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- 187 Effective July 1, 2024, the minimum and maximum of each grade level shall be adjusted based on the January 1, 2022 through December 31, 2025 Memorandum of Understanding as agreed to between the parties. Each employee on the active payroll on that date shall have his/her base rate of pay increased by the appropriate amount as per the health care and wages agreement agreed to between the parties. A copy of the new wages will be made available to the Union when known.
- 188 Employees may receive a lump sum payment for merit or other reasons deemed appropriate by the University. Decisions under this paragraph shall be up to the Employer and not subject to the grievance procedure or arbitration.
1. The Employer will provide written criteria to the Union for awarding of such payments before lump sum payments may be made under this paragraph. The Union may request a special conference to discuss the criteria within fourteen (14) days of receipt, but the Employer shall have the right to implement the criteria and make lump sum payments under this paragraph. Said special conference will not be used to discuss merit payments to individual employees.
  2. The Employer will provide the Union a complete listing detailing any and all lump sum payments made under this paragraph at the end of each fiscal year.

#### B. Movement Within Grade Levels

- 189 A review will be made of all employees, except Apprentices, represented by Spartan Skilled Trades Union whose wage rate is not at the maximum of their current grade level. If an employee meets the following qualifications:
1. Has been in their present classification for two (2) years or more.
  2. Has at least a satisfactory rating on each of their last two (2) Employee Evaluation rating forms, that employee will receive an increase to bring their wage rate to the maximum of their current grade level.
  3. Possesses the necessary certifications and licenses outlined in their classification. A document showing this information will be made electronically available to employees.

During the term of this Agreement, an employee whose wage rate is not at the maximum of their current grade level and who does not meet the qualifications as listed above shall be:

1. Reviewed on a semiannual basis and will be granted an increase based upon a satisfactory work record. Employees shall progress to the top of their current grade level at any time within a two (2) year period as provided above. High Voltage Electricians will progress to the top of their current grade level at any time within a three (3) year period.

2. Reviewed and upon meeting the qualifications as listed above, shall, effective the date of qualifications, receive an increase to bring their wage rate to the maximum of their current grade level.

A written record of the date and the outcome of the review will be made.

In no case will an increase exceed the maximum rate for the classification.

## ARTICLE 43

### WORKING HOURS

#### A. Shift Differential

- 190 Employees who work on the second or third shift shall receive, in addition to their regular pay one dollar and fifty cents (\$1.50) for classifications level 915 and lower or three dollars (\$3.00) for classifications level 916 and higher, per hour additional compensation. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

#### B. Shift Hours

- 191 The first shift is any shift that regularly starts on or after 5:00 a.m., but before 1:00 p.m. The second shift is any shift that regularly starts on or after 1:00 p.m. but before 9:00 p.m. The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m.

#### C. Rest Periods

- 192 Employees may take a rest period of not more than fifteen (15) minutes for each half-day of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

#### D. Wash-Up Time

- 193 Employees will be given the necessary time prior to punching out, to wash up and change uniforms, if used.

#### E. Call-In Pay

- 194 An employee reporting for emergency duty at the Employer's request for work which he/she had not been notified of in advance and which is outside of and not continuous with his/her regular work period, shall be guaranteed at least three (3) hours pay and three (3) hours work at the rate of time-and one-half. An employee who reports for such emergency duty in Infrastructure Planning and Facilities which is of a minimum five (5) hours duration and which is continuous with his/her scheduled start time, shall receive a one (1) hour paid break prior to beginning scheduled work. An employee



who reports for scheduled work and no work is available will receive three (3) hours pay at his/her regular straight time rate. Paragraph 194, Call-in Pay shall apply when an employee is contacted away from the workplace for unscheduled emergency duty. An employee contacted away from the workplace and who begins work within three (3) hours of a regular shift starting time shall receive the full three hours call-in pay at time-and-one-half.

When an employee has arrived at the workplace for a regularly scheduled shift and is then assigned to begin work early, Paragraph 194 does not apply. If the employee assigned to begin work early also completes the regular schedule of work in accordance with Paragraph 200 or Paragraph 204, a., then the employee will be paid for actual time worked before the start of the regular shift at time-and-one-half, or a one-half-hour minimum at time-and-one-half, whichever is greater.

F. Standby Pay

195 General – Standby Pay compensates employees to be available to report to work during their off-duty hours.

Management has the exclusive right to identify when to offer Standby Pay and the trade(s) eligible to participate, on a case-by-case basis.

196 Definitions

1. Standby is defined as being available for work during off-duty periods.
2. Standby Pay is defined as one (1) hour of an employee's straight time rate of pay Monday through Friday, two (2) hours on a Saturday and Sunday, and three (3) hours on University-recognized holidays per day that the employee is scheduled on standby.
3. A day is defined as the 24-hour period beginning at the start of the assignment.

197 Compensation

1. Where a standby assignment is for less than a full 24-hour period, the employee(s) working the assignment will receive one (1) hour of his/her straight time rate of pay Monday through Friday, two (2) hours on Saturday and Sunday, and three (3) hour on University-recognized holidays.
2. Standby Pay will not be considered either "time worked" or "time paid" for purposes of calculating overtime pay.
3. Standby Pay is not subject to shift differential.

198 Expectations – Employees assigned to Standby will be issued a cell phone, or other similar communication type of device. Such device must be carried on the person assigned or otherwise immediately available to the employee and maintained in good working order, fully charged and able to receive messages.

Employees designated for standby must be available to come to work if needed. Available is defined as:

1. Able to perform the full scope of duties if called;

2. Able to report for duty within a maximum of 60 minutes from the time of the page or call;
3. Not engaged in any activity (nor still under the effect of recently being engaged in any activity) that would limit their ability to report to or fully function at work, including but not limited to; consumption of alcohol or illegal drugs, being out of the area or failing to respond to a call or page;
4. Available for calls outside the regularly scheduled working hours by designated communication device.

If a standby duty employee is called and cannot be reached or does not report after a reasonable period of time (not to exceed sixty (60) minutes), the employee will forfeit the call-in assignment and call-in pay and is subject to discipline. Standby Pay for the day will also be forfeited.

- 199 Volunteering and Assignment – Individuals in the identified trade(s) may volunteer for Standby Pay. In the event there are more volunteers than are necessary to fill the assignments, the assignments will be rotated on the basis of seniority provided that the employee possesses the knowledge, skills, and ability to perform the work.

Remaining volunteers will be placed on an alternate list and substituted as necessary by the employer.

Alternate volunteers will not be paid Call-In Duty Pay unless they are called upon to replace an employee.

In the event there are not enough volunteers to fill the necessary positions, the assignments will be rotated on the basis of inverse seniority so long as the employee in the identified trades possesses the knowledge, skills, and ability to perform the work. This shall not apply to any employees already on a call-in method under Paragraph 211. The assignment shall be for a period of one week commencing on Monday and ending on Sunday.

G. Time-and One-Half

- 200 Time-and-one-half the regular rate of pay will be paid for all time worked in excess of eight (8) hours in an employee's workday, or above ten (10) hours in an employee's workday for those regularly scheduled to work a ten (10) hour shift. Time-and-one-half the regular rate of pay will be paid for all hours worked in excess of forty (40) hours in an employee's workweek.
- 201 Scheduled work on Sunday (excluding trouble-truck) which falls outside of the normal work schedule, shall be paid at time-and-one-half the regular rate of pay.
202. For the purpose of computing overtime pay all holiday hours paid will be considered Time worked.
- 203 Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

ARTICLE 44

TIME-AND-ONE-HALF IN SEVEN-DAY OPERATIONS AND IN OTHER SPECIFIC AREAS OF WORK

204 The following provisions apply to seven-day operations and other specific areas of work within the work groups designated.

1. Time-and-one-half the regular straight time rate will be paid to employees assigned to seven-day operations who work over forty (40) hours in a work week. It is further agreed that the above provision applies to the Swing Shift Maintenance Shop Trouble Trucks within Infrastructure Planning and Facilities.

ARTICLE 45

A. EQUALIZATION OF OVERTIME HOURS

205 In Infrastructure Planning and Facilities Maintenance Services overtime equalization shall be by Shop or Crew. Up-to-date overtime lists showing the accumulated hours shall be posted in a prominent place in each shop once a month. An electronic copy of all lists shall be sent to the Union's e-mail address at the same time.

206 Whenever the opportunity for scheduled overtime exists, the employees in the shop or crew with the least number of accrued hours having the classification and capable of performing the work will, except in necessary emergencies, be offered the opportunity first. The Union reserves the right to grieve what is considered an emergency. If the employee works the offered overtime s/he will be charged for the number of hours worked. If the employee refuses the overtime it will be offered to the next employee on the list, and s/he will be charged with turndown hours in the amount equal to the hours that were worked (2 hour minimum). This continues down the list until the number of employees required to perform the work has been met. If a Supervisor has exhausted the list or lists that they have control of, and there is still a need for employees to perform the work, they must offer the overtime to anyone who has the classification needed and is capable of performing the work, regardless of the Shop or Crew list they may be on.

207 The parties recognize that in a Shop there can be Project Teams, Service Routes, and Crews. When these exist and there is scheduled overtime available, it shall be offered in the case of the Project Teams and Crews in the manner set forth in Paragraph 206. In the case of Service Routes it will be offered to the employee or employees assigned to the route first and then in the manner set forth in Paragraph 206.

208 On July 1 each year, the amount of overtime hours accrued by each employee on the OTE lists will be reduced to zero. The order of employees as they ended up on the June 30th OTE list will remain in that order for the start of the next accrual year.

209 New employees shall assume the highest number of overtime hours, plus one on the OTE list that they are assigned to. Employees that move to a different Shop or Crew shall have their existing hours carried with them to the new shop or crew OTE list.

- 210 The Employer will continue the practice of balancing the work between any multi-craft shop or crew and Electrical, Mechanical, Plumbing and Structural shops.
- 211 Shops agree to provide a structured means to accomplish answering a call-in situation to meet the needs of the University. This can be done by setting up an OTE list, a rotational or standby type arrangement, or some other means on an annual basis (July 1 to June 30 of the following year).
1. Shops shall select or renew call-in method prior to July 1st of every year. The method chosen will be determined by a majority vote of qualified shop personnel. Paragraphs 195 to 199 shall apply if the standby option is selected and approved.
  2. Employees who are in any multi-craft shop may volunteer to be included in the call-in method previously chosen by the shops with their respective classification.
  3. If the Employer or the Union disagrees with the proposed call-in method, a Special Conference will be held between the Employer and the Union to resolve the issue.
  4. If the issue is not resolved by July 1<sup>st</sup> of a given year or the parties cannot reach agreement, the method of equalizing overtime specified in Paragraph 206 shall be followed with all of those employees voting being placed on a call-in OTE list. If the issue is settled after July 1<sup>st</sup>, the agreement reached in the Special Conference shall take affect and continue for the remainder of the annual year; (July 1<sup>st</sup> to June 30<sup>th</sup> of the following year).
- 212 In the event of an emergency call-in, all employees called and all of those who reported will be charged a minimum of 3 hours. If a dispute arises over attempted calls, a phone log, written or electronic, shall be considered sufficient proof of the call unless produced phone records prove otherwise.
- 213 Employees responding in a call-in situation will be generally expected to report within one (1) hour or less, if possible.
- 214 Special event overtime will be offered to employees by the classification needed in a seniority rotational order. The employee must be able to perform the work. Any hours worked will be recorded on the OTE lists. The list shall not be reset at any time; it will retain its rotational order from year to year. New hires shall be placed at the bottom of the list on the day they are hired.

#### B. Equalization of Overtime Hours – FRIB

- 215 Overtime hours shall be divided equally as practicable among employees qualified to perform the work. An up-to-date list showing overtime hours will be posted electronically every month.
- 216 Whenever overtime is required, the person with the least number of overtime hours capable of performing the work, will, except in necessary emergencies, be called first and so on down the list in an attempt to equalize the overtime hours. The Union reserves the right to grieve what is an emergency. Where significant efficiencies are a consideration, OT may be assigned to the person(s) currently working on it.

- 217 For the purpose of this clause, an employee who did not choose to work will be charged the highest number of overtime hours of the employees worked during that overtime period. In the event of an emergency call-in, all persons attempted to be contacted or who report to perform the work will be charged the time.
- 218 On July 1 each year, the amount of overtime hours credited to each employee will be reduced to zero. The order of individuals will remain unchanged.
- 219 New and transfer employees shall be given the same number of overtime hours as the employee with the highest number of hours on the overtime list, plus one hour.

C. Equalization of Overtime Hours – Research Shops and Other Areas not otherwise covered in Article 45

- 220 Overtime hours shall be divided as equally as practicable among employees in the same classification in each unit. Up-to-date overtime lists showing the accumulated hours shall be posted in a prominent place in each unit once a month and made available to the Union upon request.
- 221 When overtime is required the employee with the least number of accumulated hours on the list and capable of performing the work will be asked first. If that employee turns down the overtime then the next person with the least number of hours will be asked and so on down the list in an attempt to equalize the overtime hours. In an emergency, this procedure may not be followed but the Union reserves the right to grieve what is an emergency.
- 222 For the purpose of this clause, any employee who did not choose to work or was not available for the overtime will be charged turndown hours equivalent to the hours of the employee who did work the overtime.
- 223 On July 1st of each year the accumulated overtime hours that each employee has on the overtime list shall be reduced to zero. The order in which each employee appears on the list should be based on the amount of overtime charged to each employee during the previous year, starting with the employee with the least amount of overtime charged.
- 224 New or reclassified employees will be charged with the highest number of hours plus one on the overtime list that they are assigned to by their classification.

D. 30 Days' Notice of Change

- 225 Upon providing 30 days' notice to the Union, Research Shops and other areas not otherwise covered in Article 45 may substitute the following equalization of overtime procedures for Paragraphs 220 and 221, respectively:
1. Overtime hours shall be divided as equally as practicable among the employees qualified to perform the work. An up-to-date list showing overtime hours will be posted electronically every month and made available to the Union upon request.

2. Whenever overtime is required, the person with the least number of overtime hours capable of performing the work, will, except in necessary emergencies, be called first and so on down the list in an attempt to equalize the overtime hours. The Union reserves the right to grieve what is an emergency. Where significant efficiencies are a consideration, OT may be assigned to the person(s) currently working on it.

## ARTICLE 46

### LONGEVITY PAY

- 226 All regular employees of the Employer shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.
- 227 LONGEVITY YEAR – The longevity year is defined as the twelve-month period beginning October 1 of each year and ending September 30. For longevity payment purposes only, a year of continuous full-time service is defined as any longevity year in which the employee is actively employed for at least 39 calendar weeks (273 calendar days).
- 228 Longevity pay shall be computed as a percentage of the employee's regular annual base wage. Base wage shall be that wage which an employee is being paid on September 1 of the calendar year in which the longevity payment is due. The annual base wage shall be equal to the employee's hourly rate times 2080 hours as of September 1 of the calendar year. If an employee is not on the payroll at that time, the hourly rate to be used will be the hourly rate upon his/her return. Base wage shall not include overtime or premium pay.
- 229 INITIAL ELIGIBILITY – The last date of hire as a regular employee will be used as the normal longevity date. To qualify for the first longevity payment, an employee must have completed six (6) years of continuous service as of October 1 of any year. To qualify for initial eligibility, the employee must have been on active employment for at least 39 calendar weeks (273 calendar days) for six (6) consecutive years and an employee as of October 1 of that year to receive the longevity payment. Periods of active employment of less than 39 calendar weeks will be counted toward the employee's years of continuous service.
- 230 CONTINUING ELIGIBILITY – After establishing initial eligibility, employees must be actively employed for 39 calendar weeks (273 calendar days) during the longevity year and an employee as of October 1 to receive the longevity payment on December 1. Periods of active employment of less than 39 calendar weeks, while not qualifying the employee for payment of longevity, shall be counted toward the employee's years of continuous service.
- 231 Payments to employees who are eligible each October 1 will be paid on December 1. No longevity payment as shown in the schedule below shall be made for that portion of an employee's regular wage which is in excess of \$9,500.

232 All regular employees as of July 22, 1996 shall be “grandfathered” under the current Longevity Pay program. Employees who hire into the bargaining unit after July 22, 1996, will be, and shall remain, ineligible for the Longevity Pay program.

233 Longevity Pay Schedule

Continuous Service	Annual Percentage
6 or more and less than 10 years	2%
10 or more and less than 14 years	3%
14 or more and less than 18 years	4%
18 or more and less than 22 years	5%
22 or more and less than 26 years	6%
26 or more years	8%

## ARTICLE 47

### HEALTH CARE COVERAGE

234 Health care programs are subject to the 2022 Memorandum of Understanding between Michigan State University and the MSU Coalition of Labor Organizations (MSU/Coalition Memorandum), until such time as a new agreement is reached either with the JHCC or individual bargaining with the Union or as otherwise permitted by law.

235 Employees may enroll within thirty (30) days of employment or appointment to an eligible status or during an annual open enrollment. Enrollment information and forms are available through the Human Resources website.

236 Regular bargaining unit employees will have a dental program.

237 Dental:

1. Fees for the following services will be covered on usual, customary and reasonable basis with a 50% co-payment subject to a \$600 annual maximum per individual. Services include basic diagnostic, preventative, emergency palliative, restorative, oral surgery, endodontics, periodontics, and prosthodontics. In addition orthodontics will be covered subject to a \$600 lifetime maximum per individual. This program will be provided by an insurance carrier selected by MSU. These benefits will be provided consistent with the carrier’s conditions and procedures.
2. Regular bargaining unit employees will have the option to select a managed care dental plan effective July 1, 1995. The program will be provided by a carrier selected by MSU. These benefits will be provided consistent with the carrier’s conditions and procedures. Employees choosing this plan shall pay any premium cost greater than the premium cost of the plan described above.

ARTICLE 48

DISABILITY PLANS

A. Extended Disability Plan

238 Eligibility – Regular full-time employees with at least sixty (60) continuous full-time equivalent (FTE) service months are eligible for extended disability leave.

239 Usage – In cases which are expected to result in total disability, eligible employees will be granted extended disability leave with full pay and benefits for up to six (6) months from last day worked. This leave will include the aggregate of accumulated sick leave, vacation and personal leave to the extent these benefits are due the employee. This leave will be extended beyond six (6) months until all paid leave accruals have been exhausted. Employee agrees to repay the University all extended disability leave benefits paid, if Employee does not receive long-term disability benefits.

B. Long-Term Disability Plan

240 A University-paid Long-Term Disability Plan will be granted to all regular full-time employees with at least twelve (12) continuous full-time equivalent (FTE) service months.

241 After a minimum one hundred eighty (180) day disability waiting period, the LTD Program provides for a continuation of the monthly wage equal to sixty (60) percent of the monthly base rate of pay, up to a maximum benefit of \$15,000 (including any offsets, e.g. benefits from Social Security or Workers' Compensation).

242 The LTD Program also pays the employee's 5% contribution and the University's 10% contribution to the TIAA or Fidelity base retirement program or other substantially similar retirement programs made available through the University.

243 The LTD Program includes a three (3%) percent cost of living rider and a \$50 per month minimum benefit. Benefits are payable as provided below:

<u>Disability Commences</u>	<u>Duration of Benefits</u>
Less than 60	To age 65
60 but less than 65	4 ½ years
65 but less than 68 ½	To age 70
Age 68 ½ or over	1 year

244 At the Employer's expense, a disabled employee may continue to participate in the Employee Paid Life, dental and health care programs, if the employee is not on the active payroll.

245 For additional information, contact MSU Human Resources.



ARTICLE 49

EMPLOYEE PAID LIFE PLAN

- 246 The University will make available to regular full-time and part-time employees an optional life plan. The plan is entirely funded from employee premiums and rates are subject to future group experience. The plan is decreasing term with no cash or loan value and coverage may be selected in optional amounts depending upon age and the plan selected.

ARTICLE 50

BASIC LIFE EMPLOYER PAID LIFE PLAN

- 247 The Employer will provide, at no employee cost, a fully paid life plan to all regular full-time employees at the time of hire.
- 248 This program will provide a life plan in the case of death of an eligible employee on active-duty status (including unpaid leaves of absence of 180 days or less) in accordance with the provisions of the program administered by MSU HR Benefits.
- 249 The employee may designate a beneficiary if desired; if none is designated, the life insurance benefit payment will be made to the beneficiary under the Employee Paid Life Plan if enrolled; otherwise payment will be made in one sum to the survivors in the first surviving class of those that follow: Your a) spouse; b) children; c) parents; or d) brothers and sisters. If none, survivor's payment will be made in one sum to your estate.

ARTICLE 51

RETIREMENT BENEFITS

A. University Retirement

- 250 University Retirement Defined – University retirement shall be defined as 1) attainment of age 62 or older with 15 years of employment, or 2) at any age with 25 years of employment. Interruptions in employment of less than a one (1) year duration shall not constitute a break in service as it pertains to retirement.

An employee returning after twelve (12) months of her/his termination from University employment shall, after five (5) additional years of employment, receive credit for all past seniority for the purpose of retirement only.

With proper documentation, reemployed employees, after five (5) years of service, will be granted credit for all past seniority upon application to the Human Resources.

Under no circumstances shall reemployed employees be eligible to receive the University contribution towards the group health and dental coverage in addition to the

contributions to the separate employer contribution account described in Paragraph 252.

- 251 Effective 12/1/79, new retirees and covered spouses will remain eligible to maintain the prescription drug rider. Employees participating in group life insurance at the time of retirement and who were enrolled prior to 7-1-77 shall receive a \$2,000 University paid life insurance benefit.
- 252 Employees hired prior to July 1, 2002 and meeting the minimum retirement requirements will remain eligible to maintain group health and dental coverage for the employee, spouse/OEI and dependents and receive the Employer proportional contribution toward the lowest cost MSU retiree health care and dental plan.

Retiree health care and dental plan coverage for regular employees hired on or after July 1, 2002, but prior to July 1, 2010.

1. Upon official retirement from MSU (age 62 with at least 15 years of service credit or 25 years of service credit at any age), an official retiree may then enroll (or continue enrollment) in the health care and dental plan coverage available to MSU retirees. MSU will contribute, only for the official MSU retiree, 100% of the University contribution (excluding any Medicare premiums) toward the lowest cost available MSU retiree health care and dental plan. Enrollment in MSU health care and dental plan coverage is available for any eligible spouse, other eligible individual and/or dependent(s) if the official MSU retiree pays the full applicable premium cost for the coverage.
2. In the event of the death of an official MSU retiree, or an employee who meets the requirements to be an official MSU retiree, the surviving spouse, other eligible individual, and/or dependent(s), if any, may continue/enroll in health care and dental plan coverage through MSU by paying the full applicable premium cost.
  - a. If there is no surviving spouse or other eligible individual, eligible dependents may elect COBRA continuation coverage, if applicable.
  - b. The surviving spouse or other eligible individual cannot subsequently add a new spouse or other eligible individual and/or dependent(s) to their MSU health care and dental plan coverage.

Employer contributions for retiree health and dental plan coverage are not provided for employees hired on or after July 1, 2010.

Upon official retirement from MSU (age 62 with at least 15 years of service credit or 25 years of service credit at any age), an official retiree hired on or after July 1, 2010 may then enroll (or continue enrollment) in the health care and dental plan coverage available to MSU retirees at the employee's expense. Enrollment in MSU health care and dental plan coverage is available for any eligible spouse, other eligible individual and/or dependent(s) if the official MSU retiree pays the full applicable premium cost for the coverage.

Effective January 1, 2015, for benefits eligible employees hired on or after July 1, 2010 the University will, upon hire, contribute 0.5 % (one-half percent) of the employee's retirement eligible earnings into a separate employer contribution account within the

existing 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 of service the University's contribution increases to 0.75% (three-quarter percent) of retirement eligible earnings.

1. 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 online.
2. The accumulated account balance will become 100% vested immediately.

253 An employee who retires under the definition in Paragraph 250 shall be paid for fifty (50) percent of his/her unused sick leave, but not to exceed a maximum of fifty (50) percent of one thousand two hundred (1200) hours, as of the effective date of separation.

254 An employee who does not meet the definition of University Retirement in Paragraph 250 but has at least five (5) years, but less than ten (10) years of continuous full-time service and has attained 65 years of age at the time of his/her separation shall be paid fifty (50) percent of his/her unused sick leave as of the effective date of separation. An employee who does not meet the definition of University Retirement in Paragraph 250 but has at least ten (10) years of continuous full-time service and has attained 65 years of age at the time of his/her separation shall be paid one hundred (100) percent of his/her unused sick leave as of the effective date of separation but not to exceed a maximum of one hundred (100) days unless he/she has received a University contribution to TIAA or Fidelity or other substantially similar retirement programs made available through the University in which case he/she shall be paid as in Paragraph 253.

255 Prorated longevity payments shall be made to those employees who retire under the definition of University Retirement in Paragraph 250 prior to October first of any year. This also applies to those employees not under the definition of University Retirement in Paragraph 250 but who are 65 years of age at the time of their separation. Such prorated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October first to the date of retirement or separation and shall be made as soon as practicable thereafter.

B. Base Retirement

256 Michigan State University provides a base retirement program with the Teachers Insurance and Annuity Association (TIAA), Fidelity Investments or substantially similar retirement programs made available through the University and selected by the employee.

- 257 Eligibility and Participation – Regular full-time and part-time employees are eligible for participation in the MSU 403(b) base retirement options through the University in accordance with the following policies:
1. The program is optional to employees under age 35 or who are over age 62 at the time of employment.
  2. The program is required as a condition of employment for employees who have attained age 35.
  3. Once required participation commences, it is not possible to disenroll from the program while employed at the University.
- 258 Premium Contributions – The base retirement options made available through the University are financed by five (5%) percent reduction from employee base wage, overtime, and shift differential with the University contributing ten (10%) percent.
- 259 It is further understood that the improved formula, contribution levels and method of benefit computation in addition to other provisions contained herein extend through the contract expiration date
- 260 Complete details concerning the provisions of the University’s base retirement options are outlined in a brochure which may be obtained from MSU Human Resources.

## ARTICLE 52

### EDUCATIONAL ASSISTANCE

#### A. Qualifications

- 261 The University provides assistance to enhance an employee’s educational and career development needs and goals for regular full-time and part-time staff.
- 262 Tuition from an accredited educational institution will be reimbursed for up to fourteen (14) credits per MSU academic year upon successful completion of the course(s). A grade of 2.0 or better (or CR – credit) is required for a credit course.
- 263 Institutions under such government training programs as the G.I. Bill of Rights will also be accepted.
- 264 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.

#### B. Release Time

- 265 When a course is not available during non-working hours, the employee may request release time with pay not to exceed five (5) hours per week to attend one course. The department administrator or designee shall determine whether unit functions will allow

such release time to be granted. Such determination shall be within the sole discretion of the Employer.

C. Eligibility

266 The benefits become 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 approval of his/her supervisor and/or department/unit administrator.

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

D. Tuition Reimbursement

268 To receive reimbursement for MSU courses, the employee shall submit the completed educational assistance form with departmental approval to Human Resource Development at least ten (10) 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 Human Resource Development at least ten (10) days prior to the start of class and send evidence that he/she has successfully completed the course within fifteen (15) days of the receipt of such evidence.

1. Tuition reimbursement for MSU credit courses

a. The Employer shall pay for approved course(s) which are successfully completed on the following basis:

- i. For undergraduate credit courses taken through MSU, the tuition fee up to the MSU upper division undergraduate tuition rate per credit taken, not to exceed 14 semester credits per academic year.
- ii. For graduate credit courses taken through MSU, the tuition fee up to ½ of the MSU upper division undergraduate tuition rate per credit taken, not to exceed 14 semester credits per academic year.
- iii. Registration fees, course fees, lab fees, books and other course materials charged by MSU are the responsibility of the student.

2. Tuition reimbursement for non-MSU credit courses

a. The Employer shall pay for approved course(s) which are successfully completed on the following basis:

- i. For credit courses taken through Michigan-based schools, the tuition fee up to ½ of the MSU upper division undergraduate tuition rate per credit taken, not to exceed 14 semester credits per academic year.

- ii. Registration/matriculation fees, course fees, lab fees, books and other course materials charged by Non-MSU institutions are the responsibility of the student.
- iii. For credit courses taken through online only and non-Michigan based schools, the tuition fee shall not be covered.

E. Tuition Waiver for MSU credit courses

- 269 Bargaining unit members who are eligible for educational assistance shall be eligible for a tuition waiver program. This tuition waiver program will be applicable only to those MSU courses enrolled in through the University's standard registration procedure. As a condition of tuition waiver, an employee must sign an agreement authorizing payroll deduction for the amount of tuition waiver to be used in the event she/he does not successfully complete the course(s).
- 270 Employees interested in utilizing the tuition waiver program must submit their educational assistance application complete with departmental approval to Human Resource Development thirty (30) days prior to the semester billing date set by the Fees and Scholarship office. The application must be marked with a request for tuition waiver.
- 271 If the above timelines are met and the educational assistance application is approved, Human Resource Development will forward a list of employees eligible for tuition waiver to the Fees and Scholarship office and to the Union.
- 272 The tuition waiver is for up to fourteen (14) credit hours per academic year. Employees will be responsible for all charges in excess of:
- 1. For undergraduate level courses: the matriculation fee and charges in excess of the MSU upper division undergraduate tuition rate.
  - 2. For graduate level courses: The matriculation fee and charges in excess of ½ the MSU upper division undergraduate tuition rate.

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

- 273 Employees who have had their tuition waived authorize Human Resources to verify successful completion of approved courses at the end of the semester. In cases where tuition waivers are withdrawn (e.g. terminated employee, non-approved course, unsuccessful completion), the University will attempt to payroll deduct the waiver tuition. If the University is unable to make collection through payroll deduction, the Union agrees to be responsible for the outstanding debt(s).

Under no circumstance shall the combination of tuition reimbursement or waiver exceed 14 semester credits per academic year.

F. Non-credit Courses

- 274 Employees may apply for reimbursement and release time for job-related, non-credit courses which are offered through the University Outreach (e.g., Lifelong Education, Continuing Education and Evening College), MSU computing and technology training programs, Davenport College, Lansing Community College, high school adult education programs, Human Resource Development programs or other Human Resource Development approved educational/training programs.
- 275 If non-credit courses only are being taken during an academic year, reimbursement will not exceed eight hundred (\$800.00) dollars.
- 276 If non-credit courses are being taken during the same academic year as a course per sections D and E above, the total reimbursement will not exceed the MSU rate per credit for fourteen (14) credit hours at the MSU upper division undergraduate tuition rate.
- 277 Employees must document their successful completion of non-credit courses by submitting either (1) a certificate from the course signed by the instructor, or (2) a form provided by Human Resources signed by the instructor.

G. Course Fee Courtesy

- 278 Full-time employees with 60 full-time equivalent service months are eligible under the course-fee courtesy policy as it is provided to the faculty of the University.

ARTICLE 53

ASSIGNMENT OF COLLEGE OF AGRICULTURE AND NATURAL RESOURCES  
EMPLOYEES

- 279 Time-and-one-half the regular straight-time rate will be paid to all employees in the bargaining unit who work over eighty (80) hours in any pay period of two (2) calendar weeks in the College of Agriculture and Natural Resources.
- 280 The Employer will provide jobs for students to the end that impecunious youngsters may secure an education. Many students are employed in order to receive practical training as a part of their education. Therefore, the Employer's current policy with respect to the employment and assignment of students in the College of Agriculture and Natural Resources will be continued.
- 281 The University's current policy with respect to the employment and assignment of academic personnel, graduate students and students on research projects in the College of Agriculture and Natural Resources may spend up to thirty (30) percent of their time performing work outside of their supervisory duties in work related to research and special assignments in the bargaining unit.
- 282 Additionally, it is understood that, in emergency situations when regular employees are not immediately available, supervisory employees in the College of Agriculture and Natural Resources may be required to perform work within specific job classifications.

The same thing is true when operational difficulties are encountered or in the testing of materials. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned and no dispute over the policy stated above shall be occasioned by such demonstration

#### ARTICLE 54

##### SUPERVISION WORKING

283 It is the policy of the Employer that foremen and supervisory employees shall not perform work in any job classification of the bargaining unit; however, it is understood that occasionally management personnel are required to perform manual tasks and, in those situations, the Union agrees there is no violation of the policy herein stated.

284 Additionally, it is understood that, in emergency situations when regular employees are not immediately available, supervisory employees may be required to perform work within specific job classifications. The same thing is true when operational difficulties are encountered or in the testing of materials. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned and no dispute over the policy stated above shall be occasioned by such demonstration.

#### ARTICLE 55

##### STUDENT LABOR

285 It is the policy of the Employer to provide jobs for students to assist them in obtaining an education. It is the intent of the Employer to use student employees to supplement the regular work force and not replace it.

#### ARTICLE 56

##### SPECIAL CONFERENCES

286 Special Conferences to discuss important matters (not current grievances) will be arranged by the local President and/or Chief Steward and the Employer or its designated representative upon request of either party. Such meetings shall be between no more than four (4) representatives of the Employer and no more than four (4) representatives of the Union, unless more are mutually agreed to. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This meeting may be attended by a non-employee representative(s) of the SSTU.



## ARTICLE 57

### SAFETY APPAREL

- 287 Any employee's safety apparel or apparatus required by University rules and/or applicable laws, will be paid for by the University. The safety boot allowance shall be no less than \$200.00.
- 288 The parties agree that employees shall obtain eye examinations and prescriptions at their own cost. The Employer through an approved vendor shall make available to such employees a pair of prescription safety glasses at no cost.
1. Should an employee desire to utilize frames and lenses which cost more than the basic line of frames and lenses subsidized by the Employer, he/she may do so, but the employee shall pay any additional costs over and above the basic line of approved frames and lenses.
  2. Employees can obtain replacement glasses with any prescription change and/or after one (1) year of normal use.

## ARTICLE 58

### PHYSICAL EXAMINATIONS

- 289 While on assignment if an employee believes he/she has been exposed to hazardous conditions and requests an examination, the University, upon responsible verification of the hazardous condition, shall arrange the proper examination. The employee shall notify his/her supervisor who shall process the request as soon as possible. All medical records on any examinations conducted shall be available to the employee upon request of the employee's Health Provider.

## ARTICLE 59

### TOOLS

- 290 Employer will provide tools for Mechanic Automotive. Such tools will be the property of the Employer.

## ARTICLE 60

### SUPPLEMENTAL AGREEMENTS

- 291 All supplemental agreements shall be subject to the approval of the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by either party.

## ARTICLE 61

### SAVINGS CLAUSE

- 292 If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto the Employer and the Union shall immediately enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

## ARTICLE 62

### CONTRACT DOCUMENTS

- 293 The provisions herein contained constitute the entire Agreement between the parties.

## ARTICLE 63

### TERMINATION AND MODIFICATION

- 294 This Agreement shall continue in full force and effect from the date hereof until 11:59 p.m., June 30, 2026, and from year to year thereafter unless notice of termination or modification is given as provided in Paragraphs 295, 296, and 297 below.
- 295 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.
- 296 If either party desires to modify or change this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective termination date of this Agreement. Any amendments 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.
- 297 Notice of Termination Modification. Notice shall be in writing and shall be sufficient if sent by regular or electronic mail addressed to the Union President, and if to the Employer, addressed to Director, Employee Relations, or to any such address as the Union or the Employer may make available to each other.

298 This Agreement shall be effective from and after December 23, 2022, until and including June 30, 2026, with respect to all provisions of this Agreement.

ARTICLE 64

EFFECTIVE DATE

This Agreement shall become effective as of December 23, 2022.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS

Date Signed \_\_\_\_\_

EMPLOYER

SPARTAN SKILLED TRADES UNION

\_\_\_\_\_  
Melissa Woo, PhD, Executive Vice President  
for Administration

\_\_\_\_\_  
Dan Barney, President  
Spartan Skilled Trades Union

\_\_\_\_\_  
Christina Brogdon, Vice President and Chief  
Human Resources Officer  
MSU Human Resources

\_\_\_\_\_  
Jason Munsch, Vice President  
Spartan Skilled Trades Union

\_\_\_\_\_  
NOT AVAILABLE FOR SIGNATURE

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

\_\_\_\_\_  
Robert Gast, Chief Steward  
Spartan Skilled Trades Union

\_\_\_\_\_  
Suzanne Konkle, Sr. Human Resources Prof I  
Office of Employee Relations

\_\_\_\_\_  
Tom Remboski, Secretary-Treasurer  
Spartan Skilled Trades Union

\_\_\_\_\_  
Anna Strimpel, Sr. Human Resources Prof I  
Office of Employee Relations

\_\_\_\_\_  
Jim Brownlee, Recording Secretary  
Spartan Skilled Trades Union

\_\_\_\_\_  
Cherie Booms, HR Assistant Director Benefits  
MSU Human Resources

\_\_\_\_\_  
Erik Buckley, Negotiator  
Spartan Skilled Trades Union

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Kevin Bragg, Skilled Trades Supervisor  
IPF Maintenance Services Electrical Area

---

Kevin Doyle, Negotiator  
Spartan Skilled Trades Union

---

Deborah Hafke, HR Assistant Director HRIT  
MSU Human Resources

---

Jason Estronza, Negotiator  
Spartan Skilled Trades Union

---

Michelle Jacobs, Unit HR Administrator II  
Infrastructure Planning and Facilities

---

James Tomaszewski, Negotiator  
Spartan Skilled Trades Union

---

Jayme Miller, Sr. Human Resources Prof I  
MSU Human Resources

---

Carrie Murphy, Admin Business Manager/S  
IT Services VP AND CIO

---

Stacy Nurenberg, Service Manager IV  
IPF Building Services Business Office

---

Michelle Rutkowski, HR Director  
Infrastructure Planning and Facilities

---

Teresa Vicary, Human Resources Manager  
FRIB

APPENDIX I  
SPARTAN SKILLED TRADES UNION  
SCHEDULE OF SKILLED TRADES  
CLASSIFICATIONS AND GRADES

<u>Classification</u>	<u>Grade</u>
Cabinetmaker	915
Carpenter	912
Carpenter II*	915
FRIB Group Leader	921
Electrician	918
Glazier	915
Glazer II*	915
High Voltage Electrician	922
High Voltage Electrician – Power Plant	922
Instrument Maker I	914
Instrument Maker II	916
Instrument Maker III	918
Instrument Maker IV	919
Landscape Services Equipment Mechanic I	908
Landscape Services Equipment Mechanic II	915
Locksmith	908
Locksmith II*	915
Locksmith Access Control	916
Mason	915
Mason II*	915
Mechanic Auto I	908
Mechanic Auto II	915
Mechanic Blacksmith	916
Mechanic Electronics	916
Mechanic Elevator I	920
Mechanic Elevator II	924
Mechanic Fire Alarm Systems	916
Mechanic Heating Systems	917
Mechanic Heating Ventilation Air Conditioning (HVAC)	916
Mechanic Maintenance	916
Mechanic Metal Worker	916
Mechanic Refrigeration**	917
Mechanic Telecommunication	916
Mechanic Water Treatment	916
Painter	908
Painter II*	915
Phy/Astronomy Research Shop Sr Des FAB	918
Pipefitter	917
Pipefitter/Welder	918
Plumber	918
Power Plant Electrician	918
Preventive Maintenance Worker	904
Research Shop Coordinator	919

Research Trades Assistant I	906
Research Trades Assistant II	909
Roofer	910
Roofer II*	915
Sign Maker	910
Skilled Trades Inspector	919
Trades Helper I	901
Trades Helper II	905
Upholsterer	908
Welder	916

\*Employees hired on or after July 1, 2010 will not be eligible for these 915 Level II classifications

Employees currently in the progression path shall proceed according to established procedures.

\*\*Absorption and Refrigeration Crews are to be combined.

APPENDIX II  
SPARTAN SKILLED TRADES UNION  
SCHEDULE OF SKILLED TRADES  
CLASSIFICATIONS BY GRADES

Effective 1/01/2023

<u>Classification</u>	<u>Hourly Minimum</u>	<u>Range Maximum</u>
<u>Grade 900</u>	22.29	27.19
<u>Grade 901</u> Trades Helper I	21.69	24.13
<u>Grade 902</u>	22.29	24.92
<u>Grade 903</u>	23.07	25.92
<u>Grade 904</u> Preventive Maintenance Worker	23.07	25.92
<u>Grade 905</u> Trades Helper II	23.54	26.51
<u>Grade 906</u> Research Trades Assistant I	24.68	27.19
<u>Grade 907</u>	25.58	28.23
<u>Grade 908</u> Landscape Services Equipment Mechanic I Locksmith Mechanic Auto I Painter Upholsterer	26.49	29.20
<u>Grade 909</u> Research Trades Assistant II	26.72	29.52
<u>Grade 910</u> Roofer Sign Maker	26.90	30.07
<u>Grade 911</u>	27.64	27.65
<u>Grade 912</u> Carpenter	28.04	31.13
<u>Grade 913</u> Instrument Maker II	28.40	31.99

<u>Classification</u>	<u>Hourly Minimum</u>	<u>Range Maximum</u>
<u>Grade 914</u>	28.84	32.39
Instrument Maker I		
<u>Grade 915</u>	29.59	33.64
Cabinetmaker Carpenter II* Glazier Glazier II* Landscape Services Equipment Mechanic II Locksmith II* Mason Mason II* Mechanic Auto II Painter II* Roofer II*		
<u>Grade 916</u>	30.83	35.23
Instrument Maker II Locksmith Access Control Mechanic Blacksmith Mechanic Electronics Mechanic Fire Alarm Systems Mechanic Heating VentilationAir Conditioning (HVAC) Mechanic Maintenance Mechanic Metal Worker Mechanic Telecommunication Mechanic Water Treatment Welder		
<u>Grade 917</u>	32.00	36.73
Mechanic Elevator I Mechanic Heating Systems Mechanic Refrigeration** Pipefitter Research Shop Coordinator Skilled Trades Inspector		
<u>Grade 918</u>	33.29	38.35
Electrician Instrument Maker III Phy/Astronomy Research Shop Sr Des Fab Pipefitter/Welder Plumber Power Plant Electrician		
<u>Grade 919</u>	34.60	41.03
Instrument Maker IV Research Shop Coordinator		



<u>Classification</u>	<u>Hourly Minimum</u>	<u>Range Maximum</u>
Skilled Trades Inspector		
<u>Grade 920</u>	36.02	42.74
Mechanic Elevator I		
<u>Grade 921</u>	37.43	44.46
FRIB Group Leader		
<u>Grade 922</u>	38.84	46.18
High Voltage Electrician High Voltage Electrician Power Plant		
<u>Grade 923</u>	40.26	47.89
<u>Grade 924</u>	41.67	49.61
Mechanic Elevator II		

\*Employees hired on or after July 1, 2010 will not be eligible for these 915 Level II classifications.

Employees currently in the progression path shall proceed according to established procedures.

\*\*Absorption and Refrigeration Crews are to be combined.

APPENDIX III  
WAGE SCHEDULE  
SPARTAN SKILLED TRADES

Effective January 1, 2023

Level	Minimum	Maximum
900	\$22.29	\$27.19
901	\$21.69	\$24.13
902	\$22.29	\$24.92
903	\$22.83	\$25.42
904	\$23.07	\$25.92
905	\$23.54	\$26.51
906	\$24.68	\$27.19
907	\$25.58	\$28.23
908	\$26.49	\$29.20
909	\$26.72	\$29.52
910	\$26.90	\$29.94
911	\$27.64	\$30.07
912	\$28.04	\$31.13
913	\$28.40	\$31.99
914	\$28.84	\$32.39
915	\$29.59	\$33.64
916	\$30.83	\$35.23
917	\$32.00	\$36.73
918	\$30.61	\$38.35
919	\$34.60	\$41.03
920	\$36.02	\$42.74
921	\$37.43	\$44.46
922	\$38.84	\$46.18
923	\$40.26	\$47.89
924	\$41.67	\$49.61

APPENDIX IV  
WAGE SCHEDULE

Effective December 23, 2022 – June 30, 2026

The wage schedules for this Agreement will be prepared following the determination of the percent wage increases for each year, in conformance with the terms of the “Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations,” effective January 1, 2022, and ratified by the Union, a copy of which is attached hereto, until and including December 31, 2025.

APPENDIX V  
SPARTAN SKILLED TRADES UNION  
DEFINITIONS

1. Agreement – Whenever the word “Agreement” is used in this document, it shall be considered synonymous with the word “Contract.”
2. Base Rate of Pay – Is the per hour rate of the employee not including shift differential or overtime computations.
3. Crew – A group of employees that are assigned work of a similar nature on a regular basis appearing on the same overtime equalization list.
4. Demotion – Demotion shall be considered the movement of an employee to a lower grade level.
5. Full-Time Equivalent (FTE) Service Months
  - A. Full-time equivalent (FTE) service months is defined as the cumulative full-time equivalent (FTE) months of service for University employment of 50.0% or greater. FTE service months will be used in determining eligibility for University benefits which 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%) employees
    2. .75 credit per month for  $\frac{3}{4}$  time (65% - 89.9%) employees
    3. .50 credit per month for  $\frac{1}{2}$  time (50% - 64.9%) employees
  - C. For new hires, terminations, percent of employment changes, etc., FTE service months will be credited based on an employee’s status as of the 15<sup>th</sup> of the month.
  - D. Employees on paid and unpaid leaves of absence or layoff will continue to accrue FTE service months based on their percent of employment immediately prior to the leave/layoff.
  - E. Employees meeting the minimum retirement requirements will remain eligible to maintain group hospitalization and dental insurance and receive the Employer’s proportional contribution.
  - F. If an employee retires with 15 years of service and at least age 62, use the following FTE Service Months ranges to determine their health and dental contribution during retirement.

YEARS                      MONTHS                                      FTE SERVICE MONTHS

		<u><math>\frac{1}{2}</math> time</u>	<u><math>\frac{3}{4}</math> time</u>	<u>Full-time</u>
		(50%-64.9%)	(65%-89.9%)	(90%-100%)
15	180	90.00-116.99	117.00-161.99	162.00-999.99

If an employee retires with 25 years of service at any age, use the following FTE Service Month ranges.

<u>YEARS</u>	<u>MONTHS</u>	<u>FTE SERVICE MONTHS</u>		
		<u>½ time</u> (50%-64.9%)	<u>¾ time</u> (65%-89.9%)	<u>Full-time</u> (90%-100%)
25	300	150.00-194.99	195.00-269.99	270.00-999.99

6. “Full” Workers’ Compensation – Is the payment of Workers’ Compensation including sick, vacation or personal leave accrual supplementation.
7. He/She – Wherever personal pronouns are used in this Agreement, it shall be understood that the gender is inclusive.
8. Health Provider - as used in this Agreement, the term “Health Provider” means:
  - A. a Doctor of Medicine or Osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State of Michigan; or
  - B. a Podiatrist, Dentist, Clinical Psychologist, Optometrist, or Chiropractor (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State of Michigan and performing within the scope of their practice as defined under Michigan law; or
  - C. Nurse Practitioners, Nurse-midwives, Clinical Social Workers and Physician Assistants who are authorized to practice under Michigan law and who are performing within the scope of their practice as defined under Michigan law.
9. Hours of Employment Status
  - A. Full-time Employee – An employee who regularly works 36 hours to 40 hours per week.
  - B. Three-Quarter Time Employee – An employee who regularly works 26 hours but less than 36 hours per week.
  - C. Half-time Employee – An Employee who regularly works 20 hours but less than 26 hours per week.
10. Lateral Transfer – A lateral transfer shall be considered the movement of an employee within the same grade level.
11. Project Team – A group of employees from multiple classifications assigned to complete a specific job.
12. Promotion – Promotion shall be considered the movement of an employee to a higher grade level.

13. Proportional Benefits – Part-time benefits as identified in Paragraph 39 shall be apportioned to persons assigned less than full-time in the following manner:
  - 26 hours but less than 36 hours.....75%
  - 20 hours but less than 26 hours.....50%
  - Less than 20 hours.....no benefits
14. Regular Employee – Describes an employee who is not designated as temporary and who works at least 20 scheduled hours a week.
15. Regular Rate of Pay – Is the per hour rate of the employee including shift differential.
16. “Regular” Workers’ Compensation – Is the payment of Workers’ Compensation with no sick, vacation or personal leave accrual supplementation.
17. Service Route – Buildings or equipment assigned to an employee(s) who perform routine service for them.
18. Special Event – Those in which Infrastructure Planning and Facilities has been asked to provide employees for work or stand by duty at the event in which overtime will occur. Athletic events, Concerts, Graduation, Move In and Move Out in the Residence Halls are some examples. Other events will be mutually agreed upon.
19. Temporary Employee – Any employee hired for nine (9) months or less, and given a date certain for termination at the time of employment.
20. Union – Whenever the word Union appears in this Agreement, it shall mean Spartan Skilled Trades Union.
21. University or Employer – Whenever the words University or Employer appear in this Agreement, they shall mean Michigan State University.

**MICHIGAN STATE**  
**UNIVERSITY**

Letter of Agreement  
Between  
Michigan State University  
And  
Spartan Skilled Trades Union

As a result of discussions between the parties the following is hereby agreed:

The Employer shall not exceed fifteen (15) Preventative Maintenance Worker positions at any one time. The Preventative Maintenance Worker shall be classified as level 902.

This Agreement amends the Resolution of Grievance dated July 5, 2004 re: Grievance 999-01-02.

FOR THE EMPLOYER

FOR THE UNION



\_\_\_\_\_  
Amy B. Holda, Interim Director  
Office of Employee Relations

\_\_\_\_\_  
Dan Barney, President  
Spartan Skilled Trades Union

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Human  
Resources**

Employee Relations

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

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

**MICHIGAN STATE**  
**UNIVERSITY**

Letter of Agreement  
Between  
Michigan State University  
Spartan Skilled Trades

Employees classified as Plumber or Trades Helper in the plumbing crew, as of the effective date of the 2018 – 2022 Collective Bargaining Agreement, shall be exempted from the requirement of obtaining Med-Gas or ASSE certification prior to receiving the final step increase of the Plumber classification pay level.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
Amy B. Holda, Interim Director  
Office of Employee Relations

\_\_\_\_\_  
Dan Barney, President  
Spartan Skilled Trades Union

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Human  
Resources**

Employee Relations

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

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



# MICHIGAN STATE UNIVERSITY

Letter of Agreement  
Between  
Michigan State University, the University  
And  
Spartan Skilled Trades Union, the Union

RE: Duration of Postings Under Article 39

Whereas, Paragraphs 162 and 163 of the Parties Collective Bargaining Agreement call for vacancies to be posted for a period of seven (7) days;

And whereas, the parties have had discussions about the duration of postings for vacancies within the bargaining unit,

The Parties have agreed as follows:

1. The references to seven (7) calendar days in Paragraphs 162 and 163 are understood to refer to the time in which the positing is open to internal candidates.
2. The parties understand a list of internal applicants who have applied for a vacancy is provided to the employing unit by MSU HR at the end of said seven (7) calendar day period at which time the Employer follows the provisions of Article 39 of the parties' Collective Bargaining Agreement as to those internal applicants. The names of any external applicants are not provided to the employing unit at this point.
3. The parties understand that references to seven (7) calendar days in Paragraphs 162 and 163 do not prevent the Employer from leaving a posting up for up to a total of forty-two (42) days for external applicants, including MSU employees who do not hold positions represented by the Union.
4. Employees represented by the Union who apply after the seven (7) calendar day period in Paragraphs 162 and 163 shall be considered as external candidates and the provisions of Article 39 shall not apply to those individuals in terms of that posting.
5. This Agreement does not set precedent for any future agreement or other practice of the parties.



## Human Resources

### Employee Relations

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

517-353-5510  
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[www.hr.msu.edu](http://www.hr.msu.edu)

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
Amy B. Holda, Interim Director  
Office of Employee Relations

\_\_\_\_\_  
Dan Barney, President  
Spartan Skilled Trades Union

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MICHIGAN STATE  
UNIVERSITY

Letter of Agreement  
Between  
Michigan State University, the University  
and  
Spartan Skilled Trades Union, the Union

RE: Mechanic Elevator II Classification

This Letter of Agreement serves to identify specific details concerning the employer's Mechanic Elevator II Classification, level 924 and supersedes the prior Letter of Agreements dated June 6, 2011. The parties to this Agreement recognize the Employer's right to establish, modify, eliminate, and change classifications, and the understanding reached herein are in conformance with Article 41, classifications and wages. This Agreement applies to Infrastructure Planning and Facilities.



**Human  
Resources**

Employee Relations

Michigan State University  
1407 S. Harrison, Suite 240  
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1. It is expressly understood that the employer may grant an hourly rate above the maximum wage rate listed for the position. Such pay adjustment shall not exceed thirty five percent of the maximum wage rate and any wage adjustments above the maximum wage rate shall be in the sole discretion of the employer. This applies to the Level 924 Mechanic Elevator II only.
2. Progression through the scale shall be in accordance with Article 42, Paragraph 189 of the collective bargaining Agreement.
3. Future increases in the wage rates shall be subject to increase accordance with Article 42 of the collective bargaining Agreement.
4. This Agreement does not set precedent for any future agreement or other practice of the parties.

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

# MICHIGAN STATE UNIVERSITY

Letter of Agreement  
Between  
Michigan State University, the University  
and  
Spartan Skilled Trades Union, the Union

RE: This Letter of Agreement serves to identify specific details concerning the employer's High Voltage Development Program and supersedes the prior Letters of Agreements dated March 20, 2009 and June 25 and 26, 2009.

1. The classifications, High Voltage Electrician and High Voltage Electrician – Power Plant, are moved into the wage level of 922. Future increases shall be in accordance with Article 42, of the collective bargaining Agreement.
2. It is expressly understood that the employer may grant an hourly rate above the maximum wage rate listed for the position. Such pay adjustment shall not exceed thirty five percent of the maximum wage rate and any page adjustments above the maximum wage rate shall be in the sole discretion of the employer. This applies to the Level 922 High Voltage Electrician and High Voltage Electrician – Power Plant, only.
3. When the Employer determines it necessary to fill a High Voltage Electrician or High Voltage Power Plant Electrician position, it shall be filled in the following manner:
  - a. An internal only posting shall occur according to Paragraph 160 and 162.
  - b. IPF management shall assemble an internal review committee consisting of both management and union members. The committee shall forward its recommendation(s) to the associated Department Manager for final action.
  - c. Assuming an individual from IPF is selected by this process, they shall be reclassified and no further posting, or interviewing shall be necessary.
  - d. In the event there is no selection from the process above, the employer agrees to fill the position in accordance with Article 39 of the Collective Bargaining Agreement.
  - e. This process shall be the sole discretion of the employer and is not grievable.
4. If an employee fails to meet the competency requirements to successfully complete the program or fails to perform the job duties and is released from the program they will be demoted to the appropriate Electrician classification and rate of pay. They will not be allowed to remain in the High Voltage Classifications.



## Human Resources

### Employee Relations

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5. This Agreement does not set precedent for any future agreement or other practice of the parties.

FOR THE EMPLOYER

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Amy B. Holda, Interim Director  
Office of Employee Relations

\_\_\_\_\_  
Dan Barney, President  
Spartan Skilled Trades Union

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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