

**AGREEMENT BETWEEN
MICHIGAN STATE UNIVERSITY**

S

AND

**EXTENSION UNITED LOCAL 1855
SUPPORT STAFF**



FEBRUARY 26, 2026 - FEBRUARY 28, 2029

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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 the 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 Extension Program Associates (EXPA) of all ranks and working titles in the following job classifications:

- A. 4-H Program Coordinator
- B. Community Nutrition Instructor
- C. Program Instructor

II. Employees Excluded

All supervisors; confidential Employees; Employees represented by other recognized bargaining agents at MSU; and all other Employees.

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 Union of Non-Tenure Track Faculty/Extension Support Staff/AFT Local 1855 (hereinafter referred to as the "the Union").

- 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 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. In addition, such visits shall not disrupt the duties of the Employees or the efficient operations of the Employer.

II. Union Meetings

The Union may request to schedule periodic meetings to conduct Union business on MSU designated workspaces, 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 and 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, 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 members of the Extension United EXPA Unit 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 a total of 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. No reasonable request for release time will be denied.

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 straight time hours they would have otherwise worked on their regular work schedule. The bargaining unit shall have no more than four 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 lay off, furlough, or relieve Employees from duty because of lack of work, lack of funds or for other business reasons deemed appropriate by the Employer;
 - I. to determine the amount and type of supervision;
 - J. to determine program or course content, style, and mode of instruction;
 - K. to determine the method, schedule, and means by which work shall be performed and services provided;
 - L. The Employer may require Employees to have a fitness-for-duty examination;
 - M. 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.

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 management rights is not exhaustive, nor shall the exercise or non-exercise of rights constitute a waiver of any such rights by the Employer.

- III. 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.
- IV. The Employer's 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 the 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 one 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 Two. 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 one 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 administrative head or designee was unsatisfactory.
2. An individual grievance initially filed at Step 2 (in accordance with Discipline and Dismissal, Article 19) 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. Employee and Labor Relations 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, Performance Reviews, Counseling Memos, Performance Improvement Plans(PIP) 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.

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. The arbitrator shall have no authority or jurisdiction to substitute their judgement for that of the Employer. 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 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 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 EMPLOYMENT STATUS

The University employs individuals in various employment statuses including regular, temporary, on-call, and off-date appointments. The number of hours regularly scheduled to be worked each week may range from full-time to part-time.

- I. Status of Employment covered by this Agreement
 - A. Regular: Employee works a continuing schedule of predetermined hours each week.
 - B. Off-Date (also referred to as end date):
 - 1. At the time of appointment to this position, an estimated ending or off date is given in writing. This ending date is the latest date the Employee is intended to work. It

may be extended by written mutual agreement. The Employee shall be provided a sixty (60) day separate notice of non-renewal of an Off-date appointment. A copy shall be sent to the Union.

- II. Hours of Employment
 - A. Full-time: Scheduled to work regularly 36-40 hours per week.
 - B. Three-quarter time: Scheduled to regularly work at least 26 hours but less than 36 hours per week.
 - C. One-half time: Scheduled to regularly work at least 20 hours but less than 26 hours per week.

ARTICLE 16 PROBATIONARY PERIOD

- I. Employees shall serve a twelve (12) month probationary period beginning at the time of hire as a new Employee with the University or upon acceptance into a Bargaining Unit position through the selection process. The Unit Employer-Supervisor shall have the right to certify successful conclusion of the probationary period before the end of the twelve (12) months. In the event that the Employer extends the probationary period, not to exceed 6 months, notification will be provided to the Union.
- II. An interim written evaluation shall be prepared by the probationary Employee's supervisor, summarizing overall job performance, which shall be reviewed with the Employee. For purposes of this paragraph, interim shall be defined as approximately one-half (1/2) of the probationary period. If a probationary Employee's performance is unsatisfactory, such fact shall be communicated to the Employee as soon as is practicable to give the Employee the opportunity, if possible, to improve their performance.
- 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 17 PERFORMANCE EVALUATIONS AND COUNSELING

The intent of performance review and counseling is to inform and instruct Employees as to requirements of performance and/or conduct. Annual Performance Review, Performance Improvement Plan, and counseling shall not be considered discipline and are not grievable.

- I. Performance Discussion or Review

The parties recognize that supervisors are required to periodically discuss and review work performance with Employees. Such discussions are not investigations but are opportunities to evaluate and discuss Employee performance. An Employee shall not have the right to a Union Representative during such performance discussion or review.

II. Performance Evaluations

The Employer shall evaluate each non-probationary Employee's performance and issue a performance rating in accordance with current university policy and procedure.

A. Performance Improvement Plan

If an Employee receives a rating of Does Not Meet Expectations on their annual performance evaluation, the Employer shall establish a written Performance Improvement Plan to monitor the Employee's performance.

The Performance Improvement Plan must establish a date by which the Employer will issue a follow-up evaluation of the Employees' performance under the plan. If performance has not improved, the Employer may issue a subsequent Corrective Action Plan.

III. Formal Counseling

When in the judgement of the Employer, formal counseling is necessary, it may be conducted 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 description of formal counseling will be prepared and will be given to and signed for by the Employee. A supervisor may issue a Counseling Memo at any time throughout the evaluation period.

IV. Corrective Action Plan

- A. If the Employee fails to successfully complete the Performance Improvement Plan they may be placed on a Corrective Action Plan.
- B. Corrective Action Plans shall be preceded by either a counseling memo or Performance Improvement Plan.
- C. Corrective Action Plans are considered discipline, in accordance with Discipline and Dismissal, Article 19.

**ARTICLE 18
PROFESSIONAL DEVELOPMENT**

I. Educational Assistance

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

A. For Credit Courses

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

1. For graduate credit courses taken through MSU, the tuition fee up to 70% of the MSU lifelong learning tuition rate per credit taken, not to exceed 14 semester credits per academic year.

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

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

Reimbursement for tuition at other institutions shall not be covered.

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

Eligible Employees may request release time up to five hours per week to attend credit courses. Eligible Employees may also request release time to attend approved non-credit courses. Release time is pro-rated for part-time staff. All release time is subject to departmental approval. Release time is not intended to cover non-classroom activities such as travel to and from classes, participation in study groups, independent study, and online classes.

B. Professional Development Courses for Non-Credit Courses

Employees are eligible for up to eight hundred (\$800.00) dollars per academic year for non-credit course professional development in accordance with Employer policy.

Eligibility

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

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

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

Tuition Waiver

Employees who are eligible for educational assistance shall be eligible for a tuition waiver program in accordance with the Employer policy. This tuition waiver program will be applicable

only to those MSU courses enrolled in through the standard registration procedure. As a condition of the tuition waiver, an Employee must sign an agreement authorizing payroll deduction for the amount of tuition waived to be used in the event they do not successfully complete the course(s).

II. Supplemental Expense Reimbursement

The employing unit will provide reimbursement for certain expenses associated with participation in for-credit courses through the Educational Assistance Program and in accordance with the employing unit policy. This amount, up to \$500 per academic year, will be taxable to the recipient.

**ARTICLE 19
DISCIPLINE AND DISMISSAL**

- I. The parties recognize the authority of the Employer to discipline an Employee for just cause. Discipline, when invoked, will normally be progressive in nature; however, the Employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation.
 - A. Definition of discipline:
 1. Verbal Warning - Notification and warning to the Employee.
 2. Written Reprimand - Formal notification in writing to the Employee.
 3. Suspension - Loss of work and wages for a specified number of hours or days.
 4. Corrective Action Plan (CAP) – following a performance improvement plan or counseling memo. For purposes of progressive discipline, a CAP is equivalent to a suspension and will not include any loss of work or wages.
 5. Demotion - reduction in duties and pay for misconduct.
 6. Dismissal - termination of employment initiated by the Employer for serious misconduct or unsatisfactory performance.
- II. In the event the Employer determines a hearing, conference, or 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.
- III. The Employer will inform the Employee of the subject matter prior to the investigative interview and their right to Union representation.
- IV. If requested, an Employee will be allowed a reasonable amount of time immediately preceding their pre-interview conference to meet with their Union representative.
- V. In the event 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 folder. Such written notice shall outline the reasons for the disciplinary action or dismissal.

- VI. When an Employee is disciplined or dismissed, they will be allowed to discuss the action with a Union representative. The Employer will make meeting space available for the Employee and Union representative, when applicable.
- VII. 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 disciplines 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 probation period shall not be subject to the grievance procedure.
 - C. Counseling, annual performance evaluations, and performance improvement plans shall not be considered discipline and as such, shall not be subject to the grievance procedure.

ARTICLE 20 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 21 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 their 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 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 and at their own expense.
- III. The Employer, with reasonable belief, may place an Employee on paid leave 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 22
REDUCTION IN FORCE**

- I. General Provisions
 - A. A reduction in the workforce, including layoffs and position eliminations, 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.
 - B. A reduction in force shall not be used for constructive discharge.
- II. Layoffs
 - A. Layoff shall include both full layoff and partial layoff. A full layoff is an involuntary separation from employment that occurs during the term of regular employment. A partial layoff is an involuntary reduction in hours of employment (less than 90% FTE) that occurs during the term of employment.
 - B. To be eligible for layoff and recall, the Employee must satisfy the following requirements:
 - 1. Must be a regular Employee.
 - 2. Must have been scheduled to work half-time or more.
 - 3. Must have completed the probationary period.
 - C. Employees to be laid off shall be given at least sixty (60) calendar days' written notice, not to be offset by accrued leave balances. The notice will indicate the reason for layoff. A copy of the layoff notice will be sent to the Union at the same time that it is issued to the Employees so affected.
 - D. Recall is the return of a laid-off Employee to active status, through the selection process, within a period which is the lesser of the Employee's length of service before layoff or 2 years.
 - 1. Employees in layoff status shall receive interviews for positions for which they are qualified and have applied.
 - 2. Employees recalled from layoff may be eligible to receive specified pay adjustments.
 - 3. Accrued sick leave will be reinstated when the recalled Employee returns to work.

4. The Employee will retain the original service date but does not receive service credits for the period of layoff.

III. Off-dated Position Elimination

- A. Employees in off-dated positions are subject to the position notification provisions of the Employment Status, Article 15, and are not eligible for layoff or recall.
- B. An Employee's position who has been eliminated shall receive interviews for positions within the bargaining unit, in which they are qualified and applied, within one (1) year from which the position was eliminated.

**ARTICLE 23
COMPENSATION PROGRAMS**

I. Minimum Full-Time Salary:

- A. Effective October 1, 2026, is \$47,500.00
- B. Effective October 1, 2027, is \$47,975.00
- C. Effective October 1, 2028, is \$48,454.75

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 \$47,500.
- C. Effective October 1, 2026, all Employees shall receive a 2% increase to their base pay.

III. General & Merit Pool Increase

Effective October 1, 2027, a 2% salary increase will be made available to all eligible Employees as outlined below.

Effective October 1, 2028, a 2% salary increase will be made available to all eligible Employees as outlined below.

A. General Increase

1. Effective October 1, 2027, a 1% increase to the base pay for eligible Employees.
2. Effective October 1, 2028, a 1% increase to the base pay for eligible Employees.

B. Merit Increase

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 Consolidated 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 staff 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 25
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). Employee contributions would be effective January 1, 2027.

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 5% of the illustrative premium.

C. The Employer may offer a Preferred Provider Organization (PPO). The Employee contribution is 5% 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 26
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, including layoff, are based on Employer policy.
- IX. Coverage will continue until the end of the month of termination of active employment or transition to benefit-ineligible status.

**ARTICLE 27
INSURANCE PROGRAMS**

I. Basic Life Plan

The Employer provides a Basic Employer Life Plan for regular full-time staff. The benefit is payable in the event of death. The benefit is an amount of coverage equal to the Employee's basic annual salary. The maximum benefit is \$50,000. The Employer pays the entire cost of the coverage and no application is necessary. Coverage is automatic and effective the first day of employment.

II. Travel Accident Program

The Employer provides a life Travel Accident Program for full- and part-time staff. 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

The Employer provides an optional accidental death and dismemberment program for regular full-time and part-time Employees. The benefit is payable, in whole or in part, in the event of accidental death, dismemberment, or loss of sight. Benefit coverage may be selected in amounts from \$10,000 to \$250,000 depending on plan selected. Coverage may also be selected for eligible dependents in the following manner:

- A. Spouse coverage: 40% of Employee coverage (50% if, on the date of the accident, the insured has no dependent children insured).
- B. Children coverage: 5% of Employee coverage (10% if, on the date of the accident, the Employee has no spouse insured).

The program is entirely funded from Employee premiums, and rates are subject to future group experience.

Employees may enroll within thirty (30) days of initial employment or during a scheduled open enrollment period.

ARTICLE 28 RETIREMENT PLAN BENEFITS

The Employer provides a contributory 403(b) Base Retirement Program for regular staff working half-time or more. 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).
 - 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.

II. Other Retirement Information

For regular Employees hired on or after July 1, 2010, the Employer will make additional contributions to the MSU 403(b) Retirement Plan as set forth below.

Effective January 1, 2016, for benefits eligible Employees whose most recent hire date is on or after July 1, 2010 the Employer will, upon hire, contribute 0.5 % (one-half percent) of the Employee's retirement eligible earnings into a separate Employer contribution account within the MSU 403(b) Retirement Plan on a pay period basis until one hundred twenty (120) vacation service months are reached; after one hundred twenty (120) vacation service months the

Employer's contribution increases to 0.75% per pay period (three-quarter percent) of retirement eligible earnings.

- A. MSU's contributions will be deposited into a default investment fund initially at an MSU designated retirement vendor; the Employee can redirect to fund(s) of their choice by selecting from core options available in the 403(b) Retirement Plan including the brokerage accounts. Additional information on the default and optional investments is available at MSU Human Resources Website.
- B. The accumulated account balance will become 100% vested immediately.

**ARTICLE 29
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 30
HOLIDAYS**

- I. The Employer grants eligible Employees the following paid holidays:
 - A. New Years
 - B. New Years 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 Employer 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. Holiday pay is not payable if the Employee has an unexcused absence either the day before or the day after the holiday.

IV. Winter Break

Winter Break will function the same as Employer holidays and the university will be closed. The specific dates of Winter Break as determined by the Employer are:

A. 2026-2027 Winter Break

12/28/26 - 12/30/26

B. 2027-2028 Winter Break

12/28/27 - 12/30/27

C. 2028-2029 Winter Break

12/27/28 - 12/29/28

D. 2029-2030 Winter Break

In accordance with the Academic calendar.

**ARTICLE 31
PERSONAL OBSERVANCE**

I. Full-time Employees will be credited with 16 hours of personal observance for use during the calendar year to acknowledge the variety of religious, cultural, and personal observances in which Employees may wish to participate. Employees who are hired, rehired, or change to regular status of half-time or more during the calendar year will be credited with personal observance time hours as follows:

If Hired or Changed to Regular Status	Full Time Employee Receives	3/4 Time Employee Receives	1/2 Time Employee Receives
January 1 - June 30	16 Hours	12 Hours	8 Hours
July 1 - September 30	8 Hours	6 Hours	4 Hours
October 1 - November 30	4 Hours	3 Hours	2 Hours
December 1 - December 31	0	0	0

- II. Eligibility begins on date of active regular employment of half-time or more.
- III. Personal Observance (hours) will be renewed annually on January 1 of each year.
- IV. Any Personal Observance (hours) remaining at the end of the calendar year will be forfeited. Personal Observance (hours) may not be carried forward to the next calendar year.
- V. No payment will be made for unused Personal Observance (hours) upon termination.
- VI. Employees will be paid only for the hours scheduled to work but not worked because of the approved absence.

- VII. Usage of Personal Observance (hours) shall be requested in advance and subject to supervisor approval.
- VIII. For the purpose of computing overtime pay, Personal Observance (hours) paid will not be considered time worked. A maximum of eight (8) hours' pay may be made for each day of Personal Observance used.
- IX. Each Personal Observance (hours) paid to an Employee shall be paid at the base rate of pay and shall not include shift premium or other premium payment.
- X. The Employee may use all Personal Observance (hours) before commencing a leave of absence without pay.
- XI. Personal Observance (hours) may be used to supplement Workers' Compensation up to a maximum of eight (8) hours of total pay for each day of absence.
- XII. Personal Observance (hours) may not be used to provide payment for absence due to disciplinary suspension.

**ARTICLE 32
PERSONAL TIME**

- I. Full-time Employees on the payroll as of July 1, will be credited with 24 hours of personal time for use during the fiscal year (July 1 - June 30). Employees who are hired, rehired, or change to regular status of half-time or more during the fiscal year will be credited with personal time hours as follows:

On the Payroll	Full-time	3/4 Time	1/2 Time
July 1 - December 31	24	18	12
January 1 - March 31	12	9	6
April 1 - May 31	6	4.5	3
June 1 - June 30	0	0	0

- II. Use of personal time should be requested in advance, if possible.
- III. Each hour paid to an Employee shall be paid at the base rate of pay.
- IV. The Employee may use all personal time days before commencing a leave of absence without pay. Personal time hours may be used to supplement Workers' Compensation up to a maximum of eight (8) hours' total pay for each day of absence. Personal time hours may not be used to provide payment for absence due to disciplinary suspension.
- V. Employees will be paid only for the hours scheduled to work but not worked because of the approved absence.
- VI. Unused personal time hours at the end of the fiscal year are forfeited.
- VII. Personal time hours are not eligible to be carried forward to the next fiscal year. No payment for unused personal time credits will be made when the Employee terminates, except for those retiring as an official retiree under the Employer's retirement policy.

**ARTICLE 33
VACATION TIME**

I. Accrued Vacation Time Carryover

Service Months	Earning Rate	Annual Accrual	Maximum Accrual
Following completion of first 6 months of service	48 Hours	-	-
7th month through 60th month	8 Hrs/Month	96 Hours	120 Hours
61st month through 120th month	12 Hrs/Month	144 Hours	180 Hours
121st month	16 Hrs/Month	192 Hours	240 Hours

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

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

II. Employees accrue vacation pay credits at the rate shown above for each completed month of service. Service includes work time and "Leave of Absence with Pay" time, but does not include:

- A. Leave of absence without pay.
- B. Regular Workers' Compensation.
- C. Layoff.
- D. Disciplinary suspension.

III. Usage Requirements

- A. An Employee may take vacation with prior approval of the supervisor and in accordance with departmental requirements. No request for vacation time will be unreasonably denied.
- B. The maximum hours of pay for each day of vacation is limited to the hours the Employee is regularly scheduled to work.
- C. Each hour paid to an Employee shall be paid at the base rate of pay.
- D. University designated holidays falling within the Employee's vacation will not be required to be charged to accrued vacation.
- E. The Employee will normally use all vacation before commencing a leave of absence without pay, except for sickness or disability.
- F. Vacation may be used to supplement Workers' Compensation up to a maximum of eight (8) hours total pay for each day of absence.
- G. Employees will be paid only for the hours scheduled to work but not worked because of the vacation.

- H. Employees are expected and encouraged to take their annual vacation accrual each year. An Employee may continue to accrue vacation up to the Maximum Accrual shown under the Accrual Schedule section. Further accrual beyond this Maximum Accrual is not possible, and the Employee will receive no further vacation credit for months of service completed until the Employee reduces vacation credits.
- I. An Employee will receive payment for unused vacation, in accordance with Employer's policy, when terminating employment.

**ARTICLE 34
SICK TIME**

- I. The Employer grants regular staff working half-time or more paid sick time.
 - II. Employees begin earning sick time upon hire or rehire. Full-time Employees accrue sick time at the rate of four (4) hours for each completed two (2) weeks of service (104 hours annually); accruals are prorated for less than full-time employment in accordance with Employer's policy. Sick time is credited at the end of each month and may accumulate to a maximum of 1,200 hours.
 - Service includes work time and "Leave of Absence with Pay" time, but does not include:
 - A. Leave of absence without pay.
 - B. Regular Workers' Compensation.
 - C. Layoff.
 - D. Disciplinary suspension.
 - III. Sick time paid to an Employee shall be paid at the base rate of pay. Employees will be paid only for the hours scheduled to work but not worked because of the sick time.
 - IV. Eighty (80) hours of accrued sick time per fiscal year may be used for illness of a member of the immediate family as defined in Employer's policy. The limit is waived for absences incurred due to caring for a qualifying family member for whom the Employee has approved FMLA leave to care for a family member.
 - V. Sick time with pay may be used for the following reasons:
 - A. Personal illness or incapacity, including those related to pregnancy, over which the Employee has no reasonable control, that prohibits the performance of the duties of the Employee's job.
 - B. Absence from work because of exposure to contagious disease that, according to public health standards, would constitute a danger to the health of others by the Employee's attendance at work.
 - C. To complete appointments with a doctor, dentist, or other licensed healthcare practitioner when it is not possible to arrange such appointments for non-duty hours.
 - D. In accordance with applicable State and Federal regulations.
- A physician's statement may be required before approval of payment of sick time.

VI. Coordination With Other Types of Pay or Benefits

- A. Employees must utilize any accrued sick time credits and may thereafter use vacation and personal time day credits before being placed on an unpaid leave of absence due to illness/disability.
- B. The Employer, for cause, may direct an Employee to go on sick leave.
- C. Employees may be required to obtain approval from a licensed healthcare provider before returning to work.
- D. Workers' Compensation benefits will be supplemented by accrued sick time credits as necessary to maintain the Employee's total income at an amount equivalent to eight (8) hours of pay at the base rate of pay for each day of absence.
- E. University designated holidays falling within an Employee's paid sick time will not be required to be charged to sick time.

VII. Other Provisions

- A. An Employee will not receive payment for unused sick leave when terminating, except when retiring, as stated below.
- B. Full-time Employees meeting the University's minimum retirement requirements shall be paid for 50% of unused sick leave, but not to exceed a maximum of 50% of up to 1,200 hours, as of the effective date of separation.
- C. Full-time Employees who do not meet the University's minimum retirement requirements but have at least five (5) years, but less than 10 years of continuous service, and who have attained 65 years of age at the time of separation shall be paid 50% of unused sick leave as of the effective date of separation.
- D. Full-time Employees who do not meet the University's minimum retirement requirements but have at least 10 years of continuous service and have attained 65 years of age at the time of separation, shall be paid 100% of unused sick leave as of the effective date of separation, not to exceed a maximum of 1,200 hours.

**ARTICLE 35
EXTENDED DISABILITY LEAVE**

- I. The Employer provides an interim income protection plan for regular full-time staff expected to receive Long-Term Disability benefits. The benefit provides full base wage/salary in cases expected to result in total disability, as defined in the Long Term Disability Master Contract, for a period of up to one hundred eighty (180) days from the Employee's last day of active work. The benefit commences upon the expiration of all accrued sick, vacation, personal leave, and personal observance.
- II. Determination of whether a case is expected to result in total disability will be made by the Employer based on information received from the Employee's physician and other medical reports. A lack of conclusive medical evidence may delay approval of the Extended Disability Leave benefit, until Long-Term Disability benefits are approved. If so, payments will be made on a retroactive basis. In these cases, it is necessary for the Employer to maintain benefit

payments. Reimbursement will be made for the Employer's contribution amounts upon approval for Extended Disability Leave.

- III. Employees expected to return to work within one hundred eighty (180) days will not qualify for this benefit. Authorization to pay Extended Disability Leave benefits will be made by the Employer. The Employer pays the cost of the benefit. No application is necessary for enrollment. Benefit becomes effective upon completion of sixty (60) continuous full-time equivalent service months. The benefit terminates on the last day of employment. Conversion of coverage is not possible.
- IV. After a final denial of the Long-Term Disability Benefit, an Employee shall enter into a repayment agreement with the Employer requiring the Employee to repay the Employer all Extended Disability Leave Benefits paid to the Employee.

**ARTICLE 36
LONG-TERM DISABILITY LEAVE**

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 37
PARENTAL LEAVE**

Full-time Employees who have been continuously employed with the Employer for at least 24 consecutive months prior to commencement of the leave and have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave, 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.

**ARTICLE 38
BEREAVEMENT LEAVE**

- I. The Employer grants eligible Employees paid time off to attend the funeral and/or make necessary arrangements when a death occurs in the Employee's immediate family.
- II. Regular staff working half time or more are eligible for bereavement leave upon the date of hire, rehire, or change to regular status of half time or more.
- III. Up to five (5) bereavement days will be allowed in the case of death of the Employee's:

Spouse	Child/Stepchild
Other Eligible Individual	Grandchild
Parent/Stepparent	

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

Grandparents	Sibling-in-law
Parent-in-law	Sibling/Half-Sibling/Stepsibling
Grandparents-in-law	Child-in-law

One (1) day will be allowed in the case of death of an Employee's, or an Employee's spouse's/OIE's:

Uncle	Aunt
Nephew	Niece
Member of Employee's Household	

With Employer approval, additional days of accrued vacation, personal leave, or personal observance days may be used in the case of the death of a member of the Employee's household. Should such leaves be exhausted, unpaid leave may be used.

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

- IV. The Employer may require proof of death and relationship to the deceased before approving payment. A maximum of eight (8) hours of pay may be made for each day of absence. Each hour paid to an Employee shall be paid at the Employee's straight time base rate of pay and shall not include shift premium or other premium payment. This benefit is payable only to active Employees whose absence from work is due to the death in the Employee's family and will not be paid in lieu of other types of paid leave.
- V. Employees will be paid only for the hours scheduled to work but not worked because of the bereavement leave.
- VI. Allowed bereavement days may be taken any time during the period including the day of death and the day following the funeral to be used within six months after the death.
- VII. The Employer may grant permission to a reasonable number of Employees to attend the funeral or serve as pallbearers for a deceased Employee or former Employee, without loss of pay.

**ARTICLE 39
JURY DUTY**

- I. Employees who are called to serve on jury duty will be compensated for the difference between the pay received from the court and the Employee's straight-time base pay. Employees who are called to testify pursuant to court-issued subpoenas will also receive jury duty pay.
- II. This benefit begins on the date of hire, rehire, or change to regular status of half-time or more. The Employee must notify their supervisor of the call to jury duty as soon as the information is known and must provide proof of the call to jury duty and proof of jury duty pay.
- III. The Employee is expected to report for work when temporarily excused from attendance at court.

- IV. When called to testify, the Employee must provide proof of subpoena and proof of witness fee or proof that no witness fee was provided.
- V. Employees serving on jury duty, who are absent from work for 80 continuous hours or less, will receive their regular pay and will not be required to submit proof of jury duty payment to the Employer. They must submit proof of jury duty service to their supervisor.
- VI. Employees serving on jury duty who are absent from work for more than 80 continuous hours will be required to submit proof of jury duty payment to their supervisor to facilitate the offset and adjustment of their regular, straight-tie base pay by jury duty payments or witness fees received from the court.
- VII. If the Employee is otherwise eligible for holiday pay, holiday pay may be made if jury duty is interrupted by a legal holiday recognized by the Employer.
- VIII. Employees will be paid the difference in pay only for the hours scheduled to work but not worked because of jury duty.

ARTICLE 40
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

Venceslaus Gore
Executive Vice President for Administration at
Michigan State University

Sonya Alvarado
Field Representative, AFT Michigan, AFL- CIO

Donna Donovan
Associate Vice President of Human Resources

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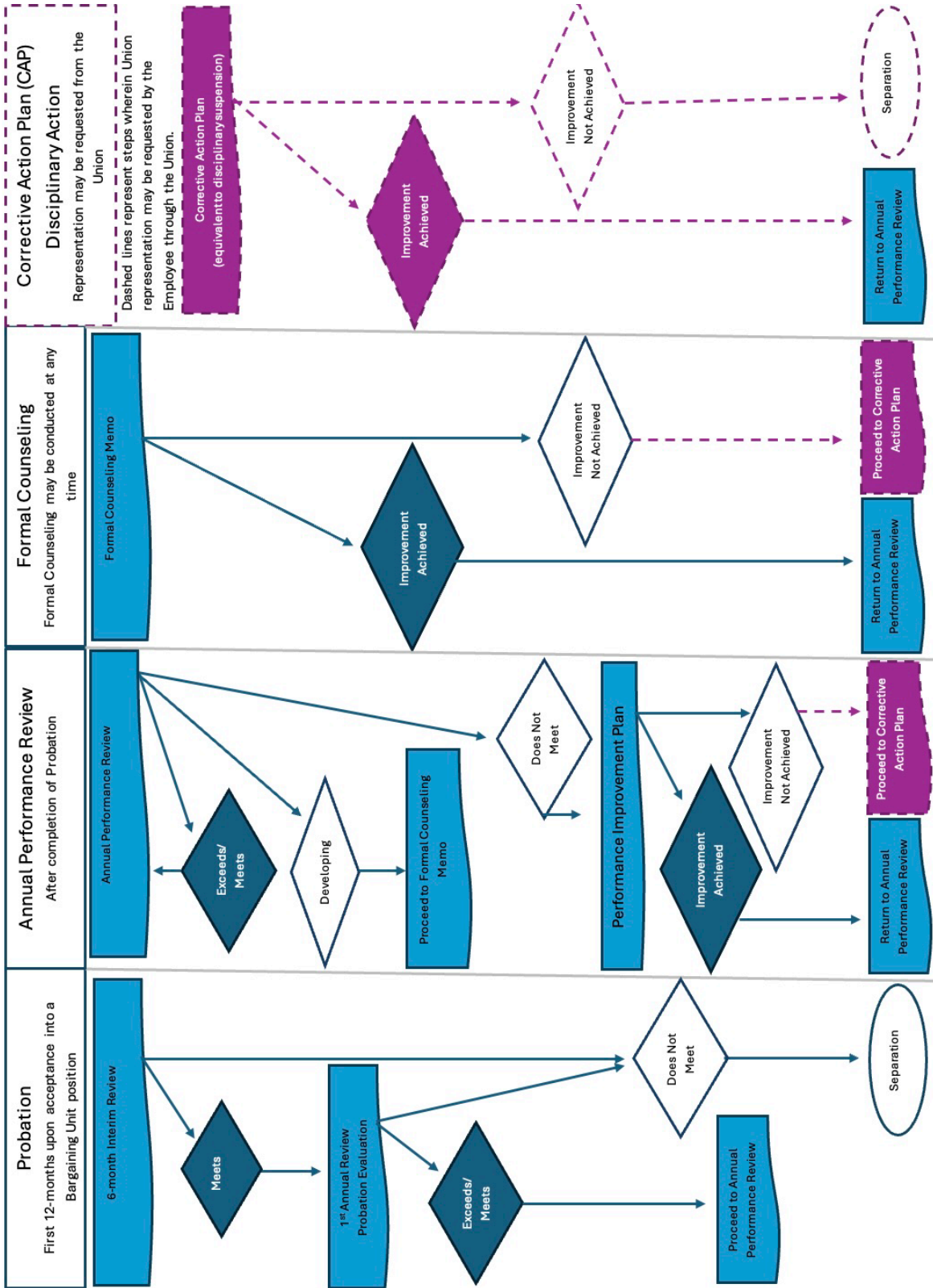
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Signatures on File

APPENDIX I



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