

MICHIGAN STATE U N I V E R S I T Y

Memorandum of Understanding Between Michigan State University, the Employer And Local 1585, the Union

As a result of discussions between the Parties it is hereby agreed that effective June 10, 2015 the University will administer bidding on vacancies and benefits for Temporary Employees in accordance with the terms listed below. These terms will replace Article 10, for the remainder of the Agreement (i.e. through July 31, 2018), or until such time as they are extended or modified by mutual agreement of the Parties.

ARTICLE 10

SENIORITY

A. Probationary Employees



**Human
Resources**

Employee Relations

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-34 New full-time employees, not currently employed at the University, shall be considered as probationary employees for their first 1040 hours of work and six (6) months of employment. Part-time employees shall be considered probationary for their first 520 hours of work and six (6) months of employment. When an employee finishes the probationary period, the employee shall be entered on the seniority list of the unit or occupational group, whichever is in effect, and shall rank for seniority from the date the probationary period began. There shall be no seniority among probationary employees.

-35 The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged or disciplined employees for other than Union activity.

B. Temporary Employees

-36 Appointments – There shall be no seniority or rights of recall for persons who are employed for specific temporary jobs lasting nine (9) months or less. At the time of employment, the temporary appointment shall not be extended beyond nine (9) months, except when a temporary employee fills the position of a regular employee on leave of absence, in which case the employment period may continue for the duration of the leave of absence. The Union will be provided the name of the temporary employee and the name of the employee on leave. Such term shall not exceed two years. After completion of the probationary period, the temporary employee may not be discharged prior to the date certain for termination except for just cause. The temporary employee may not be transferred to a regular job until after compliance with the posting provisions of Article 36.

- a. The Employer shall have the right to "recycle" temporary employees in the bargaining unit. Recycled employees shall continue to receive the job rate.
- b. Temporary employees shall not replace or displace regular employees on a permanent basis except as provided for in applicable provisions of the Collective Bargaining Agreement.
- c. The total number of temporary employees in the bargaining unit at any one time shall be limited to no more than 30% of the regular bargaining unit employee complement, excluding temporary employees.
- d. Beginning January 28, 1999, temporary employees who are recycled shall receive credit for the immediately preceding employment cycle for bidding purposes only, as provided for in Article 10, Section B, Paragraph 37 of the Collective Bargaining Agreement. Thereafter, recycled temporary employees shall continue to carry past recycled service for bidding purposes only, as provided for in Article 10, Section B, Paragraph 37 of the Collective Bargaining Agreement.
- e. Except as provided for herein, the conditions of employment for temporary employees shall be provided for in Article 10, Section B of the Collective Bargaining Agreement.

-37 Bidding on Vacancies – Provided he/she has completed a probationary period in his/her original seniority unit **WITHIN THE PAST 12 MONTHS**, a temporary employee may bid on posted vacancies within that seniority unit under the following conditions, whichever comes first:

- a. ~~The temporary employee has completed one six (6) month probationary period and has not had a break of service of more than fourteen (14) days. FOUR (4) WEEKS PRIOR TO THE END OF HIS/HER TERM OF TEMPORARY EMPLOYMENT.~~
- b. **UPON COMPLETION OF SIX (6) MONTHS OF CONTINUOUS EMPLOYMENT.**
- c. For thirty (30) calendar days after completion of the employee's term of temporary employment.

For bidding purposes only, his/her seniority will be recognized for time actually worked after regular full-time employees in the seniority unit and in the bargaining unit have had an opportunity to bid and transfer in accordance with the requirements of Article 36.

-38 Benefits – ~~Upon completion of six (6) months of employment, T~~emporary employees will become eligible for vacation on a proportional basis. ~~T~~emporary employees **AND** shall be granted sick leave, family sick leave, funeral, and holiday pay, on a proportional basis, from their date of hire **PROVIDED THE TEMPORARY EMPLOYEE HAS COMPLETED ONE SIX (6) MONTH PROBATIONARY PERIOD AND HAS NOT HAD A BREAK IN SERVICE OF MORE THAN FOURTEEN (14) DAYS.**

C. Part-time Employees

-39 Employees regularly scheduled to work twenty (20) hours per week but less than twenty-six (26) hours per week shall be considered half-time (1/2) time employees; those regularly scheduled to work more than twenty-six (26) hours per week but less than thirty-six (36) hours per week shall be considered three-quarter (3/4) time employees and those regularly scheduled to work thirty-six (36) hours per week to forty (40) hours per week shall be considered full-time employees.

-40 Benefits – The following benefits shall be extended to part-time employees on a proportional basis: Vacation time, holidays, personal leave, sick leave, longevity, retirement, health care, dental, employee paid life and accidental death and dismemberment.

-41 Seniority – Part-time employees shall retain seniority on the same basis as full-time employees. This seniority shall be exercised during period of layoffs, recall, and for filling of vacancies.

-42 Funeral Leave shall be granted to part-time employees on the same basis as full-time employees.

D. Health Care for Temporary Employees

-43 Effective January 1, 2015, 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).

-44 Employees may enroll in single coverage which requires paying 7% of the premium. Employees will also have the option to purchase the double or family coverage at employee cost. (Defined as the difference between single and the selected plan, plus 7% of the single coverage.)

-45 The deductible shall be \$2,000 per member (single), \$4,000 per contract (double or family) per plan year (the calendar year). Out-of-network deductibles and co-insurance may be higher, as designated by the plan. Co-insurance is 20% or 50% depending on service and starts after the deductible is met, with an (in-network) out-of-pocket max of 4,000 per member, \$8,000 per contract per plan year.

-46 Prescription coverage is included and is consistent with the CVS caremark plan and is subject to the deductible, coinsurance and out-of-pocket maximums.

-47 Employees must enroll within thirty (30) days of becoming newly eligible and sixty (60) days of becoming newly hired or forfeit coverage for that plan year.

-48 Coverage of an employee under the terms of the health plan shall be effective on the first day of the month following enrollment.

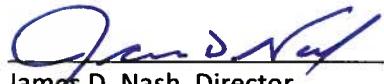
-49 The Employer shall pay 93% and the employee shall pay, via payroll deduction, 7% of the premium or premium equivalent. The employee shall authorize the payroll deduction in writing at the time of initial enrollment. If sufficient funds are not available at the time of the regularly scheduled deduction, the balance shall be deducted from the next pay period in which sufficient funds exist. If payment is not satisfied within two pay periods, the employee shall be invoiced for payment due. Invoice must be paid within thirty (30) days of receipt or coverage shall be cancelled.

-50 If during the term of this agreement the premium or premium equivalent for such health care coverage is increased, the Employer and the employee shall continue the same pro-rata share of the premium cost.

-51 The employer shall contribute \$250 into the temporary employees' HSA account upon their eligibility and selection of the plan.

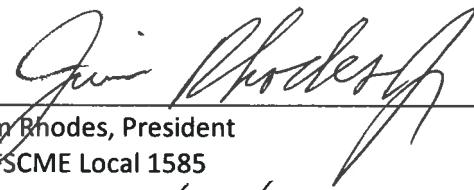
-52 Thereafter, the Employer shall provide quarterly contributions totaling \$750 (including the first \$250) per year into the employees' HSA as long as such temporary employee continues to be eligible for the consumer driven health plan. Payment of the original \$250 does not substitute for a quarterly payment.

FOR THE UNIVERSITY


James D. Nash, Director
Office of Employee Relations

Date: 6-22-15

FOR THE UNION


Jim Rhodes, President
AFSCME Local 1585

Date: 6/16/2015