

Memorandum of Understanding
Between
Michigan State University,
And
Local 274 IATSE

WHEREAS, the parties acknowledge and agree that neither Michigan State University (hereinafter “the University” or “the Employer”) nor the Local 274 IATSE (hereinafter “the Union”) is under any obligation to engage in mid-contract term negotiations or discussions but at the request of the University, the Union voluntarily agreed to undertake such discussions;

WHEREAS, the parties acknowledge and agree that the coronavirus/COVID-19 pandemic health and economic conditions constitute unforeseen circumstances requiring emergency response;

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

NOW THEREFORE, as a result of discussions between the Parties, the following is hereby agreed as an addition to the Collective Bargaining Agreement between Michigan State University and the Local 274 IATSE (“the Union”). The Union and the University agree this Memorandum of Understanding is part of the parties’ collective response to the coronavirus/COVID-19 pandemic and will not set precedent in any other matter.



**Human
Resources**

Employee Relations

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1. The University may temporarily place any regular employee on an unpaid furlough for up to six (6) months commencing on or after May 20, 2020. All unpaid furloughs under this Memorandum of Understanding must end as of December 31, 2020. April 1, 2020 shall be used to define a regular employee’s unit, and classification for the purpose of this Memorandum of Understanding.
 - a. The University may select regular employees to be placed on furlough based on operational needs, including financial exigency or lack of work which is expected to be temporary, which are caused by, or related to, the coronavirus/COVID-19 health crisis as follows:
 - b. The University shall honor regular employee requests to volunteer to be placed on an unpaid furlough unless operations do not allow for that regular employee to be placed on an unpaid furlough. In such a case, the University shall provide a written statement of the reasons for its decision to the regular employee and the Union.
 - c. The selection of regular employees to be placed on unpaid furlough status shall be based on those regular employees:

- i. within a unit (as defined in paragraph 118 of the Administrative Professional Association's 2019 to 2023 Collective Bargaining Agreement) and
 - ii. within the effected classification.
- d. Where capability to perform the work remaining is equal, the Employer will follow these priorities within a unit (as defined in paragraph 118 of the Administrative Professional Association's 2019 to 2023 Collective Bargaining Agreement) and within the effected classification that is affected by unpaid furloughs:
 - i. Regular employees with short service before regular employees with long service.
- e. The University may not select a regular employee for unpaid furlough for reasons that would constitute discrimination against any protected classification recognized by law or University policy, including those who have engaged in concerted protected activity under Michigan's Public Employment Relations Act.
- f. The University shall provide seven (7) calendar days' notice before placing any regular employee on an unpaid furlough. Such notice shall include reason for the furlough, effective date of the furlough, benefits received during the furlough, the anticipated date the regular employee is to return from the furlough (if known), a contact person regarding the furlough and the return along with information on how to obtain unemployment. This notice may be provided electronically, and the information may be provided through a link or other reference to information available on the internet. A copy of the notices shall simultaneously be provided to the Union via email.
- g. Unpaid furloughs shall be commenced at the start of the regular employee's work week and shall end at the end of a regular employee's work week.
- h. An unpaid furlough is intended to last at least thirty (30) calendar days and may not be used to rotate (toggle) regular employees between unpaid furlough and active status whether on daily, weekly or monthly basis. A regular employee on an unpaid furlough may be required to perform one (1) week of work during a furlough due to pressing operational needs. The regular employee shall be paid for this work.
- i. The University shall not utilize any individual from a temporary service/agency to replace a furloughed regular employee during any period of time when that regular employee is on unpaid furlough.
- j. Students shall not be used to replace a furloughed regular employee during any period of time when that regular employee is on unpaid furlough.
- k. Regular employees who are provided layoff notices during the period of April 30, 2020 through May 20, 2020 or date of ratification

whichever is later shall have their status converted to unpaid furlough effective upon ratification.

2. The University will continue health insurance, employer-paid life insurance and dental benefits for those regular employees in benefits eligible positions who are placed on unpaid furlough for up to six months. Such coverage will be subject to regular employee enrollment and eligibility. Regular employees will be required to make any contributions as required prior to the regular employee's placement on unpaid furlough.
 - a. In recognition of the provisions of the MSU/Coalition Health Care Agreement, for purposes of determining the Base Wage Factor Average, the following will apply to the calculation:
 - i. The health care costs of regular employees on unpaid furlough will be counted in the Health Care Cost Experience used as the numerator of the calculation.
 - ii. The total number of regular employees on unpaid furlough will be counted as part of the total eligible used in the denominator of the calculation.
 - b. The continuation of health care under this Memorandum of Understanding shall only apply to those specifically placed on an unpaid furlough under this Memorandum of Understanding.
3. Regular employees shall not be required to use or permitted to use accrued leave time when placed on unpaid furlough. Regular employees placed on unpaid furlough shall maintain their leave time while on unpaid furlough. Any unused personal time for fiscal-year 2019-2020 shall be paid out to a regular employee placed on unpaid furlough prior to June 30, 2020 which such payment to be made prior to July 31, 2020.
4. Regular employees placed on unpaid furlough will not have access to any payments attributed to being laid-off, including severance payments, Layoff Transition Adjustment Payments, or the payment of unused sick, personal or vacation time. Regular employees may access such payments if the furlough is turned into a permanent layoff as described in paragraphs 8 and 10 below.
 - a. Regular employees who elect to resign employment with the University during an unpaid furlough will be paid for accruals (compensatory time, vacation and portions of sick time as described in the applicable collective bargaining agreement) as if they resigned from active employment.
 - b. Regular employees who elect to retire from the University during an unpaid furlough will be paid for accruals (compensatory time, vacation and portions of sick time as described in the applicable collective bargaining agreement) as if they retired from active employment.
5. Regular employees on an unpaid furlough will continue to accrue University and bargaining unit seniority towards longevity, educational assistance, course fee courtesy and, if the regular employee is eligible, time toward the

University's contribution for retirement health care. Regular employees on an unpaid furlough will not accrue vacation, sick leave or vacation service months. Regular employees who are placed on an unpaid furlough prior to July 1, 2020 shall receive the full allotment of personal time for fiscal year 2020-2021 upon return to work or July 1, 2020 whichever is later. Only one allotment of twenty-four (24) hours of personal time may be received for any fiscal year. Regular employees who are placed on an unpaid furlough will maintain their same anniversary/progression date before being placed on an unpaid furlough and receive their anniversary/progression raise upon return. Time on an unpaid furlough shall not be used against regular employees in future evaluations and merit pay considerations.

6. The University shall have the right to recall regular employees from an unpaid furlough within an effected unit (as defined in paragraph 118 of the Administrative Professional Association's 2019 to 2023 Collective Bargaining Agreement) that was affected by unpaid furloughs and within the effected classification. The University may recall a regular employee from furlough earlier than the duration (if known) that was previously provided to the regular employee. It is understood that the position to which a regular employee is recalled may involve different duties, hours, and supervision.
 - a. The University shall recall regular employees on the following basis:
 - i. Regular employees with long service (seniority) before regular employees with short service (seniority).
 - ii. The University may not make this selection for reasons that would constitute discrimination against any protected classification recognized by law or University policy, including those who have engaged in concerned protected activity under Michigan's Public Employment Relations Act.
 - b. Regular employees shall have seven (7) calendar days to report back for duty after recall or shall be deemed to have resigned. In exceptional cases, or because of a serious health condition, or the regular employee is caring for a family member with a serious health condition, the regular employee may request an additional seven (7) calendar days before reporting to work. The University shall have the right to refuse such a request, but a request shall not be refused for reasons that are arbitrary, capricious or discriminatory. A refusal to accept the recall to an offered position shall also be deemed to be a resignation.
7. Regular employees on unpaid furlough shall not be entitled to any recall or by-pass rights under applicable CBAs but may apply for open jobs as an internal candidate. Any recall/by-pass rights shall be forfeited if the regular employee voluntarily accepts another position at the University.
8. An unpaid furlough may be transformed into a permanent layoff by providing the regular employee the layoff notice required under the applicable

collective bargaining agreement. The regular employee will then have all rights (seniority selection for layoff, payouts, etc.) as would otherwise apply under the applicable collective bargaining agreement. If the person selected for layoff under applicable contractual provisions is already on an unpaid furlough, the University may choose to satisfy the notice period by paying that regular employee for the length of the notice period without returning the regular employee to duty. Time spent on an unpaid furlough shall not count towards the layoff notice period.

9. Regular employees who are not returned to work after being on unpaid furlough for six (6) months shall be deemed to have been notified of permanent layoff at the end of said six (6) month period, and the Union will receive notification of all such regular employees who are not returned to work.
 - a. A regular employee shall then have any rights (seniority selection for layoff, payouts, etc.) as would otherwise apply under the applicable collective bargaining agreement.
 - b. If the person selected for layoff under applicable contractual provisions is already on an unpaid furlough, the University may choose to satisfy the notice period by paying that regular employee for the length of the notice period without returning the regular employee to duty.
10. The University agrees not to challenge any non-fraudulent filing for unemployment benefits for any person placed on an unpaid furlough under this Agreement.
11. The parties agree they have fully negotiated the above terms and the Union will not pursue any grievance, arbitration demand, complaint, charge, lawsuit, or challenge of any type raising issues addressed above. Provided, however, a grievance may be used for enforcement of the terms of this MOU. Provided, further, the Union or any furloughed employee are not precluded from filing a grievance or ULP based on Section 1.e. or 6.ii. above.

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

- a. the decision, and effects thereof, not to implement the University's policy concerning modified operations;
 - b. decisions to, and effects thereof, requiring or not allowing employees to report for work; and
 - c. decisions to, and effects thereof, requiring employees to use accumulated time or prohibiting such use.
12. If the Federal or State government enacts any law after the execution of this agreement which impacts the terms of this Memorandum of Understanding, the parties will meet and discuss the effects.

13. The parties agree that on-call employees are not eligible for the furlough process as outlined in this agreement nor are on-call employees entitled to any of the benefits provided by this agreement.
14. The parties agree the terms of this agreement are unique to the situation presented by the global coronavirus/COVID-19 pandemic and shall not set any form of precedent in any other matter.

FOR THE EMPLOYER



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

Date: May 27, 2020

FOR THE FOR UNION



Matt Woolman, Business Representative
Local 274 IATSE

Date: 6/9/2020