

Agreement between
MICHIGAN STATE UNIVERSITY



and

**Union of Nontenure-track Faculty
of
Michigan State University**



May 16, 2014 – May 15, 2018

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PURPOSE AND INTENT

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

The University, the Union, and Employees support and uphold the values of academic freedom in matters which relate to the acquisition and dissemination of knowledge, research design and execution, the free expression of theories and opinion, etcetera.

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

The parties recognize the interest of the Employer and job security of the employees depends upon the Employer's success in establishing a proper service to the public and especially to students of the University.

To these ends, the Employer and the Union of Nontenure-track Faculty encourage, to the fullest degree, cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE 1
RECOGNITION

- I. Pursuant to authority vested in the Michigan Employment Relations Commission, IT IS HEREBY CERTIFIED that

Union of Nontenure-track Faculty/AFT, AFL-CIO
- II. Has been designated and selected by a majority of the employees of the above-named employer, in the unit described below, as their representative for the purposes of collective bargaining, and that pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.
- III. Michigan State University recognizes the Union of Nontenure-track Faculty/AFT, AFL-CIO as the exclusive representative, in accordance with Michigan Employment Relations Commission Case No. R09 C034 of all employees in the following unit for the purpose of collective bargaining with respect to wages, hours of employment and other conditions of employment.
- IV. Included:
 - A. All fixed term faculty and fixed term academic staff who: (1) are currently teaching regularly scheduled credit courses, or (2) are currently teaching non-credit courses that are required for degree completion, degree program admittance, or teacher certification.
 - B. "Currently teaching" means only that bargaining unit inclusion will be determined according to the duties assigned to an employee in any one semester, regardless of the duties assigned in any other semester.
- V. Excluded:
 - A. All faculty appointed in the tenure system;
 - B. All fixed term faculty and fixed term academic staff whose only teaching of credit courses consists of individualized research, outreach and engagement mentorship courses;
 - C. All fixed term faculty and fixed term academic staff whose only teaching duties consist of guest lectures and presentations;
 - D. All employees appointed within a continuing appointment system;
 - E. All employees appointed within NSCL;
 - F. All adjunct, clinical, and military faculty and academic staff with no MSU salary;

- G. All Faculty in the colleges of Human Medicine, Osteopathic Medicine, Nursing, and Veterinary Medicine who as a part of their assignment are engaged in the direct provision of medical services;
- H. All Michigan State University Extension Service academic staff whose regular assignment base is not the main campus of Michigan State University in East Lansing or Lansing, Michigan;
- I. All Michigan State University faculty and academic staff whose regular assignment base is not the main campus of Michigan State University in East Lansing or Lansing, Michigan;
- J. All MSU faculty and academic staff who are engaged in non-credit instructional activities only, except for the non-credit instructional duties specifically included above.
- K. All Advisors without credit instructional duties, except for the non-credit instructional duties specifically included above;
- L. All librarians without credit instructional duties, except for the non-credit instructional duties specifically included above;
- M. All research associates and post-doctoral fellows;
- N. All visiting faculty with tenure or tenure system status at another institution of higher education;
- O. All coaches, including assistant and associate coaches;
- P. All executive managers;
- Q. All supervisors; confidential employees; employees represented by other recognized bargaining agents at MSU; and all other employees.

ARTICLE 2
AGREEMENT

- I. THIS AGREEMENT entered into this ____ day of _____ 2014, between the Board of Trustees of Michigan State University (hereinafter referred to as the “Employer”) and the Michigan State University Union of Nontenure-track Faculty (hereinafter referred to as the “UNTF” or “the Union”).
- II. The Union will furnish the Office of Employee Relations with the names of its Executive Board members and such changes as may occur from time to time with such personnel. The Employer will in return, keep the UNTF advised as to its representatives.
- III. No provision of this Agreement or any supplement thereto shall be waived or modified in any way unless such waiver or modification is agreed to in writing between the Employer and the UNTF.
- IV. Throughout this Agreement, any reference made to gender shall include male and female employees even if indicated in the masculine form, unless specifically relating to either gender and not the other.
- V. For the purpose of this Agreement, it is expressly understood and agreed by the parties hereto that introductory titles or headings preceding the Articles set forth herein shall not be held to in any way affect the substance, meaning or intent of any of the terms or provisions of said Article(s) contained in this Agreement.

ARTICLE 3
EFFECTIVE DATE

This Agreement shall become effective _____ 2014. IN WITNESS WHEREOF, the parties have set their hands this _____ day of _____, 2014.

FOR THE EMPLOYER

FOR THE UNION

Dr. June Youatt, Provost
Office of the Provost

Penny Gardner, Ph.D.
UNTF President and Assistant Professor

Dr. Satish Udpa, Executive Vice President
Administrative Services

Joe Marutiak
UNTF Consultant

Theodore H. Curry II, Associate Provost and
Associate VP
Academic Human Resources

Elizabeth Pellerito, Ph.D.
UNTF Organizer

Sharon Butler, Assistant Vice President
Human Resources

Cheryl Caesar, Ph.D.
Assistant Professor

James D. Nash, Director
Office of Employee Relations

Dr. Deborah Carmichael
Assistant Professor

Katheryn Elliott, Assistant Director
Office of Employee Relations

Ashley Hewlett
Instructor

Amy B. Holda, Employee Relations
Professional
Office of Employee Relations

Richard Manderfield, Ph.D.
Assistant Professor

Gail Nutter, Assistant Dean
College of Education

Dr. Jason Price
Assistant Professor

Dr. David Prestel, Associate Dean
College of Arts and Letters

Jarret D. Ragan, Jr.
Instructor

Dr. Richard Schwartz, Associate Dean
College of Natural Science

ARTICLE 4

DEFINITIONS

- I. Academic Year Appointment (AY) –An academic year appointment covers a full twelve month period with a nine-month assignment of duties and responsibilities, including related departmental meetings before registration in the fall and commencement and grade-reporting in the spring. The assignment period will normally be from August 16 through May 15 of the following calendar year. The two-week period preceding classes will be an orientation/planning time. AY appointments may be full-time or part-time.
- II. Agreement – The collective bargaining agreement between Michigan State University and the Union of Nontenure-track Faculty.
- III. Annual Year Appointment (AN) –An annual appointment is for a full-year assignment of duties and responsibilities including periods of annual leave and paid holidays. AN appointments may be full-time or part-time.
- IV. Continuous Employment—The term continuous, as applied to those employees on academic year appointments, excludes summer term.
- V. Day – Unless otherwise specified, the term “day” shall mean a calendar day. Day refers to every day of the week and does not exclude weekends or holidays.
- VI. Employee – The term “Employee” (and “Employees”) as used in this Agreement shall mean a member of the bargaining unit who is on an active appointment with Michigan State University.
- VII. Employer – Michigan State University (MSU). Whenever the words “University” or “Employer” appear in this Agreement, they shall mean Michigan State University.
- VIII. FTE Service Months – The cumulative full-time equivalent (FTE) months of service for University employment of 50% or greater. FTE service months will be credited each month as follows:
 - A. 1.00 credit per month for full-time (90% - 100%) employees
 - B. .75 credit per month for $\frac{3}{4}$ time (65% - 89.9%) employees
 - C. .50 credit per month for $\frac{1}{2}$ time (50% - 64.9%) employees
- IX. Union – The Union of Nontenure-track Faculty at MSU. Whenever the terms “UNTF” or “Union” appear in this Agreement, they shall mean the Union of Nontenure-track Faculty.

ARTICLE 5

NON-DISCRIMINATION

- I. The Employer and the Union shall adhere to the non-discrimination policies adopted by the Board of Trustees and to applicable federal, state, and local non-discrimination laws and regulations.
- II. If an employee claiming a violation of this article elects to proceed to an administrative agency or to court during the pendency of the grievance or at any time prior to the issuance of the written opinion and award of an arbitrator, the grievance will be considered to have been withdrawn.
- III. Union Activities

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

ARTICLE 6

UNION DUES AND REPRESENTATION FEES

I. General Terms

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

a payment already made to the Union by an Employee, or where a deduction is not in conformity with the dues and fee structure of the Union, refunds to the Employee shall be made by the Union.

- F. Dues and fees shall be calculated and withdrawn from employees who have authorized a deduction on any applicable salary received for the month.
- G. When an Employee who has a payroll deduction authorization form/membership card on file with the Employer Payroll Office, or ceases to be in the bargaining unit, the dues and fees deduction under this Agreement shall cease unless the Employee resumes employment in the bargaining unit.
- H. 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.
- I. There shall be no discrimination against any Employee in the application of the terms of this Agreement because of membership or non-membership in the Union.

II. Union Membership Dues

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

III. Representation Fees

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

IV. Option to Not Tender Dues or Fees

If an employee does not desire to join the UNTF or pay a representation fee, the employee does not need to complete the payroll deduction authorization/membership card. If an employee has completed a payroll deduction authorization/membership card and desires to stop paying dues or fee, the employee shall revoke the authorization in accordance with the "Authorization to Discontinue Union Dues or Service Fee Deductions Form".

ARTICLE 7

MANAGEMENT SECURITY

- I. The Union, through its officials, will not cause, instigate, support or encourage, nor shall any employee take part in, any concerted action against or any concerted interference with the operations of the Employer, such as the failure to report for duty, the unexcused absence from work, the stoppage of work, or the failure, in whole or in part, to fully, faithfully and properly perform the duties of employment.
- II. If the Union, through its officials, disavows in writing any such action, the Employer agrees that it will not file or initiate any action for damages against the Union or its officials.
- III. The Employer agrees that during the life of this Agreement there will be no lockout.

ARTICLE 8

EMPLOYER RIGHTS

- I. The Employer and the Union expressly agree that, except as abridged by this Agreement, all powers, rights, and authority of the Employer are reserved by the Employer, and that the Employer retains sole and exclusive control over any and all matters concerning the operation, management, and administration of the University, the control of its properties and the maintenance of order and efficiency of the workforce, and complete authority to exercise those rights and powers, including, by way of illustration but not by way of limitation, the exclusive right and authority:
 - A. to determine the type, kind, and schedule of services to be rendered and the work to be performed by Employees covered by this Agreement;
 - B. to make all financial decisions, including decisions concerning all accounting, bookkeeping, and other record keeping methods and procedures;
 - C. to determine the number, location, or relocation of facilities, buildings, and rooms;
 - D. to determine its organizational and business structure;
 - E. to determine whether to discontinue work and whether to purchase services from others;
 - F. to determine the necessity for work by Employees;
 - G. to discipline, suspend, or discharge Employees for just cause;
 - H. to make offers of appointment. Offers of appointment may only be extended by the employing units. There is no presumption of reappointment beyond the term of appointment;
 - I. to lay off or relieve employees from duty because of lack of work, lack of funds or for other business or academic reasons deemed appropriate by the Employer;
 - J. to determine the amount and type of supervision;
 - K. to determine the method and means by which work shall be performed and services provided;
 - L. to have any work performed at any other location.
- II. It is further expressly agreed except as abridged by the terms of this Agreement that the Employer retains sole and exclusive control over all matters pertaining to the selection, direction, instruction, and control of employees, including, by way of illustration but not by way of limitation, the right:
 - A. to hire, select, make assignments for, and promote employees;
 - B. to determine the number and qualifications of employees;

- C. to adopt and enforce policies, rules and regulations, including rules and regulations covering health and safety matters on University premises, in the performance of University-related activities, and at University-sponsored activities subject to the duty to bargain.
 - D. to determine quality and performance standards;
 - E. to determine the allocation and assignment of work to employees;
 - F. to determine job content;
 - G. to establish new job classifications and modify and eliminate existing classifications;
 - H. to determine class size;
 - I. to determine all academic policies, procedures, rules and regulations;
 - J. to determine program or course curriculum and content and style and mode of instruction;
 - K. to determine and require appropriate training; and
 - L. to perform all other functions inherent in the administration, management, and control of the University.
- III. The University's failure to exercise any right, prerogative, or function hereby reserved to it, or the University's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the University's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 9
UNION RIGHTS

I. Union-Employer Business

The Union's designated representatives will be permitted to transact official business with appropriate representatives of the University at mutually agreeable times provided that they follow regular university procedures.

II. Union Meetings on Campus

The Union may request to schedule periodic meetings to conduct Union business on campus, subject to customary charges, if any. Requests for such space shall be processed through regular Employer procedures. Other facilities or equipment, such as computing and audiovisual, if available, will also be accessible at customary charges, if any.

III. Employee Information

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

IV. Current Bargaining Unit List

At a regular time each month the Employer shall furnish to the Union a list of employees in the bargaining unit. During the first thirty (30) days of the fall and spring appointment periods, this list shall be provided twice. This list shall contain the following:

- A. Employee's first name
- B. Employee's last name
- C. Employing unit
- D. Job title
- E. Rate of pay
- F. Office address and phone number (if not protected)
- G. Home address and phone number (if not protected)
- H. Person ID
- I. Employment percentage
- J. Employment date
- K. ZPID

- L. Race
- M. Gender
- N. Date of birth

V. Additional Reports

Bargaining unit citizenship status information will be provided to the Union on a monthly basis but will not be linked to individual Employees. In addition, the Employer shall furnish a monthly Union group report showing any changes for current bargaining unit employees in the previous calendar month.

VI. Union Information

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

VII. Website

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

VIII. Union Communication

The Union may contract for University services, duplicating, printing, audio-visual, photographic, and computer and food services and other such services as may be contracted for by other campus organizations.

ARTICLE 10

SPECIAL CONFERENCES

I. Arrangement

Special conferences on issues of mutual interest to Employees and the Employer may be arranged between the Union and the Employer. Such conferences shall not be construed as a replacement for, or circumvention of, the grievance procedure.

II. Scheduling

- A. Arrangements for such conferences shall be made in advance by the submission of an agenda identifying matters to be discussed. The meeting shall be scheduled within fourteen (14) calendar days of the submission of an agenda.
- B. Such conferences shall be between representatives of the Employer and up to a maximum of five (5) representatives of the Union. More may attend by mutual agreement of the parties.
- C. Any matter discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of this Agreement, or the rights of either the Employer or the Union under the terms of the Agreement.

ARTICLE 11

GRIEVANCE DEFINITION AND PROCEDURE

- I. The primary purpose of this procedure is to secure, at the lowest level possible, a solution to employee grievances.
- II. The parties agree that any individual employee at any time may present grievances to the Employer and have the grievances adjusted, without intervention of the Union, if the resolution is not inconsistent with the terms of this collective bargaining agreement now in effect and provided that the Union has been given opportunity to be present at such adjustment.
- III. Definition of Grievance
 - A. A grievance shall be defined as a written notice of dispute, concerning the interpretation, application and alleged violation of any of the terms of this Agreement. It shall contain the date of the alleged violation(s), the specific section(s) of the Agreement involved, and it shall specify a remedy sought.
 - B. Individual grievances shall be signed by the affected Employee and by a Union representative. Group grievances shall be signed by at least one affected employee and a Union representative. Union grievances shall be signed by a Union representative.
 - C. The Union may process grievances on behalf of probationary employees with respect to wages, hours and other conditions of employment, but not for discipline or discharge.

IV. Individual Grievance

Any Employee having a dispute over the interpretation or application of the terms of this Agreement shall present it to the Employer in the manner described below. An individual grievance shall be signed by the aggrieved.

V. Group Grievance

A group grievance shall be only one in which the fact(s) in question and the provisions of the Agreement alleged to be violated are substantially the same as they relate to all employees in the identified group. In the event that employees have a group grievance, the Union Representative shall submit the grievance on behalf of all affected employees. When the affected group is contained within one department, college, or division, the grievance shall be initiated at Step 1 of the grievance procedure. Any other group grievance shall begin at Step 2. Where practical, group grievances should define the group asserting the claim.

VI. Union Grievance

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

VII. Written Grievance Steps

A. Step 1

1. If a grievance raised by an employee or group of employees is not resolved informally, the Employee or employees, must reduce the grievance to writing and present it to the immediate supervisor or designated employing unit representative within twenty-one (21) days after its alleged occurrence or twenty-one (21) days after the employee should reasonably have been aware of the events giving rise to the grievance, whichever is later. The grievance shall set forth the facts, including the alleged date(s) of the violation(s), the provisions of this Agreement that are alleged to have been violated, and the remedy desired. The grievance shall not be considered submitted until the immediate supervisor or designated employing unit representative receives the written grievance.
2. The immediate supervisor or designated employing unit representative will schedule a meeting with the grievant and the Union Representative within seven (7) days from the day the written grievance was received. The grievance hearing will be held within a reasonable time thereafter. The immediate supervisor or designated representative will then answer the grievance in writing within seven (7) days from the meeting at which the grievance was discussed.

B. Step 2

1. For grievances filed at Step 1, if the answer from the immediate supervisor or designee is not satisfactory, the grievant(s) shall submit an appeal within ten (10) days of the receipt of the Step 1 answer to the Associate Provost for Academic Human Resources or designee, indicating the reasons why the written answer of the administrative head or designee was unsatisfactory.
2. A group or individual grievance initially filed at Step 2 must be filed within twenty-one (21) days after the alleged occurrence of the event(s) giving rise to the grievance or twenty-one (21) days after the grievant should reasonably have been aware of the events giving rise to the grievance, whichever is later.
3. Upon receipt of a Step 2 grievance, the Associate Provost for Academic Human Resources or designee will schedule a meeting between no more than three (3) representatives of the Union, in addition to the grievant, and three (3) representatives of the Employer within seven (7) days from the date the appeal is received to discuss the grievance. Additional attendees may be present by mutual consent of the parties. The

grievance hearing will be held within a reasonable time thereafter. The Associate Provost for Academic Human Resources or designee will then answer the grievance in writing within ten (10) days from the date of the meeting at which the grievance was discussed.

VIII. Arbitration

A. Step 3

1. If the Associate Provost for Academic Human Resources or designee's Step 2 answer is unacceptable to the Union, settlement may be determined by a decision of an arbitrator selected by the parties. The Union will notify the Associate Provost for Academic Human Resources or designee within ten (10) days after the receipt of the Step 2 answer if the Union wishes to appeal the grievance to arbitration by filing a demand for arbitration with the Associate Provost for Academic Human Resources or designee.
2. Following written notice from the Union of its intent to arbitrate, the Employer and the Union shall attempt to select an arbitrator. If an arbitrator is not selected within five (5) days of the written notice, the Union, within the next ten (10) days may file its demand with the American Arbitration Association to administer the process.
3. The Arbitrator will be requested to issue his/her decision within thirty (30) days after the conclusion of testimony, argument and submission of briefs. The decision of the Arbitrator will be final and binding on all parties, and judgment therein may be entered in any court of competent jurisdiction.
4. The process of expedited arbitration, under the rules of the American Arbitration Association, may be utilized by mutual written agreement of the Employer and Union on a case by case basis.
5. The fees and approved expenses of an arbitrator will be borne equally by the Employer and the Union.
6. The rules of the AAA shall apply to all arbitration hearings.
7. The use of a court reporter will be permitted at the request of either party. The cost of the court reporter will be paid by the party requesting the court reporter. A copy of the transcript will be provided without cost to the party not requesting the court reporter.

B. Arbitrator's Power

1. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union, nor shall

he/she impose on either party a limitation or obligation not explicitly provided for in this Agreement.

2. The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provisions of this Agreement at issue between the Union and the Company.
3. Where either party challenges the jurisdiction of the arbitrator, a hearing will be held to determine whether the arbitrator does have jurisdiction before the hearing can be held on the merits. The arbitrator shall have no authority in any circumstances to award back pay or any other monetary relief for any period of time which pre-dates 15 days from the date the grievance is filed, nor shall the arbitrator award back pay or other monetary relief which is greater than the grievant would have been entitled to if there had been no violation.
4. The arbitrator shall have no authority to establish wage and salary scales, to change any wage or salary rate, or change classification descriptions except as otherwise provided in this Agreement.
5. The arbitrator shall have no authority to reinstate a grievant, but only to award applicable monetary damages to the end of the appointment period. Computation of back wages or benefits, if appropriate, must include offsets for unemployment compensation, Workers Compensation, and wages and benefits earned with other employers during the computation period.
6. The Arbitrator may make no award which provides the employee compensation greater than would have resulted had there been no violation.
7. If a grievance is appealed to arbitration and the arbitrator finds no authority to rule on such case, the matter shall be returned to the parties without decision or recommendation on the merits of the case.

C. Excluded from Arbitration

1. Excluded from arbitration are disputes and unresolved grievances concerning merit increase decisions, academic matters, appointments, and those matters provided for in provisions on probationary employees.
2. In the event an employee is concurrently employed in a position that is included in the representation definition of this Agreement and a position that is excluded from representation by the Union the following shall apply;
 - a. Matters pertaining to terms of employment as an employee covered by the Collective Bargaining Agreement may only be processed and adjudicated under the terms of the Agreement and,

b. Matters pertaining to terms of employment as an employee not covered by the Collective Bargaining Agreement may only be processed and adjudicated under existing University policies and procedures and shall not be subject to the provisions of this Agreement.

3. In no event shall rights from either employment status be held or applied to the other.

D. Finality of Decisions

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

IX. Other Provisions

A. Grievances shall be processed as rapidly as practicable. The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the grievance process. Time limits may be shortened or extended by mutual written agreement between the parties.

B. Where more than one grievance involves similar issues, the additional grievances shall be held in abeyance without prejudice pending disposition of the appeal to Step 3 of the representative grievance.

C. Failure of the grievant to appeal a decision within the specified time limits shall be considered settled on the basis of the employer's last answer and not be subject to further review. Failure of the Employer to render a decision on a grievance within the specified time limits shall permit its appeal by the grievant to the next step per the timelines established for moving the grievance to the next level.

D. Steps of the grievance procedure may be waived or modified in writing and by mutual agreement of both parties. The Union and/or grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.

E. The Union Representative may represent the Employee at all steps of the grievance procedure. An alternative Union Representative shall be designated by the Union to act in the absence of the Union Representative.

ARTICLE 12

ACADEMIC FREEDOM, ACADEMIC GOVERNANCE, AND ACADEMIC MATTERS

I. Academic Freedom

All employees shall enjoy the rights of academic freedom as stated in the University policy on Academic Freedom in effect as of the effective date of this agreement (and any properly adopted revisions).

II. Academic Governance

- A. Employees represented by the Union shall be permitted to participate in academic governance in conformity with department, college & university bylaws for academic governance and as allowed or encouraged by unit practices.
- B. Departments and colleges may provide for the inclusion of fixed term faculty as voting faculty in their unit bylaws if deemed appropriate by the unit.
- C. Employees represented by the union shall recuse themselves during meetings on academic governance when matters related to wages, hours or supervisory functions are being discussed.

III. Academic Matters

- A. Academic matters are the essential elements of the student educational experience. These academic matters include, but are not limited to, curriculum, learning goals and outcomes, admission to programs and graduation requirements, grading practices and policies.
- B. The Employer has the authority to establish and revise procedures, reasonable rules governing conduct, regulations and policies with respect to academic matters, and to incorporate these procedures, rules and policies into the documents that define and guide the activities and the relationships of students and faculty.
- C. An arbitrator shall not have any authority to substitute his or her judgment for the Employer's with respect to any academic matter.

ARTICLE 13

EMPLOYEE RIGHTS

I. Instructional Materials

The Employing Unit will make arrangements for Employees to be able to obtain instructional materials when provided free of charge by the publisher. Any instructional materials that the dean, department chair or designee requires to be used in teaching a course or that are required of students taking the course will be made available at no cost to the Employee.

II. Supplies and Equipment

A. The Employing Unit will determine the need for use and access to supplies and equipment, as described below:

1. Supplies and use of duplicating, collating, and other office machinery of a department or unit shall be made available without charge to an Employee to the extent required by his/her employment obligations.
2. Technology and technological support will be made available, without charge, as required by the Employee's employment obligations. This includes an MSU e-mail account, institutional file space, and access to computing facilities (including internet access).
3. Access to classroom facilities, storage space, office and desk space, laboratories and instructional equipment, telephone, and voicemail will be granted when required by his/her employment obligations.
4. Employer-required training will be available when deemed necessary by the Employing Unit.

B. Each employee shall be provided access to appropriate work space to ensure compliance with the Family Educational Rights and Privacy Act (FERPA).

III. Mailboxes

Each Employing Unit shall make available a convenient repository at a designated location for Employees to receive business addressed correspondence. Such repository shall be consistent with student privacy rights under the Family Educational Rights and Privacy Act (FERPA).

IV. Library Privileges

Employees will be afforded borrowing and interlibrary loan privileges in accordance with normal library procedures for other academic staff through the University Libraries. They may also request materials needed for their courses be placed on reserve for the semester. Employees are required to request these privileges from the circulation desk attendant in accordance with normal library procedures. Employees may submit a

request for library acquisitions through the normal procedures in the department and/or college.

V. Special Conferences

If an employee or group of employees believes that they have not been provided the required resources called for above, a Special Conference may be requested consistent with the provisions of Article 10. The parties will meet as soon as practicable to attempt to resolve the concerns.

ARTICLE 14

COPYRIGHTED MATERIALS/INTELLECTUAL PROPERTY

- I. The policy, "Development of Copyrighted Materials-Faculty Handbook," dated May 6, 2005 (and any properly adopted revisions) applies to Employees under this Agreement. In the event the Employer proposes to make changes to policies regarding development of copyrighted materials, the Employer will provide reasonable notice of the intent to make changes, and upon request, will engage in impact negotiations with the Union.

- II. Any policies regarding "intellectual property" in effect April 15, 2010 (and any properly adopted revisions) apply to employees under this agreement. In the event the Employer proposes to make changes to policies regarding intellectual property, (or any subsequent revisions) the Employer will provide reasonable notice of the intent to make changes, and upon request, will engage in impact negotiations with the Union.

ARTICLE 15
APPOINTMENTS

I. Appointments

A. Appointment Designations

1. Appointments of bargaining unit members may be made on a semester, academic year or annual year basis for up to one (1) year.
2. At any time, the Provost may approve an appointment of longer than one (1) year.
3. Appointments of Designation B are no less than three (3) years and may be made on a semester, academic year or annual basis. The precise term of the appointment will be at the discretion of the Employing Unit.

B. General Provisions

1. The Unit Head of the Employee's Unit shall make recommendations for appointment and designation.
2. No Employee shall be employed under terms and conditions less favorable than those contained in this Agreement.
3. Extension(s) or modification(s) of any appointments which include terms and conditions exceeding those provided by this Agreement shall be stated in writing by the Unit Head, with a copy provided to the Employee and the Union. Such appointment shall be without precedent and shall not alter the terms of the appointment process.

C. Designation B

1. At any time, the Provost may approve an appointment as a Designation B.
2. Employees initially appointed as Designation B shall receive the same benefits as those advancing to Designation B.
3. During the first month of the tenth or subsequent semester of teaching employment within six years of the first of these semesters in a given employing unit, the employee may submit a written request to the unit head or designee, including required documentation of teaching excellence, to be reappointed as a Designation B employee for the teaching portion of the assignment.
 - a. In this circumstance, the next appointment shall be for at least three years subject to satisfactory completion of a major review.

- b. If the employee fails to make such a request, s/he shall be subject to normal reappointment procedures (see Performance Review and Evaluation).
- c. Semesters of Teaching Employment
 - i. Include semesters teaching at Michigan State University in a tenure track position.
 - ii. Include semesters prior to Fall 2010 which were credited under the 2010-2014 contract, which may be counted toward eligibility for Designation B if those semesters are continuous with the current period of appointment.
 - iii. Does not include summer semester/term. In addition, not teaching summer semester/term does not constitute a break from continuous service for purpose of Designation B.
- d. Following each annual review that demonstrates continued excellence in teaching, each Designation B Employee's appointment shall be extended for one (1) year ensuring that the appointment is for no less than three (3) years.

If a Designation B Employee's annual review does not clearly demonstrate continued excellence in teaching, upon consultation with the unit advisory committee regularly used to provide advice on faculty performance, the unit administrator may require a more detailed review to verify continued teaching excellence. The employee shall be given an opportunity to respond to the detailed review.

In the event the more detailed review does not verify continued excellence in teaching and if after reviewing the Employee's response, the Unit Administrator may, with approval by the Dean and Provost, give the Employee notice of removal of Designation B status and a new appointment end date that is one (1) academic year from the date of notice.

Nothing in this article is meant to override provisions in Article 17.

D. Reappointment, Non-Renewal and Notice

1. Reappointment

An academic unit has no obligation to offer any subsequent appointment to any Employee. There shall be no guarantee of employment, nor should there be any expectation of continued employment, beyond the specific appointment end date. All appointments/re-appointments shall be within the sole discretion of the Employer.

2. Non-Renewal

- a. Written notice of non-renewal shall be provided at least one (1) month prior to the expiration of each appointment. The Employer will provide notice to the Employee and to the Union stating the basis for the decision.
- b. Notice of non-renewal applies to employees with fall and spring appointments; and to those whose employment may resume after skipping a semester. (i.e. "fall only" or "spring only").
- c. For employees whose employment may resume after skipping a semester, the notice periods for "non-renewal" will be:
 - i. By December 1 for those who may resume employment for the spring semester
 - ii. By April 22 for those who may resume employment for the fall semester
- d. The notice of non-renewal provision shall not apply:
 - i. In the spring appointment period for the summer appointment period
 - ii. In the summer appointment period for summer-only appointments

3. If non-renewal letters are not issued within the time limits specified above and the Union notifies the employing unit, the Associate Provost for Academic Human Resources, and the Office of Employee Relations of failure to comply with such timelines, the employing unit shall issue, within three (3) business days after such notice is received by the Associate Provost for Academic Human Resources:

- a. A non-renewal letter or,
- b. An appointment letter

Any grievance or claim pertaining to this provision will be considered resolved if a non-renewal or appointment letter is issued within three (3)

business days. An employee issued a letter of appointment within these timelines shall have no grievance or claim under this provision if the employee does not accept the appointment.

Employees who are not issued a letter within three (3) business days of notice shall receive two weeks' pay from the employing unit at the pay rate they received during their most recent appointment period. Acceptance of such payment will satisfy any grievance or claim pertaining to the matter.

E. Major Review

Major reviews of Employees shall be predicated on sustained outstanding achievements in UNTF bargaining unit assigned teaching duties. Each Employing Unit shall establish and make public the criteria it shall use to review performance of Employees. The criteria shall be consistent with Article 18.

If an academic unit has not established and published reasonable procedures and criteria for the review, that academic unit shall be required to use the standard procedures developed by the college.

II. Probationary Period

An employee shall, upon appointment, be considered probationary provided:

- A. The employee has not already served a probationary period in a UNTF bargaining unit position within the employing unit.
- B. The employee is not holding a concurrent appointment in another employing unit in which the employee has already served a probationary period.
- C. The probationary period shall be two (2) semesters in length.
- D. The probationary period is clearly noted in the employee's appointment letter.

ARTICLE 16

COMPENSATION PROGRAM

I. Minimum Full-Time Salary Guidelines effective October 1, 2014.

FACULTY RANK	ACADEMIC YEAR	ANNUAL YEAR
Lecturer	\$28,588	\$34,942
Assistant Instructor	\$28,588	\$34,942
Instructor	\$28,588	\$34,942
Specialist	\$28,588	\$34,942
Assistant Professor	\$37,318	\$45,611
Associate Professor	\$47,334	\$57,853
Professor	\$58,291	\$71,244

Minimum Full-Time Salary Guidelines effective October 1, 2015.

FACULTY RANK	ACADEMIC YEAR	ANNUAL YEAR
Lecturer	\$29,160	\$35,641
Assistant Instructor	\$29,160	\$35,641
Instructor	\$29,160	\$35,641
Specialist	\$29,160	\$35,641
Assistant Professor	\$38,064	\$46,523
Associate Professor	\$48,281	\$59,010
Professor	\$59,457	\$72,669

Minimum Full-Time Salary Guidelines effective October 1, 2016.

FACULTY RANK	ACADEMIC YEAR	ANNUAL YEAR
Lecturer	\$29,743	\$36,354
Assistant Instructor	\$29,743	\$36,354
Instructor	\$29,743	\$36,354
Specialist	\$29,743	\$36,354
Assistant Professor	\$38,826	\$47,454
Associate Professor	\$49,246	\$60,190
Professor	\$60,646	\$74,122

Minimum Full-Time Salary Guidelines effective October 1, 2017.

FACULTY RANK	ACADEMIC YEAR	ANNUAL YEAR
Lecturer	\$30,338	\$37,081
Assistant Instructor	\$30,338	\$37,081
Instructor	\$30,338	\$37,081
Specialist	\$30,338	\$37,081
Assistant Professor	\$39,602	\$48,403
Associate Professor	\$50,231	\$61,394
Professor	\$61,859	\$75,605

The employing unit may provide salaries in excess of the minimum salary guidelines.

- II. Merit Pool Increase
 - A. Effective October 1, 2014, a merit pool equivalent to 2.75% of the eligible employees' annualized wages will be established for distribution.
 - 1. The minimum salary levels will be increased by 5.0% (reflected in table above)
 - B. Effective October 1, 2015, a merit pool equivalent to 2.25% of the eligible employees' annualized wages will be established for distribution.
 - 1. The minimum salary levels will be increased by 2.0% (reflected in table above)
 - C. Effective October 1, 2016, a merit pool equivalent to 2.0% of the eligible employees' annualized wages will be established for distribution.
 - 1. The minimum salary levels will be increased by 2.0% (reflected in table above)
 - D. Effective October 1, 2017, a merit pool equivalent to 2.0% of the eligible employees' annualized wages will be established for distribution.
 - 1. The minimum salary levels will be increased by 2.0% (reflected in table above)
- III. All salary adjustments will be based 100% on merit. Individual adjustments will vary based on academic unit merit determination.
- IV. Any adjustments shall be made in accordance with applicable departmental/school/college bylaws or guidelines for distribution of merit increases.

ARTICLE 17

LAYOFF

- I. The needs of the University for the service of Employees vary over time. Such changes in need for Employees can be due to programmatic changes, to reorganization, to changes in the ways the University will perform its functions or meet its need, to the cyclic need for certain services, to needs for economy or financial exigency, to operational needs, to modified plans and/or goals, and/or to reduction and/or reallocation of funding sources, including mandated or discretionary budget reductions.
- II. As used in this Article, the term "layoff" shall include both full layoff and partial layoff. A full layoff is an involuntary separation from employment that occurs during the term of an appointment. A partial layoff is an involuntary reduction in the percentage of employment that occurs during the term of appointment.
- III. Subject to the provisions below, an employee may be laid off at any time as a result of adverse financial circumstances; low enrollment; reallocation of resources; reorganization of the degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolishment of one or more programs or functions; shortage of work; a material change of duties or other business or academic reasons as deemed necessary by the Employer.
- IV. The layoff may be at an organizational level of the University such as a division, college, school, department, area, program, or other level of organization of unit as the University deems appropriate. In designating the makeup of the layoff unit, the Employer may consider the special qualifications and relevant experiences required for specific positions and exclude such positions from layoff.
- V. In determining which Employee's employment will be discontinued under this section, the University shall take into consideration appropriate factors. Employees are to be informed of layoff as soon as practicable. Employees shall be given no less than 14 calendar days notice of indefinite layoff or in lieu thereof, two weeks pay at the employee's current regular salary rate, or a pro-rated combination of notice and pay. A notice of layoff shall be sent to the employee by certified mail, return receipt requested, or delivered in person to the employee.
- VI. A laid off employee shall be given consideration for vacant employment opportunities within their former employing unit, which may arise within the period of the appointment at the time of their layoff prior to commencing other recruiting efforts.

ARTICLE 18

ANNUAL PERFORMANCE REVIEW

I. Procedure and Criteria

Each academic unit is responsible for establishing and communicating current procedures and criteria for annual reviews to evaluate teaching performance of Employees for purposes of merit and reappointment consideration. If an academic unit adds or amends established performance criteria, the employees shall only be evaluated on those additions or amendments from the date of the change forward.

An academic unit may use an advisory committee for annual reviews.

The employing unit will determine the criteria for, the manner of, and the Employee's responsibilities in the review process. These must be consistent with commonly accepted standards within the employing unit for evaluating these categories of work. Documentation of teaching performance may include, but is not limited to: teaching portfolios; student ratings and commentary; syllabi; course materials; personal narrative; and classroom observation. Units are encouraged to use multiple sources of information in the review process when multiple sources are available.

II. Timelines and Discussion

Written performance reviews shall be conducted at least once per year. A copy of the written review shall be provided to the employee.

If an evaluation is not completed within the appropriate timeline, the Employee shall be assumed to be performing without cause for concern. Upon request an appropriate unit administrator, or designee, shall discuss the review with the employee.

III. Response

The Employee will have an opportunity to submit supporting material and/or a response to the evaluation. A copy of the evaluation and any accompanying material will be placed in the Employee's personnel file.

ARTICLE 19

DISCIPLINARY ACTION AND DISMISSAL

- I. The parties recognize the authority of the Employer to discipline and discharge employees for just cause. Discipline for misconduct or unsatisfactory performance is a written warning, written reprimand, suspension with or without pay, and/or reduction in duties or in pay. Discharge is the termination of employment, initiated by the employer, prior to a previously stated appointment end date, for serious misconduct or unsatisfactory performance. Discipline and Discharge may result from an accumulation of minor infractions as well as for a single serious infraction.
- II. In the event the employer determines a hearing, conference, or investigative meeting which may result in disciplinary action is necessary, the employee may request the presence of a Union representative. The employing department must, if requested by the employee, allow reasonable time for the employee to arrange to have Union representation.
- III. The Employer will inform the Employee of the subject matter prior to the investigative interview.
- IV. If requested, an employee will be allowed to hold a pre-interview conference with his/her Union representative.
- V. In the event an employee is disciplined or discharged by written notice, a copy of the notice shall be distributed to the Union at the time it is given to the employee and a copy shall be placed in the employee's official personnel folder. Such written notice shall outline the reasons for the disciplinary action or discharge.
- VI. When an employee is disciplined or discharged, he/she will be allowed to discuss the action with a Union representative. The Employer will make meeting space available for the employee and union representative.
- VII. Grievances Concerning Discipline
 - A. Should the employee consider the disciplinary action or discharge without just cause, it shall be appealed as a grievance within twenty-one (21) days after written notification of the discipline is received by the affected employee. A grievance over a written letter of reprimand shall be submitted at Step 1 of the grievance procedure; whereas, all other disciplines shall be submitted at Step 2. Failure to submit a written grievance within the time limits shall constitute a waiver of all claims concerning such disciplinary action or discharge.
 - B. Notwithstanding the above, the discipline or termination of an Employee serving a probation period shall not be subject to the grievance procedure.

ARTICLE 20
BENEFIT PROGRAMS

I. Benefit Eligibility

Employees who are employed at least 50% time for nine (9) months or longer shall be eligible for benefit consideration.

Enrollment must be completed within 60 days from the date of hire.

Employees whose appointments do not initially meet this criteria and whose appointments are subsequently changed or extended such that the appointment meets this criteria after the initial appointment has commenced are eligible for benefit consideration on the first of the month following the earlier of:

- A. The date the appointment change or extension is entered into the hr/payroll system by the appointing unit or
- B. The effective date of the appointment change.

Enrollment for newly eligible employees (i.e. eligible by virtue of an appointment change) must be completed within 30 days of official notice of eligibility for benefits.

If enrollment does not occur within the required period (60 or 30 days), the employee must wait for the next annual open enrollment period.

II. Proportional Benefits

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

50% - 64.9% employment - 50%
65% - 89.9% employment- 75%

III. Termination of Benefits - In case of termination, benefits will be affected as follows:

- A. Health, employee-paid life, and accidental death and dismemberment coverages will continue in force until the end of the month of termination of active employment.
- B. Dental coverage continues through the end of the month of termination of active employment.
- C. Employer paid life and travel accident coverages cease on the last day of active employment.

- D. Coverage under the health and/or dental plans may be continued in accordance with the Consolidated Omnibus Reconciliation Act (COBRA) of 1986, for up to 18 months (29 months if currently disabled and receiving Social Security Disability (SSD) or deemed disabled by SSD any time during the first 60 days of COBRA coverage) by paying a monthly premium. Contact MSU Human Resources Benefits for details.
- E. Employee-paid and employer paid life coverages may be converted by contacting the company directly.

IV. Changes in Benefits Programs

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

- A. Any health care, prescription drug and dental benefit coverage and/or eligibility criteria for bargaining unit employees mirrors the coverage and/or eligibility criteria offered to campus-based, non-UNTF academic staff and faculty of the university.
- B. The parties agree to confer regarding the timing, benefit level and other matters relating to employer provided benefit programs and levels prior to any adjustments being made and provided that the UNTF has been given sufficient time to review potential changes and to provide input.

ARTICLE 21

HEALTH PLAN COVERAGE

Participation in health plan coverage is optional for full-time and part-time employees.

Health care coverage is available under a Preferred Provider Organization (PPO), a Health Maintenance Organization (HMO), or a High Deductible Health Plan (HDHP) with a Health Savings Account (HSA).

All employees with a health plan are automatically enrolled for prescription drug coverage.

I. Eligibility

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

II. Premiums

Health care premiums are adjusted annually. Employees contribute a designated portion of the premium cost plus the difference between the highest and lowest cost health plan (depending on the health plan chosen).

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

In addition, the University will contribute at least \$750 each year into the HSA for any full-time employee who selects the High Deductible Plan and the University will make a proportional contribution based on the percentage of employment for part-time employees.

III. Health Plan Affidavit

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

B. A Health Plan Affidavit must be completed by employees at the time of hire and each year during open enrollment for their spouse or an Other Eligible Individual to be enrolled in an MSU health plan.

C. Dependents

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

IV. Health Care Waiver

Eligibility: Full-time and part-time (50-89.9%) employees. If the employee, spouse, or an Other Eligible Individual and dependents have adequate health care coverage through another employer, the employee may waive MSU's health care coverage and receive a cash payment.

- A. Employee must enroll within 60 days of appointment, within 30 days of notice of eligibility if applicable, or during the annual open enrollment period.
- B. Eligible to receive up to \$600 cash payment the following February.
- C. Payment is considered taxable income.

Individuals accrue points based on their employment percent and the number of months they are enrolled in the waiver for the prior plan year: 1 point for each month in waiver if full-time; .75 of a point for $\frac{3}{4}$ -time of and .5 of a point if half-time. See chart below.

Points Accrued	Waiver Payments
Full 12 points	\$600
9 through 11.75 points	\$450
6 through 8.75 points	\$300
3 through 5.75 points	\$150
Less than 3 points	\$0

- D. An employee whose spouse or Other Eligible Individual is either an MSU employee or retiree is not eligible for the waiver.

ARTICLE 22

DENTAL PLAN

- I. Dental plan benefits will be provided consistent with the carrier's conditions and procedures.
- II. 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
 - C. The University makes a proportional university contribution based on the percentage of employment for part-time employees.

ARTICLE 23

LONG TERM DISABILITY

- I. The University provides income protection through the long term disability plan.
- II. The benefit is payable to employees who become totally disabled as defined in the LTD master contract and are unable to work due to sickness or bodily injury. In addition, the University makes the regular contribution for health care coverage and pays the regular cost for dental and the employee-paid life plan.
- III. The University pays the entire cost of the LTD benefit. Coverage is automatic and becomes effective the first day of the month following or coinciding with completion of twelve (12) full-time equivalent service months. Long term disability coverage will terminate on the employee's last day of active employment.

ARTICLE 24

VOLUNTARY EMPLOYEE-PAID BENEFIT PROGRAMS

Michigan State University offers employees access to a variety of additional, optional, employee-paid benefits through an online voluntary benefits portal.

There is no University financial contribution toward these benefits. Enrollees pay the premiums for whatever benefits they select and those payments are collected via payroll deduction.

In addition, employees may be eligible for some consumer discounts. Information is available at msubenefitsplus.com.

Program offerings are subject to change.

ARTICLE 25

HEALTH CARE SPENDING ACCOUNT (HCSA)

- I. The Employer provides the opportunity to participate in a Health Care Spending Account (HCSA) to pay for medical and dental plan deductibles/copayments and other health-related expenses that are not covered by insurance. It enables employees to save money, on a calendar year basis, by paying for health related expenses on a pre-tax basis. An employee may contribute an amount commensurate with IRS regulations.
- II. Reimbursements can be made only for health care services that are provided during the plan year. A complete list of HCSA eligible/ineligible expenses and definitions of qualifying dependents is available online or in the Flexible Spending Account brochure.

ARTICLE 26

DEPENDENT CARE SPENDING ACCOUNT (DCSA)

- I. The Employer provides the opportunity to participate in a Dependent Care Spending Account (DCSA) to help meet dependent care expenses. It enables employees to pay for dependent care expenses for a child, disabled spouse or dependent parent on a pre-tax basis. An employee may contribute an amount commensurate with IRS regulations.
- II. Reimbursements can be made only for dependent care services that are provided during the plan (calendar) year. A complete list of DCSA eligible/ineligible expenses and definitions of qualifying dependents is available online or in the Flexible Spending Account brochure.

ARTICLE 27

EMPLOYER-PAID LIFE INSURANCE

I. Coverage

Eligible employees are provided coverage equal to one year's base salary up to a maximum of \$50,000. This benefit is effective immediately upon appointment. Beneficiaries are those designated by the employee and are the same as designated in the Employee-Paid Life program. If no beneficiary has been designated, payment will be made to the survivor(s) in the first surviving class of those that follow: a) spouse; b) children; c) parents; or d) brothers and sisters. If none survives, payment will be made to the estate.

II. Cost

No enrollment application is necessary and the entire cost of this benefit is paid by the University.

ARTICLE 28

EMPLOYEE-PAID LIFE INSURANCE

- I. The University provides an optional employee-paid life insurance program for employees with full-time and part-time (50% time or more) appointments for nine months or longer. The benefit is payable in the event of death.
- II. Benefits may also be selected for eligible dependents. The benefit is decreasing term with no cash or loan value. The program is entirely funded from employee contributions and rates are subject to future group experience.
- III. Employees may enroll within sixty (60) days of initial employment or during a scheduled open enrollment period.

ARTICLE 29

ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)

I. Eligibility

Employees may select the AD&D Program within 60 days of initial appointment to an eligible status. Coverage is provided if death or dismemberment results from accidental cause. All employees appointed full-time or part-time (50% or more) for nine months or more are eligible to participate.

II. Coverage

Coverage may be selected for the employee and the family, if desired, in one of the varying amounts as shown in the brochure. Beneficiaries are designated by the individual and may be changed at any time.

III. Cost

Cost of the various coverages offered is described in the brochure available in MSU Human Resources Benefits and is paid by the employee.

ARTICLE 30

TRAVEL ACCIDENT

The University provides immediate Travel Accident coverage while traveling on approved University business or activity. This plan provides accidental death and dismemberment coverage up to \$50,000, and is automatic for all employees. No enrollment application is necessary and the cost is paid by the University.

ARTICLE 31

POST-RETIREMENT HEALTH CARE

- I. Nontenure-track Faculty meeting the minimum University retirement requirements will remain eligible to maintain health and dental coverage and receive a University contribution toward the premiums based on the number of full-time equivalent (FTE) service months at retirement.
- II. For employees hired on or after July 1, 2005, the University will contribute to the lowest cost health plan's single rate for which the employee/retiree is eligible. (The contribution is based on the full-time equivalent (FTE) service months at the time of retirement). At retirement, the employee must designate whether the employee receives the University contribution or whether the contribution is to be split 50/50 between the employee and his/her spouse or other eligible individual (OEI). This designation is irrevocable regardless of circumstance, including returning to work or death. The designation of the 50/50 contribution is also non-transferable to future spouses or other eligible individuals (OEI).
- III. Retirees (their spouse or other eligible individual) age 65 and over are required to enroll for Medicare Parts A & B at which time MSU's health plan coverage is adjusted to a Medicare supplement policy. Medicare Part B requires a monthly premium that is not reimbursed by MSU. Individuals may contact their local Social Security office for information on the monthly premium cost for Medicare Part B.
- IV. Employees hired on or after July 1, 2010 will no longer be eligible for post-retirement health care benefits.
- V. With proper documentation, employees with breaks in service of less than one (1) year will be granted credit for all past service upon application to the Office of Human Resource Services.
- VI. Any adjustments in the program or University contribution amounts for tenure-track faculty post retirement health care shall automatically be extended to members of this bargaining unit.

ARTICLE 32

RETIREMENT BENEFITS

The University provides a contributory base retirement program for employees working half-time or more for at least nine continuous months. The benefit provides income during retirement and benefit payments in the event of death prior to retirement. Contributions from the employee and the University are paid into an individual contract between the employee and the eligible vendor.

I. Contributions

- A. Employee contributions are five (5%) percent and University contributions are ten (10%) percent of the employee's base salary or wage.
- B. The University's contribution is made on a tax-deferral basis, i.e., the employee does not report the University contribution as earned income when filing income tax returns for the calendar year. After retirement, the employee does pay taxes on the amounts received.
- C. Employees are eligible for participation in the base retirement program in accordance with the following policies:
 - 1. The program is optional to employees at the time of appointment or who are over age sixty-two (62) at the time of appointment.
 - 2. The program is required as a condition of employment for employees who have attained the age of thirty-five (35) and 24 full-time equivalent months of continuous employment.
 - 3. Once required participation commences, it is not possible to withdraw from the University base retirement program while employed at the University.
- D. An additional portion of the employee's salary may be contributed to a Supplemental Retirement Plan (SRP) by the employee on a tax-deferred basis, through payroll deduction, subject to Internal Revenue Service limitations.

ARTICLE 33

TIME OFF AND LEAVE PROGRAMS

- I. Leaves of absence, with or without pay, may be granted to eligible employees. Where this agreement does not specify otherwise, the Employer's existing leave policies (described in the Faculty Handbook as of December 31, 2013, and in any subsequent revisions) will apply to all employees in the unit.
- II. Recommendations for leaves of absence originate in the employing unit and must be reviewed successively by the dean and the provost or designee, who makes the final decision. Leaves usually do not extend beyond one year, and do not extend beyond the appointment end date.
- III. Leaves of absence, other than for military service and federal juries, are not granted automatically but are intended for the mutual benefit of the University and the employee.
- IV. Leaves will not be granted unless satisfactory arrangements are made in advance to:
 - A. Carry on the duties of the employee,
 - B. Fulfill obligations to graduate students whose programs or theses are being directed by the employee and
 - C. Fulfill obligations to committee assignments.
- V. Specific dates for the leave must be specified in the request and should be made as far in advance as possible.
- VI. An employee who without good cause fails to return to the University within 5 days of the expiration of a leave of absence, shall forfeit rights to further employment and shall be considered as having resigned.

ARTICLE 34

MEDICAL DISPUTES

- I. In the event that the Employer has a reasonable belief that an Employee is unable to perform his or her employment responsibilities because of a physical or mental health condition, the Employee will be required to submit to a medical examination as determined by the Office of the University Physician. In the event that the Employer requires such a medical examination, the Employee shall be given notice in writing of the reasons for requiring the examination.
- II. If the employee is not satisfied with the results of the medical examination, he/she may submit a report from a health care provider of his/her own choosing. The Employee may submit the charges of this examination to any and all insurances for which the examination may be covered. If a balance remains following the application of insurance, the remaining expenses of this examination shall be paid by the Employee.
- III. If the dispute still exists, at the request of the Union, the University's physician and the employee's health care provider shall agree upon a third health care provider who will conduct a medical examination and submit a report to the Employer and the Employee. The decision of such third party will be binding. The expenses of this report shall be shared equally between the Employer and Employee. For purposes of this examination, charges to the Employee may be submitted to any and all employee insurances for which the examination may be covered. If a balance remains following the application of the Employers one-half and the Employees insurance, the remaining expenses shall be the responsibility of the Employee.
- IV. As long as the Employee makes a reasonable effort to secure the cooperation of his or her health care provider in the selection of a third health care provider, the Employer will not seek to discipline or discharge the Employee for a delay in this process which is beyond his or her control.
- V. The University, with reasonable belief, may place an employee on an unpaid leave of absence pending the above review. The employee may substitute available paid leave pursuant to the terms of the particular leave policy.

ARTICLE 35

HEALTH AND SAFETY

The University and the Union shall cooperate for the purpose of eliminating accidents and health hazards. The University shall make reasonable provisions for the safety and health of its employees while carrying out their assigned responsibilities. The University, the Union and the employees recognize their obligations and/or rights under existing Federal and State laws with respect to safety and health matters.

ARTICLE 36

SCOPE OF THE AGREEMENT

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

ARTICLE 37

TERMINATION AND MODIFICATION

- I. This Agreement shall continue in full force and effect until 11:59 p.m., May 15, 2018.
- II. If either party desires to terminate this Agreement, it shall, at least sixty (60) days, but no earlier than one hundred eighty (180) days, prior to the termination date, give written notice of termination. If notice of termination of this agreement has been given in accordance with this paragraph, the parties shall make every effort to begin meeting not later than thirty (30) days following the receipt of the notice by the other party.

If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by the other party on at least sixty (60) days but no more than one hundred eighty (180) days written notice prior to the current year's termination date.

- III. If either party desires to modify or change this Agreement, it shall, at least sixty (60) days, but no earlier than one hundred eighty (180) days, prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of termination of this agreement has been given in accordance with this paragraph, the parties shall make every effort to begin meeting not later than thirty (30) days following the receipt of the notice by the other party.

If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective termination date of this Agreement. Any agreements that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

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

ARTICLE 38

PRINTING AND DISTRIBUTION OF COLLECTIVE BARGAINING AGREEMENT

- I. The Union and the Employer shall equally share the cost of typesetting, preparing galley prints, and printing the Collective Bargaining Agreement. Any material placed into the Agreement that is not proofed and initialed by the Employer and the Union shall not be considered a valid part of this Agreement. The number of copies will be mutually determined.

- II. The Employer agrees to deliver Agreements to employing units in sufficient numbers for distribution to affected employees and supervisors. The Employer will not be held accountable if affected employees do not receive Agreements.

ARTICLE 39

COURSE FEE COURTESY PROGRAM

- I. Full-time bargaining unit members shall be eligible for the Course Fee Courtesy policy upon attainment of 60 full-time equivalent service months.
- II. The 60 months full-time equivalent service requirement may be waived in an individual's appointment letter. Such waiver shall be within the sole discretion of the employer.

MICHIGAN STATE
UNIVERSITY

Letter of Agreement
By and Between
Michigan State University
And
Union of Nontenure-track Faculty, AFT, AFL-CIO

To promote a shared responsibility for a safe working environment at Michigan State University, including one conducive to teaching and learning free from disruption, the parties have agreed that further communication and cooperation will occur during the term of this Agreement.

FOR THE EMPLOYER

FOR THE UNION

James D. Nash, Director
Office of Employee Relations

Penny Gardner, President
Union of Nontenure-track Faculty

Date: _____

Date: _____



**HUMAN
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Theodore H. Curry II, Associate
Provost and Associate VP for
Academic Human Resources

MICHIGAN STATE
UNIVERSITY

MEMORANDUM OF UNDERSTANDING
BETWEEN
MICHIGAN STATE UNIVERSITY
AND
UNION OF NONTENURE-TRACK FACULTY AT MSU

RE: UNTF presence at new faculty orientation

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

1. For 2014, a UNTF representative will be allowed to have a table at the fall new faculty orientation resource fair and to be present in the orientation room during the program.
2. This agreement will continue on an annual basis; except as provided for in item 3 or otherwise mutually agreed.
3. If the new faculty orientation program is discontinued or changes significantly (e.g. delivery method changed, resource fair is discontinued, etc), the parties agree to meet to discuss alternative means for the UNTF to make new UNTF faculty members aware of their bargaining unit affiliation.

S

FOR THE EMPLOYER

FOR THE UNION

**HUMAN
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48823-5239

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James D. Nash, Director
Office of Employee Relations

Date: _____

Theodore H. Curry II, Associate
Provost and Associate VP for
Academic Human Resources

Penny Gardner, President
Union of Nontenure-track Faculty

Date: _____

Joseph Marutiak, Consultant
Union of Nontenure-track Faculty

MICHIGAN STATE
UNIVERSITY

MEMORANDUM OF UNDERSTANDING
BETWEEN
MICHIGAN STATE UNIVERSITY
AND
UNION OF NONTENURE-TRACK FACULTY AT MSU

RE: UNTF participation in the Faculty Health Care Council

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

1. Working through the Steering Committee of Academic Governance after it resumes meeting in the Fall 2014 semester, the Employer agrees to seek approval by the MSU Board of Trustees to add an additional representative on the Faculty Health Care Council. If approved by the Board, the representative shall be chosen by the Faculty Senate from among a slate of at least two (2) individuals identified by UNTF, who are knowledgeable about health care matters and who currently hold an MSU appointment.
2. Until such time as action is taken regarding UNTF representation on the Faculty Health Care Council, a UNTF representative from among members who held an MSU appointment in Spring of 2014 will be invited to attend Faculty Health Care Council meetings as a non-voting guest.
3. If the Board of Trustees does not agree to UNTF representation on the Faculty Health Care Council, Article 20 Section IV of the collective bargaining agreement shall be void and health care, prescription drug, and dental benefits and eligibility criteria will remain a mandatory subject of bargaining.



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FOR THE EMPLOYER

FOR THE UNION

James D. Nash, Director
Office of Employee Relations

Penny Gardner, President
Union of Nontenure-track Faculty

Date: _____

Date: _____

Theodore H. Curry II, Associate
Provost and Associate VP for
Academic Human Resources

Joseph Marutiak, Consultant
Union of Nontenure-track Faculty

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