

**AGREEMENT BETWEEN  
MICHIGAN STATE UNIVERSITY**

**S**

**AND  
EXTENSION UNITED LOCAL 1855  
ACADEMIC STAFF**



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FEBRUARY 26, 2026 - FEBRUARY 28, 2029

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## TABLE OF CONTENTS

|   |    |
|---|----|
| PURPOSE AND INTENT .....  | 1  |
| ARTICLE 1 RECOGNITION .....                                     | 1  |
| ARTICLE 2 AGREEMENT .....                                       | 1  |
| ARTICLE 3 MANAGEMENT SECURITY .....                             | 2  |
| ARTICLE 4 TERMINATION AND MODIFICATION .....                    | 2  |
| ARTICLE 5 SCOPE OF THE AGREEMENT .....                          | 3  |
| ARTICLE 6 DISTRIBUTION OF COLLECTIVE BARGAINING AGREEMENT ..... | 4  |
| ARTICLE 7 NON-DISCRIMINATION .....                              | 4  |
| ARTICLE 8 HEALTH AND SAFETY .....                               | 4  |
| ARTICLE 9 UNION RIGHTS .....                                    | 4  |
| ARTICLE 10 EMPLOYER RIGHTS .....                                | 6  |
| ARTICLE 11 UNION DUES AND REPRESENTATION FEES .....             | 8  |
| ARTICLE 12 SPECIAL CONFERENCES .....                            | 9  |
| ARTICLE 13 GRIEVANCE DEFINITION AND PROCEDURE .....             | 10 |
| ARTICLE 14 FILLING OF VACANCIES .....                           | 14 |
| ARTICLE 15 PROBATIONARY PERIOD .....                            | 14 |
| ARTICLE 16 PERFORMANCE MANAGEMENT .....                         | 14 |
| ARTICLE 17 CAREER PROGRESSION .....                             | 15 |
| ARTICLE 18 DISCIPLINARY ACTION AND DISMISSAL .....              | 17 |
| ARTICLE 19 WORK LOCATION .....                                  | 17 |
| ARTICLE 20 MEDICAL DISPUTES .....                               | 18 |
| ARTICLE 21 REDUCTION IN FORCE .....                             | 18 |
| ARTICLE 22 COMPENSATION PROGRAMS .....                          | 19 |
| ARTICLE 23 BENEFIT ELIGIBILITY .....                            | 20 |
| ARTICLE 24 HEALTH CARE COVERAGE .....                           | 21 |
| ARTICLE 25 DENTAL PLAN .....                                    | 22 |
| ARTICLE 26 INSURANCE PROGRAMS .....                             | 22 |
| ARTICLE 27 RETIREMENT PLAN BENEFITS .....                       | 23 |
| ARTICLE 28 POST-RETIREMENT BENEFITS .....                       | 23 |
| ARTICLE 29 HOLIDAYS .....                                       | 24 |
| ARTICLE 30 PERSONAL OBSERVANCE .....                            | 24 |
| ARTICLE 31 ANNUAL LEAVE .....                                   | 24 |
| ARTICLE 32 STUDY LEAVE .....                                    | 25 |
| ARTICLE 33 TUITION ASSISTANCE .....                             | 25 |
| ARTICLE 34 SHORT-TERM AND LONG-TERM DISABILITY .....            | 25 |
| ARTICLE 35 PARENTAL LEAVE .....                                 | 25 |
| ARTICLE 36 BEREAVEMENT LEAVE .....                              | 25 |
| ARTICLE 37 JURY DUTY .....                                      | 26 |

|  |    |
|--|----|
| ARTICLE 38 FAMILY AND MEDICAL LEAVE ACT (FMLA) ..... | 26 |
| EFFECTIVE DATE .....                                 | 27 |
| APPENDIX I.....                                      | 29 |
| INDEX.....   | 30 |

## **PURPOSE AND INTENT**

The purpose of the Agreement is to establish the terms and conditions of employment for the Employees covered. It is the intent and purpose of the parties that this Agreement provides for cooperative relations between Employer and Employees.

It is expressly understood and agreed by the parties that this Article does not establish any rights for any party, is not subject to the grievance or arbitration procedures of the Agreement and may not be relied on in support of a grievance or other action.

The parties recognize the interest of the Employer, and job security of the Employees depends upon the success in supporting the University's land-grant mission of serving and working with the public, partner groups, and the communities served. This success depends on the support of the State of Michigan, federal and county governments, and sponsored funding agencies.

To these ends, the Employer and the Union encourage, to the fullest degree, cooperative relations between their respective representatives at all levels and among all Employees. The parties are mutually committed to promoting respect, civility, teamwork, and empowerment in the workplace.

## **ARTICLE 1 RECOGNITION**

### **I. Employees covered**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all Employees of the Employer including all full-time and regular part-time Extension Employees classified as Faculty and Academic Staff (AS) of all ranks and working titles in the following job classifications:

- A. Conservation Associate
- B. Conservation Scientist
- C. Extension Educator
  - \*Senior Extension Educator
- D. Extension Specialist
  - \*Senior Extension Specialist

### **II. Employees Excluded**

All confidential Employees, casual Employees, managerial Employees and supervisors as defined by the Public Employment Relations Act and all other Employees.

*\*Senior status is a promotion title.*

## **ARTICLE 2 AGREEMENT**

- I. This Agreement entered this 26 day of February 2026, between the Board of Trustees of Michigan State University (hereinafter referred to as the "Employer") and the Michigan State

University Extension United Academic Staff/UNTF/AFT Local 1855 (hereinafter referred to as the "the Union") according to MERC Case 24-L-1983-RC.

- II. The Union will furnish Employee and Labor 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 Union advised as to its representatives.
- III. 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 Union.
- IV. 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.

### **ARTICLE 3 MANAGEMENT SECURITY**

- I. The parties of this Agreement mutually recognize that the services performed by Employees covered by this Agreement are services essential to the efficient operation of the University. The Union, through its officials, will not cause, instigate, support or encourage, nor shall any Employee take part in, any concerted action against or any concerted interference with the operations of the Employer, such as the failure to report for duty, the unexcused absence from work, the stoppage of work, or the failure, in whole or in part, to fully, faithfully and properly perform the duties of employment.
- II. The Union recognizes that strikes by public Employees are prohibited by Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965 as amended, and agrees that it will comply with said Act.
- III. If the Employer gives notice to the Union to end conduct in violation of Section I. above, of an illegal action under PERA is occurring, the Union shall work to address the situation immediately to end such conduct and will request Employees to cease and desist.
- IV. The Employer reserves the right to take action as permitted under law in the event of an Employee or Union action that violates this Article.
- V. The Employer agrees that during the life of this Agreement there will be no lockout.

### **ARTICLE 4 TERMINATION AND MODIFICATION**

- I. This Agreement shall continue in full force and effect until 11:59 p.m., February 28, 2029.
- II. If either party desires to terminate this Agreement, it shall, at least sixty (60) days, but no earlier than one hundred eighty (180) days, prior to the termination date, give written notice of termination. If notice of termination of this Agreement has been given in accordance with this paragraph, the parties shall make every effort to begin meeting not later than thirty (30) days following the receipt of the notice by the other party.

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 at least sixty (60)

days but no more than one hundred eighty (180) days written notice prior to the current year's termination date.

- III. If either party desires to modify or change this Agreement, it shall, at least sixty (60) days, but no earlier than one hundred eighty (180) 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 termination of this Agreement has been given in accordance with this paragraph, the parties shall make every effort to begin meeting not later than thirty (30) days following the receipt of the notice by the other party.

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.

- IV. Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail with a copy sent electronically, addressed to the Union and if to the Employer, addressed to the Director of Employee and Labor Relations or to any such address as the Union or the Employer may make available to each other.

## **ARTICLE 5 SCOPE OF THE AGREEMENT**

- I. This Agreement represents the entire agreement between the Employer and the Union.
- II. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Policies, procedures, and practices now existing, not raised in the bargaining process and not in conflict with this Agreement, will remain in effect unless modified by management, in which case the Union will have the opportunity to respond or negotiate with respect to potential impact on terms and conditions of employment for Employees.
- III. In the event that any provision of this Agreement in whole or in part is declared to be illegal, void or invalid by any court having jurisdiction over the matter at issue or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement and in such event the remainder of the Agreement shall continue to be binding upon such parties hereto. The Employer and the Union, at the request of either party, shall enter into negotiations for the purpose of arriving at a satisfactory replacement for such provision.
- IV. Any agreement or agreements which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Union. This Agreement terminates all prior agreements and understandings between the parties.
- V. No provision of this Agreement shall be changed, modified or amended in any way unless such change, modification or amendment is agreed to in writing between the Employer and the Union.

**ARTICLE 6  
DISTRIBUTION OF COLLECTIVE BARGAINING AGREEMENT**

The Employer agrees to maintain a copy of this Agreement in a location on its website which shall be accessible to Employees.

**ARTICLE 7  
NON-DISCRIMINATION**

- I. The Employer and the Union shall adhere to the non-discrimination policies adopted by the Board of Trustees and to applicable federal, state, and local non-discrimination laws and regulations.
- II. The parties agree that this Agreement shall be applied without unlawful discrimination on the basis of age, color, gender (including gender identity and gender expression), genetic information, disability status, ethnicity, height, marital status, national origin, political persuasion, race, religion, sex (including pregnancy, sexual orientation), military or veteran status, or weight.
- III. Any Employee(s)' claims of employment discrimination shall be handled exclusively by and through the Office of Civil Rights (OCR) Investigation, Support and Resolution (ISR) investigation process and/or the appropriate State or Federal agencies, or through appropriate judicial proceedings.

**ARTICLE 8  
HEALTH AND SAFETY**

The University and the Union shall cooperate for the purpose of eliminating accidents and health hazards. The University shall make reasonable provisions for the safety and health of its Employees while carrying out their assigned responsibilities. The University, the Union, 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 the Union agree to meet and discuss, within three (3) business days of the Union's request, any health and safety concern through the provisions of the Special Conference, Article 12.

**ARTICLE 9  
UNION RIGHTS**

- I. Union-Employer Business  
The Union's designated representatives will be permitted to transact official business with appropriate representatives of the Employer at mutually agreeable times provided that they follow regular Employer procedures. These meetings shall be during regular business hours and advance notice of their presences to the supervisor concerned and such visits shall not be disruptive to the Employer's operation.
- II. Union Meetings  
The Union may request to schedule periodic meetings to conduct Union business on MSU designated work spaces, subject to customary charges, and location availability. Requests for such space shall be processed through regular Employer procedures. Other facilities or equipment, such as computing, audiovisual if available, will also be accessible at customary charges, if any.
- III. Employee Information

When the Employer deems necessary, a reasonable charge may be assessed to the Union for informational materials requested under statute.

IV. Current Bargaining Unit List

At a regular time each month the Employer shall furnish to the Union a list of Employees in the bargaining unit. This list will include the following:

- A. Personal ID
- B. Personnel Number
- C. ZPID
- D. First and Last Name in separate columns
- E. Organizational Code
- F. Organization Name
- G. Job Title
- H. MSU Email
- I. Personal Email if available
- J. MSU extension address (Address Line 1)
- K. Office Address (Address Line 2)
- L. Work City
- M. Work State
- N. Work Zip Code
- O. Off Campus Work Location
- P. Home Address
- Q. Home City
- R. Home State
- S. Zip Code
- T. Home Phone Number
- U. Continuous Service Date
- V. Annual Salary
- W. Employment Percentage
- X. End Date for Employees on term limited appointments

V. Union Information

The Union shall notify the Employer of the names of its officers and representatives and the address to be used for written correspondence to the Union.

VI. Website

The Employer shall provide the Union's contact information, including its website address, and a working and reasonably visible Internet link to this Agreement on the Employer's Human Resources website.

VII. Union Release Time

In order to promote collaboration and problem solving in the mutual interests of both the Union and the Employer, the Employer will provide for up to two (2) members of the Extension United Academic Staff Union who sit on the UNTF executive board, release time as necessary to investigate grievance(s) and potential grievances they are discussing or have discussed with Employer, after receiving permission from the supervisor and the employing unit human resources to do so. Release time should not exceed ten (10) hours per month, collectively, without prior approval. The executive board member must be an Employee of MSU and within the bargaining unit and covered by this collective bargaining agreement in order to receive release time.

In order for any member of the Union's executive board to receive additional paid release time, the Union must submit a written request for the release at least five (5) working days in advance or as soon as reasonably possible to Employee and Labor Relations and MSU Extension Human Resources and be approved.

#### VIII. Bargaining Team

The Union shall provide the bargaining team members' names to Employee and Labor Relations and MSU Extension Human Resources in writing thirty (30) days prior to bargaining commencing. The initial bargaining team may be subject to change. Employee members of the bargaining team will be paid by the Employer for time spent in negotiations with the Employer for the hours they would have otherwise worked on their regular work schedule. The bargaining unit shall have no more than four (4) members released at any given time without prior approval of the Employer.

#### IX. Union Activity

Neither the Employer nor the Union shall discriminate against, intimidate, restrain, coerce, or interfere with an Employee because of, or with respect to, her or his lawful Union activities, including participation in a grievance, or membership, or the right to refrain from such activities or membership. In addition, there shall be no discrimination against any Employee in the application of the terms of this Agreement because of membership or non-membership in the Union or an Employee's duties as a Union official.

### **ARTICLE 10 EMPLOYER RIGHTS**

- I. The Employer and the Union expressly agree that, except as abridged by this Agreement, all powers, rights, and authority of the Employer are reserved by the Employer, and that the Employer retains sole and exclusive control over any and all matters concerning the operation, management, and administration of the University, the control of its properties and the maintenance of order and efficiency of the workforce, and complete authority to exercise those rights and powers, including, by way of illustration but not by way of limitation, the exclusive right and authority:
  - A. to determine the type, kind, and schedule of services to be rendered, the work to be performed by Employees, and the organizational structure, including the number and locations of Employees.
  - B. to make all financial decisions, including decisions concerning all accounting, bookkeeping, and other record keeping methods and procedures;
  - C. to determine the number, location, or relocation of facilities, buildings, and rooms;
  - D. to determine its organizational and business structure;
  - E. to determine whether to discontinue work and whether to purchase services from others;

- F. to determine the necessity for work by Employees;
  - G. to discipline, suspend, or discharge Employees for just cause;
  - H. to make offers of appointment. Offers of appointment may only be extended by the employing unit. There is no presumption of reappointment beyond the term of appointment;
  - I. to eliminate a position or relieve Employees from duty because of lack of work, lack of funds or for other business reasons deemed appropriate by the Employer;
  - J. to determine the amount and type of supervision;
  - K. to determine program or course content, style, and mode of instruction;
  - L. to determine the method, schedule, and means by which work shall be performed and services provided;
  - M. The Employer may require Employees to have a fitness-for-duty examination;
  - N. to have any work performed at any other location.
- 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, reassign, transfer, and promote Employees;
  - B. to determine the number and qualifications of Employees;
  - C. to maintain, adopt, and enforce policies, rules, and regulations, covering health and safety matters on the Employers' premises, in the performance of University-related activities, and at University-sponsored activities;
  - D. to determine quality and performance standards;
  - E. to determine the allocation and assignment of work to Employees;
  - F. to determine job content;
  - G. to establish new job classifications and modify and eliminate existing classifications;
  - H. to determine all policies, procedures, rules, and regulations;
  - I. establish and change work schedules and change hours or work;
  - J. to determine and require appropriate training;
  - K. to take all necessary actions to carry out the Employer's mission in emergencies, such as a public health emergency, attack, extreme weather, or other natural disaster; and
  - L. to perform all other functions inherent in the administration, management, and control of the Employer.
- III. No action taken by the Employer with respect to an inherent Employer right, including those expressly stated herein, shall be subject to the grievance or arbitration procedure unless the exercise thereof violates an express written provision of this agreement.
- The above enumeration of Employer rights is not exhaustive, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the Employer.
- IV. 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 Union will be notified of its determination in writing. At the Union's request, the parties will meet to discuss the reasons for the determination, and the Union may offer

suggestions and make recommendations. Thereafter the Employer shall have the right to implement its decision.

- V. The Employers' failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

## **ARTICLE 11 UNION DUES AND REPRESENTATION FEES**

### **I. General Terms**

- A. During the term of this Agreement, the Employer will deduct current Union dues or representation fees from the salary of each Employee who voluntarily elects and authorizes such deduction by using a payroll deduction authorization form/membership card. New individual authorizations must be submitted electronically to the Employer's payroll office by Union on or before the last calendar day for each month and will be effective for deductions in the following month.
- B. The Employer (appointing unit) shall within fifteen (15) calendar days following the offer of an appointment or the start of the employment period, whichever is later, inform each new Employee of their representation by the collective bargaining unit and will provide a payroll deduction authorization form/membership card link. Such payroll deduction authorization form/membership card link shall be mutually agreed upon by the parties and provided to the Employer by the Union. Thereafter the payroll deduction authorization form/membership card/link will be available to all Employees through the HR website.
- C. The Employer will deduct Union dues or representation fees on a monthly basis from the salary of Employees who have authorized a deduction. An Employee may revoke their payroll deduction authorization at any time by submitting notice on the "Authorization to Discontinue Union Dues or Service Fee Deductions Form" and sending it to the Employer's payroll office electronically and the Union office. Such revocation will be processed within thirty (30) days of receipt by the payroll office.
- D. The amount or rate of the deductions shall be certified to the Employer in writing by the Union's financial officer. The Employer shall implement any changes in the certified deduction amount as soon as possible, but in no case later than sixty (60) days after notification by the Union. There shall be no retroactive processing for Union dues or fee changes.
- E. The Employer will remit all deductions to the Union electronically by Automated Clearing House (ACH) transfer, for each month that dues or fees were deducted within twenty (20) days after the payday covering the pay period of the deduction. At the same time, the Employer will provide the Union with a list of all Employees from whose pay dues or fees have been deducted. This list shall be alphabetical and contain the name of the Employee, the MSU-Person ID and ZPID of the Employee, the amount deducted from each Employee's pay and whether this amount represents dues or fees unless doing so violates law, in which case information shall be anonymous. This list will be provided by the Employer in a mutually agreed to format. The Union shall provide the Employer with a Dues and Representation Fee Discrepancy Report listing under-deductions within twenty (20) working days following the receipt of the sums and the lists of names described above. The Employer shall review the Dues and Representation Fee Discrepancy Report and

make all appropriate adjustments to payroll deductions as early as feasible, but no later than the second subsequent payday. In cases where a deduction is made that duplicates a payment already made to the Union by an Employee, or where a deduction is not in conformity with the dues and fee structure of the Union, refunds to the Employee shall be made by the Union.

- F. Dues and fees shall be calculated and withdrawn from Employees who have authorized a deduction on any applicable salary received for the month.
- G. When an Employee who has a payroll deduction authorization form/membership card on file with the Employer payroll office ceases to be in the bargaining unit, the dues and fees deduction under this Agreement shall cease, and the authorization to deduct dues and fees under this Article shall cease.
- H. The Union shall indemnify and hold harmless the Employer from any and all claims, demands, suits and other forms of liability, or judgments brought or issued against the Employer by reason of action taken or not taken by the Employer for the purpose of complying with this Article.
- I. There shall be no discrimination against any Employee in the application of the terms of this Agreement because of membership or non-membership in the Union.
- J. The Employer will notify the Union 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.

## II. Union Membership Dues

If the Employee desires to voluntarily join the Union, the Employee shall complete the payroll deduction authorization/membership card, check the membership box and submit it to the Union office.

## III. Representation Fees

If the Employee does not desire to join the Union but voluntarily agrees to pay a representation fee, the Employee shall complete the payroll deduction authorization/membership card for representation fees, check the representation fee box and submit it to the Union office.

## IV. Option to Not Tender Dues or Representative Fees

If an Employee does not desire to join the Union or pay a representation fee, the Employee does not need to complete the payroll deduction authorization/membership card.

## **ARTICLE 12 SPECIAL CONFERENCES**

### I. Purpose

Special conferences may be arranged upon the request of either party for the purpose of maintaining orderly labor-management relations pursuant to the specific terms and conditions of this agreement.

### II. Agenda

An agenda of the matters to be considered at the conference, together with the names of the conferees representing the requesting party, shall be submitted at the time the conference is requested or scheduled, and all parties shall attend the conference prepared to discuss those items. The conference shall be scheduled within fourteen (14) calendar days of the submission of an agenda.

III. Non-Grievance/Negotiations Forum

- A. It is expressly understood that this special conference provision is not to be used as a grievance procedure or substitute for or subject to the grievance procedure; nor shall it be used as a negotiation forum. However, this does not prohibit the discussion of grievances or items of concern to the parties in the interpretation and enforcement of this agreement.
- B. Any matter discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of this agreement, or the rights of either the Employer or the Union under the terms of the agreement.

IV. Representatives

Such conferences shall be between representatives of the Employer and up to a maximum of four (4) representatives of the Union. More may attend by mutual agreement of the parties.

**ARTICLE 13  
GRIEVANCE DEFINITION AND PROCEDURE**

I. The primary purpose of this procedure is to secure, at the lowest level possible, a solution to Employee grievances.

II. 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 Union, if the resolution is not inconsistent with the terms of this Collective Bargaining Agreement now in effect and provided that the Union has been given opportunity to be present.

III. Definition of Grievance

- A. A grievance shall be defined as a written notice of dispute, concerning the interpretation, application and alleged violation of any of the terms of this Agreement. It shall specify the date of the alleged violation(s), the specific section(s) of the Agreement involved, and it shall specify a remedy sought.
- B. It is understood and agreed that no dispute is subject to the grievance procedure and arbitration if the matter is not specifically covered by this Agreement.

IV. Individual Grievance

Any Employee having a dispute over the interpretation or application of the terms of this Agreement shall present the grievance to the Employer in the manner described below. Individual grievances shall be signed by the affected Employee and by a Union Representative.

V. Group Grievance

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 substantially the same as they relate to all Employees in the identified group. In the event that Employees have a group grievance, the Union Representative shall submit the grievance on behalf of all affected Employees. Group grievances shall be signed by at least one affected Employee and a Union Representative. Group grievances should be initiated at Step 1 of the grievance procedure.

VI. Union Grievance

When the Union alleges a violation of a contract provision in which the aggrieved party is the Union itself, the Union shall submit its grievance at Step 2. Union Grievances shall be signed by a Union Representative.

VII. Written Grievance Steps

The following procedure shall be the sole and exclusive means for resolving grievances under this Agreement.

A. Informal Step

1. An Employee or one designated member of a group of Employees, may take the complaint up with the immediate supervisor or employing unit designee within fourteen (14) calendar days of the alleged incident(s) or violation(s) of this Agreement. At the Employee's option, a Union representative may be present during any discussion with the supervisor or employing unit designee in an effort to resolve the complaint.
2. The informal process shall not be included in, nor shall it toll, the time limits within which the Step 1 formal grievance must be presented as set forth below in the Written Grievance Steps.
3. Any informal resolution of a grievance shall be deemed to be non-precedent setting.

B. Step 1

1. If a grievance raised by an Employee or group of Employees is not resolved informally, the Employee or Employees must reduce the grievance to writing and present it to the immediate supervisor or designated employing unit representative within fourteen (14) calendar days after its alleged occurrence or fourteen (14) calendar days after the Employee should reasonably have been aware of the events giving rise to the grievance, whichever is later.

The grievance shall set forth the facts, including the alleged date(s) of the violation(s), the provisions of this Agreement that are alleged to have been violated, and the remedy desired. The grievance shall not be considered submitted until the immediate supervisor or designated employing unit representative receives the written grievance.

2. The immediate supervisor or designated employing unit representative will schedule a meeting with the grievant and the Union Representative within fourteen (14) calendar days from the day the written grievance was received. The grievance hearing will be held within a reasonable time thereafter. The immediate supervisor or designated representative will then answer the grievance in writing within fourteen (14) calendar days from the meeting at which the grievance was discussed.

C. Step 2

1. For grievances filed at Step 1, if the answer from the immediate supervisor is not satisfactory, the grievant(s) shall submit an appeal within seven (7) calendar days of the receipt of the Step 1 answer to Employee and Labor Relations, indicating the reasons why the written answer of the immediate supervisor or designated employing unit representative was unsatisfactory.
2. A group or individual grievance initially filed at Step 2 must be filed within seven (7) calendar days after the alleged occurrence of the event(s) giving rise to the grievance or seven (7) calendar days after the grievant should reasonably have been aware of the events giving rise to the grievance, whichever is later.
3. Upon receipt of a Step 2 grievance, Employee and Labor Relations will schedule a meeting between the grievant, the Union Representative, and the representatives designated by the Employer within seven (7) calendar days from the date the appeal is received to discuss the grievance. Additional attendees may be present by mutual consent of the parties. The Vice Provost for Faculty and Academic Staff Affairs or

designee will then answer the grievance in writing within seven (7) calendar days from the date of the meeting at which the grievance was discussed.

## VIII. Arbitration

### A. Step 3

1. If the Step 2 answer from Employee and Labor Relations is unacceptable to the Union, settlement may be determined by a decision of an arbitrator selected by the parties. The Union will notify Employee and Labor Relations within seven (7) calendar days after the receipt of the Step 2 answer if the Union wishes to appeal the grievance to arbitration by filing a demand for arbitration with Employee and Labor Relations.
2. Following the written notice, the Employer and the Union shall attempt to select an arbitrator. If an arbitrator is not selected within five (5) calendar days of the written notice, the Union within the next ten (10) calendar days, may request the American Arbitration Association (AAA) to administer the process of selecting an arbitrator. The arbitrator shall not be affiliated with the University/Employer, the Union, the Michigan Federation of Teachers and School Related Personnel, or the American Federation of Teachers. In the event the parties jointly select an arbitrator, the filing party shall contact the named arbitrator within ninety (90) calendar days to schedule the arbitration. Arbitrations in which an arbitrator is not contacted by the filing party within ninety (90) calendar days of arbitrator selection shall be withdrawn.
3. The Arbitrator will be requested to issue their decision within thirty (30) calendar days after the conclusion of testimony, argument and submission of briefs. The decision of the Arbitrator will be final and binding on all parties, and judgment therein may be entered in any court of competent jurisdiction.
4. Excluded from arbitration are disputes and unresolved grievances concerning merit increase decisions and those matters provided for in provisions on Probationary Employees, Filling Vacant Positions, Evaluations, Counseling Memos and classification/reclassification of positions.
5. The fees and approved expenses of an arbitrator will be borne equally by the Employer and the Union. Upon request of either the Employer or the Union or both, a transcript of the hearing shall be made and furnished to the arbitrator with the Employer and the Union having an opportunity to purchase their own copy. The party requesting the transcript shall bear the costs of any reporter and the cost of the arbitrator's copy unless it is mutually requested. In such case, such costs shall be shared equally.
6. The rules of the AAA shall apply to all arbitration hearings.
7. The use of a court reporter will be permitted at the request of either party. The cost of the court reporter will be paid by the party requesting the court reporter. A copy of the transcript will be provided without cost to the party not requesting the court reporter.

### B. Arbitrator's Power

1. The arbitrator's authority shall be limited to determining whether the Employer has violated arbitrable provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement. To the extent that the Employer's action is based upon academic judgement, the arbitrator shall have no authority or jurisdiction to substitute their judgement for that of the Employer and its agents. The arbitrator shall have no power to substitute their discretion for that of the Employer or the Union where such

discretion has been retained by the Employer or the Union, nor shall they exercise any responsibility or function of the Employer or the Union, nor shall they impose on either party a limitation or obligation not explicitly provided for in this Agreement.

2. The jurisdiction and authority of the arbitrator and their opinion and award shall be confined exclusively to the interpretation and/or application of the express provisions of this Agreement at issue between the Union and the Employer.
3. Where either party challenges the jurisdiction of the arbitrator, a hearing will be held to determine whether the arbitrator does have jurisdiction before the hearing can be held on the merits. The arbitrator shall have no authority in any circumstances to award back pay or any other monetary relief for any period of time which pre-dates twenty-one (21) calendar days from the date the grievance is filed, nor shall the arbitrator award back pay or other monetary relief which is greater than the grievant would have been entitled to if there had been no violation.
4. The arbitrator shall have no authority to establish wage and salary scales, to change any wage or salary rate, or change classification descriptions except as otherwise provided in this Agreement.
5. The arbitrator shall have no authority to reinstate a grievant, but only to award applicable monetary damages. Computation of back wages or benefits, if appropriate, must include offsets for unemployment compensation, Workers Compensation, and wages and benefits earned with other employers during the computation period.
6. If a grievance is appealed to arbitration and the arbitrator finds no authority to rule on such case, the matter shall be returned to the parties without decision or recommendation on the merits of the case.

#### C. Finality of Decisions

The arbitrator's decision shall be final and binding upon the Union and its members, the Employee or Employees involved, and the Employer, provided, however that either party retains all legal rights to challenge arbitration decisions thereof where such action is beyond the power of the arbitrator or where the award was procured by fraud, misconduct, or unlawful means.

#### IX. Other Provisions

- A. Failure of the grievant to appeal a decision within the specified time limits shall be considered settled on the basis of the Employer's last answer and not be subject to further review. Failure of the Employer to render a decision on a grievance within the specified time limits shall permit its appeal by the grievant to the next step per the timelines established for moving the grievance to the next level.
- B. Steps of the grievance procedure may be waived or modified in writing and by mutual agreement of both parties. The Union and/or grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.
- C. The Union Representative may represent the Employee at all steps of the grievance procedure. An alternative Union Representative shall be designated by the Union to act in the absence of the Union Representative.
- D. There shall be no reprisal against any Employee for filing a grievance under this Agreement.

**ARTICLE 14  
FILLING OF VACANCIES**

The recruitment of applicants and the method of filling vacant positions is at the discretion of the Employer.

- I. Posting for any bargaining unit position will be in accordance with the Employer's policies and procedures.
- II. The Employer may utilize pool postings. A pool posting is a posting that will have multiple openings behind a single main posted advertisement for a vacancy.
- III. An Employee who applies for a bargaining unit position and meets the minimum qualifications shall be considered to move forward in the selection process.
- IV. An Employee will be given reasonable time off from their job for the purpose of interviewing for another University position. Arrangements must be made in advance with their supervisor.
- V. Candidates who are not selected shall be notified and released from the selection process as soon as administratively feasible.

**ARTICLE 15  
PROBATIONARY PERIOD**

- I. Employees shall serve a twenty-four (24)-month probationary period beginning at the time of hire as a new Employee with the University, or initial entry into the bargaining unit from other University employment. Probationary Period will be clearly stated in the offer letter.
- II. The Employer reserves the right to certify successful conclusion of the probationary period.
- III. The Union 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 grievance or arbitration procedures. Notice of termination of a probationary Employee shall be sent to the Union at the time of the termination.

**ARTICLE 16  
PERFORMANCE MANAGEMENT**

Performance management in MSU Extension is intended to support strong performance and promote professional growth of MSU Extension academic staff Employees. Performance Evaluation and Formal Counseling are intended to clearly communicate expectations and guide Employees regarding required performance and/or conduct. Performance Evaluation review and counseling shall not be considered discipline and are not subject to the grievance process.

- I. Performance Evaluation
  - A. Written performance reviews shall be conducted at least once per evaluation cycle. A copy of the written review shall be provided to the Employee.
  - B. An appropriate unit administrator or designee shall discuss the review with the Employee.
  - C. The Employee will have an opportunity to submit a written response to the evaluation. A copy of the evaluation and any response will be placed in the Employee's personnel file.
- II. Formal Performance Counseling
  - A. The parties recognize that supervisors periodically discuss and review work performance with Employees. Such discussions are not investigations but opportunities to evaluate and

discuss Employee performance and, as such, are the prerogative and responsibility of the Employer. An Employee shall not have the right to a Union Representative during such performance discussion or review.

- B. When in the judgment of the Employer, formal counseling is necessary, it may be conducted at any time by an appropriate supervisor. Formal counseling may include a review of applicable standards and policies, expected performance, and a reasonable time period established for correction and review. A written summary (Formal Counseling Memo) of formal counseling will be prepared and provided to the Employee. Unless the result of the Formal Performance Counseling leads to a Corrective Action Plan, this summary will not go into the Employee's official personnel file.

### III. Corrective Action Plan

- A. A supervisor may evaluate the performance of an Employee and issue a Corrective Action Plan at any time. The Employee will have a right to Union representation at the meeting to discuss the Corrective Action Plan.
- B. Corrective Action Plans shall be preceded by formal counseling.
- C. A Corrective Action Plan (CAP) is a formal, written agreement that specified necessary improvements to address performance or conduct issues previously identified through a formal counseling memo. CAP outlines specific, observable tasks or behaviors, and establishes timebound markers of progress, including a completion date and time.
- D. Corrective Action Plans are considered discipline, in accordance with the Disciplinary Action and Dismissal, Article 18, and may form the basis for additional discipline, up to and including termination.

## **ARTICLE 17 CAREER PROGRESSION**

MSU Extension provides a career progression path for all actively employed academic staff. These processes are optional.

At each level, a promotion recommendation requires a robust review of the academic staff member's demonstrated effectiveness in their role, including but not limited to long-term sustained impact and performance in the area of expertise at the time of application.

All new hires start on a fixed-term one-year appointment in accordance with the Employer's fixed-term appointment policy. Employees have the option of applying for promotion.

### Promotional Path

#### I. Advanced Status (Step II)

##### A. Eligibility

MSU Extension academic Employees can apply for promotion to an advanced Extension title after attaining sixty (60) months of continuous service and holding a master's degree

##### B. Process

During a defined period each year, eligible academic Employees may submit a portfolio for review by MSU Extension Leadership. Portfolio submission guidelines will be made available to eligible Employees. The MSU Extension Director's Office will review available information and make a determination regarding promotion status.

##### C. Advanced Status

The portfolio shall demonstrate continued growth and progression since entry into the position, including the progress an MSU Extension academic staff member has made in understanding their role; development of the requisite, progressive skills and competencies to carry out their role; scholarship; short-term impacts, and progress toward long-term impacts to support the goals of the unit and MSU Extension.

Upon successful completion of the advanced status process, the Employee will receive a three (3) year fixed-term appointment and the promotional increment described in Compensation Programs, Article 22, and a title change.

II. Senior Status (Step III)

A. Eligibility

MSU Extension academic staff with Advanced Status who are able to demonstrate long-term, sustained excellence throughout their career.

B. Process

During a defined period each year, eligible Advanced Status academic Employees may submit a portfolio packet for Senior Status which shall include a portfolio, potential peer-assessors, and presentation topic for a seminar. A Peer-Review Committee will review the portfolio, peer-feedback, and presentation and submit a recommendation regarding promotion to the MSU Extension Director's Office. The MSU Extension Director's Office will review available information and make a determination regarding promotion status. Promotion to senior status will include evaluation of long-term, high-level sustained performance in the applicant's role, not merely time in position.

C. Senior Status

The portfolio shall demonstrate the continued growth and progression an MSU Extension academic staff member has made since obtaining Advanced status. A Senior status portfolio submission should demonstrate long-term sustained impacts, scholarship outcomes, and grant proficiency and other external funding acquisition. Additionally, a Senior status portfolio demonstrates significant plans for furthering the work based on historic data and outcomes and a plan for continued development of programming into the future in support of the goals of the unit and MSU Extension.

Upon successful completion of the senior status process, the Employee will receive a five-year fixed-term appointment. The Employee will also receive the promotional increment described in Compensation Programs, Article 22, and a title change.

III. Completion of any level of career progression is not a guarantee of ongoing employment and provides no additional assurances, nor does it alter, in any manner, conditions of employment beyond the terms and conditions of the respective Employee's fixed-term or other applicable agreement.

IV. Employees with continuing status will maintain continuing status when advancing through career progression.

V. Appeal Process

If an Employee believes that the Application Process has been violated, the violation of the process may be grieved in accordance with the grievance procedures. The determination regarding the promotion status is not subject to the grievance procedure

**ARTICLE 18  
DISCIPLINARY ACTION AND DISMISSAL**

- I. The parties recognize the authority of the Employer to discipline and dismiss Employees for just cause. Discipline may be for misconduct or unsatisfactory performance.
- II. Discipline for misconduct may include a written warning, written reprimand, and suspension with or without pay.
- III. Discipline for unsatisfactory performance may include a Corrective Action Plan. A Corrective Action Plan, as referenced in Performance Management, Article 16, is equal to an unpaid suspension.
- IV. Dismissal is the termination of employment, initiated by the Employer, for misconduct or unsatisfactory performance.
- V. If the Employer determines that an investigative meeting which may result in disciplinary action is necessary, the Employee may request the presence of a Union representative. The Employer must, if requested by the Employee, allow reasonable time for the Employee to arrange to have Union representation.
- VI. The Employer will inform the Employee of 1) the subject of the discussion prior to the investigative interview and 2) their right to Union representation.
- VII. If requested, an Employee will be allowed to hold a pre-interview conference with a Union representative.
- VIII. In the event that an Employee is disciplined or dismissed by written notice, a copy of the notice shall be distributed to the Union at the time it is given to the Employee, and a copy shall be placed in the Employee's official personnel file. Such written notice shall outline the reasons for the disciplinary action or dismissal.
- IX. When an Employee is disciplined or dismissed, they will be allowed to discuss the action with a Union representative.
- X. Grievances Concerning Discipline
  - A. Should the Employee consider the disciplinary action or dismissal without just cause, it shall be appealed as a grievance within fourteen (14) 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 1 of the grievance procedure, whereas all other types of disciplinary action shall be submitted at Step 2. Failure to submit a written grievance within the time limits shall constitute a waiver of all claims concerning such disciplinary action or dismissal.
  - B. Notwithstanding the above, the discipline or termination of an Employee serving a probationary period shall not be subject to the grievance procedure.
  - C. Formal Counseling memos and annual performance evaluations shall not be considered discipline and as such, shall not be subject to the grievance procedure.

**ARTICLE 19  
WORK LOCATION**

- I. Each Employee will be assigned a primary office to work from. The parties recognize that MSU Extension is a forward-facing, community-based organization and being present in communities is at the core of MSU Extension's mission. Community-based roles require flexibility and adaptability to carry out the duties and responsibilities of their positions. Employees will conduct programming and participate in work which requires they perform duties away from their primary

office. Examples include, and are not limited to, internal county, district and/or institute meetings; external partner, collaborator, programming meetings; trainings and events.

- II. In accordance with Employer policy, Employees may request that work typically performed from their primary office be performed at an alternative work location. The level of flexibility within positions will vary based on individual job responsibilities, tasks, and location. These requests will not be unreasonably denied.
- III. The Employer may assign an Employee's primary office as remote or an alternative work location.

## **ARTICLE 20 MEDICAL DISPUTES**

- I. In the event that the Employer has a reasonable, objective belief that an Employee is unable to perform the essential functions of his or her job duties or if the Employee poses a direct threat to the health and safety of themselves or others because of a physical or mental health condition, the Employee will be required to submit to a medical examination that is job-related and consistent with business necessity. If the Employer requires such a medical examination, the Employee shall be given notice in writing of the reasons for requiring the examination. All such medical examinations shall be performed by a certified and qualified physician, psychiatrist, or psychologist of the Employer's choosing. The Employer shall pay all costs associated with any such examination.
- II. If the Employee is not satisfied with the determination of the Employer's physician, the Employee may submit a report from a medical provider of their own choosing at their own expense.
- III. The Employer, with reasonable belief, may place an Employee on paid leave of absence pending the above review.
- IV. The Employer reserves the right to require any Employee returning from FMLA leave or disability-related leave to submit to a medical examination consistent with state and federal law.

## **ARTICLE 21 REDUCTION IN FORCE**

- I. A reduction in the workforce, including position eliminations and involuntary reduction in full-time equivalent (FTE), may be necessary at any time as a result of adverse financial circumstances; reallocation of resources; reorganization of administrative structures, programs, or functions; or curtailment or abolishment of one or more programs or functions; shortage of work; a material change of duties; or other business reasons as deemed necessary by the Employer.
- II. When circumstances warrant elimination of a position or involuntary reduction in FTE, the Employee shall be notified in writing at least sixty (60) days prior to the effective date of separation or change to reduction in FTE. Notification shall include the reason for the reduction in force. A copy of the notice will be sent to the Union.
- III. An Employee whose position has been eliminated shall receive interviews for positions within the bargaining unit, for which they are qualified and have applied, which may arise within the period of one year from the date the position was eliminated.
- IV. Employees appointed with continuing status shall align with the provisions in the employing unit's policy on Management of the Legacy Continuing Employment System.

**ARTICLE 22  
COMPENSATION PROGRAMS**

- I. Minimum Full-Time Salary:
  - A. Effective October 1, 2026, is \$60,000.00
  - B. Effective October 1, 2027, is \$60,600.00
  - C. Effective October 1, 2028, is \$61,206.00
- II. General Increase
  - A. Upon ratification of this contract, and as soon as administratively feasible, all Employees shall receive a lump sum payment equal to 1% of their base pay at the time of ratification subject to the following provisions:
    - 1. The payment shall be in the form of a one-time payment of 1% of the Employee's base pay salary at the time of ratification, less applicable deductions. The bonus/supplemental income tax deductions will apply.
    - 2. The payments shall not be added to base compensation.
    - 3. The payments will not be subject to withholding and university contribution for the 403(b) base retirement program.
  - B. The Employer will provide a one-time base pay increase on September 30, 2026, bringing the minimum base pay for applicable Employees up to \$60,000.
  - C. Effective October 1, 2026, all eligible Employees shall receive a 2% increase to their base pay.
    - 1. Eligibility: Employees must have been appointed on or before January 1st of the applicable year.
- III. Merit Pool Increase

Effective October 1, 2027, a merit pool equivalent to 2% of the eligible Employees' annualized wages will be established for distribution.

Effective October 1, 2028, a merit pool equivalent to 2% of the eligible Employees' annualized wages will be established for distribution.

  - A. Merit pay shall be made in accordance with the following unit guidelines for the distribution of merit increases:
    - 1. Exceeds: no less than a 2.0% increase
    - 2. Meets: no less than a 1.25% increase
    - 3. Partially Meets: no less than a 0.5% increase
    - 4. Does Not Meet: no less than a 0.25% increase
  - B. All remaining funds in the merit pool shall be distributed in totality to eligible bargaining unit members, in addition to the above increases, effective October 1<sup>st</sup> of the applicable year.
  - C. Eligibility: Employees must have been appointed on or before January 1<sup>st</sup> of the applicable year.
- IV. The Employer may pay special increases during the contract year.
- V. Career Progression

Upon successful completion of the advanced and/or senior status process, as described in Career Progression, Article 17, the Employee will receive a promotional base pay increment. The increment will be prorated based on an Employee's FTE.

- A. Advanced Status \$3,000
- B. Senior Status \$3,500

VI. Salary Adjustment for Conferral of a Degree

Employees who receive their first terminal degree or hold an advanced degree, above the degree requirement for their current position, relevant to their work assignments, will be awarded a base pay salary increase of \$5,000; the increase will be prorated based on an Employee's FTE. This benefit will only be applied one-time per applicable degree during the course of employment. Increases will be made in accordance with the Employer's policies.

**ARTICLE 23  
BENEFIT ELIGIBILITY**

I. Benefit Eligibility

Employees who are employed at least 50% time for nine (9) months or longer shall be eligible for benefit consideration. Coverage begins in accordance with Employer policy. If enrollment does not occur within the required 30-day period, the Employee must wait for the next annual open enrollment period.

II. Proportional Benefits

Part-time (50-89.9%) Employees receive an Employer contribution based on the percentage of employment as shown below; the remainder of the premium is taken as a payroll deduction. Benefits for which Employees are eligible but where there is no Employer contribution (such as, but not limited to retirement eligibility) shall be apportioned as shown below:

- A. 50% - 64.9% employment - 50%
- B. 65% - 89.9% employment - 75%

III. Full-time Equivalent (FTE) Service Months

A. 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 Employer benefits that require a service waiting period.

B. FTE service months will be credited each month as follows:

- 1. 1.00 credit per month for full-time (90-100 percent) Employees
- 2. .75 credit per month for 3/4 time (65-89.9 percent) Employees
- 3. .50 credit per month for 1/2 time (50-64.9 percent) Employees

IV. 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.

V. Termination of Benefits

In case of termination of benefits, benefits will be affected as follows: Health, dental, Employer-paid life, Employee-paid life, and accidental death and dismemberment coverages will continue in force until the end of the month of termination of active employment or transition to benefit-eligible status.

Coverage under the health and/or dental plans may be continued in accordance with the Consolidate Omnibus Reconciliation Act (COBRA) of 1986.

VI. Changes in Benefits Programs

The Union waives its right to bargain over changes or amendments in health care, prescription drug and dental benefit coverage and/or eligibility criteria to bargaining unit. Employees for the life of this Agreement provided:

- A. Any health care, prescription drug, and dental benefit coverage and/or eligibility criteria for bargaining unit Employees mirrors the coverage and/or eligibility criteria offered to campus-based academic staff and faculty of the University.
- B. The Employer shall provide at least two (2) week's notice to the Union of any changes in the health care plans.

**ARTICLE 24  
HEALTH CARE COVERAGE**

The Employer shall provide health insurance coverage for eligible Employees during the term of this Agreement. The Employer reserves the exclusive right to determine, modify, or amend the design, structure, and administration of the health insurance plans offered, including but not limited to coverage levels, deductibles, co-payments, provider networks, and other plan features. Any changes shall be applied uniformly to all similarly situated Employees. The Employer agrees to notify the Union in advance of any material changes to the plan design.

Participation in health plan coverage is optional for full-time and part-time Employees. Health care coverage is available under a Preferred Provider Organization (PPO), a Health Maintenance Organization (HMO), or a High-Deductible Health Plan (HDHP) with a Health Savings Account (HSA).

All Employees with a health plan are automatically enrolled for prescription drug coverage at no extra cost.

I. Coverage

An eligible Employee may enroll themselves, their spouse or MSU recognized Other Eligible Individual (OEI), and their eligible dependents.

A. Dependents

- 1. Covered on the health/prescription insurance until the end of the calendar year they turn age 26.
- 2. Eligible dependents include child, stepchild, adopted child, or eligible foster child (which only goes to age 18).
- 3. Parents or other relatives over age 26 can be covered, provided IRS dependent guidelines are met, by purchasing a Sponsored Dependent Rider through payroll deduction.

The Employer requires that spouses or MSU Recognized Other Eligible Individuals (OEI) eligible for health plan coverage through another employer with an annual Employee premium cost as determined by MSU must enroll in that employer's coverage in order to enroll/maintain coverage through MSU.

II. Premiums

Health care premiums are adjusted annually. Employees contribute a designated portion of the premium cost. The Employer contributes the balance of the premium for full-time Employees

and makes a proportional contribution based on the percentage of employment for part-time Employees; the remainder of the premium is taken as a payroll deduction. Payroll deductions for health plan premiums are withheld on a pre-tax basis (before federal, state, city, and social security taxes are calculated).

- A. The Employer may offer a high-deductible health plan (HDHP). The Employee contribution is 7% of the illustrative premium.
  - 1. The Employer will contribute at least \$750 each year into the HSA for any full-time Employee who selects the High-Deductible Plan and the Employer will make a proportional contribution based on the percentage of employment for part-time Employees.
- B. The Employer may offer a Health Maintenance Organization (HMO). The Employee contribution is 14% of the illustrative premium.
- C. The Employer may offer a Preferred Provider Organization (PPO). The Employee contribution is 14% of the illustrative premium, plus the difference between the HMO and the PPO. The Employer's financial obligation shall not exceed the premium cost of the HMO health plan.

#### **ARTICLE 25 DENTAL PLAN**

- I. Regular bargaining unit Employees will be provided a base dental program.
- II. Regular bargaining unit Employees may have the option to select a managed care dental plan.
- III. Regular bargaining unit Employees may have the option to select a dental buy-up plan.
- IV. These programs will be provided by an insurance carrier selected by MSU. These benefits will be provided consistent with the carrier's conditions and procedures.
- V. Employees who elect a premium plan shall be responsible for the additional premium cost, which shall be paid through payroll deduction. The Employer's financial obligation shall not exceed the premium cost of the Base Dental Plan.
- VI. Election of coverage shall occur during the Employer's annual open enrollment period or within thirty (30) days of a qualifying event as defined by the plan.
- VII. Employer contributions are pro-rated for less than full time employment in accordance with Employer policy.
- VIII. Employer contributions for Employees on leave of absence are based on Employer policy.
- IX. Coverage will continue until the end of the month of termination of active employment or transition to benefit-eligible status.

#### **ARTICLE 26 INSURANCE PROGRAMS**

- I. Basic Life Plan

Eligible Employees are provided coverage equal to one year's base salary up to a maximum of \$50,000. This benefit is effective immediately upon appointment. The Employer pays the entire cost of the coverage and no application is necessary.
- II. Travel Accident Program

The Employer provides immediate Travel Accident coverage. The benefit is payable in the event of accidental death, dismemberment or loss of sight while traveling on or off-campus on University business.

The maximum benefit is \$50,000. The Employer pays the entire cost of the benefit. Coverage is automatic upon employment and will terminate on the Employee's last day of active employment. No conversion is possible.

III. Accidental Death and Dismemberment Program

Employees may select the AD&D Program within thirty (30) days of initial appointment to an eligible status or during a scheduled open enrollment period. All Employees appointed full-time or part-time (50% or more) for nine months or more are eligible to participate. Coverage is provided if death or dismemberment results from accidental cause. Coverage may be selected for the Employee and the family, if desired, in one of the varying amounts as shown in the brochure. Beneficiaries are designated by the individual and may be changed at any time.

The cost of the various coverages offered is described in the brochure available in MSU Human Resources Benefits and is paid by the Employee.

**ARTICLE 27  
RETIREMENT PLAN BENEFITS**

The Employer provides a contributory 403(b) Base Retirement Program for Employees working half-time or more for at least nine continuous months. Contributions from the Employee and the Employer are paid into an individual account between the Employee and the eligible vendor.

I. Contributions

A. Employee contributions are five (5%) percent and Employer contributions are ten (10%) percent of the Employee's base salary or wage.

B. The Employer's contribution is made on a tax-deferral basis, i.e., the Employee does not report the Employer contribution as earned income when filing income tax returns for the calendar year. After retirement, the Employee does pay taxes on the amounts received.

C. Employees are eligible for participation in the base retirement program in accordance with the following policies:

1. The program is optional to Employees at the time of appointment or who are over age sixty-two (62) at the time of appointment.

2. The program is required as a condition of employment for Employees who have attained the age of thirty-five (35) and 24 full-time equivalent months of continuous employment.

3. Once required participation commences, it is not possible to disenroll from the Employer base retirement program while employed at the Employer.

D. The Employer may provide additional retirement accounts the Employee can elect to contribute to through payroll reduction, subject to the Internal Revenue Service regulations.

**ARTICLE 28  
POST-RETIREMENT BENEFITS**

I. 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. The eligibility for and the level of Employer contribution toward health, prescription, and dental coverage will be determined by

the Employee's most recent hire date and full-time equivalent (FTE) service months at retirement, in accordance with the Employer's retiree benefit policy.

- II. Retirees are required to enroll in both parts A and B of Medicare and pay the required premium in accordance with Employer policy.
- III. With proper documentation, Employees with breaks in service of less than one (1) year may be granted credit for all past service in accordance with the Employer policy on credit for past service.

## **ARTICLE 29 HOLIDAYS**

- I. The Employer grants eligible Employees the following ten (10) paid holidays:
  - A. New Years
  - B. New Year's Additional
  - C. Dr. Martin Luther King Jr. Day
  - D. Memorial Day
  - E. Independence Day
  - F. Labor Day
  - G. Thanksgiving Day
  - H. Thanksgiving Friday
  - I. Christmas
  - J. Christmas Additional
- II. Each year the University designates the dates on which the holidays are to be observed. The Employer may designate additional holidays.
- III. 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, and regular Workers' Compensation.
- IV. Winter Break

Winter Break will function the same as Employer holidays and the University will be closed. The specific dates of the Winter Break shall be determined by the Employer.

## **ARTICLE 30 PERSONAL OBSERVANCE**

Employees are provided two (2) days for personal observances per calendar year in accordance with Employer policy, Religious Observance.

## **ARTICLE 31 ANNUAL LEAVE**

- I. Full-time Employees are granted 22 days of annual leave per fiscal year. Time is provided every fiscal year.
- II. Part-time Employees and newly hired Employees are granted annual leave on a proportionate basis.

- III. Annual leave is not carried over to the next annual leave year; unused time is forfeited.
- IV. An Employee may take annual leave with prior approval of the supervisor and in accordance with departmental requirements. No request for time off will be unreasonably denied.
- V. The accrual will be proportionately reduced in the event of resignation/termination during the fiscal year or for other non-accrual time, such as workers' compensation, long-term disability, leave without pay, etc.
- VI. No payment will be made for unused annual leave upon termination.
- VII. Annual leave is synonymous with vacation time when referenced in Employer policies.

**ARTICLE 32  
STUDY LEAVE**

A study leave with pay, formal study or educational travel, may be granted to improve professional competence in accordance with the Employing unit Study Leave policy for Academic Staff.

**ARTICLE 33  
TUITION ASSISTANCE**

Eligible Employees may apply for up to \$5,000 per academic year, for the purpose of limited tuition and fee reimbursement toward the completion of a first master's degree or terminal degree, as defined by the employing unit's policy, Tuition Assistance Program.

**ARTICLE 34  
SHORT-TERM AND LONG-TERM DISABILITY**

I. Short-Term Disability

All bargaining unit members are eligible for short-term disability medical leave with pay in accordance with Employer policy, Medical Leave (Short and Long-Term Disability).

II. Long-Term Disability

If disability of an Employee extends or is likely to extend beyond 180 days, Human Resources should be contacted immediately for information on applying for benefits under the Long-Term Disability plan. Final approval for long-term disability benefits is made by the Employer's long-term disability carrier.

**ARTICLE 35  
PARENTAL LEAVE**

Employees appointed as 0.5 FTE or greater, and employed for greater than 9 months, shall receive six (6) weeks of paid parental leave in connection with the birth of a child or adoption of a child in accordance with the Employer policy, Parental Leave for Faculty and Academic Staff.

**ARTICLE 36  
BEREAVEMENT LEAVE**

Employees are provided with five (5) days paid time off work for the purposes of bereavement and associated activities of the death of an immediate family member as defined in the

Employer policy, Funeral/Bereavement Leave for Faculty/Academic Staff. Additional time may be requested as annual leave.

**ARTICLE 37  
JURY DUTY**

The Employer recognizes the civic responsibility of Employees to serve jury duty and makes provision for them to perform such duty without loss of pay or benefits in accordance with the Employer's policy, Jury Duty for Faculty and Academic Staff.

**ARTICLE 38  
FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The Employer provides Family and Medical Leave Act (FMLA) protection for all eligible Employees in accordance with federal law and the Employer's Policies and Procedures for additional information.

**EFFECTIVE DATE**

This agreement shall become effective February 26, 2026. In witness whereof, the parties have set their hands this \_\_\_\_ day of May 2026.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
Dr. Laura Lee McIntyre  
Ph.D., Provost and Vice President for  
Academic Affairs

\_\_\_\_\_  
Sonya Alvarado  
Field Representative, AFT Michigan, AFL-  
CIO

\_\_\_\_\_  
Donna Donovan  
Associate Vice President of Human Resources

\_\_\_\_\_  
VÍctor Rodríguez-Pereira  
President, Union of Non-Tenure Track  
Faculty and AFT Local 1855

\_\_\_\_\_  
Stephanie Horton  
Director, Employee and Labor Relations

\_\_\_\_\_  
Carrie Grishaber  
Extension Educator

\_\_\_\_\_  
Teresia Hagelberger  
Director, Faculty and Academic Staff Affairs

\_\_\_\_\_  
Tyler Augst  
Extension Educator

\_\_\_\_\_  
Abbie Meredith  
Human Resources, Employee and Labor  
Relations

\_\_\_\_\_  
Jeremy Jubenville  
Extension Educator

\_\_\_\_\_  
Matthew Daum  
Dean and Associate Provost, College of  
Agriculture and Natural Resources

\_\_\_\_\_  
Quentin Tyler  
Director of MSU Extension, Senior Associate  
Dean for Outreach and Engagement, College  
of Agriculture & Natural Resources

\_\_\_\_\_  
Deanna East  
Associate Director, Michigan State University  
Extension

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Lisa Bottomley  
Co-Director, Michigan State University  
Extension Children and Youth Institute

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Jessica Nakfour  
Director, Human Resources Michigan State  
University Extension

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Jean Schueller  
Budget Director, Michigan State University  
Extension

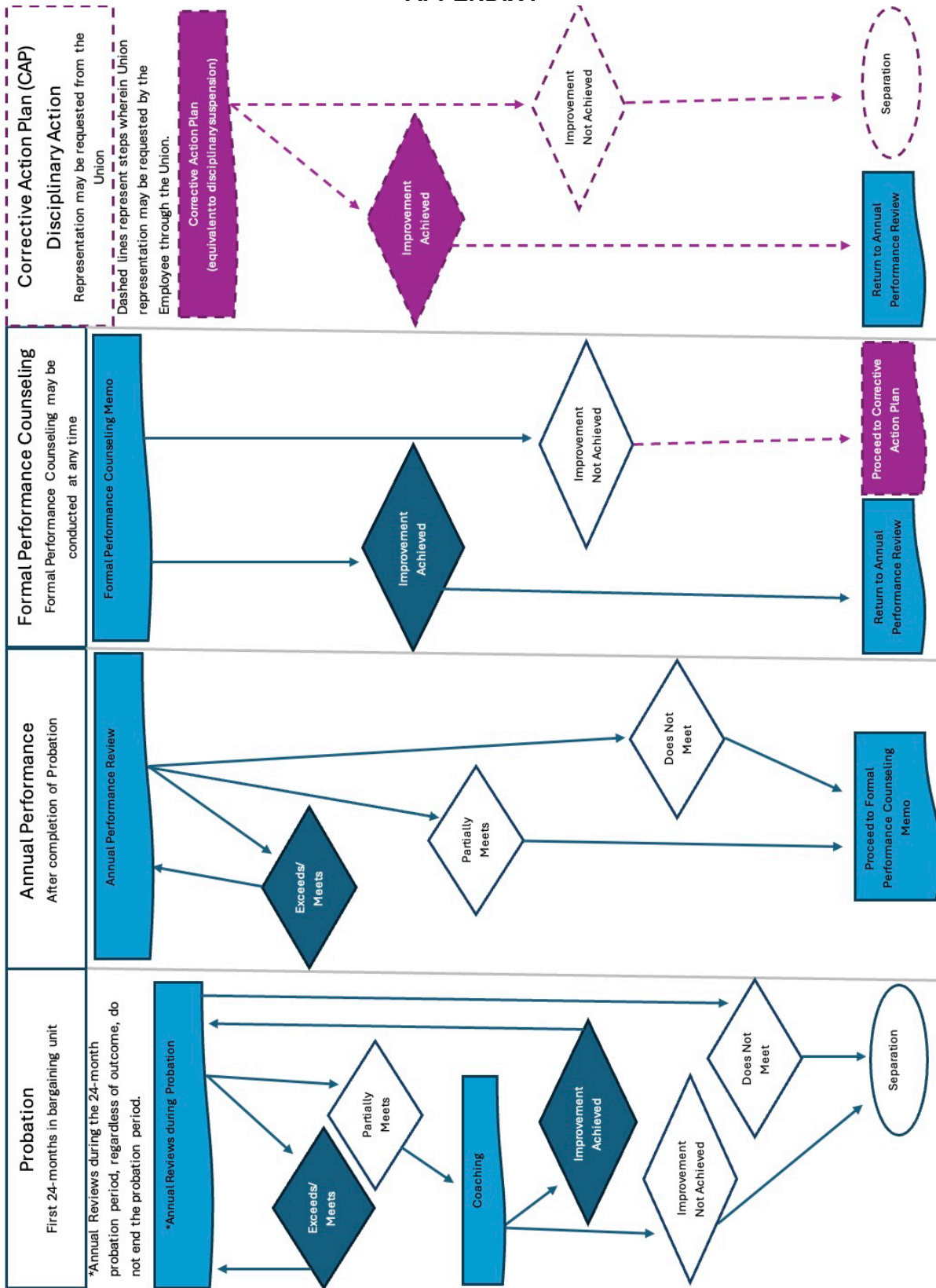
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Keri Rowley, Administrator  
Administrator, Human Resources Michigan  
State University Extension

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Gina Henry  
Administrator, Human Resources Michigan  
State University Extension

APPENDIX I



**INDEX**

ADVANCED STATUS (STEP II) ..... 15

AGREEMENT ..... 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 21

ARBITRATION ..... 12

BARGAINING TEAM..... 6

BENEFIT ELIGIBILITY ..... 20

BEREAVEMENT LEAVE ..... 25

CONFERRAL OF A DEGREE ..... 20

CURRENT BARGAINING UNIT LIST..... 5

DEFINITION OF GRIEVANCE ..... 10

DENTAL PLAN..... 22

DISCIPLINARY ACTION AND DISMISSAL ..... 15

EFFECTIVE DATE ..... 27

EMPLOYEE INFORMATION..... 4

FORMAL PERFORMANCE COUNSELING ..... 14

FULL-TIME EQUIVALENT (FTE) ..... 20

GRIEVANCES CONCERNING DISCIPLINE ..... 17

GROUP GRIEVANCE ..... 10

INDIVIDUAL GRIEVANCE ..... 10

JURY DUTY ..... 26

MERIT POOL INCREASE ..... 19

NON-GRIEVANCE/NEGOTIATIONS FORUM..... 10

OPTION TO NOT TENDER DUES OR REPRESENTATIVE FEES ..... 9

OTHER ELIGIBLE INDIVIDUALS (OEI)..... 21

PARENTAL LEAVE ..... 25

PERFORMANCE EVALUATION ..... 14

PERFORMANCE MANAGEMENT..... 17

PROBATIONARY PERIOD ..... 14

PROMOTIONAL PATH..... 15

PROPORTIONAL BENEFITS ..... 20

REPRESENTATION FEES ..... 9

SENIOR STATUS (STEP III) ..... 16

STUDY LEAVE ..... 25

TERMINATION AND MODIFICATION..... 3

TERMINATION OF BENEFITS ..... 20

TRAVEL ACCIDENT ..... 22

UNION GRIEVANCE..... 10

UNION MEETINGS..... 4

UNION MEMBERSHIP DUES..... 9

UNION RELEASE TIME ..... 5

UNION-EMPLOYER BUSINESS..... 4

WEBSITE..... 5  
WINTER BREAK.....24  
WORK LOCATION..... 5  
WRITTEN GRIEVANCE STEPS ..... 10, 11