

Memorandum of Understanding  
Between  
Michigan State University  
And  
Clerical-Technical Union of Michigan State University

WHEREAS, the parties acknowledge and agree that neither Michigan State University (hereinafter "the University" or "the Employer") nor the Clerical-Technical Union of Michigan State University (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;

WHEREAS, the parties intend for this Memorandum of Understanding to extend to June 30, 2021, the terms of the Memorandum of Understanding on furloughs executed on May 26, 2020 as agreed to by the parties herein;

NOW THEREFORE, as a result of discussions between the Parties, the following is hereby agreed between Michigan State University and the Clerical-Technical Union of Michigan State University. The Union and the University agree this Memorandum of Understanding (MOU) is part of the parties' collective response to the coronavirus/COVID-19 pandemic and will not set precedent in any other matter.

Further, the parties agree that this MOU shall extend the May 26, 2020 MOU from December 31, 2020 to June 30, 2021 as follows:

1. The University may temporarily place or continue any employee on unpaid furlough(s) commencing on or after May 10, 2020, or date of ratification, whichever is later. All unpaid furloughs under this MOU must end as of June 30, 2021. The University shall select the employees to be placed on furlough based on operational needs, including financial conditions 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:
  - a. The University shall honor employee requests to volunteer to be placed on an unpaid furlough unless operations do not allow for that 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 employee and the Union.

Employees who volunteer to be placed on unpaid furlough status may waive the seven (7) calendar days' notice before being placed on the unpaid furlough. (See Paragraph 1(g) below).

- b. Probationary Employees within a department (as the term "department" is used in Article 2.XI and Article 18 of the parties' 2019 to 2023 Collective Bargaining Agreement) and within a primary work location that is affected by unpaid furloughs and within the affected classification, shall be furloughed before an employee with seniority is furloughed provided the seniority employee is capable of performing the work. The probationary period for unpaid furloughed probationary employees shall be extended following recall by the number of working hours remaining prior to recall.
- c. The selection of employees to be placed on unpaid furlough status shall be based on inverse order of seniority among employees:
  - i. within a department (as the term "department" is used in Article 2.XI and Article 18 of the parties 2019 to 2023 Collective Bargaining Agreement) **and**
  - ii. within primary work location that is affected by unpaid furloughs **and**
  - iii. within the affected classification.
- d. Where selection by inverse seniority is not possible, the University shall document the reasons in writing and provide a copy to the Union.
- e. Bumping and bypass provisions shall not apply to selection of employees for unpaid furlough.
- f. The University may not select an 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.
- g. The University shall provide seven (7) calendar days' notice before placing any employee on unpaid furlough(s) except as provided in paragraph 1(a) above. Such notice shall include reason for the furlough, effective date of the furlough, benefits received during the furlough, the anticipated date the 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.
- h. Unpaid furloughs shall be commenced at the start of the employee's work week and shall end at the end of an employee's work week.
  - i. Unpaid furlough(s) are intended to last at least thirty (30) calendar days and may not be used to rotate (toggle) employees between unpaid furlough and active status whether on a daily, weekly or monthly basis. If mutually agreeable, an employee on an unpaid furlough may perform one (1) week of work during a furlough due to pressing operational needs. The employee shall be paid for this work.
  - j. Students shall not be used to replace a furloughed employee during any period of time when that employee is on unpaid furlough.
  - k. Employees who are provided layoff notices during the period of October 1, 2020 through the date of full ratification shall have their status converted to unpaid furlough effective upon ratification.
2. The University shall not utilize, hire or rehire any temporary employee, on call employee, individual from a temporary service/agency to replace a furloughed employee during any period of time when that employee is on unpaid furlough.
3. The University will continue health insurance, employer-paid dental insurance, course fee courtesy and educational assistance for those employees in benefits eligible positions who are placed or continue on unpaid furlough. The University will continue basic life insurance benefits for those employees in benefits eligible positions who are placed on unpaid furlough for the first 180 days. Such coverage will be subject to employee enrollment and eligibility. If an employee placed on or continuing on furlough longer than thirty (30) days wishes to change health plans as a result of being placed on or continuing on furlough, the employee will be eligible to change health plans.
- a. Employees will be required to make any contributions as required prior to the employee's placement on unpaid furlough.
  - b. While on furlough, an employee may maintain optional (employee-paid) benefits by paying the full amount of the premium cost.

- c. The continuation of health care, dental insurance, and life insurance under this MOU shall only apply to those specifically placed on or continuing on an unpaid furlough under this MOU and not to those who have already been laid-off or who are on other forms of leave, paid or unpaid.
4. Employees shall not be required or permitted to use accrued leave time when placed on or continuing on unpaid furlough. Employees placed on or continuing on unpaid furlough shall maintain their leave time while on unpaid furlough. However, any unused personal time for fiscal-year 2020-2021 shall be paid out to an employee placed on unpaid furlough prior to June 30, 2021 with such payment to be made prior to July 31, 2021.
5. Employees placed on or continuing on unpaid furlough will not have access to any payments attributed to being laid off, including the payment of unused sick, personal or vacation time. Employees may access such payments if the furlough is turned into a layoff as described in paragraphs 9 and 11 below.
  - a. 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 current collective bargaining agreement) as if they resigned from active employment.
  - b. 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 current collective bargaining agreement) as if they retired from active employment.
6. The following will also apply to employees on an unpaid furlough:
  - a. Employees on unpaid furlough will continue to accrue University and bargaining unit seniority and, if the employee is eligible, time toward the University's contribution for retirement health care. Employees on an unpaid furlough will not accrue vacation or sick leave. Employees will accrue Full-Time Equivalent (FTE) Service Months towards educational assistance and course fee courtesy eligibility but not vacation service months.
  - b. Employees who are placed on or continue on an unpaid furlough and did not receive an allotment of personal leave for the fiscal year 2020-2021 shall receive a full allotment upon return to work provided they return no later than April 30, 2021.

- c. Employees who are placed on or continue 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.
7. The University via written notice shall have the right to recall employees from an unpaid furlough within an affected department (as the term "department" is used in Article 2.XI and Article 18 of the parties' 2019 to 2023 Collective Bargaining Agreement) and within the primary work location that was impacted by the unpaid furlough and within the affected classification. It is understood that the position to which an employee is recalled may involve different supervision and, where operationally necessary, may involve different duties and/or hours. A copy of the notices shall simultaneously be provided to the employee and the Union via email.
- a. The University shall select the employees to be recalled from an unpaid furlough within the area described above by seniority who are capable of performing the work. Seniority employees shall be recalled on the basis of ability to perform the work and the reason for any deviation from seniority shall be documented by the department and a copy of the documentation shall be provided to the Union.
  - b. The University will not use temporary furloughs or the recall procedures of this MOU to eliminate bargaining unit positions.
  - c. The University may not fail to recall an employee 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.
  - d. The 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 employee is caring for a family member with a serious health condition, the employee may request additional time 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 a position offered pursuant to paragraph 7 of this MOU shall also be deemed to be a resignation

- e. The University shall have the right to rescind a recall within seven (7) calendar days of issuing the recall notice to the employee. If a recall is rescinded, the employee shall remain on furlough.
8. An employee on unpaid furlough shall not have bypass rights but may apply for open jobs as an internal candidate. Employees who voluntarily accept another position with the University waive their rights to recall or bypass.
9. An unpaid furlough may be transformed into a layoff by providing the employee with a forty-five (45) calendar day written layoff notice and a copy to the Union via email. If individuals receive layoff notices during the term of this MOU, health care, dental and life insurance shall be maintained through the end of the month in which the forty-five (45) calendar day period expires and wages shall be paid for the forty-five (45) calendar day period. The parties agree that payment of wages and continuation of health care and other benefits is for the purpose of this MOU and shall not set any form of precedent nor be referenced in any other proceeding between the parties. The employee will then have all rights (seniority selection for layoff, bumping, payouts, etc.) as would otherwise apply under the current collective bargaining agreement. An individual employee cannot be on furlough and layoff status in the same time period.
- a. An employee who has received notice of layoff shall have the ability to "bump" lower seniority employees, including those on temporary unpaid furlough.
  - b. If the person selected for layoff under applicable contractual provisions is already on an unpaid furlough, the University may choose to pay that employee as indicated above without returning the employee to duty and the employer will make its normal contribution toward the cost of the health care, dental and life insurance through the end of the month in which the forty-five (45) calendar day period expires. While on layoff, the employee may maintain optional (employee-paid) benefits by paying the full amount of the premium cost.
  - c. Time spent on an unpaid furlough shall not count towards the period when an employee may be subject to layoff as provided under this MOU.
  - d. An employee who is notified of a layoff under the terms of the Collective Bargaining Agreement shall have layoff rights for up to two (2) years from

the effective date of the layoff as provided in the Collective Bargaining Agreement.

10. Unless renewed or extended in accordance with the collective bargaining agreement, any limited-term or temporary employee whose scheduled end of employment occurs during a furlough, will be considered to have been terminated due to the expiration of their term of employment and will be entitled to applicable provisions set forth in the current collective bargaining agreement. Written notice shall be provided to the employee and the Union in such a case.
  
11. The status of employees who are not returned to work by June 30, 2021 after being on unpaid furlough may be transformed into a layoff by providing the employee with a forty-five (45) calendar day written layoff notice and a copy to the Union via email. If individuals receive layoff notices during the term of this MOU, health care, dental and life insurance shall be maintained through the end of the month in which the forty-five (45) calendar day period expires and wages shall be paid for the forty-five (45) calendar day period. The parties agree that the payment of wages and continuation of health care and other benefits is for the purpose of this MOU and shall not set any form of precedent nor be referenced in any other proceeding between the parties. The employee will then have all rights (seniority selection for layoff, bumping, payouts, etc.) as would otherwise apply under the current collective bargaining agreement. An individual employee cannot be on furlough and layoff status in the same time period.
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  - c. Time spent on an unpaid furlough shall not count towards the period when an employee may be subject to layoff as provided under this MOU.

- d. An employee who is notified of a layoff under the terms of the Collective Bargaining Agreement shall have layoff rights for up to two (2) years from the effective date of the layoff as provided in the current collective bargaining agreement.
12. The University agrees not to challenge any non-fraudulent filing for unemployment benefits for any person placed on or continuing on an unpaid furlough under this MOU.
  13. If any support staff union (AFSCME Local 1585, APA, APSA, POAM, SSTU, IATSE Local 274 or IUOE Local 324) is granted Employer-paid health insurance during a period of layoff (and said grant of Employer-paid health insurance during a period of layoff is beyond their normal policy or contract terms) and said union (or Unions) has not (or have not) entered into an Agreement similar to this MOU, which modified terms of employment, CTU employees shall be granted the same amount of paid health care during a period of layoff *in addition* to that granted in this MOU during an unpaid furlough.
  14. The Union agrees to withdraw and/or waive any grievance, arbitration demand, complaint, charge, lawsuit, or challenge of any type raising any issues concerning bargaining the terms above accruing prior to ratification on this agreement.

The Union reserves the right to challenge the interpretation and application of the provisions of this MOU.

The Union further agrees to withdraw and/or waive any grievance, arbitration demand, complaint, charge, lawsuit, or challenge of any type that arose prior to ratification of this agreement raising any alleged obligation to bargain over:

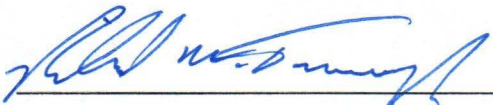
- a. the decision, and effects thereof, not to implement the University's policy concerning modified operations;
- b. decisions to, and effects thereof, requiring or not allowing employees to report for work;
- c. decisions to, and effects thereof, requiring employees to use accumulated time or prohibiting such use;
- d. and/or any decisions to, and effects thereof, the implementation of any federal, state county or local law, rule regulation or order related to the coronavirus and/or COVID-19.



15. The parties agree the terms of this MOU 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.
  
16. Implementation of this MOU is subject to ratification by the CTU membership and the University.

FOR THE EMPLOYER

FOR THE UNION



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



Debra J. Bittner, President  
Clerical-Technical Union of MSU

Date: 12/12/20

Date: 11/24/20