part-time Status Considerations:

-192 Part-time Employees scheduled to work at least 26 hours per week but less than 36 shall be credited with 75 percent of the sick leave accruals shown above for full-time Employees.

-193 Part-time Employees scheduled to work at least 20 hours per week but less than 26 shall be credited with 50 percent of the sick leave accruals shown above for full-time Employees.

-194 Part-time Employees will be paid only for the hours scheduled to work but not worked because of the sick leave.

Other Provisions

-195 An Employee will not receive payment for unused sick leave when terminating, except when retiring, as stated below.

-196 Full-time Employees meeting the University's minimum retirement requirements shall be paid for 50% of unused sick leave, but not to exceed a maximum of 50% of up to ~~1,200~~ **1,300** hours, as of the effective date of separation.

-197 Full-time Employees who do not meet the University's minimum retirement requirements but have at least five (5) years, but less than 10 years of continuous service, and who have attained 65 years of age at the time of separation shall be paid 50% of unused sick leave as of the effective date of separation.

-198 Full-time Employees who do not meet the University's minimum retirement requirements but have at least 10 years of continuous service and have attained 65 years of age at the time of separation, shall be paid 100% of unused sick leave as of the effective date of separation, not to exceed a maximum of ~~1,200~~ **1,300** hours.

TENTATIVE AGREEMENT WAS REACHED ON 10/05/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: 25 (now incorporating Article 30) Military Leave of Absence and Pay

ARTICLE 25

MILITARY PAY AND LEAVE OF ABSENCE

-252 The University recognizes the value of the military reserve and makes provision for eligible Employees to attend short-term military duty without loss of pay.

-253 The University will pay the difference between the Employee's military pay and base pay, if the Employee's military pay is less, for up to fifteen (15) calendar days when the Employee is ordered to active duty for training, and for up to ten (10) additional calendar days when the Employee is ordered to active duty for the purpose of handling civil disorders, per fiscal year.

-254 Begins on date of hire, rehire, or change to regular status of half-time or more. The Employee must notify supervision of the call to military duty as soon as the information is known and must provide proof of the call to military duty and proof of military pay.

-255 For each full work day of absence, the Employee will receive the difference in pay between:

- a. Regular military pay less any amounts specifically received for meals, housing or travel, and
- b. Eight (8) hours of regular pay at the base rate of pay, excluding shift premium or other premium payment.

-256 An Employee may use accrued vacation time in addition to receiving military duty pay. Part-time Employees will be paid the difference in pay between the total military duty pay

received and the Employee's base pay for the total hours scheduled to work but not worked because of the military duty, if the military duty pay is less.

-199 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 five (5) years (without pay), to attend school full time under applicable federal laws in effect on the date of this Agreement.

-200 An Employee who fails to notify the Employer of their intent to return 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.

In accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA)

-201 Upon application, a military leave of absence will be granted to eligible Employees. This applies to Employees who are inducted through a selective service system of voluntary enlistment and to Employees called through membership in the National Guard, the United States Reserve Corps or other federal or state recognized military organization.

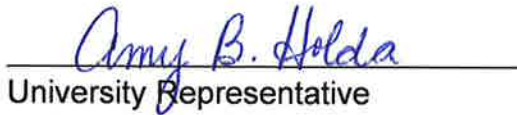
Employees may voluntarily use vacation accruals on a paid leave of absence, to the extent available, prior to entering unpaid leave of absence.

- a. Employment and Benefits Continuation: During the active deployment military leave, the employee's position (or comparable position) with the Employer will be maintained as required by law. The Employee is eligible to maintain health benefit coverage during an unpaid leave of absence at the Employee's cost.**

TENTATIVE AGREEMENT WAS REACHED ON 10/30/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: 28 Longevity

ARTICLE 28

LONGEVITY PAY

-238 A longevity pay plan to recognize long-term employment is provided after six (6) years of continuous service with the University to regular staff working half time or more.

-239 The longevity year is the 12-month period beginning October 1 each year, and ending September 30. The last date of hire will be used as the longevity date. The Employee must be engaged in active employment for 39 calendar weeks (273 calendar days) and be on the payroll as of October 1 of the longevity year. Six (6) years or more of continuous service as of October 1 of the longevity year is required for eligibility.

-240 Eligible Employees who have periods of inactive service totaling 93 days or more during a longevity year will not receive a longevity payment that year and will have the longevity date adjusted for future years.

-241 Military leave of absence will not adjust the longevity date.

-242 Full-time Employees who terminate before October 1 who are 65 years of age and have five (5) or more years of full-time service, or who meet the minimum University retirement requirements will receive a prorated longevity payment.

-243 Employees who are not on the active payroll because of layoff, but who otherwise meet the eligibility criteria will receive a longevity payment.

~~-244 Employees who are on leave of absence on October 1, but otherwise meet the eligibility criteria will receive a longevity payment upon return to work. Payment is scheduled annually on the first working day of December and is computed as a percentage of the Employee's annual base rate of pay as of September 1 of the calendar year in which the longevity payment is made. Base rate of pay shall not include overtime or premium pay.~~

~~-245 If an Employee is not on the payroll September 1, the rate to be used is the Employee's rate of pay upon their return. Longevity pay shall not exceed the longevity pay schedule.~~

Payment Schedule

<u>Years of Continuous Service</u>	<u>Annual Longevity Pay % of First \$9,500 of Annual Wage</u>
6 through 9 years	2%
10 through 13 years	3%
14 through 17 years	4%
18 through 21 years	5%
22 through 25 years	6%
26 or more years	8%

~~Three-quarter time Employees: % of first \$7,125 of annual wage.~~

~~One-half time Employees: % of first \$4,750 of annual wage.~~

[Reflects current calculation]


<u>Years of Continuous Service</u>	FULL-TIME EMPLOYEES	THREE-QUARTER (3/4) TIME EMPLOYEES	ONE-HALF (1/2) TIME EMPLOYEES
6 through 9 years	\$190.00	\$142.50	\$95.00
10 through 13 years	\$285.00	\$213.75	\$142.50
14 through 17 years	\$380.00	\$285.00	\$190.00
18 through 21 years	\$475.00	\$356.25	\$237.50
22 through 25 years	\$570.00	\$427.50	\$285.00
26 or more years	\$760.00	\$570.00	\$380.00

[Reflects 21% increase to current calculation]

Effective December 1, 2024

<u>Years of Continuous Service</u>	FULL-TIME EMPLOYEES	THREE-QUARTER (3/4) TIME EMPLOYEES	ONE-HALF (1/2) TIME EMPLOYEES
6 through 9 years	\$230.00	\$172.50	\$115.00
10 through 13 years	\$345.00	\$258.75	\$172.50
14 through 17 years	\$460.00	\$345.00	\$230.00
18 through 21 years	\$575.00	\$431.25	\$287.50
22 through 25 years	\$690.00	\$517.50	\$345.00
26 or more years	\$920.00	\$690.00	\$460.00

TENTATIVE AGREEMENT WAS REACHED ON 10/19/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: 30 Military Duty Pay

ARTICLE 30

This section left intentionally blank

MILITARY DUTY PAY

Moved to Article 25

~~—252— The University recognizes the value of the military reserve and makes provision for eligible Employees to attend short-term military duty without loss of pay.~~

~~—253— The University will pay the difference between the Employee's military pay and base pay, if the Employee's military pay is less, for up to **fifteen (15)** calendar days when the Employee is ordered to active duty for training, and for up to ~~ten (10)~~ additional calendar days when the Employee is ordered to active duty for the purpose of handling civil disorders, per fiscal year.~~

~~—254— Begins on date of hire, rehire, or change to regular status of half time or more. The Employee must notify supervision of the call to military duty as soon as the information is known and must provide proof of the call to military duty and proof of military pay.~~

~~-255— For each full work day of absence, the Employee will receive the difference in pay between:~~

- ~~a. — Regular military pay less any amounts specifically received for meals, housing or travel, and~~
- ~~b. — Eight (8) hours of regular pay at the base rate of pay, excluding shift premium or other premium payment.~~

~~-256— An Employee may use accrued vacation time in addition to receiving military duty pay. Part time Employees will be paid the difference in pay between the total military duty pay received and the Employee's base pay for the total hours scheduled to work but not worked because of the military duty, if the military duty pay is less.~~

TENTATIVE AGREEMENT WAS REACHED ON 10/02/2023


Union Representative

10/2/2023
Date


University Representative

10/2/23
Date

Article: 31 Bereavement Days

ARTICLE 31

BEREAVEMENT DAYS

-257 The University grants eligible Employees paid time off to attend the funeral and/or make necessary arrangements when a death occurs in the Employee's immediate family.

-258 Regular staff working half time or more are eligible for bereavement leave upon the date of hire, rehire or change to regular status of half time or more.

-259 Up to five (5) bereavement days will be allowed in the case of death of the Employee's:

Spouse	Other Eligible Individual	Parent/Stepparent
Child/Stepchild	Grandchild	

Up to three (3) bereavement days will be allowed in the case of death of the Employee's:

Spouse	Grandparents	Parent-in-law
Father-in-law	Grandparents-in-law	
Sibling/Half-Sibling/Stepsibling	Child-in-law	Sibling-in-law
Child	Grandchild	Mother in-law
Brother	Half Brother	Son in-law
Sister	Half Sister	Daughter in-law

~~Parents~~ ————— ~~Step Parents~~ ————— ~~Brother in law~~
~~Other Eligible Individual~~ ————— ~~Sister in law~~

One (1) day will be allowed in the case of death of an Employee's, or an Employee's spouse's/OEI's uncle, aunt, nephew or niece, or a member of the Employee's household.

With supervisor approval, Up to ~~two~~ (2) additional days of accrued vacation, personal leave, personal observance days, or compensatory time may be used in the case of the death of a member of the Employee's household. Should such leave be exhausted, unpaid leave may be used.

Additional time, if required, may be granted in accordance with other leave policies.

-260 The supervisor may require proof of death and relationship to the deceased before approving payment. A maximum of eight (8) hours' pay may be made for each day of absence. Each hour paid to an Employee shall be paid at the Employee's straight time base rate of pay and shall not include shift premium or other premium payment. This benefit is payable only to active Employees whose absence from work is due to the death in the Employee's family and will not be paid in lieu of other types of paid leave.

-261 Part-time Employees will be paid only for the hours scheduled to work but not worked because of the death.

-262 Allowed bereavement days may be taken any time during the period including the day of death and the day following the funeral to be used within six months after the death.

-263 The supervisor may grant permission to a reasonable number of Employees to attend the funeral or serve as pallbearers for a deceased Employee or former Employee, without loss of pay.

TENTATIVE AGREEMENT WAS REACHED ON 10/02/2023


Union Representative

10/2/2023
Date


University Representative

10/2/23
Date

Article: 35 Dental Plan

ARTICLE 35

DENTAL PLAN

-270 The University provides a dental plan for all regular full-time Employees, part-time Employees on a proportional basis (see Article 7, paragraph 45) and official Michigan State University retirees.

-271 Dental coverage is provided for eligible Employees, retirees, survivors of retirees and eligible dependents. The plan pays 50% of usual and customary charges for most dental services as defined in the Master Policy. Employees must enroll within thirty (30) days of initial employment or during a scheduled open enrollment. Coverage terminates at the end of the month employment terminates unless the Employee is an official Michigan State University Retiree.

-272 Benefit payments are limited each calendar year to \$600 for each person. Orthodontic services are covered for persons under age 19 and are limited to a separate lifetime maximum of \$600. Under the current provisions, the University pays the entire cost of the plan. **Employees may supplement the coverage through optional add-on plans that are available from the employer.**

-273 This benefit continues for Employees on layoff or on approved leave of absence.

-274 Dependent coverage terminates as above. In addition, certain changes in dependent status will terminate coverage for dependents. No conversion is possible.

-275 A Dental DMO option will be offered to Employees in the bargaining unit effective July 1, 1995. The premium cost of the Dental DMO shall not be greater than the cost of the traditional Delta Dental Plan premium. Coverage for the Dental DMO must be provided through one of their participating centers. Some benefits, such as diagnostic, preventive and minor restorations are provided at no cost, and other benefits are provided with a fixed dollar co-pay. Orthodontic services are covered for persons under age 19 and age 19 and over with a fixed dollar co-pay. Any adjustment

to the Dental DMO option plan design shall be implemented only to the extent necessary to maintain the cost below the traditional dental plan.

-276 The dental plan benefits will be provided consistent with the carriers' conditions and procedures.

TENTATIVE AGREEMENT WAS REACHED ON 10/30/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: 41 Educational Assistance

ARTICLE 41

EDUCATIONAL ASSISTANCE

-289 The University provides assistance to enhance an Employee's educational and career development needs and goals for regular full-time and part-time staff.

-290 Tuition fees from MSU will be reimbursed for credit courses for up to fourteen (14) credits per MSU academic year upon successful completion of the course(s) as follows:

- a. For graduate credit courses taken through MSU, the tuition fee up to 70% of the MSU lifelong learning tuition rate per credit taken, not to exceed 14 semester credits per academic year.
- b. For undergraduate credit courses taken through MSU, the tuition fee up to 40% of the MSU lifelong learning tuition rate per credit taken, not to exceed 14 semester credits per academic year.
- c. Registration/matriculation fees, course fees, lab fees, books and other course materials charged by MSU are the responsibility of the student.
- d. Tuition fees in excess of fourteen (14) credit hours per academic year are the responsibility of the student.

-291 A grade of 2.0 or better (or "CR" – Credit) is required for a credit course.

-292 Reimbursement for tuition at other institutions shall not be covered.

-293 If the Employee is covered by benefits such as scholarship or fellowship aid, government aid, GI benefits, or similar assistance, reimbursement will be made only for that portion of the tuition which exceeds the amount of those benefits.

Release Time

-294 Release time may be granted for up to five (5) hours per week for those enrolled in Educational Assistance courses or approved Professional Development. Release time shall not be unreasonably denied. If release time is denied, upon request the reason will be provided in writing to the Employee.

Eligibility

-295 The benefit becomes effective if the first day of class commences after the Employee has completed twelve (12) continuous full-time equivalent service months. The Employee must have permission of their supervisor and/or department/unit administrator.

-296 The Employee must be admitted to the educational institution where the course work will be taken and must be employed full-time, part-time or on a flexible appointment when course work is completed to be eligible for reimbursement. Employees who are laid off after a course(s) has begun will be eligible for reimbursement upon its completion.

-297 To receive waiver/reimbursement for MSU courses, the Employee shall submit the completed educational assistance form with departmental approval to MSU Human Resources thirty (30) days prior to the start of class. To receive reimbursement for non-MSU courses, the Employee shall submit the completed educational assistance form with departmental approval to MSU Human Resources thirty (30) days prior to the start of class and send evidence that they have successfully completed the course within fifteen (15) days of the receipt of such evidence.

Educational Assistance for Employees on Layoff

-298 Employees on layoff, as defined in Article 16, Reduction in Force, shall be provided consideration for training programs offered through MSU Human Resources on a "space available" basis without cost to the Employee. The determination of "space available" shall be in the sole discretion of the Employer. Courses/programs determined by the Employer to require high cost materials to be provided to participants shall be exempt from this provision.

Tuition Waiver

-299 Bargaining unit members who are eligible for educational assistance shall be eligible for a tuition waiver program. This tuition waiver program will be applicable only to those MSU courses enrolled in through the University's standard registration procedure. As a condition of tuition waiver, an Employee

must sign an agreement authorizing payroll deduction for the amount of tuition waived to be used in the event she/he does not successfully complete the course(s).

-300 Employees interested in utilizing the tuition waiver program must submit their educational assistance application complete with departmental approval to MSU Human Resources thirty (30) days prior to the semester billing date set by the Fees and Scholarship Office. The application must be marked with a request for tuition waiver. Applications for Educational Assistance received after this deadline may result in late fees being assessed by Enrollment Services according to MSU registration policies. Payment of late fees is the responsibility of the Employee.

-301 If the above timelines are met and the educational assistance application is approved, MSU Human Resources will forward a list of Employees eligible for tuition waiver to the Fees and Scholarship Office and to the Association.

-302 MSU Human Resources will supply the Fees and Scholarships Office with the total credits available for tuition waiver for each eligible Employee. In the event the approved course(s) is/are unavailable at the time of registration, other appropriate course(s) may be substituted and the application amended subject to the approval of the department administrator or designee and MSU Human Resources.

-303 Tuition fees from MSU will be waived for credit courses for up to fourteen (14) credits per MSU academic year upon successful completion of the course(s) as follows:

- a. For graduate credit courses taken through MSU, the tuition fee up to 70% of the MSU lifelong learning tuition rate per credit taken.
- b. For undergraduate credit courses taken through MSU, the tuition fee up to 40% of the MSU lifelong learning tuition rate per credit taken.
- c. Registration/matriculation fees, course fees, lab fees, books and other course materials charged by MSU are the responsibility of the student.
- d. Tuition fees in excess of fourteen (14) credit hours per academic year are the responsibility of the student.

-304 A grade of 2.0 or better (or "CR" – Credit) is required for a credit course.

-305 Employees who have had their tuition waived will authorize MSU Human Resources to verify completion of approved courses with Enrollment Services upon application for waiver. In cases where tuition waivers are withdrawn (e.g., terminated Employee, non-approved course, unsuccessful completion), the University will attempt to payroll deduct the waived tuition.

Professional Development Courses

-306 Employees may apply for reimbursement and release time for job and/or career-related Professional Development courses which are offered through the University Outreach (e.g., lifelong education, and continuing education), Davenport College, Lansing Community College, and high school adult education programs or other MSU Human Resources approved educational/training programs.

-307 If Professional Development courses only are being taken during an academic year, reimbursement will not exceed nine hundred (\$900.00) dollars. **Employees are eligible immediately upon hire for this benefit.**

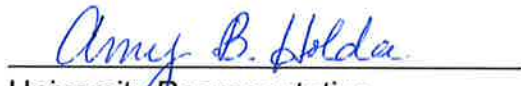
-308 If Professional Development courses are being taken during the same academic year as a course per paragraph 290 above, the total reimbursement and/or waiver will not exceed 70% of the MSU lifelong learning tuition rate per credit for up to fourteen (14) credit hours.

-309 Employees must document their successful completion of Professional Development courses by submitting either (1) a certificate from the course signed by the instructor, or (2) a form provided by MSU Human Resources signed by the instructor.

TENTATIVE AGREEMENT WAS REACHED ON 10/02/2023


Union Representative

10/2/2023
Date


University Representative

10/2/23
Date

Article: 45 Safety

ARTICLE 45

SAFETY

-337 The University and the Association shall cooperate for the purposes of eliminating accidents and health hazards. The University shall make reasonable provisions for the safety and health of its Employees during their hours of employment. The University, the Association and the Employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters. **The Employer and Association agree to meet on a quarterly basis when either party has identified specific agenda items.**

TENTATIVE AGREEMENT WAS REACHED ON 10/19/2023


Union Representative

10/30/23
Date


University Representative

10/30/23
Date

Article: 47 Agreement

The parties agree to update names and titles in signature lines.

ARTICLE 47

AGREEMENT

-339 THIS AGREEMENT entered into on ~~September 25, 2019~~ _____, **2023**, between the Board of Trustees of Michigan State University (hereinafter referred to as the "Employer") and the Michigan State University Administrative Professional Association, MEA/NEA (hereinafter referred to as the "APA" or "the Association").

-340 Whenever the words "University" or "Employer" appear in this Agreement, they shall mean Michigan State University.

-341 Whenever the words "APA" or "the Association" appear in this Agreement, it shall mean the Michigan State University Administrative Professional Association, MEA/NEA.

-342 The Association will furnish the Office of Employee Relations with the names of its Executive Board members and such changes as may occur from time to time with such personnel. The Employer will in return, keep the APA advised as to its representatives.

-343 No provision of this Agreement or any supplement thereto shall be waived or modified in any way unless such waiver or modification is agreed to in writing between the Employer and the APA.

-344 Throughout this Agreement, any reference made to gender shall **be inclusive** ~~include male and female Employees even if indicated in the masculine form, unless specifically relating to either gender and not the other.~~

-345 For the purpose of this Agreement, it is expressly understood and agreed by the parties hereto that introductory titles or headings preceding the Articles set forth herein shall not be held to in any way affect the substance, meaning or intent of any of the terms or provisions of said Article(s) contained in this Agreement.

-346 If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board of competent jurisdiction, or if compliance with or enforcement of any provision should permanently be restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Association, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

TERMINATION AND MODIFICATION

-347 This Agreement shall continue in full force and effect until 11:59 p.m., September 30, ~~2027~~ 2023.

-348 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by the other party on sixty (60) days written notice prior to the current year's termination date.

-349 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective termination date of this Agreement. Any agreements 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.

-350 Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Association and if to the Employer, addressed to the Director of Employee Relations or to any such address as the Association or the Employer may make available to each other.

EFFECTIVE DATE

-351 This Agreement shall become effective October 1, ~~2023~~ 2019 or upon full ratification whichever is later. IN WITNESS WHEREOF, the parties have set their hands this ~~twenty-fifth day~~ of September, 2019 _____.

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

MICHIGAN STATE UNIVERSITY

TENTATIVE AGREEMENT WAS REACHED ON 10/30/2023

Union Representative

Date

University Representative

Date

*Signatures are
forthcoming*

Article: Appendix I

APPENDIX I

On and after October 1, ~~2023~~ 2019 the following Classifications are represented by the Michigan State University Administrative Professional Association.

A N R Publication and Events Manager	14
Academic HR Assistant Director	15
Academic HR Records Coordinator	13
Academic Technology Coordinator	12
Accountant I	11
Accountant II	13
Administrative Assistant I	10
Administrative Assistant II	11
Administrative Assistant III	13
Administrative Associate I	14
Administrative Associate II	15
Administrative Business Analyst	11
Administrative Business Manager	14
Administrative Business Professional	12
Admissions Assistant Director	14

Admissions Counselor	12
Admissions Senior Counselor	13
Advocacy Coordinator I	12
Advocacy Coordinator II	13
Alumni and Donor Relations Coordinator	12
Alumni Programs Assistant Director	14
Alumni Programs Coordinator	12
Animal Care Program Research Liaison	12
Animal Care Program Research Liaison II	13
Architect Landscape I	10
Architect Landscape II	12
Architect Landscape III	14
Architect Landscape IV	15
Archival Assistant	11
Artist Level Piano Technician	13
Assistant Freedom of Information Officer	12
Assistant House Manager/Performing Arts	10
Assoc. Dir. for Planning & Prevent. Main	16
Associate Manager/Performing Arts	12
Asst Dir of Institutional Research	14
Asst Dir of OPB & Dir of Univ Planning	17
Athletic Administrative Coordinator	12
Athletic Equipment Coordinator	10
Athletic Equipment Coordinator II	12
Athletic Trainer I	12
Athletic Trainer II	13
Athletic Trainer III	14

Athletic Trainer/MSU Health Team	12
Auditor I	12
Auditor II	13
Auditor III	14
Auditor/Information Systems I	13
Auditor/Information Systems II	14
Automated Office Systems Coordinator	13
Banquet/Catering Manager	12
Biological Safety Officer	14
BIOTECHNOLOGIST I	11
BIOTECHNOLOGIST II	12
BIOTECHNOLOGIST III	13
Botanical Technologist II	11
Broad Art Museum Program Manager	13
Broadcasting Services Program Manager	14
Brook Lodge Chief Engineer	12
BUILDING AUTOMATION ENGINEER	14
BUILDING AUTOMATION SPECIALIST	13
BUILDING AUTOMATION SYSTEMS ANALYST I	13
BUILDING AUTOMATION SYSTEMS ANALYST II	14
BUILDING AUTOMATION SYSTEMS TECH I	11
BUILDING AUTOMATION SYSTEMS TECH II	12
BUILDING PERFORMANCE ANALYST I	11
BUILDING PERFORMANCE ANALYST II	12
BUILDING PERFORMANCE ANALYST III	13
BUILDING PERFORMANCE ANALYST IV	14

BUILDING PERFORMANCE ENGINEER	14
BUILDING PROCESS ANALYST	14
BUSINESS APPLICATIONS ANALYST I	12
BUSINESS APPLICATIONS ANALYST II	13
BUSINESS APPLICATIONS ANALYST III	14
Business Process Professional	12
Buyer	10
Campus Planner	16
Campus Sustainability Director	16
CAPITAL RENEWAL PLANNING MANAGER	15
Cardiovascular Technologist I	10
Cardiovascular Technologist II	12
Care Manager I	12
Care Manager II	13
Career Information Coordinator	11
CAREER SERVICES ASSISTANT DIRECTOR	14
Career Services Assistant Director/Res	15
Career Services Coordinator	12
Caretaker	8
CASE ADMINISTRATOR I	11
CASE ADMINISTRATOR II	12
Catering and Sales Coordinator	12
Chemical Spectroscopist	10
Chief Information Security Officer	16
Chief of Staff	16
CHIEF REAL ESTATE OFFICER	16
Child Care Coordinator	10

CHM Security Manager	12
Civil Rights Investigator	13
Clery Act Compliance Coordinator	14
Clinic Coordinator I	10
Clinic Coordinator II	11
Clinical Research Coordinator I	11
Clinical Research Coordinator II	12
Clinical Research Coordinator III	13
Clinical Research Coverage Analyst	13
Clinical Research Informatics Tech I	11
Clinical Research Informatics Tech II	12
Clinical Research Informatics Tech III	13
Clinical Research Operations Admin	14
CLS Facilities Systems Coordinator	11
Collections Manager/Beal Bot Garden	13
Collections Manager/MSU Museum	12
College Alumni Coordinator	12
College Records Officer I	12 11
COLLEGE RECORDS OFFICER II	13
Communications Coordinator	10
Communications Manager I	12
Communications Manager II	14
Community Health Associate	12
COMMUNITY LIASION COORDINATOR	12
COMMUNITY LIASION MANAGER	15
Community Operations Coordinator I/RHS	10
COMMUNITY RELATIONS ADMINISTRATOR	13

Compliance Analyst I	12
Compliance Analyst II	13
COMPLIANCE AND POLICY ANALYST	12
Compliance Assurance Analyst	12
COMPLIANCE AUDITOR	13
CONFERENCE COORDINATOR/KELLOGG BIO STA	10
Consortium Coordinator I	13
Consortium Coordinator II	14
Construction Contract Administrator	14
Constuction Safety Manager	13
Contract & Grant/Sponsored Pgms Adm II	12
Contract & Grant/Sponsored Pgms Adm III	13
Contract & Grant/Sponsored Pgms Admin I	11
CORE FACILITIES OFFICER	14
Counselor	12
Crime Analyst	12
Culinary Coordinator	11
Culinary Services Projects/Equip Coor	13
Culinary Services Sustainability Officer	12
Curator	12
Curator Assistant	11
CURRICULUM ADMINISTRATOR	13
Curriculum Assistant II	12
CURRICULUM COORDINATOR I	11
CURRICULUM COORDINATOR II	12
Cytogenetic Laboratory Technologist II	11
DATA ANALYST COORDINATOR I	11

Data Resource Analyst	13
Data Resource Analyst II	14
Data Resources Administrator	13
Data Security Analyst I	11
Data Security Analyst II	12
Data Security Officer	13
Database Analyst	13
Development Analyst	11
Development Assistant	10
Development Officer I	12
Development Officer II	14
Development Officer III	15
Dining Service Culinary Coordinator	12
DIRECTOR OF MULTICULTURAL STUDENT SERV	16
Disability Resource Coor for Employees	13
Donor Recognition Coordinator	11
Editor II	11
Editor III	13
Editor/Graphic Designer	12
EDUCATIONAL PROGRAM COORDINATOR I	11
Educational Program Coordinator II	12
EEG Technologist	10
EIS Data Resources Administrator	15
Electron Microscopist I	10
Electron Microscopist II	11
Electron Microscopist III	13

Embalmer	10
Emp Assistance Counselor	13
EMPLOYEE ASSISTANCE PROGRAM DIRECTOR	17
Employee Relations Manager	15
Engineer/Architect I	11
Engineer/Architect II	12
Engineer/Architect III	14
Engineer/Architect IV	15
Engineering/Physicist Accelerator Assist	9
Engineering/Physicist Accelerator I	10
Engineering/Physicist Accelerator II	12
Engineering/Physicist Accelerator III	14
Engineering/Physicist Accelerator IV	15
Enrollment Services Coordinator	12
Enrollment Svcs Scholarship Coor	11
Environmental Compliance Officer	14
Environmental Health/Safety Inspector	12
Environmental Safety Manager	16
EQUITY INCLUSION & COMPL SR ANALYST I	14
Equity Review Officer	14
Executive Assistant	12
Executive Chef	13
Executive Secretary II	10
Executive Sous Chef	12
Executive Staff Assistant	11
Executive Staff Asst To The President	12

Exhibitions Manager	12
Facilities Coordinator	12
Facilities Planning Space Mgmt Asst Dir	14
Facility Conference/Event Coordinator	12
Facility Manager	13
Faculty & Org Development Ast Director	14
Farm Assistant Manager	12
Farm Manager I	13
Farm Manager II	14
FERPA COMPLIANCE OFFICER	12
Field Career Services Coordinator	13
Finance Assistant Manager/Analyst	12
Finance Sr Asst Manager/Analyst	13
Financial Aid Assistant	10
Financial Aid Assistant Director	14
Financial Aid Officer I	11
Financial Aid Officer II	12
Financial Aid Officer III	13
Financial Analyst I	11
Financial Analyst II	13
FIRE & OCCUPATIONAL SAFETY INSPECTOR	13
FOIA ANALYST	11
Football Operations Assistant Director	12
FRIB Chief of Staff	16
FRIB Construction Safety Manager	13
FRIB EXPORT CONTROL & COMPLIANCE MANAGER	15

FRIB Integration Engineer II	12
FRIB Integration Engineer III	14
FRIB Manufacturing Engineer	14
FRIB Material Handling Coordinator	12
FRIB Operations Accelerator Engineer I	10
FRIB Operations Accelerator Engineer II	12
FRIB Operations Accelerator Engineer III	14
FRIB PHYSICAL SECURITY MANAGER	14
FRIB Project Controls Engineer I	12
FRIB Project Controls Engineer II	14
FRIB Project Controls Engineer III	15
FRIB Project Controls Scheduler	12
FRIB Project Coordinator I	10
FRIB Project Coordinator II	12
FRIB Quality Engineer II	12
FRIB Quality Engineer III	14
FRIB Security Manager	14
FRIB Sr Tech Contract Administrator	14
Genetic Laboratory Technologist	11
Genetics Counselor	13
Geological Preparator	11
Geospatial Space Analyst	12
Gift Planning Administrator	12
Golf Course Assistant Manager	10
Golf Course Operations Manager	12
Governmental Affairs Assistant	14
Governmental Affairs Research/Comms Ofcr	16

Graphic Artist I	9
Graphic Artist II	11
Graphic Artist III	12
Greenhouse Coordinator	10
Greenhouse Manager I	11
Greenhouse Manager II	12
Hazardous Materials Professional	12
Hazardous Materials Professional II	13
Hazardous Waste Coordinator	14
Health Care Coding Analyst	10
Health Care Compliance Analyst	11
Health Care Quality Project Coor I	13
Health Physicist I	12
Health Physicist II	13
Horticulturist	12
HRPP Compliance Analyst	13
Human Research Liaison	12
Human Resources Analyst	12
Human Resources Development Coordinator	12
Human Resources Generalist	10
HUMAN RESOURCES MANAGER	14
Human Resources Professional	11
Inclusion/Intercultural Initiative Coor	12
Industrial Hygienist I	12
Industrial Hygienist II	13
Info Management Developer/Analyst	13
Information Technologist I	12

Information Technologist II	13
Information Technologist III	14
Information Technologist IV	15
Information Technology Professional	11
Informational And Statistical Analyst	11
Informational and Statistical Analyst II	12
Inst Anml Care & Use Committee Admin I	11
Institn'l Animal Care & Use Comm Admin I	11
Institutional Equity Coordinator I	12
Institutional Review Board Admin I	11
Institutional Review Board Admin II	12
Institutional Review Board Admin III	13
Instruc Equipment and Supplies Tech I	10
Instruc Equipment and Supplies Tech II	12
Instructional Laboratory Coordinator	12
Instructional Multimedia Producer/Dir	12
Intellectual Property Administrator	12
Intellectual Property Officer	13
Interior Designer I	11
Interior Designer II	12
Interior Designer III	13
Interior Designer IV	14
International Credential Analyst I	12
International Credential Analyst II	13
International Student/Scholar Advisor I	12
International Student/Scholar Advisor II	13
Intramural Sports Assistant Director	14

Intramural Sports Coordinator	11
Investment Operations Analyst	12
Investment Operations Senior Analyst	13
IPF Sustainability Project Manager	14
Kellogg Center Senior Sales Manager	13
Laboratory Technologist	10
Laboratory Technologist/Leader	11
Land Management Assistant Director	15
Land Management Associate Director	16
Language Learning Ctr Technology Coor	12
Law Clinic Manager	11
Law Enforcement Records Coordinator	10
LEARNING EXPERIENCE	
DESIGNER/RESEARCHER	12
Library Assistant IV	11
Library Assistant V	13
Life Span & Family Services Coordinator	13
Management Analyst	14
Managmt Educ Ctr Operations Professional	12
Marketing & Sales Manager	14
Marketing and Sales Assistant	10
Marketing and Sales Coordinator	12
Master Scientific Glassblower	12
MAU FINANCIAL OFFICER	16
Meat Laboratory Assistant Manager	12
Medical Technologist I	10
Medical Technologist II	11
Microcomputer Hardware/Software Coor	11

MSU Health Team CARE Compliance Officer	14
Multicultural Center Coordinator	12
Multicultural Development Coordinator MANAGER	14 15
Multimedia Coordinator	12
Neighborhood Administrative Coordinator	11
Night Manager	11
Night Receptionist Program Coor	12
Nutritionist	12
Occupational Safety Compliance Officer	14
Occupational Therapist I	12
Occupational Therapist II	13
OPB Assistant Budget Officer	14
Operations and Safety Coordinator	12
Operations Coordinator	10
Operations Forester	11
Optometrist	14
Parking Coordinator	11
Pesticide Coordinator	10
Pharmacist I	13
Physical Therapist I	12
Physicians Assistant	13
Planetarium Program Assistant	10
Planetarium Program Coordinator	13
Planned Giving Dev Officer II	14
Planner/Inspector/Analyst I	11
Planner/Inspector/Analyst II	13

Planner/Inspector/Analyst III	14
POLICE SOCIAL WORKER	14
Preparator	11
Preservation & Research Education Mgr	12
Presidential Events Coordinator	13
Presidential Events Coordinator/S	13
Printing Technology Coordinator	13
Procurement Coor/Contract Admin II	13
Procurement Coor/Contract Admin I	11
Producer/Director of Photography	13
Producer/Host Radio I	12
Producer/Host Radio II	13
Producer/Host Talking Book	12
Production and Advertising Assistant	11
Production and Operations Manager	14
Production Manager	11
Programmer Analyst	11
Project Administrator	12
Project Manager	13
Project/Event Coordinator	11
Psychologist I	14
Pub Rel Asst Dir/Sports Information	15
Publications Design Coordinator	13
Purchasing Agent	12
Purchasing Agent/Supplier Diversity Coor	12
Quality & Risk Management Administrator	14
Quality and Compliance Coordinator	12

Quality Management Coordinator	13
Radiation Safety Officer	14
RADIATION THERAPIST	12
Radio Station Program Manager	14
REAL ESTATE ASSET ADMINISTRATOR	15
Recording Production Technician II	12
Recruitment/Placement Asst Director	14
Regulatory Coordinator	10
Res Educ & Housing Services Outreach Ast	12
Res/Instruc Equipment Technologist I	10
Res/Instruc Equipment Technologist II	12
Research Administration Manager	14
RESEARCH ADMINISTRATIVE ASSOCIATE	15
Research Administrator I	11
Research Administrator II	12
RESEARCH ADMINISTRATOR III	13
Research Assistant I	11
Research Assistant II	12
Research Assistant III	13
Research Biocontainment Facility Engr	13
Research Coordinator	13
Research Integrity Coordinator	12
RESEARCH LAW LIBRARIAN ASSISTANT	11
Research Quality Assurance Officer	13
Residential Life/Ast Director II	15
Respiratory Therapist/Pulm Func Tech	11
RESPONDENT ADVISOR	14

RHS Information Services Project Manager	13
RHS Planner/Inspector/Analyst/	13
RHS Strategic Initiatives Implementn Mgr	16
RHS Sustainability Officer	14
Risk Management & Insurance Admin	14
Risk Management & Insurance Coordinator	13
Risk Mgmt and Insurance Analyst	12
Safety and Security Service Coordinator	12
Safety Technologist	11
Scientific Instrument Facil Coordinator	13
Senior Admin. Business Professional	13
SENIOR CIVIL RIGHTS INVESTIGATOR	14
Senior Communications Manager	15
SENIOR FINANCE OFFICER	17
Senior Human Resources Professional I	13
Senior Human Resources Professional II	14
Senior Photographer	12
Senior Purchasing Agent	14
SENIOR UNIVERSITY ACADEMIC EVENT PLANNER	13
Sexual Assault Safety Program Coor	13
Shooting Range Events Ed/Safety Officer	12
Social Worker	12
Social Worker Assistant	11
Software Systems Engineer	14
Sous Chef	12
Space Management Coordinator	13
Speech Therapist I	12

Sports Facility Professional	10
Sports Operations Assistant	11
Sports Performance Professional	11
SR. COMMUNICATIONS & MARKETING OFFICER	15
SR. LEARNING EXP. DESIGNER/RESEARCHER	13
SR. MARKETING & COMMUNICATIONS OFFICER	16
Staff Dentist	16
Staff Physician	16
Student Employment Coordinator	11
Student Life Assistant Director	14
Student Services Assistant I	10
Student Services Assistant II	12
Student Services Coordinator	14
Student-Athlete Coordinator	12
Study Abroad Program Administrator	13
Study Abroad Program Coordinator	12
Study Abroad Travel Security Admin	14
Supply Chain Analyst I	10
Supply Chain Analyst II	11
Supply Chain Analyst III	12
Supported Programs Analyst	12
SURVIVOR ADVOCACY COORDINATOR I	12
SURVIVOR ADVOCACY COORDINATOR II	13
SUSTAINABILITY MANAGER	14
Systems Analyst I	12

Systems Analyst II	13
Systems Analyst III	14
Systems Designer	13
Systems Programmer I	11
Systems Programmer II	13
Systems Programmer III	14
Technical Buyer	12
Technical Services Assistant Engineer	12
Technical Writer	10
Telecomm Volunteer Program Coordinator	10
Telecommunications Operations Manager	13
Telemarketing Systems Coordinator	11
Television Assistant Program Manager	13
Television Producer/Director I	13
Television Producer/Director II	14
Ticket Office Assistant Manager	11
Ticket Office Associate Manager	12
Training Program Developer II	11
Training Program Developer III	12
Training Program Developer IV	13
Unit Human Resources Administrator I	12
Unit Human Resources Administrator II	13
Unit Human Resources Coordinator	10
Unit Information Systems Manager	14
Univ Acad Project/Event Administrator	12
Univ Research Corridor Program Mgr	14
University Academic Event Coordinator	13

University Artist	13
UNIVERSITY COMMUNICATIONS ASST DIRECTOR	15
University Copyright Officer	12
UNIVERSITY CURRICULUM ADMINISTRATOR	14
University Data Resource Assistant	12
University Data Resources Administrator	16
University Development Researcher I	10
UNIVERSITY DEVELOPMENT RESEARCH ANALYST	12
University Development Researcher II	11
University Events Coordinator	13
UNIVERSITY DEVELOPMENT RESEARCHER II	11
University Housing Cable Channel Manager	13
University Licensing Assistant Manager	12
University Management Analyst	16
University Press Editor	11
University Relations Assistant Director	15
UNIVERSITY SECURITY OPERATIONS MANAGER	14
USER EXPERIENCE DESIGNER	13
Van Andel Res Institute Safety Manager	14
Veterinarian/Clinical	15
Veterinary Laboratory Technologist II	10
Videotape Producer/Director I	11
Videotape Producer/Director II	12
Visual Journalism Producer	11

Vocational Rehabilitation Counselor I	12
Waste Reduction Coordinator	12
Web Content Administrator	11

TENTATIVE AGREEMENT WAS REACHED ON 10/02/2023


Union Representative

10/2/2023
Date


University Representative

10/2/23
Date

Article: LOA: Dental Care

Letter of Agreement
Between
Michigan State University, The Employer
and
MSU Administrative Professional Association, The Association

RE: Dental Care

The University is willing to meet for consideration to include discussions on improved or enhanced dental insurance into the Coalition of Labor Organizations at MSU/JHCC framework. It is understood that there is no obligation on the part of either the University or the Association to agree to include dental insurance into the Coalition of Labor Organizations at MSU/JHCC framework and that inclusion is subject to agreement by other members of the Coalition of Labor Organizations at MSU/JHCC.

FOR THE UNIVERSITY

FOR THE ASSOCIATION

Richard W. Fanning, Jr.,
Amy B. Holda, Interim Director
Office of Employee Relations

Date: _____

~~Maurice Koffman,~~
Martin E. McDonough, Chairperson
Administrative Professional Association

Date: _____

TENTATIVE AGREEMENT WAS REACHED ON 10/02/2023

Martin M. Jones
Union Representative

10/2/2023
Date

Amy B. Hilda
University Representative

10/2/23
Date

Article: LOA: Honoring Diversity and Inclusion (Dr. Martin Luther King, Jr. Holiday recognized as a University holiday)

Letter of Agreement

Between

Michigan State University, The Employer

and

Michigan State University Administrative Professional Association, The Association

HONORING DIVERSITY AND INCLUSION

~~The Association and the Employer share the goal of identifying ways in which MSU can promote diversity and inclusion across campus. Support of participation in Martin Luther King, Jr. celebration activities is one way to meet this goal.~~

~~The Employer agrees to encourage flexibility for Employees who desire to participate in sponsored events to celebrate Martin Luther King, Jr. Day as well as other opportunities to increase sensitivity to diversity and inclusion.~~

FOR THE UNIVERSITY

FOR THE ASSOCIATION

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

Maurice Koffman, Chairperson
Administrative Professional

Date: _____ Date: _____

TENTATIVE AGREEMENT WAS REACHED ON 10/02/2023


Union Representative

10/2/2023
Date


University Representative

10/2/23
Date

Article: LOA: Paid Time Off Donation Bank (Update signatures and dates)

Letter of Agreement
Between
Michigan State University, The Employer
and
Michigan State University Administrative Professional Association, The Association

PAID TIME OFF DONATION BANK

The Association and the Employer agree to meet during the term of this Agreement for purposes of research and discussion of a paid time off donation bank policy.

FOR THE UNIVERSITY

FOR THE ASSOCIATION

Richard W. Fanning, Jr.,
Amy B. Holda, Interim Director
Office of Employee Relations

Maurice Koffman,
Martin E. McDonough, Chairperson
Administrative Professional Association

Date: _____

Date: _____

TENTATIVE AGREEMENT WAS REACHED ON 10/19/2023

Martine E. McFarland
Union Representative

10/30/23
Date

Amy B. Hilda
University Representative

10/30/23
Date

LOA: Health Related Emergency

Letter of Agreement
Between
Michigan State University, The Employer
And
Administrative Professional Association, The Association

Re: Health Related Emergency

The following values and principles form the foundation for the assumptions and decisions involved in MSU's health related emergency planning, and they will continue to guide the University and Administrative Professional Association through the management of an extended health related emergency:

- Protection and preservation of life (human, animal and plant) and essential research.
- Protection and preservation of the ability of the University to continue/resume its core missions.
- Minimization to the disruption in people's lives that occur with health-related emergencies and treatment of students and Employees with concern for the impact such events have on individuals.
- Open and sustained communication with the Association, students, Employees, other constituent audiences and the general public about the University's responses to health-related emergencies.

In the event of a declared national, State of Michigan or Michigan State University health related emergency, with notification to the Association, temporary layoffs of up to thirty (30) working days in a contract year may be scheduled without application of the layoff procedure of the Agreement.

- A. The Union and Employer shall meet in Special Conference as soon as possible, but no later than forty-eight (48) hours following the declaration of the emergency, and in subsequent meetings as needed, to discuss the impact such emergency may have on the bargaining unit.
- B. During such temporary layoffs Employees may use accrued vacation leave, personal leave and/or compensatory time to cover any or all of the period of temporary layoff.



**Human
Resources**

Employee Relations

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

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

- C. Other than the variances described above, all layoff provisions of Article 16 shall apply during and following such a declared health related emergency.
- D. This agreement shall not be used for constructive discharge.

For the Employer

For the Association

Richard W. Fanning, Jr., Director
Amy B. Holda, Interim Director
Office of Employee Relations

Maurice Koffman, Chairperson
Martin E. McDonough, President
Administrative Professional Association

Date _____

Date _____

TENTATIVE AGREEMENT WAS REACHED ON 10/02/2023


Union Representative

10/2/2023
Date


University Representative

10/2/23
Date

Article: LOA: Merit Pay Guidelines

Letter of Agreement
Between
Michigan State University, The Employer
And
MSU Administrative Professional Association, The Association

Re: Merit Pay Guidelines

The parties agree that the following guidelines shall be followed when making merit increase allocation recommendations.

Merit increase allocation recommendations should be based on objective performance-related criteria as much as possible; however, subjective judgments will have to be made. Following are steps you may follow to enhance consistency.

Step One

Consider each Employee's performance over the past year based on unit-designated criteria (made known to the Employee), including:

- Results achieved.
- Behaviors that relate to organizational success (e.g. teamwork, creativity, initiative, innovation – see Performance Development Program form for others).
- Overall productivity and work quality.

Your conclusions about performance should have previously been discussed with Employees through the appraisal process or thereafter. Summarizing key performance results may be useful in merit pay discussions with unit administrators and Employees.

Step Two

Where possible, group eligible staff into a few performance levels (e.g. exceptional, commendable, and competent) and construct a merit allocation guideline for the different performance levels. Merit allocation guidelines may be structured in a number of ways, including:

- Using percentages.
- Using flat dollar amounts.
- Recognizing performance/achievements of work teams.

Step Three

Determine merit pay allocations. It is important to understand that, regardless of the approach used, actual allocations will not be based on a fixed formula, since numerous factors will affect merit allocations, including:

- The spread of performance levels in a unit.
 - Whether some exceptional Employees have exceeded expectations.
 - The number of Employees in a unit.
- The following should not be considered in merit allocations:
- Eligibility for APL increases.
 - Age, race, gender, handicap, etc.

This should be
a bullet point
← "The spread ..."

Step Four

Communicate with Employees about the merit program. It is important to discuss the merit guidelines with Employees and unit administrators. This dialog should occur before the merit guidelines are received in the Employee's paycheck.)

Both the APA and the University place a high value on thorough communication about merit awards. The APA will monitor the merit program with regard to its effect on all members of the Association and will address questionable adjustments with Employee Relations.

Compliance with these guidelines shall be certified by the immediate supervisor and by anyone modifying the original recommendation on an individual Employee's merit raise.

On an annual basis, by June 1, the University or the APA may initiate a joint review of the Merit Pay Guidelines. Changes to the Merit Pay Guidelines may be made with the mutual agreement of the parties, but in no circumstances may the changes be made later than August 1 of that year.

This Letter of Agreement shall expire on September 30, ~~2023~~ **2027**.

FOR THE UNIVERSITY

FOR THE ASSOCIATION

~~Richard W. Fanning, Jr.,~~

~~Maurice Koffman,~~

Amy B. Holda, Interim Director

Martin E. McDonough, Chairperson

Office of Employee Relations

Administrative Professional Association

Date: _____

Date: _____

TENTATIVE AGREEMENT WAS REACHED ON 10/02/2023


Union Representative

10/2/2023
Date


University Representative

10/2/23
Date

Article: LOA: Paid Parental Leave

Letter of Agreement
Between
Michigan State University, The Employer
and
Michigan State University Administrative Professional Association, The Association

PARENTAL LEAVE

~~The Association and the Employer agree to meet during the term of the 2019-2023 Agreement for purposes of developing a paid parental leave program which will apply to full-time employees in the bargaining unit. The purpose of paid parental leave is to enable the Employee to care for and bond with a newborn or a newly adopted or newly placed child. Such program shall include the following provisions:~~

Effective Date

~~The program shall become effective with leaves commencing on or after January 1, 2021.~~

Eligibility

~~To be eligible for paid parental leave, employees must meet the following criteria:~~

- ~~• Have been continuously employed with Michigan State University for at least 24 consecutive months prior to commencement of the leave.~~
- ~~• Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.~~
- ~~• Be a full-time regular Employee (part-time, temporary employees and on call are not eligible for this benefit).~~
- ~~• Meet one of the following:
 - ~~○ have given birth to a child; or~~~~

- ~~have adopted a child under the age of 18, become a legal guardian, or become a foster parent of a child under the age of 18; or~~
- ~~are the spouse of a person who has given birth to a child; or~~
- ~~are the spouse of a person who has adopted a child under the age of 18, become a legal guardian, or become a foster parent of a child under the age of 18.~~
- This policy applies to a child that is newly added to the household through adoption, guardianship or foster care and not a child who is already a member of the household.
- An Employee will not receive more than four (4) weeks (or five (5) weeks for leaves commencing on or after January 1, 2022, or six (6) weeks for leaves commencing on or after January 1, 2023) of paid parental leave in any twelve-month period, regardless of whether more than one birth, adoption, guardianship or foster care placement occurs.

Amount, Time Frame, and Duration of Paid Parental Leave

- ~~Effective with leaves commencing on or after January 1, 2021:~~
~~Eligible Employees will receive a maximum of four (4) weeks of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of paid parental leave granted for that event. In addition, in no case will an Employee receive more than four (4) weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption, or foster care placement event occurs within that 12-month time frame.~~
- ~~Effective with leaves commencing on or after January 1, 2022:~~
~~Eligible Employees will receive a maximum of five (5) weeks of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than five (5) weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption, or foster care placement event occurs within that 12-month time frame.~~
- ~~Effective with leaves commencing on or after January 1, 2023:~~
~~Eligible Employees will receive a maximum of six (6) weeks of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than six (6) weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption, or foster care placement event occurs within that 12-month time frame.~~

- Paid parental leave is compensated at 100 percent of the employee's regular, straight time pay. paid parental leave will be paid on a monthly basis on regularly scheduled payroll dates.
- Parental leave is intended to be taken as a single, continuous block of time.
- Paid parental leave shall be taken within twelve (12) months of the qualifying event.
- Upon termination of the individual's employment at Michigan State University, they will not be paid for any unused paid parental leave for which they were eligible.

Coordination With Other Policies

- Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the family and medical leave policy for further guidance on the FMLA.
- Michigan State University will maintain all employer paid benefits for which Employees would otherwise be eligible during the paid parental leave period just as if they were taking any other University paid leave such as paid vacation leave or paid sick leave. Employees will remain responsible for any Employee premiums, contributions or other normally required costs.
- If a University holiday occurs while the Employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.
- An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the Employee is on paid parental leave as if the Employee were on FMLA-qualifying leave.

Requests for Paid Parental Leave:

- In cases of a birth an employee must submit a letter from a physician stating the projected delivery date.
- An Employee who will experience another qualifying condition for the use of parental leave must submit appropriate documentation of the grounds for the use of leave (e.g. date of placement or adoption).
- Employees will provide their supervisor and MSU Human Resources with notice of the request for leave at least 30 days prior to the proposed date of the leave. If the leave was not foreseeable, notice must be given as soon as possible.
- The University will develop forms and procedures for requesting a paid parental leave.

FOR THE UNIVERSITY

FOR THE ASSOCIATION

Richard W. Fanning, Jr., Director

Maurice Koffman, Chairperson

Date: _____

Date: _____

The University shall provide Paid Parental Leave including the components below. Please see University policy for further details and procedures.

Eligibility

- Have been continuously employed with Michigan State University, on a full-time basis, for at least 24 consecutive months prior to commencement of the leave
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin
- Be a full- time regular employee (part-time, temporary employees, and on call are not eligible for this benefit)
- Meet one of the following:
 - Be the parent of a newborn child and to care for the newborn child; or
 - Be the parent of a child under the age of 18, that is newly added to the household through adoption, legal guardianship, or foster care.
- This policy applies to a child that is newly added to the household through adoption, guardianship, or foster care and not a child who is already a member of the household. MSU reserves the right to require documentation to justify a newly added child.
- An employee will not receive more than six (6) weeks of paid parental leave in any twelve-month period, regardless of whether more than one birth, adoption, guardianship, or foster placement occurs.
- In situations where the University employs both parents of a newborn/adopted child as eligible support staff, each may have the stated amount of paid parental leave under this policy. Parents employed in the same department or unit should plan the timing of their leaves in consultation with the chairperson, school director, manager, supervisor, or dean.

General Information**Time Frame and Compensation:**

- Paid parental leave is compensated at 100 percent of the employee's regular, base pay. Paid parental leave will be paid on regularly scheduled payroll dates.
- Paid parental leave is intended to be taken as a single, continuous block of time.
- Paid parental leave shall be taken, and completed, within 12 months of the qualifying event.
- Paid parental leave must be used upon commencement of the leave, or for birthing parents, at the time of the birth. Other applicable quotas may be applied, following the paid parental leave, prior to the leave of absence becoming unpaid.
- Upon termination of the individual's employment at Michigan State University, she or he will not be paid for any unused paid parental leave for which she or he was eligible.

Coordination With Other Policies:

- Paid parental leave taken under this policy will run concurrently with leave under the Family and Medical Leave Act (FMLA); the time off will be counted toward the 12 weeks of available FMLA. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave, whether paid or unpaid, that is granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the family and medical leave policy for further guidance on the FMLA.
- Upon a child's birth, the birthing parent must begin a qualifying medical leave of absence by using available paid parental leave. Once paid parental leave is exhausted, the birthing parents may then use sick quotas. If sick quotas are exhausted, it is optional to use vacation, personal, or personal observance quotas prior to becoming unpaid.
 - If the birthing parent is placed on a medical leave of absence before the child's birth, then the birthing parent must begin a qualifying medical leave of absence by using available sick quotas. If sick quotas are exhausted, it is optional to use vacation, personal, and/or personal observance quotas prior to becoming unpaid, if the birthing parent has not yet given birth
 - If quotas are exhausted, and the birthing parent has given birth, then paid parental leave must be exhausted before beginning unpaid leave of absence.
 - Per MSU's sick time policy, birthing parents could qualify for an additional four (4) weeks of maternity leave. Sick leave quotas may not be used to cover this time; the

employee may use vacation, personal, personal observance, or unpaid time. Please see the support staff sick time policy for further details.

- Upon a child's birth, non-birthing parents, must begin their leave of absence by using paid parental leave. Once parental leave is exhausted, they may use family sick quotas. If family sick is exhausted, it is optional to use vacation, personal, and/or personal observance quotas, prior to becoming unpaid.
- Upon placement of a child via either adoption, guardianship, or foster care, parent must begin their leave of absence by using paid parental leave. Once parental leave is exhausted, they may use family sick, vacation, personal, and /or personal observance quotas, prior to becoming unpaid.
- Michigan State University will maintain all employer paid benefits for which employees are eligible during the paid parental leave period Employees will remain responsible for any employee premiums, contributions, or other required costs.
- If a university holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.
- An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee were on FMLA-qualifying leave.

Return To Work:

- MSU Human Resources or the department may require an employee to report periodically on his/her status and intent to return to work.
- An employee needs to notify MSU Human Resources in writing of return-to-work date at least two business days in advance but does not need to provide a note from health care provider.

FOR THE UNIVERSITY

Amy B. Holda, Interim Director
Office of Employee Relations

Date: _____

FOR THE ASSOCIATION

Martin E. McDonough, Chairperson
Administrative Professional Association

Date: _____

TENTATIVE AGREEMENT WAS REACHED ON 10/02/2023

Martin M. DeLuca
Union Representative

10/2/2023
Date

Amy B. Hilda
University Representative

10/2/23
Date

Article: LOA: Pool and Shadow Postings

Letter of Agreement

Between

Michigan State University, The Employer

and

Michigan State University Administrative Professional Association, The Association

POOL AND SHADOW POSTINGS

Upon request from the University, the Association agrees to negotiate over the use of "pool and shadow postings" during the time this contract is in effect. A pool posting is a posting that will have multiple openings behind a single main posted vacancy. A shadow posting is a posting with multiple grade level openings behind a single main posted vacancy and candidates selected for the hire are placed into the most appropriate classification and grade level based on their education, years of experience, and other relevant factor(s) considered when making the hire.

FOR THE UNIVERSITY _____ FOR THE ASSOCIATION _____

Richard W. Fanning, Jr., Director _____ Maurice Koffman, Chairperson

Office of Employee Relations _____ Administrative Professional Association

Date: _____ Date: _____

MICHIGAN STATE UNIVERSITY

Letter of Agreement
Between
Michigan State University, The Employer
And

The Michigan State University Administrative Professional Association, the Association

As a result of discussion between the Parties, the following Letter of Agreement (the "Agreement") has been reached between Michigan State University (the "University"), the Administrative Professional Association (the "Association").

1. The Association agrees to withdraw APA Grievances **APA-02-22, APA-03-22, and APA-02-23** upon the ratification of the Tentative Agreements for the successor collective bargaining agreement.
2. If the APA membership does not ratify the Tentative Agreements and the parties are unable to independently settle APA Grievances **APA-02-22, APA-03-22, and APA-02-23** and decide to arbitrate any of these matters, neither party will introduce the language agreed-upon in collective bargaining for the 2023-2027 successor agreement as evidence of any interpretation of the prior collective bargaining agreement's language.
3. This Agreement is without precedent.



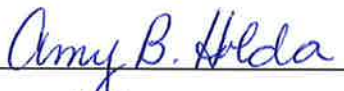
Human Resources

Employee Relations

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

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

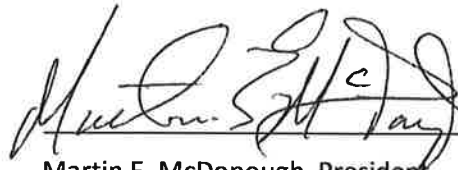
FOR THE UNIVERSITY



Amy B. Holda, Interim Director
Office of Employee Relations

Date 10/30/23

FOR THE UNION



Martin E. McDonough, President
Administrative Professional Association

Date 10/30/23