

CTU-MSU 2015 TENTATIVE AGREEMENT

The following show all changes proposed in the new contract.
Please note that new language is written in all CAPS and BOLD; and any language to be removed has a strike-through. Formatting will be completed in the final draft so do not be concerned with spacing, layout, lettering, etc.

After identifying the article in which the change has been made, we have noted the page number from the current contract to aid in locating it and listed as much of the section as relevant.

If you have questions, please contact the CTU office at 355-1903 or anyone from the CTU Negotiating team.

The current contract (April 1, 2011 – March 31, 2015) can be viewed online at www.ctumsu.org.

ARTICLE 1. AGREEMENT [page 2]

- I. This Agreement is made by and between the Board of Trustees of Michigan State University and the Clerical-Technical Union of Michigan State University and shall be effective from and after April 1, 2014 ~~5~~ until and including March 31, 2015 ~~9~~, with respect to all provisions of this Agreement except as specifically noted.

ARTICLE 2. DEFINITION OF TERMS [pages4-5]

X. Full-Time Equivalent (FTE) Service Months

- E. If an employee, **WHOSE MOST RECENT HIRE DATE IS PRIOR TO JULY 1, 2010**, retires with 15 years of service and at least age 62, use the following FTE service month ranges to determine her/his health and dental contribution during retirement.

	FTE SERVICE MONTHS		
	<u>1/2 Contribution</u> (50%-64.9%)	<u>3/4 Contribution</u> (65%-89.9%)	<u>Full Contribution</u> (90%-100%)
Service Months	90.00 – 116.99	117.00- 161.99	162.00-999.99

- G. If an employee, **WHOSE MOST RECENT HIRE DATE IS PRIOR TO JULY 1, 2010**, retires with 25 years of service at any age, use the following FTE service month ranges to determine her/his health and dental contribution during retirement.

	FTE SERVICE MONTHS		
	<u>1/2 Contribution</u> (50%-64.9%)	<u>3/4 Contribution</u> (65%-89.9%)	<u>Full Contribution</u> (90%-100%)
Service Months	150.00-194.99	195.00-269.99	270.00- 999.99

ARTICLE 5. PROBATIONARY AND TEMPORARY EMPLOYEES [page 7]

NEW PARAGRAPH ADDED AT THE END OF SECTION II.

- F. **THE EMPLOYER SHALL OFFER AN EMPLOYER-DESIGNATED CONSUMER DRIVEN HEALTH PLAN TO THOSE TEMPORARY EMPLOYEES THAT MEET THE HOURLY REQUIREMENTS SET FORTH IN THE AFFORDABLE CARE ACT (ACA). THE PLAN DESIGN SHALL BE DETERMINED BY THE EMPLOYER.**

ARTICLE 7. WORKING HOURS [page 8]

I General Provisions

- F. ~~In health care delivery facilities where biweekly work schedules of eighty (80) hours are maintained, schedules shall also be established at least one (1) working day prior to the employee's consecutive day(s) off.~~

V. Rest Periods

- C. An employee whose primary work assignment is ~~VDT operation~~ **INVOLVES THE USE OF A COMPUTER MONITOR** shall be encouraged to take a fifteen (15) minute rest period each half day

ARTICLE 8. COMPENSATION SCHEDULE [pages 10-11]

- I. ~~Effective April 1, 2012, each employee shall receive a 1% (one percent) lump sum payment to be calculated on her/his March 31, 2012 base hourly rate times 2080 hours. This payment will be prorated based upon employment status as defined in Article 2, Section VII of this Agreement.~~

~~Also effective April 1, 2012: 1% wage increase. The minimum and the progression maximum of each grade level shall be increased by 1% (one percent).~~

~~Effective April 1, 2013: 2% wage increase. The minimum and the progression maximum of each grade level shall be increased by 2% (two percent).~~

~~Effective April 1, 2014: 2% wage increase. The minimum and the progression maximum of each grade level shall be increased by 2% (two percent).~~

WAGE INCREASES ON APRIL 1, 2015, APRIL 1, 2016, APRIL 1, 2017 AND APRIL 1, 2018 WILL BE BASED ON THE 2014-2017 MEMORANDUM OF UNDERSTANDING BETWEEN MICHIGAN STATE UNIVERSITY AND THE COALITION OF LABOR ORGANIZATIONS, WHICH WAS SEPARATELY RATIFIED AND SIGNED BY THE CLERICAL-TECHNICAL UNION OF MSU.

II. Rate Schedule

Effective April 1, 2011

<u>Grade Level</u>	<u>Minimum</u>	<u>Progression Maximum</u>
3	10.47	13.10
4	11.07	13.82
5	11.78	14.73
6	12.73	15.90
7	13.74	17.16
8	14.83	18.52
9	16.03	20.03
10	17.31	21.61
11	18.68	23.32
12	20.18	25.21
13	21.78	27.23

~~Effective April 1, 2012~~

<u>Grade Level</u>	<u>Minimum</u>	<u>Progression Maximum</u>
3	10.57	13.23
4	11.18	13.96
5	11.90	14.88
6	12.86	16.06
7	13.88	17.33
8	14.98	18.71
9	16.19	20.23
10	17.48	21.83
11	18.87	23.55
12	20.38	25.46
13	22.00	27.50

Effective April 1, 2013

<u>Grade Level</u>	<u>Minimum</u>	<u>Progression Maximum</u>
3	10.78	13.49
4	11.40	14.24
5	12.14	15.18
6	13.12	16.38
7	14.16	17.68
8	15.28	19.08
9	16.51	20.63
10	17.83	22.27
11	19.25	24.02
12	20.79	25.97
13	22.44	28.05

Effective April 1, 2014

<u>Grade Level</u>	<u>Minimum</u>	<u>Progression Maximum</u>
3	11.00	13.76
4	11.63	14.52
5	12.38	15.48
6	13.38	16.71
7	14.44	18.03
8	15.59	19.46
9	16.84	21.04
10	18.19	22.72
11	19.64	24.50
12	21.21	26.49
13	22.89	28.61

EFFECTIVE APRIL 1, 2015

<u>GRADE LEVEL</u>	<u>MINIMUM</u>	<u>PROGRESSION MAXIMUM</u>
3	11.28	14.10
4	11.92	14.88
5	12.69	15.87
6	13.71	17.13
7	14.80	18.48
8	15.98	19.95
9	17.26	21.57
10	18.64	23.29
11	20.13	25.11
12	21.74	27.15
13	23.46	29.33

III. Anniversary Date

- A. Employees entering the bargaining unit prior to October 1, 1983, shall retain their current anniversary date.
- B. Employees entering the bargaining unit on or after October 1, 1983, shall have the first of the month following their bargaining unit date as their anniversary date.

IV. Wage Progression

- A. ~~Effective October 1, 1988,~~ The wage progression from minimum to maximum shall be three (3) percent per year (or more based on performance in the sole discretion of the Employer) above current earnings.
- B. Wage progression increases shall be provided at one (1) year intervals on the employee's anniversary date.
- C. Progression increments will not be provided to an employee in excess of the maximum of her/his grade level.
- D. The progression program can be suspended for an employee if her/his most recent performance evaluation indicates that she/he does not meet or exceed expectations.

V. Work at a Higher-Rated Job

~~Effective July 1, 2011,~~ An employee who is temporarily assigned to a job in a higher grade to perform the usual duties and responsibilities of the job for ten (10) working days or more shall be paid an additional sixteen dollars (\$16.00) per working day.

ARTICLE 9. OVERTIME [pages 13-14]

IV. Standby

Employees assigned and scheduled to "standby" status shall be paid ~~one-EIGHTH (1/8th)~~ hour of pay at straight time or its equivalent in compensatory time (by mutual agreement) for every ~~eight~~ **ONE (8 1)** hours scheduled standby. Employees assigned to standby status are required to be available for duty by leaving word at their homes or with their supervisors where they can be reached by phone and be in a position to return to work immediately when called. Upon performance of work or return to work, such employees will not be eligible for call-in-pay as provided in Article 9, III., but shall be paid for the actual time worked at the rate of time and one-half, or a minimum of two (2) hours, whichever is greater.

ARTICLE 11. LEAVES OF ABSENCE WITH PAY [pages 15-21]

II. VACATION ELIGIBILITY [page 15]

The following schedule shows the monthly vacation accruals for full-time employees. (For part-time employees see Article 2, Proportional Benefits.) Vacation time is credited at the end of each month.

A.

Service Months	Accrual	Annual Accrual	Special* Maximum Accrual
Completion of 6 months	48 hours		
7 th month through 60 th month	8 hours per month	96 hours	120 hours
61 st month through 120 th month	12 hours per month	144 hours	180 hours
121 st month	16 hours per month	192 hours	240 hours

*Employees are expected to take their annual accrual each year. ~~When this is not feasible, they may make special arrangements with their departmental administrators to accrue additional time, but~~ The accrual cannot exceed the special maximum amount shown.

C. Method of Scheduling Vacation Days

1. The Employer is responsible for keeping the records of each employee's vacation account up to date. ~~Upon request and within a reasonable period of time, the employee shall be informed of the number of vacation credits remaining in her/his account.~~

III. Holiday(s) [pages 17]

A. Schedule

April 2011 – March 2012		April 2012 – March 2013	
Memorial Day	May 30	Memorial Day	May 28
Independence Day	July 4	Independence Day	July 4
Labor Day	September 5	Labor Day	September 3
Thanksgiving	November 24	Thanksgiving	November 22
Thanksgiving	November 25	Thanksgiving	November 23
Christmas	December 23	Christmas	December 24
Christmas	December 26	Christmas	December 25
New Year's	December 30	New Year's	December 31
New Year's	January 2	New Year's	January 1

April 2013 – March 2014		April 2014 – March 2015	
Memorial Day	May 27	Memorial Day	May 26
Independence Day	July 4	Independence Day	July 4
Labor Day	September 2	Labor Day	September 1
Thanksgiving	November 28	Thanksgiving	November 27
Thanksgiving	November 29	Thanksgiving	November 28
Christmas	December 24	Christmas	December 25
Christmas	December 25	Christmas	December 26
New Year's	December 31	New Year's	January 1
New Year's	January 1	New Year's	January 2

APRIL 2015 – MARCH 2016		APRIL 2016 – MARCH 2017	
MEMORIAL DAY	MAY 25	MEMORIAL DAY	MAY 30
INDEPENDENCE DAY	JULY 3	INDEPENDENCE DAY	JULY 4
LABOR DAY	SEPTEMBER 7	LABOR DAY	SEPTEMBER 5
THANKSGIVING	NOVEMBER 26	THANKSGIVING	NOVEMBER 24
THANKSGIVING	NOVEMBER 27	THANKSGIVING	NOVEMBER 25
CHRISTMAS	DECEMBER 24	CHRISTMAS	DECEMBER 23
CHRISTMAS	DECEMBER 25	CHRISTMAS	DECEMBER 26
NEW YEAR'S	DECEMBER 31	NEW YEAR'S	DECEMBER 30
NEW YEAR'S	JANUARY 1	NEW YEAR'S	JANUARY 2

APRIL 2017 – MARCH 2018		APRIL 2018 – MARCH 2019	
MEMORIAL DAY	MAY 29	MEMORIAL DAY	MAY 28
INDEPENDENCE DAY	JULY 4	INDEPENDENCE DAY	JULY 4
LABOR DAY	SEPTEMBER 4	LABOR DAY	SEPTEMBER 3
THANKSGIVING	NOVEMBER 23	THANKSGIVING	NOVEMBER 22
THANKSGIVING	NOVEMBER 24	THANKSGIVING	NOVEMBER 23
CHRISTMAS	DECEMBER 25	CHRISTMAS	DECEMBER 24
CHRISTMAS	DECEMBER 26	CHRISTMAS	DECEMBER 25
NEW YEAR'S	JANUARY 1	NEW YEAR'S	DECEMBER 31
NEW YEAR'S	JANUARY 2	NEW YEAR'S	JANUARY 1

V. Sickness and Disability Leave with Pay [page 18]

B. Usage

Sickness and Disability Leave with Pay may be used for the following purposes:

1. Personal illness or incapacity over which the employee has no reasonable control which prohibits the performance of the duties of the job. (For maternity leaves, see Appendix 1.)

2. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
3. To complete appointments for medical or dental care when it is not practicable to arrange such appointments for non-duty hours.
4. An employee may use accrued sick leave credits not to exceed ~~twenty-four~~ **SIXTY-FOUR (24 64)** hours in a fiscal year for the illness of a member of the immediate family (as defined under Article 11.VII.A.3) or member of the household. ~~An additional forty (40) hours may be used for the care of dependent children, spouse or parents. The total number of hours shall not exceed sixty-four (64).~~
5. Accrued sick leave credits shall be used prior to receiving unpaid leave.

C. Other Sickness and Disability Leave with Pay Provisions

- ~~1. Employer, for cause, may direct an employee to go on leave.~~
2. 1. Employees using leave during periods that include scheduled holidays will be paid their base pay for these holidays and will not be charged for a day of leave.
3. 2. Employees who have exhausted their leave credits, but are still unable to return to work, may continue to receive their pay against unused vacation credits.
4. 3. Employees returning to work may be required to obtain the approval of the University Physician, **THROUGH A REVIEW OF MEDICAL DOCUMENTAION**, before reporting to the job.
5. 4. An employee may be required to provide a statement from a physician or psychologist, ~~or a sworn affidavit~~ **IN THE EVENT OF SUSPICION OF MISUSE OF SICK LEAVE**, before the payment of sick leave is approved. This provision shall not be arbitrarily invoked.
- 6.5. Employees must notify their supervisor when they are unable to report for work. (See section entitled "Absence.")
7. 6. Employees on paid sick leave shall retain return rights to their positions.
8. 7. A position temporarily vacated due to an employee's being granted leave of absence with return rights may be filled by non-bargaining unit employees for the duration of such leave. Employees filling positions on this basis do not receive seniority rights, but shall be subject to Article 5.11.8.

VI. Extended Disability Leave [page 20]

B. Usage

3. **THE UNION ACKNOWLEDGES THAT AN EMPLOYEE MAY ENTER INTO A REPAYMENT AGREEMENT WITH THE UNIVERSITY REQUIRING THE EMPLOYEE TO REPAY THE UNIVERSITY ALL EXTENDED DISABILITY LEAVE BENEFITS PAID IF THE EMPLOYEE DOES NOT RECEIVE LONG-TERM DISABILITY BENEFITS. SUCH AGREEMENTS SHALL INCLUDE A STATEMENT THAT: EMPLOYEE, AT HER/HIS OPTION, MAY CONSULT WITH UNION OR OTHER REPRESENTATIVE PRIOR TO SIGNING THIS AGREEMENT.**

VII. Funeral Leave [pages 20]

Regular employees will receive funeral leave with pay to make necessary arrangements when a death occurs in the immediate family.

A. Time Allowed

1. One (1) day funeral leave in the case of the death of the employee's or spouse's uncle, aunt, nephew or niece, or member of the employee's household. For the purpose of this Article, "aunt" shall include the uncle's wife and "uncle" shall include the aunt's husband.
2. Up to two (2) additional days of accrued vacation, personal leave or compensatory time may be used in the case of the death of a member of the employee's household.
3. Up to three (3) days funeral leave in the case of the death of spouse, **OEI**, child, parent, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, stepparent, stepchild, stepbrother, stepsister, step-grandparent, or step-grandchild.

ARTICLE 12. LEAVES OF ABSENCE WITHOUT PAY [pages 21-24]

III. Military Leave

A. Extended Service

Upon application, a military leave of absence without pay will be granted to employees of the unit. This applies to employees who are inducted through Selective Service or voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component ~~into~~ **OF** the Armed Forces of the United States.

B. Short Tours of Duty

~~Regular~~ Employees who belong to the National Guard, United States Reserve Corps, or other federal or state **RECOGNIZED** military organizations will be allowed **UP TO the normal** fifteen (15) calendar days' leave of absence when ordered to active duty for training. In the event these employees are ordered to active duty **BY ORDER OF THE PRESIDENT OR GOVERNOR** for the purpose of handling civil disorders, they will be allowed a maximum of ten (10) calendar days' leave of absence during a fiscal year. The Employer will pay the difference between the employee's military pay and base pay, if her/his military pay is less. If the employee takes military leave during her/his vacation, she/he will receive full pay.

ARTICLE 13. BENEFIT PLANS [pages 24-29]

The following sections are for understanding and clarification of the plans offered. Individual policies, certificates or brochures are provided at the time of employment or enrollment. Additional copies and complete detailed information concerning the benefit and retirement plans may be obtained from the Benefits office. Written notice of proposed changes to retirement benefit programs will be provided to CTU.

The University will continue to offer health benefits coverage in accordance with the 20104 MSU/Coalition Memorandum of Understanding for the term of this Agreement.

I. Optional Plans

Participation in the following benefit plans is optional, and eligible employees are covered if written application for benefits takes place within 60 days of employment, during a scheduled Open Enrollment. Employee premiums, if any, are taken by payroll deduction.

A. Health Care Coverage

Health care programs for the life of this Agreement are subject to the 20104 Memorandum of Understanding between Michigan State University and the MSU Coalition of Labor Organizations (MSU/Coalition Memorandum) separately ratified and signed by the Clerical-Technical Union of Michigan State University.

1. Prescription Drug

a. Prescription drug benefits shall, ~~effective July 1, 1998,~~ be provided to employees represented by the Union, regardless of the University health plan in which they are enrolled, under a program administered by Caremark or other administrator(s) as may be agreed to.

2. Base and Optional Programs

a. Subject to the MSU/Coalition Memorandum, the BCBS/PPO and BCN/HMO shall continue to be offered to employees. The University's contribution toward the cost of either program shall be the amount of the program having the lower rates in each plan year. This will be known as the base plan. In each of the aforementioned plan years, the cost of the base plan shall be borne in accordance with the 20104-20137 MSU/Coalition Memorandum by the University for full-time employees and proportionately for part-time employees (in accordance with the conditions for part-time employees set forth below). Employees electing to enroll under a plan other than the base plan will receive the applicable University single, two-person or family base plan contribution toward the plan cost, with the difference, if any, payable by the employee through payroll deduction.

D. Dental Care Coverage **[pages 27-28]**

1. A dental plan will be provided to all regular full-time employees and part-time employees on a proportional basis (see Article 2, Section VIII).
2. Fees for the below mentioned services will be covered on a usual, customary, and reasonable basis with a fifty (50) percent co-payment.
 - a. Basic diagnostic, preventative, emergency palliative, restorative, oral surgery, endodontics, periodontics, and prosthodontics subject to a \$600 annual maximum per individual.
 - b. Orthodontics subject to a \$600 lifetime maximum per individual.
3. The dental program benefits will be provided consistent with the carrier's conditions and procedures.
4. Regular employees will have the option to select the managed dental care plan currently being offered. ~~The cost of the managed care dental plan must be no greater than the traditional dental plan cost. The parties and the other bargaining units will meet on an annual basis to review the performance of the managed care dental plan.~~ Information concerning the plan will be available through the Benefits Office. **EFFECTIVE JANUARY 1, 2016, EMPLOYEES CHOOSING THIS PLAN SHALL PAY ANY PREMIUM COST GREATER THAN THE PREMIUM COST OF THE PLAN DESCRIBED ABOVE.**

ARTICLE 14. EDUCATIONAL ASSISTANCE PROGRAMS [pages 29-34]

- II. Except as specifically provided below, all general provisions of Educational Assistance apply.
- B. Tuition Reimbursement for MSU Credit Courses
 - 1. The Employer shall pay for approved course(s) which are successfully completed on the following basis:
 - a. For undergraduate credit courses taken through MSU, the tuition fee up to the MSU undergraduate maximum tuition rate per credit taken, not to exceed 14 semester credits per academic year.
 - b. For graduate credit courses taken through MSU, the tuition fee up to of the MSU undergraduate maximum tuition rate per credit taken, not to exceed 14 semester credits per academic year.
 - c. Registration fees, course fees, lab fees, books and other course materials charged by MSU are the responsibility of the student.
 - d. **FOR CLASSES TAKEN THROUGH MSU LIFELONG EDUCATION, THE TUITION FEE UP TO ONE-HALF (1/2) OF THE MSU GRADUATE MAXIMUM TUITION RATE PER CREDIT TAKEN, NOT TO EXCEED NINE (9) SEMESTER CREDITS.**

ARTICLE 16. RETIREMENT BENEFIT PROGRAMS [pages 34-39]

- V. Other Retirement Information
 - D. Employer contributions for retiree health and dental plan coverage are not provided for employees hired on or after July 1, 2010.
 - 1. **Retiree Access to MSU Health Care and Dental Plan**

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 at the employee's expense. Enrollment in MSU health care and dental plan coverage may be continued for any eligible spouse, OEI and/or dependent(s) if the official MSU retiree pays the full applicable premium cost for the coverage.
- ~~E. Additional MSU 403(b) Base Retirement Program Contribution for Employees hired on or after July 1, 2010.~~
 - ~~1. For regular employees hired on or after July 1, 2010, the Employer will make additional contributions to the MSU 403(b) Base Retirement Program as set forth below.~~
 - ~~2. One Time Lump Sum Contribution:~~
 - ~~a. At the completion of 60 months of active regular continuous service, the Employer will contribute to the employee's 403(b) Base Retirement Program an amount equal to 2.5% of the bargaining unit's average wage (aggregate pay including overtime compensation divided by total Full-Time Equivalents (FTE) calculated as of June 30th prior to the contribution.~~
 - ~~b. Employees who terminate prior to completion of 60 months of active regular continuous service shall not be eligible for the one-time lump sum contribution.~~

- ~~c. The lump sum contribution shall be made the month following completion of the 60 months of active regular continuous service months requirement.~~
- ~~d. The lump sum payment shall be calculated based upon the annual employment status for those employees working half or three quarter time.~~
- ~~3. Yearly Lump Sum contribution:

 - ~~a. For the period of time commencing with the 61st active regular continuous service month and through the 120th active regular continuous service month the Employer will contribute to the 403(b) Base Retirement Program, an amount equal to one half (1/2) percent of the bargaining unit's average wage (aggregate pay including overtime compensation divided by total FTEs), calculated as of June 30th prior to the contribution, for each year of regular service. The lump sum contributions shall be made the month following completion of each year up to a maximum of 5 yearly contributions.~~
 - ~~b. The lump sum payment shall be calculated based upon the annual employment status for those employees working half or three quarter time.~~
 - ~~c. At the completion of 120 active regular continuous service months, lump sum payments shall be eliminated and the Employer contribution shall be governed by Paragraph E.4. below.~~~~
- ~~4. Regular Pay Period Contribution:

 - ~~Upon reaching the 121st continuous service month, the Employer will contribute three quarters (3/4) percent of the employee's per pay period base salary to the MSU 403(b) Base Retirement Program.~~~~

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- ~~6. Other Provisions

 - ~~a. Continuous service months are calculated as the period beginning at the date of active employment. The employee must be actively employed for each month.~~
 - ~~b. Periods of inactive service will adjust the calculation for reaching the continuous service requirement.~~
 - ~~c. Any increases in percent contribution or percent lump sum contributions provided to other represented employee groups shall be applied to CTU represented employees.~~~~

E. F. EFFECTIVE JULY 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) VESTING SERVICE MONTHS ARE REACHED; AFTER ONE HUNDRED TWENTY (120) VESTING 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 AT [HTTP://WWW.HR.MSU.EDU/BENEFITS/RETIREMENT/RETIREMENT_ENROLLMENT_GUIDE.PDF](http://www.hr.msu.edu/benefits/retirement/retirement_enrollment_guide.pdf).

2. THE ACCUMULATED ACCOUNT BALANCE WILL BECOME 100% VESTED IMMEDIATELY.
 3. THE METHOD USED TO CALCULATE THE ONE HUNDRED TWENTY (120) VESTING SERVICE MONTHS SHALL MIRROR THE METHOD USED TO DETERMINE VACATION SERVICE MONTHS.
- ~~F. A program may be established that allows employees to allocate/contribute untaxed funds for payment of retiree health care expenses. MSU will honor employee requests for payroll deductions to be used for this program.~~
- F. Employees participating in the Employee-Paid Life plan at the time of retirement and who were enrolled prior to July 1, 1976, shall receive a \$2,000 life plan benefit fully paid by the Employer.
- G. **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 ABOVE.**

ARTICLE 17. FILLING VACANT POSITIONS [pages 39-44]

- I. General
- A. The University agrees to the principle of career development of its employees and will, in good faith, encourage career concepts of employment.
 - B. Existing or newly created positions shall be filled under normal circumstances, by transfer or by promotion, provided that qualified and interested employees are available and they apply before the stipulated closing date of the position vacancy notice.
 1. An employee with less than two (2) years of University service shall be eligible for interdepartmental transfers or promotions upon completion of six (6) months in her/his current position. **THIS PROVISION SHALL NOT APPLY TO INDIVIDUALS PLACED IN THEIR CURRENT POSITION PURSUANT TO THE BYPASS AND/OR BUMPING PROVISIONS OF THIS AGREEMENT.**
 2. An employee with two (2) or more years of University service shall be eligible for interdepartmental transfers or promotions upon completion of three (3) months in her/his current position. **THIS PROVISION SHALL NOT APPLY TO INDIVIDUALS PLACED IN THEIR CURRENT POSITION PURSUANT TO THE BYPASS AND/OR BUMPING PROVISIONS OF THIS AGREEMENT.**
 3. A confidential employee with at least six (6) months of University seniority shall be eligible for transfers or promotions based upon her/his University seniority.
 4. A University employee (who has completed probation in the bargaining unit) returning within twelve (12) months of her/his appointment outside the

bargaining unit shall be eligible for transfers or promotions based upon her/his University seniority date.

5. An employee having University service less than the required number of months in her/his current position shall be eligible for intra-departmental transfer or promotion if there are fewer than four (4) applicants on the initial interview list.

II. Procedure

- C. Employees interested in a specific posting must notify the Office of Human Resource Services of their interest by ~~completing and~~ submitting the appropriate **INFORMATION REQUESTED TO THE HUMAN RESOURCES WEBSITE AT [HTTP://WWW.HR.MSU.EDU/](http://www.hr.msu.edu/)** ~~form(s)~~ before the closing date of the Position Vacancy Notice.

III. Interviews

- A. Where available, four (4) applicants from the department meeting the posted qualifications and having the greatest University seniority and, where available, eight (8) applicants from the University at large meeting the posted qualifications and having the greatest University seniority shall constitute the initial interview list.
 1. Candidates on an initial interview list who:
 - a. Withdraw from consideration prior to being interviewed,
 - b. Fill a different vacancy after applying for the vacancy in question, or
 - c. Decline a good faith offer to fill the vacancymay be replaced on the initial interview list on a one-for-one basis.
 2. **IF THE INITIAL INTERVIEW LIST IS FOUR (4) OR MORE, THE EMPLOYER SHALL BE PERMITTED TO ADD ONE OTHER APPLICANT FOR EACH POSTED VACANCY.** If there are fewer than four (4) applicants, other applicants may be added to the interview list to bring the total number to four (4).
- I. An employee shall be placed on the initial interview list for no more than ~~two (2)~~ **FIVE (5)** vacancies per posting and shall prioritize the vacancies for which she/he wishes to be considered in that posting.

IV. Other Provisions

- C. Where special physical requirements pertain to a position to be filled, the Employer may request that the applicant take a ~~physical~~ **FITNESS-FOR-DUTY** examination, the results of which are approved by the University Physician.

ARTICLE 18. LAYOFFS [page 44-48]

II. Procedures

- B. University
 1. If no vacancy exists in a lower grade level, or if the employee elects not to accept a position at a lower grade level in the department where the layoff is to occur, the employee shall take a vacant position outside of the department at the same grade level or, at her/his discretion, a position at a lower grade level for which she/he is capable of performing the work.

2. If no vacancy at the same grade level is available, or the employee does not accept a position at a lower grade level, the employee subject to layoff may exercise her/his seniority within **HER/HIS ADMINISTRATIVE DIVISION (ACADEMIC OR OPERATIONAL AS IDENTIFIED IN APPENDIX III) OF THE** University and replace the least senior employee in the same grade level where she/he is capable of performing the work.
 3. The least senior employee at a grade level who is subject to layoff shall be entitled to any vacancy at the next lower grade level, the duties of which she/he can perform. If no vacancy is available, the employee shall have the right to exercise her/his seniority over the least senior employee in the next lower grade level or levels, the duties of which she/he can perform.
- G. Employees shall not be required to exercise their rights under Article 18 Section 11.8.2, ~~Section 11.8.3~~, or Section II.C (bumping rights) in a represented work location other than their current work location (i.e. College of Human Medicine headquarters at Grand Rapids, College of Osteopathic Medicine at Detroit Medical Center, College of Osteopathic Medicine at Macomb University Center, or the City of Lansing/East Lansing Campus).

IV. **LIMITED-TERM EMPLOYEES** ~~Project Technicians~~

- A. **LIMITED-TERM EMPLOYEES** ~~Project technicians~~ who are hired ~~IN, or~~ voluntarily change positions ~~after October 31, 1976,~~ to **LIMITED-TERM POSITIONS, NOT TO BE LESS THAN 180 DAYS SHALL BE ELIGIBLE FOR ALL UNIVERSITY BENEFITS.** ~~grant or contract supported research projects or other non University funded projects under the following classification titles, and~~ **LIMITED-TERM EMPLOYEES** who are given a written termination date (CTU will receive a copy) at the time of hire or change of position, are not subject to the procedures specified in Section II.

~~Research Technologist I~~ ————— ~~Veterinary Technician I~~
~~Research Technologist II~~ ————— ~~Veterinary Technician II~~

~~Additional classifications applicable to grant or contract supported research projects or other non University funded projects may be added and CTU will be informed in writing.~~

- B. **LIMITEDTERM EMPLOYEES** ~~Project technicians who are laid off from the University~~ **WHOSE APPOINTMENT IS NOT CONTINUED** will receive severance pay of one (1) normal week's pay for each year of University service to a maximum of five (5) weeks. The first year shall be based upon a minimum of ten (10) month's service. Monies due will be paid as salary continuances until the maximum is reached or the employee is **REEMPLOYED** ~~recalled~~.
- C. No severance payment is applicable to those leaving the University because of retirement, industrial injury, illness, resignation, or discharge.
- D. If ~~recalled~~ **REEMPLOYED IN A LIMITED-TERM POSITION**, employees shall retain credits for all salary continuances not used.
- E. Persons changing from these types of positions to ~~regularly funded~~ **NON-LIMITED TERM** positions are no longer subject to the provisions of this section.

- F. THE UNIVERSITY MAY CONVERT A LIMITED-TERM POSITION TO A REGULAR POSITION AT ITS DISCRETION.
- G. EACH LIMITED-TERM APPOINTMENT SHALL BE RESTRICTED TO UP TO FIVE (5) YEARS DURATION. A LIMITED-TERM APPOINTMENT MAY BE EXTENDED FOR UP TO A THREE (3) YEAR PERIOD. IF THE EMPLOYER CHOOSES TO MAINTAIN THE POSITION AFTER FIVE (5) YEARS PLUS EXTENSIONS TOTALING THREE (3) YEARS, THE POSITION SHALL BE CONVERTED TO A REGULAR POSITION.
- H. LIMITED-TERM EMPLOYEES SHALL BE PROVIDED A FORTY-FIVE (45) DAY NOTICE OF NON-RENEWAL OF A LIMITED-TERM APPOINTMENT.
- I. AN INDIVIDUAL IN A LIMITED-TERM POSITION WHOSE POSITION IS NOT CONTINUED SHALL BE PERMITTED TO APPLY AS A UNIVERSITY CANDIDATE FOR VACANT POSITIONS FOR THE LENGTH OF HER/HIS SERVICE TO A MAXIMUM OF TWO (2) YEARS FOLLOWING THE END OF THE LIMITED-TERM APPOINTMENT.
- J. THE UNIVERSITY SHALL BE LIMITED TO NO MORE THAN 150 LIMITED-TERM POSITIONS AT ANY GIVEN TIME.

ARTICLE 19. WORKERS' COMPENSATION [pages 48-49]

- III. Injuries arising out of and in the course of employment must be reported to the employee's immediate supervisor and medical evaluation sought from the **PHYSICIAN DESIGNATED BY THE** University Physician. Necessary medical services shall be determined by the **PHYSICIAN DESIGNATED BY THE** University Physician for a compensable injury.

ARTICLE 20. SENIORITY [pages 49-50]

- ~~VII. 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.~~
- ~~VIII. With proper documentation, re-employed employees, after (5) years of service, will be granted credit for all past seniority upon application to the Office of Human Resource Services.~~

ARTICLE 23. GRIEVANCE PROCEDURE [pages 53-57]

- F. The grievant may request at any or all steps of this grievance procedure, the assistance of a representative of the Union. ~~Any expense incurred for counsel, assistance or representation is the responsibility of the grievant.~~

ARTICLE 24. COMMUNICATIONS [pages 57-58]

- IX. WITHIN ONE MONTH OF A NEW EMPLOYEE'S HIRE DATE, FIFTEEN (15) MINUTES OF RELEASED TIME WILL BE MADE AVAILABLE FOR THE NEW EMPLOYEE AND A DESIGNEE OF THE UNION TO MEET. SUCH MEETING SHALL BE SCHEDULED WITH THE APPROPRIATE SUPERVISOR WITH FORTY-EIGHT (48) HOURS NOTICE.**

ARTICLE 26. UNION SECURITY [pages 61-63]

- I. Membership
~~As a condition of employment, EemployeeS in the bargaining unit on or before the 30th day after the effective date of this Agreement or on or before the 30th day after employment in the bargaining unit, whichever is later, and monthly thereafter, shall~~ **MAY VOLUNTARILY ELECT TO** tender to CTU either, ~~periodic and uniformly required~~ Union dues, ~~or in the alternative, service fees in an amount equal to those dues as set forth in the Constitution of the Clerical-Technical Union of Michigan State University.~~
- II. Checkoff
- A. The Office of Human Resource Services, at the time of hire, rehire, reinstatement or transfer of an employee into the bargaining unit, shall apprise the prospective member of this Article's provisions and shall present to her/him an Application for Membership and an authorization for Checkoff of Dues, such forms to be provided by the Union.
1. If the employee desires to join CTU, the employee shall complete both the Application for Membership and the Authorization Card for Checkoff of Dues and return them, along with the initiation fee, to the CTU financial officer.
2. ~~If the employee does not desire to join CTU, the employee shall complete only the Authorization Card for Checkoff of Dues, so that CTU may collect from the employee its service fees equal to the monthly dues, and return it to the CTU financial officer.~~
3. ~~If the employee desires to tender dues or fee directly to the Union, the employee will so indicate on the Application for Membership form which shall be transmitted to the Union on or before the 30th day of employment with dues or fees equivalent to \$100. Adjustment of dues or fees shall be made at the end of 12 months from those receipts. Excess amounts then will be returned to the employee within 10 days of demand and insufficient amounts will require payment within 10 days of notice. Each year will again require deposit of a sum of \$100 and the procedure indicated above will be applied.~~
- B. During the life of this Agreement ~~and in accordance with the terms of the Authorization for Checkoff of Dues,~~ the Employer agrees to deduct membership dues or service fees ~~levied in accordance with the Constitution of the Union~~ from the pay of each employee who executes or has executed the Authorization for Checkoff of Dues.
- C. The initial deduction of any employee shall not begin unless the Authorization for Checkoff of Dues and the certification of the CTU's financial officer as to the amount of the periodic

Union dues or service fees have been delivered to the Employer's Payroll Department at least six (6) working days prior to the affected payday.

- D. All monies deducted by the Employer shall be remitted to the CTU's financial officer once each month by the 20th calendar day of the month following the month in which deductions were made together with a list of current employees showing the amount of Union dues or service fees deducted from each employee.
- E. In cases where a deduction is made which duplicates a payment already made to CTU by an employee, or where a deduction is not in conformity with the Constitution of the Union, refunds to the employee shall be made by CTU.
- F. The Employer shall not be liable to CTU by reason of Section B of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee.
- G. The Employer shall not, during the life of this Agreement, deduct dues or service fees from employees for any organization other than the Union without CTU's written permission.
- H. CTU shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

~~III. Termination for Failure to Comply~~

~~A. An employee in the bargaining unit who fails to tender to the Union either periodic and uniformly required Union dues or, in the alternate, service fees in an amount equal to those dues as set forth in the Constitution of the Union shall be terminated by the Employer, provided the following stipulations are adhered to:~~

~~1. The Union shall notify the employee by certified or registered mail explaining that the employee is delinquent in not tendering required Union dues or service fees, specifying the current amount of the delinquency, and warning her/him that, unless the delinquent dues or service fees are paid and a properly executed Authorization for Checkoff of Dues or service fees is tendered within ten (10) working days of such notice, the employee shall be reported to the Office of Employee Relations with a request to terminate the employee as provided in this Article.~~

~~2. The Union shall give a copy of the letter sent to the employee and the following written notice to the Office of Employee Relations at the end of the 10 day period:~~

~~The Union certifies that (name) has failed to tender either the periodic and uniformly required Union dues or service fees required as a condition of continued employment under the collective bargaining Agreement and demands that the employee be terminated under the terms of this Agreement. The employee shall be terminated by the Employer within ten (10) working days following receipt of the above letter and notice.~~

~~B. Termination Limitation~~

~~— If an employee has tendered directly to the Union her/his membership dues or the service charge, or has a written authorization in effect requiring the deduction of dues or service charge, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Union. The Union cannot cause the discharge of an employee who has resigned from or has been expelled by the Union for any reason other than her/his failure to tender the dues or service charge to the Union, either directly or after revocation of her/his authorization.~~

~~C. Disputes Concerning Compliance~~

~~The Union shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.~~

IV. Revocation Cards

The University will notify the Union monthly of the names of employees transferred outside the bargaining unit. Such employees shall cease to be subject to dues/service fees deductions at such time as they sign dues revocation cards at the Union office.

ARTICLE 28. RIGHTS OF THE EMPLOYER [page 64]

Except as specifically abridged, delegated, granted, or modified by terms of this contract, the Employer shall retain all rights to exercise customary and regular functions, duties, and responsibilities of management, including, but not limited to, the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, lay off employees, and for just cause to discipline and discharge employees and otherwise maintain an orderly, effective and efficient operation. Further, the Employer retains supervision of all operations, methods, processes, means and personnel by which work will be performed and the right to determine and change the work to be done and the standards to be met by employees. The Employer may require employees to have a ~~physical reexamination when~~ **FITNESS-FOR-DUTY EXAMINATION AS** directed by the University Physician. **THE EMPLOYER, FOR CAUSE, MAY DIRECT AN EMPLOYEE TO GO ON LEAVE BUT NOT FOR DISCIPLINARY ACTION.** It is further understood that management shall not use its right to unfairly and illegally discriminate against an employee, group of employees, or the Union.

In addition, the Employer shall have the right to make reasonable rules and regulations and change such rules and regulations as it may from time to time deem necessary and which are not in violation of this Agreement. If after publication and transmittal to the Union of rules and regulations, the Union has not processed a grievance alleging unreasonableness within ten (10) working days, the rules and regulations shall no longer be grievable. Thereafter, grievances related to rules and regulations shall be limited to their enforcement and penalties therefrom.

ARTICLE 32. EMPLOYEE ASSISTANCE PROGRAMS [page 66]

Without detracting from the existing rights and obligations recognized in other provisions of this Agreement, the Employer and the Union agree to referring and encouraging employees having social-emotional afflictions to participate in a coordinated program directed to objectives of employee assistance. **UPON REQUEST, EMPLOYEES SHALL BE PROVIDED MANAGEMENT RELEASED TIME TO ATTEND UP TO THREE (3) EMPLOYEE ASSISTANCE PROGRAM APPOINTMENTS ANNUALLY.**

ARTICLE 33. FLEXIBLE APPOINTMENTS [pages 66-68]

XV. A flexible appointee is required to ~~sign the PAN form~~ signify her/his voluntary concurrence with the appointment and the position's period(s) of unpaid leave. At the time when this form is presented, the employee shall be advised in writing of the length of time of the unpaid flex-leave, and the time or times when the unpaid flex-leave will be taken.

- XVI. The flexible appointee's benefit eligibility during active employment status and unpaid flex-leave shall be as follows:
- H. During active full-time service, the employee receives the University's contribution to the MSU 403(b) Base Retirement **PROGRAM Plan** based on her/his regular wages. No University contributions are made while the employee is on a flex-leave with benefits.
 - I. All salary-related benefits (paid leave, employee paid life, 403(b) base retirement contributions, long-term disability, expanded life insurance, extended disability and longevity) are based on the employee's annual base wages.