

APA Commentary on the 2019 - 2023 APA Proposed Tentative Agreement for Ratification

The commentary below is the viewpoint of the APA Bargaining Team who negotiated on behalf of all APA members in contract negotiations. Each number below provides an impact statement to the contract provision proposed for modification through ratification of the APA Tentative Agreement. You will either need to print off both documents (this commentary and the tentative agreement) or have them open side-by-side on your computer to reference back and forth.

APA Improvements and Enhancements Highlights

- A paid parental leave program with a gradual roll-in of four (4) weeks as of January 1, 2021, five (5) weeks as of January 1, 2022, and six (6) weeks as of January 1, 2023. The benefit will provide 100% pay and benefits covering child birth, a spouse, and/or the adoption of a child not already part of the household.
- Added language to explore additional discussions on improved and enhanced dental coverage
- Added new language that guarantees a minimum of \$500 lump sum bonus in any month an APA member temporarily fills a vacancy as an acting or interim role for 15 or more days
- Expanded recognition of the APA, job security rights for APs in Grand Rapids, and statewide wherever 3 or more APs are working for a main campus department
- Additional release time for the union to meet with, assist, advise, and represent APA members in worksite issues
- Enhanced job security rights for off-date employees when the position is not renewed
- Changes to the APA layoff bypass process that includes greater notice and guarantees to interviews for positions regardless of grade level
- \$100 additional professional development funds each year to support member professional growth
- Maintained current 40% across the board and 60% merit pay process for annual base wage increases unless the total base wage increase is 1% or less in which case the annual base wage increase will be applied 100% across the board
- Clarified members rights to access and review materials in their official personnel record
- Expanded members rights to take a leave of absence without pay for time spent with immediate family members on a military leave
- Ensure individuals regularly scheduled to work more than 8 hour shifts are entitled to use the equivalent time off as their regular schedule (versus a maximum of 8 hours)
- Improved bereavement to permit an individual to use time off within 6 months of the death
- Added language to encourage greater focus on campus diversity and inclusion

1. Article 1 – Recognition

- a. The modification to APA Recognition incorporates a longstanding letter of agreement that has been renewed in multiple rounds of contract negotiations and was previously in the back of the APA contract. Incorporating these changes in the contract ensures employee rights and expands APA representation to statewide wherever three (3) or more AP classifications are working for a main campus department.

2. Article 2 – Management’s Rights

- a. These additions codify the University’s rights that currently exist under state and federal law.

3. Article 5 – Association Membership

- a. These modifications bring the contract language into conformity with current practice.

4. Article 6 - Association Rights

- a. These modifications expand union release time for the APA to advise, assist, and represent APA members regarding workplace issues and concerns.

5. Article 7 – Employment Status

- a. The multiple modifications to this Article redacts unnecessary language in the contract, enhances off-date job security rights, and makes changes to the APA bypass interview process.
 - i. **Off-date enhanced job protections:**
 - 1. This change only covers those individual members who sign a contract directly with MSU that on the first day of hire defines their last date of employment at MSU unless their contract is renewed.
 - 2. The language change increases the notice requirement for a position that will not be renewed from the current 45 days notice to 60 days notice; ensures the APA is notified so member rights can be upheld; and extends the new APA bypass interview process to off-date employees who have five years of consecutive employment in the same off-date position.
 - ii. **Regular (non-off-date) bypass interview process**
 - 1. This change modifies the past contractual practice of bypass where an employee who is subject to a layoff was placed into any open position in the APA that was a lateral or lower grade level as long as the individual met the minimum qualifications for the position. This language change replaces the old bypass process with a new bypass interview process. This new process guarantees access to bypass interviews for any position where the laid off employee possesses the minimum requirements and has the ability to successfully perform the vacant position regardless

of the grade level of the open position.

6. Article 8 – Probationary/Trial Period

- a. These modifications bring the contract language into conformity with current practice.

7. Article 9 – Seniority

- a. These modifications bring the contract language into conformity with current practice.

8. Article 10 – Settlement of Disputes

- a. This modification extends the duration to four (4) years for discipline that is issued, following a due process investigation, from a violation of the University policy on Relationship Violence and Sexual Misconduct and/or the anti-discrimination policy. This new four (4) year rule for such discipline to stay on the employee record only applies to discipline issued following ratification of the tentative agreement.

9. Article 11 – Official Personnel Folder

- a. These changes clarify a member’s right to request a review of documents held in their official personnel file that would otherwise be provided to a campus hiring manager when applying for open campus positions.

10. Article 12 – Performance Evaluation

- a. These modifications bring the contract language into conformity with current practice.

11. Article 13 – Promotion/Demotion

- a. This new provision requires a minimum lump sum payment of \$500 in any month an APA member has been assigned, in writing, to serve an interim or acting role for 15 days or more, covering the vacancy or leave of another employee.

12. Article 14 – Filling Vacant Positions

- a. These changes modify and clarify how the new bypass interview process will work for regular employees subject to a layoff.
- b. This language change replaces the old bypass process with a new bypass interview process. This new process guarantees access to bypass interviews for any position where the laid off employee possesses the minimum requirements and has the ability to successfully perform the vacant position regardless of the grade level of the open position.

13. Article 15 – Classification/Reclassification of Positions

- a. This modification bring the contract language into conformity with current practice.

14. Article 16 – Reduction in Force

- a. The multiple modifications to this Article modify and clarify how the new bypass interview process will work for regular employees subject to a layoff, increases notice requirements, adds an employment rights provision, and bring the

contract language into conformity with current practice.

- b. The changes increase the notice requirement when a position will be eliminated and an employee will be laid off from the current 45 days notice to 60 days notice.
- c. The changes add a new employment rights provision that ensures a laid off employee may be offered but will not be compelled to interview or accept a new position at a different campus (East Lansing, Grand Rapids, Detroit, Flint, etc.) than their current employment.
- d. This language change replaces the old bypass process with a new bypass interview process. This new process guarantees access to bypass interviews for any position where the laid off employee possesses the minimum requirements and has the ability to successfully perform the vacant position regardless of the grade level of the open position.

15. Article 17 – Compensation Programs

- a. APA negotiated wage increases and salaries serve as a floor. Management is always permitted to provide additional wage increases above and beyond the APA negotiated minimum base wage increases.
- b. The modifications to this Article codify the annual APA base wage increases that are negotiated and was previously ratified by all campus-based staff unions through the 2018 – 2022 Wage and Health Care Agreement.
 - i. **October 2019:** The first year reflects an eligible 2.75% subject to APA contract provisions of 40% across the board and 60% on merit. So, 1.1% guaranteed base wage increase (40% of the wage increase being across the board) and 1.65% potential additional increase (60% of the wage increase using our merit pay guidelines).
 - ii. **October 2020:** The second year will be another 2.75% subject to APA contract provisions of 40% across the board and 60% on merit. So, 1.1% guaranteed base wage increase (40% of the wage increase being across the board) and 1.65% potential additional increase (60% of the wage increase using our merit pay guidelines).
 - iii. **October 2021:** The third year total eligible base wage increase will be determined on the percentage increase in total health care spend between July 1, 2019 to June 30, 2020.
 - 1. We should know the October 2021 eligible base wage increase in early fall 2020.
 - 2. The 2021 wage increase will be subject to APA contract provisions of 40% across the board and 60% on merit unless the total eligible base wage increase is 1% or less, in which case the base wage increase will be provided across the board.
 - iv. **October 2022:** The fourth year total eligible base wage increase will be determined on the percentage increase in total health care spend

between July 1, 2020 to June 30, 2021.

1. We should know the October 2022 eligible base wage increase in early fall 2021.
2. The 2022 wage increase will be subject to APA contract provisions of 40% across the board and 60% on merit unless the total eligible base wage increase is 1% or less, in which case the base wage increase will be provided across the board.
- c. The APA Salary Progression Program will continue and changes to the Clauses related to the Progression Program are necessary editorial changes to update the amount increase per the annual base wage increase and renew the dates to current year cycles 2019 – 2022.

16. Article 20 – Leaves of Absence Without Pay

- a. We added language in Clause 154, subpart E that will bring into conformity the contract language with the new APA Parental Leave benefit.
- b. We added language in Clause 154, subpart J to expand members rights to a leave to spend time with a military service member while on a military leave.

17. Article 21 – Vacation Pay

- a. Modifications to this Article adds rights to members who work non-traditional schedules to be able to take the equivalent number of hours in vacation (versus a maximum of 8) equivalent to the number of hours the employee is regularly scheduled to work.

18. Article 22 – Personal Leave Days

- a. Modifications to this Article adds rights to members who work non-traditional schedules to be able to take the equivalent number of personal hours (versus a maximum of 8) equivalent to the number of hours the employee is regularly scheduled to work.
- b. The change to permit reporting in tenths of an hour is to bring contract language into conformity with current practice.

19. Article 24 – Sick Leave

- a. These modification bring the contract language into conformity with current practice.

20. Article 27 – Flexible Appointments

- a. These modification bring the contract language into conformity with current practice.

21. Article 31 – Bereavement Days

- a. This new language provides greater flexibility for the individual to use their bereavement leave within six (6) months after death.

22. Article 34 – Accidental Death and Dismemberment Program

- a. This modification bring the contract language into conformity with current practice.

23. Article 35 – Dental Plan

- a. A new letter of agreement was signed that explores further discussions on improved and/or enhanced dental coverage through the Joint Health Care Committee.
- b. The changes to Clauses 270 and 272 bring the contract language into conformity with current practice.

24. Article 36 – Employee Paid Life Plan

- a. These modifications bring the contract language into conformity with current practice.

25. Article 38 – Basic Life Plan

- a. These modifications bring the contract language into conformity with current practice.

26. Article 41 – Educational Assistance

- a. Modification to Clauses 305 and 306 provides release time for both job and career related professional development training.
- b. Modification to Clause 307 provides an additional \$100 each academic year (from \$800 to \$900) to further support members attended and participating in professional development trainings.

27. Article 42 – Court Fee Courtesy Program

- a. These modifications bring the contract language into conformity with current practice.

28. Article 43 – Retirement Plan

- a. These modifications bring the contract language into conformity with current practice.

29. Article 44 – Health Care Coverage

- a. Modification to this Article is to update Clause 334 to codify language outlined in the Joint Wage and Health Care Agreement and the University's rights under law.
- b. The additional modifications bring the contract language into conformity with current practice.

30. Article 47 – Agreement

- a. Modification to this Article is editorial in nature to properly reflect the date in which the tentative agreement was reached between the APA and the University and to reflect the contract will be active through Sept 30, 2023.

31. Letter of Agreement – Improved and/or Enhanced Dental Coverage

- a. A new letter of agreement was signed that explores further discussions on improved and/or enhanced dental coverage through the Joint Health Care Committee.

32. Letter of Agreement – Honoring Diversity and Inclusion

- a. This new agreement adds language to encourage a greater focus on campus diversity and inclusion.

33. Letter of Agreement – Parental Leave

- a. This new agreement creates an entirely new paid parental leave benefit.
- b. The paid parental leave program with a gradual roll-in:
 - i. Four (4) weeks as of January 1, 2021
 - ii. Five (5) weeks as of January 1, 2022
 - iii. Six (6) weeks as of January 1, 2023
- c. The benefit will provide 100% pay and benefits covering child birth, a spouse, and/or the adoption of a child not already part of the household.
- d. The benefit will run concurrent with FMLA.
- e. Members will be eligible to use their accrued time off to cover additional time off beyond the stipulated benefit of the new APA paid parental leave program.
- f. The benefit is only available to regular full-time employees working in APA classifications.
- g. Over the next year, the APA will work with MSU to develop necessary procedures for requesting a paid parental leave.

34. Letter of Agreement – Pool and Shadow Postings

- a. This new agreement will permit the APA and the University to negotiate over the permanent use of pool and shadow postings for vacant positions. The APA has already agreed on an individual case-by-case basis to permit pool and shadow postings.
- b. A pool posting is a posting that will have multiple openings behind a single main posted vacancy.
- c. A shadow posting is a posting with multiple grade level openings behind a single main posted vacancy and candidates selected for hire are placed into the most appropriate classification and grade level based on their education, years of experience, and other relevant factor(s) considered when making the hire.

35. Letter of Agreement – Paid Time Off Donation Bank

- a. The APA and the University agree to meet during the life of this contract to discuss the possibility of a paid time off donation bank policy.

36. Letter of Agreement – Health Related Emergency

- a. The original Letter of Agreement for Health Related Emergency was bargained eight years ago. This Letter of Agreement simply renews the exact same elements for the APA contract to be in place through 2023.
- b. There is no change in substance or function of this Article by simply renewing it.

37. Letter of Agreement – Merit Pay Guidelines

- a. The original Letter of Agreement for the merit pay guidelines was bargained many years ago. This Letter of Agreement simply renews the exact same elements for the APA contract to be in place through 2023.
- b. There is no change in substance or function of this Article by simply renewing it.