CTU-MSU 2011 TENTATIVE AGREEMENT

The following show all changes proposed in the new contract. Please note that new language is written in all BOLD; and any language to be removed has a strike-through. After identifying the article in which the change has been made, we have noted the page number from the current contract to aid in locating it and listed as much of the section as relevant. If you have questions, please contact the CTU office at 355-1903 or anyone from the CTU Negotiating team.

The contract can be viewed online at http://www.hr.msu.edu/NR/rdonlyres/38275ABB-8F75-43AA-AB55-C1065F0D0BCF/0/CTU.pdf.

ARTICLE 1. AGREEMENT [page 2]
I. This Agreement is made by and between the Board of Trustees of Michigan State University and the Clerical-Technical Union of Michigan State University and shall be effective from and after April 1, 2007 11 until and including March 31, 2011 5, with respect to all provisions of this Agreement except as specifically noted.

ARTICLE 2. DEFINITION OF TERMS [page 5]
X. Full-Time Equivalent (FTE) Service Months
E. Employees HIRED BEFORE JULY 1, 2010 AND meeting the minimum retirement requirements will remain eligible to maintain group hospitalization and dental insurance and receive the Employer's proportional contribution.

ARTICLE 3. RECOGNITION [page 6]
NEW PARAGRAPH ADDED AT THE END OF SECTION II.
THE BARGAINING UNIT DESCRIBED ABOVE ALSO INCLUDES THE COLLEGE OF HUMAN MEDICINE HEADQUARTERS IN GRAND RAPIDS, MI, THE COLLEGE OF OSTEOPATHIC MEDICINE AT DETROIT MEDICAL CENTER, AND THE COLLEGE OF OSTEOPATHIC MEDICINE AT MACOMB UNIVERSITY CENTER.

ARTICLE 8. COMPENSATION SCHEDULE [pages 10-12]
I. Wage increases on April 1, 2007, April 1, 2008, April 1, 2009 and April 1, 2010 will be based on the Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations, which was separately ratified and signed by the Clerical Technical Union of MSU. EFFECTIVE APRIL 1, 2012, EACH EMPLOYEE SHALL RECEIVE A 1% (ONE PERCENT) LUMP SUM PAYMENT TO BE CALCULATED ON HIS/HER MARCH 31, 2012 BASE HOURLY RATE TIMES 2080 HOURS. THIS PAYMENT WILL BE PRORATED BASED UPON EMPLOYMENT STATUS AS DEFINED IN ARTICLE 2, SECTION VII OF THIS AGREEMENT.

ALSO EFFECTIVE APRIL 1, 2012: 1% WAGE INCREASE. THE MINIMUM AND THE PROGRESSION MAXIMUM OF EACH GRADE LEVEL SHALL BE INCREASED BY 1% (ONE PERCENT).

EFFECTIVE APRIL 1, 2013: 2% WAGE INCREASE. THE MINIMUM AND THE PROGRESSION MAXIMUM OF EACH GRADE LEVEL SHALL BE INCREASED BY 2% (TWO PERCENT).

EFFECTIVE APRIL 1, 2014: 2% WAGE INCREASE. THE MINIMUM AND THE PROGRESSION MAXIMUM OF EACH GRADE LEVEL SHALL BE INCREASED BY 2% (TWO PERCENT).
II. Rate Schedule

Effective April 1, 2007

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<th>Grade Level</th>
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Effective April 1, 2012

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Effective April 1, 2013

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Effective April 1, 2014

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<tr>
<td>13</td>
<td>22.89</td>
<td>28.61</td>
</tr>
</tbody>
</table>
V. Work at a Higher-Rated Job [page 11]

**EFFECTIVE JULY 1, 2011,** an employee who is temporarily assigned to a job in a higher grade to perform the usual duties and responsibilities of the job for ten (10) working days or more shall be paid an additional eight SIXTEEN dollars ($816.00) per working day.

**ARTICLE 9. OVERTIME** [pages 12-13]

II. Overtime Rates

B. Overtime pay shall be given for any hours worked, including paid leave, in excess of forty (40) hours in a work week, except in a facility which is a hospital or institution primarily engaged in the care of the sick, the aged or the mentally ill or impaired who reside on the premises where biweekly work schedules of eighty (80) hours are maintained. Overtime pay shall be given for any hours worked in excess of eight (8) hours in a day or eighty (80) in a biweekly period, whichever is the greater number of hours. **FOR THE PURPOSE OF COMPUTING OVERTIME PAY, ALL HOLIDAY HOURS PAID WILL BE CONSIDERED TIME WORKED. IF AN EMPLOYEE IS ABSENT ON EITHER HER/HIS REGULARLY SCHEDULED WORKING DAY IMMEDIATELY PRECEDING OR HER/HIS REGULARLY SCHEDULED WORKING DAY IMMEDIATELY FOLLOWING THE HOLIDAY, THE HOLIDAY HOURS PAID WILL NOT BE CONSIDERED TIME WORKED FOR THE PURPOSES OF OVERTIME.**

IV. Standby

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

**ARTICLE 11. LEAVES OF ABSENCE WITH PAY** [pages 14-20]

I. General Provisions [page 14]

D. Paid leave will be counted as continuous time worked for benefits and for computation of overtime.

II. **VACATION ELIGIBILITY** [page 14]

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

A.

<table>
<thead>
<tr>
<th>Service Months</th>
<th>Accrual</th>
<th>Annual Accrual</th>
<th>Special* Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completion of 6 months</td>
<td>48 hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7th month through 60th month</td>
<td>8 hours per month</td>
<td>96 hours</td>
<td>120 hours</td>
</tr>
<tr>
<td>61st month through 120th month</td>
<td>12 hours per month</td>
<td>144 hours</td>
<td>180 hours</td>
</tr>
<tr>
<td>121st month</td>
<td>16 hours per month</td>
<td>192 hours</td>
<td>225 hours 240 hours</td>
</tr>
</tbody>
</table>

*Employees are expected to take their annual accrual each year. When this is not feasible, they may make special arrangements with their departmental administrators to accrue additional time, but the accrual cannot exceed the special maximum amount shown.
V. Sickness and Disability Leave with Pay [page 19]
   D. Sickness and Disability Leave - Retirement Provisions
      1. Employees meeting the minimum University retirement requirements as defined in Article 16 shall be paid for fifty (50) percent of unused sick leave, not to exceed a maximum of fifty (50) percent of eleven hundred (1,100) TWELVE HUNDRED (1,200) HOURS, as of the effective date of separation.
      2. An employee who does not meet the minimum University retirement but has at least five (5) years, but less than ten (10) years of continuous service and has attained 65 years of age at the time of separation shall be paid fifty (50) percent of unused sick leave as of the effective date of separation. An employee who does not meet the definition of University retirement but has at least ten (10) years of continuous service and has attained 65 years of age at the time of separation shall be paid one hundred (100) percent of unused sick leave as of the effective date of separation, not to exceed a maximum of eleven hundred (1,100) TWELVE HUNDRED (1,200) HOURS.

VII. Funeral Leave [pages 19-20]
     Regular employees will receive funeral leave with pay to make necessary arrangements when a death occurs in the immediate family.
     A. Time Allowed
        1. One (1) day funeral leave in the case of the death of the employee's or spouse's uncle, aunt, nephew or niece, or member of the employee's household. For the purpose of this Article "aunt" shall include the uncle's wife, and "uncle" shall include the aunt's husband.
        2. Up to two (2) additional days of accrued vacation, personal leave or compensatory time may be used in the case of the death of a member of the employee’s household.
        3. Up to three (3) days funeral leave in the case of the death of spouse, child, parent, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, stepparent, stepchild, stepbrother, or stepsister, STEPGRANDPARENT, OR STEPGRANDCHILD.

ARTICLE 13. BENEFIT PLANS [pages 23-28]
     The following sections are for understanding and clarification of the plans offered. Individual policies, certificates or brochures are provided at the time of employment or enrollment. Additional copies and complete detailed information concerning the benefit and retirement plans may be obtained from the Benefits office. Written notice of proposed changes to retirement benefit programs will be provided to CTU.

Pursuant to the 2006 Memorandum of Understanding between Michigan State University and the MSU Coalition of Labor Organizations (MSU/Coalition Memorandum) separately ratified and signed by the Clerical-Technical Union of Michigan State University for employees hired on or after July 1, 2006, benefit coverage for newly hired employees commences on the first day of the month following the date of hire.

THE UNIVERSITY WILL CONTINUE TO OFFER HEALTH BENEFITS COVERAGE IN ACCORDANCE WITH THE 2010 MSU/COALITION MEMORANDUM OF UNDERSTANDING FOR THE TERM OF THIS AGREEMENT.
I. Optional Plans
   Participation in the following benefit plans is optional, and eligible employees are covered if written application for benefits takes place within 60 days of employment, during a scheduled Open Enrollment. Employee premiums, if any, are taken one (1) month in advance by payroll deduction.
A. Health Care Coverage
Health care programs for the life of this Agreement are subject to the 2006 Memorandum of Understanding between Michigan State University and the MSU Coalition of Labor Organizations (MSU/Coalition Memorandum) separately ratified and signed by the Clerical-Technical Union of Michigan State University.

1. Prescription Drug
   A. Prescription drug benefits shall, effective July 1, 1998, be provided to employees represented by the Union, regardless of the University health plan in which they are enrolled, under a program administered by Caremark or other administrator(s) as may be agreed to.
   B. The prescription drug program implemented pursuant to the agreement shall be as specified in the MSU/Coalition Memorandum.
   C. The APPROPRIATE premiums for the prescription drug program shall be borne fully PAID by the University for full-time employees and proportionately for part-time employees.

2. Base and Optional Programs
   A. Subject to the MSU/Coalition Memorandum, the BCBS/PPO and HMO BCN/HMO shall continue to be offered to employees. The University’s contribution toward the cost of either program shall be the amount of the program having the lower rates in each plan year. This will be known as the base plan. In each of the aforementioned plan years, the cost of the base plan shall be borne IN ACCORDANCE WITH THE 2010-2013 MSU/COALITION MEMORANDUM fully by the University for full-time employees and proportionately for part-time employees (in accordance with the conditions for part-time employees set forth below). Employees electing to enroll under a plan other than the base plan will receive the applicable University single, two-person or family base plan contribution toward the optional plan cost, with the difference, if any, payable by the employee through payroll deduction.
   B. Employee-Paid Life Plan

3. Coverage for Married Couples and Other Eligible Individuals
   Same-Sex Domestic Partners OTHER ELIGIBLE INDIVIDUALS.
   A married couple or OTHER ELIGIBLE INDIVIDUAL RELATIONSHIP same-sex domestic partnership must elect one of the options contained in the MSU/Coalition Memorandum.

The foregoing options remain subject to otherwise applicable conditions and limitations regarding eligibility and proportional benefits.

B. Employee-Paid Life Plan

1. If coverage is desired, the University will make available to employees an Employee-Paid Life Plan. The plan is entirely funded from employee premiums and rates are subject to future group experience. The plan is decreasing term coverage with no cash or loan value. Employees may select coverage UP TO $2,000,000. under one option: either salary indexed or fixed benefit. Benefits may also be selected for eligible dependents.

II. Automatic Benefits
Participation in the following plans (when eligible) is automatic and at no cost to the employee.

A. Long-Term Disability Plan

3. Additionally, the LTD program shall pay the employee's normal contribution and the University's contribution to the MSU 403(b) Base 403(b) Retirement Program.
4. Benefits are payable to age 65 if disability commences prior to age 60; payable for 5 years if disability begins between age 60 and 65 and for 12 months if disability begins after age 68 1/2. IF TOTAL DISABILITY STARTS BEFORE AGE 60, BENEFITS CONTINUE UNTIL AGE 65, RECOVERY OR DEATH, WHICHEVER OCCURS FIRST. IF TOTAL DISABILITY STARTS ON OR AFTER AGE 60 BUT LESS THAN 65, BENEFITS ARE PAID FOR 4½ YEARS, UNTIL RECOVERY OR DEATH WHICHEVER OCCURS FIRST. IF DISABILITY OCCURS AFTER AGE 65 BUT LESS THAN 69, BENEFITS CONTINUE TO AGE 70, RECOVERY OR DEATH, WHICHEVER OCCURS FIRST. IF TOTAL DISABILITY STARTS AT AGE 69 OR OVER, BENEFITS CONTINUE FOR ONE YEAR, RECOVERY OR DEATH, WHICHEVER OCCURS FIRST. The LTD program shall include a three (3) percent cost of living rider and a $50 per month minimum benefit.

5. The employee should contact the Benefits office for information as soon as it appears that the employee may be off work for 180 days or more.

C. Expanded BASIC Life Plan
1. The Employer will provide a fully-paid life plan to all regular full-time employees at the time of hire. Coverage is equal to one times the annual salary (hourly rate times 2,080) up to a maximum of $50,000. Once eligibility for this benefit is established by the requirements described above, the benefit will be maintained proportionately.

2. Accrued vacation and compensatory time are in addition to the Expanded BASIC Life Insurance payment.

3. Accrued sick leave hours shall be paid to the beneficiaries of employees who are vested for retirement, as defined in Article 16.VI., at the time of death, in the amount provided for in Article 11.V. D.1.

4. There shall be no payment for accrued Personal Leave.

5. The employee may designate a beneficiary if desired. If none is designated, the life insurance benefit payment shall be made to the beneficiary under the group life program if the employee is enrolled; otherwise, payment shall be made in one sum to the survivors in the first surviving class of those that follow: Your A) spouse; B) children; C) parents; or D) brothers and sisters. If none, survivor’s payment will be made in one sum to your estate.

III. Break in Service

A. Leave of Absence with Pay
If the employee's pay is being continued by the use of sick leave or vacation time, the normal premiums will continue to be deducted and the Employer will make its normal contribution toward the cost of hospitalization, HEALTH CARE COVERAGE, dental insurance, and retirement.

B. Leave of Absence Without Pay
An employee granted an approved leave of absence without pay may continue in force all of the optional benefit plans by making the full contribution. Coverage may be continued by making cash payments for as long as the approved leave lasts. Payments for benefits to be kept in force should be made directly to Michigan State University and sent to the Benefits office no later than the first day of the month for which the payment is due. If benefits are not maintained, it will be necessary for the employee to contact the Benefits office within 30 days of return to active status to re-enroll in lapsed coverages or wait for an Open Enrollment period before coverages can be reinstated. Payments covering CONTRIBUTIONS TO retirement PLANS ARE may be made directly to base retirement plans or may be totally suspended during the period of leave.

D. Termination
In case of termination, benefits will be affected as follows:
1. Health plan coverage, including prescription drug coverage, Employee Paid Life and Accidental Death and Dismemberment (AD&D) benefits will continue in force until the end of the month.
2. The Long-Term Disability, Expanded BASIC EMPLOYER PAID Life, and Travel Accident coverages cease on the last day of active employment.
3. Dental plan coverage ceases at the end of the month in which the employee is terminated.
4. Employee-Paid Life and Expanded BASIC EMPLOYER PAID Life Plans may be converted, if desired, by contacting the company involved within 31 days.
5. In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), most employees and/or their covered dependents losing coverage or eligibility have rights to continue their health and dental benefits for specified periods of time. Within 31 days after COBRA eligibility ceases, the basic health plan may be converted to a direct pay plan by contacting the company involved. A conversion option is not available for the prescription drug OR DENTAL coverage.

ARTICLE 14. EDUCATIONAL ASSISTANCE PROGRAMS [pages 31-32]

II. Except as specifically provided below, all general provisions of Educational Assistance apply.
A. Tuition Reimbursement for Non-MSU Credit Courses
3. The Employer shall pay for approved course(s) which are successfully completed on the following basis:
   a. For credit courses TAKEN THROUGH MICHIGAN BASED SCHOOLS, the tuition fee up to 1/2 OF the MSU UNDERgraduate MAXIMUM level TUITION rate per credit taken, not to exceed 14 semester credits per academic year.
   b. Registration/matriculation fees, course fees, lab fees, books and other course materials charged by non-MSU institutions are the responsibility of the student.
C. FOR CREDIT COURSES TAKEN THROUGH ONLINE ONLY AND NON-MICHIGAN BASED SCHOOLS, THE TUITION FEE SHALL NOT BE COVERED.
B. TUITION REIMBURSEMENT FOR MSU CREDIT COURSES
1. THE EMPLOYER SHALL PAY FOR APPROVED COURSE(S) WHICH ARE SUCCESSFULLY COMPLETED ON THE FOLLOWING BASIS:
   A. FOR UNDERGRADUATE CREDIT COURSES TAKEN THROUGH MSU, THE TUITION FEE UP TO THE MSU UNDERGRADUATE MAXIMUM TUITION RATE PER CREDIT TAKEN, NOT TO EXCEED 14 SEMESTER CREDITS PER ACADEMIC YEAR.
   B. FOR GRADUATE CREDIT COURSES TAKEN THROUGH MSU, THE TUITION FEE UP TO ½ OF THE MSU UNDERGRADUATE MAXIMUM TUITION RATE PER CREDIT TAKEN, NOT TO EXCEED 14 SEMESTER CREDITS PER ACADEMIC YEAR.
   C. REGISTRATION FEES, COURSE FEES, LAB FEES, BOOKS AND OTHER COURSE MATERIALS CHARGED BY MSU ARE THE RESPONSIBILITY OF THE STUDENT.
C. B. Tuition Waiver for MSU Credit Courses
4. At registration, approved employees should contact the Scholarship Desk. The tuition waiver amount will be reflected on the registration bill. Employees will be responsible for all charges in excess of: the Matriculation Fee and in excess of fourteen (14) credit hours per academic year.
   a. FOR UNDERGRADUATE LEVEL COURSES: THE MATRICULATION FEE AND CHARGES IN EXCESS OF THE MSU UNDERGRADUATE MAXIMUM TUITION RATE
   b. FOR GRADUATE LEVEL COURSES: THE MATRICULATION FEE AND CHARGES IN EXCESS OF ½ THE MSU UNDERGRADUATE MAXIMUM TUITION RATE
I. BENEFIT

II. THE ELIGIBILITY REQUIREMENTS. THE PLAN IS A DEFINED CONTRIBUTION PLAN OPERATED UNDER SECTION 403(B) OF THE INTERNAL REVENUE CODE. THE MSU 403(B) RETIREMENT PLAN INCLUDES TWO DIFFERENT PROGRAMS: THE MSU 403(B) BASE RETIREMENT PROGRAM, WHICH IS EITHER MANDATORY OR VOLUNTARY BASED ON ELIGIBILITY REQUIREMENTS, AND THE MSU 403(B) SUPPLEMENTAL RETIREMENT PROGRAM, WHICH IS VOLUNTARY.

A. The Employer will provide a base retirement program MICHIGAN STATE UNIVERSITY SPONSORS THE MSU 403(B) RETIREMENT PLAN for employees with the Teachers Insurance and Annuity Association (TIAA) and College Retirement Equities Fund (CREF) Fidelity and Vanguard. WHO MEET THE ELIGIBILITY REQUIREMENTS. THE PLAN IS A DEFINED CONTRIBUTION PLAN OPERATED UNDER SECTION 403(B) OF THE INTERNAL REVENUE CODE. THE MSU 403(B) RETIREMENT PLAN INCLUDES TWO DIFFERENT PROGRAMS: THE MSU 403(B) BASE RETIREMENT PROGRAM, WHICH IS EITHER MANDATORY OR VOLUNTARY BASED ON ELIGIBILITY REQUIREMENTS, AND THE MSU 403(B) SUPPLEMENTAL RETIREMENT PROGRAM, WHICH IS VOLUNTARY.

B. The total monthly premium may be apportioned to TIAA-CREF, or Fidelity or Vanguard accounts.

II. Eligibility and Participation MSU 403(B) BASE RETIREMENT PROGRAM

A. Regular employees are eligible for participation in TIAA-CREF, Fidelity Investments or Vanguard Group in accordance with the following policies: ELIGIBILITY AND PARTICIPATION IN ACCORDANCE WITH THE PROGRAM’S ELIGIBILITY REQUIREMENTS AS DETAILED IN THE 2009 PLAN DOCUMENT, AS AMENDED, FOR THE MSU 403(B) RETIREMENT PLAN, REGULAR CTU EMPLOYEES ARE ELIGIBLE FOR PARTICIPATION IN THE MSU 403(B) BASE RETIREMENT PROGRAM AS FOLLOWS:

1. The program is optional to employees at the time of employment or who are UNDER AGE 35 OR who are over age 62 at the time of employment.

2. The program is required as a condition of employment for employees who have attained age 35.
3. Once required participation commences, it is not possible to withdraw from the University base retirement program. THE EMPLOYEE MUST CONTINUE CONTRIBUTING TO THE MSU 403(B) BASE RETIREMENT PROGRAM while employed at the University.

B. CONTRIBUTIONS

1. THE MSU 403(B) BASE RETIREMENT PROGRAM CONSISTS OF A FIVE PERCENT (5%) EMPLOYEE CONTRIBUTION BASED ON THE EMPLOYEE’S PER PAY PERIOD WAGES, WITH THE UNIVERSITY’S MATCHING CONTRIBUTION OF 10 PERCENT (10%) BASED ON THE SAME APPLICABLE PAY.

2. ALL CONTRIBUTIONS TO THE MSU 403(B) BASE RETIREMENT PROGRAM ARE FULLY AND IMMEDIATELY VESTED.

C. VENDOR AND INVESTMENT OPTIONS

INFORMATION REGARDING THE AGREED UPON INVESTMENT VENDOR(S) IS AVAILABLE THROUGH THE BENEFITS OFFICE AND ON THE BENEFITS WEBSITE. EMPLOYEES MAY SELECT AN INVESTMENT VENDOR TO MANAGE CONTRIBUTIONS.


1. Effective January 1, 1973, the University Non-Contributory Retirement Program ceased to exist. However, to ensure that no employee lost credit for prior years of service, the following guidelines were established to provide that an employee will receive no less than what an improved plan formula would give her/him upon retirement.

2. Those persons employed prior to January 1, 1973, who were 55 years of age or older and/or had 25 years of service on January 1, 1973, could elect to remain subject to the improved University plan formula described below:
   a. The formula governing the old retirement plan was improved by basing pensions on an amount equal to the highest three year average earnings, multiplied by 2 percent for each year of service, with a $3600 ceiling.
   b. This new formula will be applied for each employee at retirement and will become the minimum received by the employee.
   c. The annuity that could be purchased by MSU’s contribution to TIAA-CREF, Fidelity or Vanguard, THE MSU 403(B) BASE RETIREMENT PROGRAM will be compared to the pension amount as computed in 1 above, and the employee will receive the larger of the two figures. Provided the employee meets the minimum retirement requirements, employee contributions (retroactive to January 1, 1973) will be available as an additional annuity.
   d. Those employees age 55 or over and/or those with 25 years of service not participating in TIAA-CREF THE MSU 403(B) BASE RETIREMENT PROGRAM will have their retirement figured solely on the improved formula plus a 10 percent addition added to the base pension prior to actuarial reduction or the selection of a survivor option.
   e. Employees who "retire" without meeting the minimum provisions for vesting under the old plan; i.e., 62 years of age with 15 years of service or 25 years of service at any age (subject to normal actuarial and age deductions, if any), will receive a retirement pension BENEFIT solely from the contributions made to their individual contracts with TIAA-CREF or Fidelity or Vanguard THE MSU 403(B) RETIREMENT PLAN.

III. MSU 403(B) SUPPLEMENTAL RETIREMENT PROGRAM

A. ELIGIBILITY AND PARTICIPATION

REGULAR CTU EMPLOYEES ARE ELIGIBLE TO PARTICIPATE IN THE MSU 403(B) SUPPLEMENTAL RETIREMENT PROGRAM IN ACCORDANCE WITH THE PROGRAM’S ELIGIBILITY REQUIREMENTS AS DETAILED IN THE 2009 PLAN DOCUMENT, AS AMENDED, FOR THE MSU 403(B) RETIREMENT PROGRAM.
PLAN. EMPLOYEES MAY COMMENCE OR MODIFY PARTICIPATION IN THE PROGRAM AT ANY TIME.

B. CONTRIBUTIONS
1. THE MSU 403(B) SUPPLEMENTAL RETIREMENT PROGRAM IS FULLY FUNDED BY EMPLOYEE CONTRIBUTIONS ON A PRE-TAX BASIS. CTU EMPLOYEES MAY CHANGE OR CANCEL THE AMOUNT OF CONTRIBUTION AT ANY TIME.
2. ALL CONTRIBUTIONS TO THE MSU 403(B) SUPPLEMENTAL RETIREMENT PROGRAM ARE FULLY AND IMMEDIATELY VESTED.

C. VENDOR AND INVESTMENT OPTIONS
INFORMATION REGARDING THE AGREED UPON INVESTMENT VENDOR(S) IS AVAILABLE THROUGH THE BENEFITS OFFICE AND ON THE BENEFITS WEBSITE. EMPLOYEES MAY SELECT AN INVESTMENT VENDOR TO MANAGE CONTRIBUTIONS.

IV. Enrollment INFORMATION
A. The Retirement Plan application and payroll reduction form is available in the Benefits office. It is important to indicate on the application the allocation of premiums to TIAA-CREF, or Fidelity or Vanguard accounts.
B. Enrollment material must be received by the Benefits office no later than the end of the month in order to be effective the first of the following month. Enrollments received after that month shall not be effective until the first of the following month and cannot be made retroactive.

THE MSU 403(B) RETIREMENT PLAN ENROLLMENT INFORMATION AND DETAIL ARE AVAILABLE THROUGH THE BENEFITS OFFICE AND ON THE BENEFITS WEBSITE.

V. Premium Contributions
The TIAA-CREF, Fidelity Investments and Vanguard Group Retirement plans are financed by a five percent (5%) reduction from the employee with the University’s contributing 10 percent (10%) based on the annual base salary.

V. Other Retirement Information
A. To be considered a retiree, an employee must meet one of the following minimum retirement requirements:
   1. Has attained at least 62 years of age and has completed 15 years of service, OR
   2. Has completed 25 years of service at any age.
B. Employees HIRED PRIOR TO JULY 1, 2002 AND meeting the minimum retirement requirements will remain eligible to maintain group health and dental care FOR THE EMPLOYEE, SPOUSE AND DEPENDENTS and receive the Employer's proportional contribution.

EMPLOYEES HIRED PRIOR TO JULY 1, 2002 AND MEETING THE MINIMUM RETIREMENT REQUIREMENTS ON OR BEFORE JANUARY 1, 2009 AND WHO IDENTIFIED AN OTHER ELIGIBLE INDIVIDUAL PRIOR TO JANUARY 1, 2009, WILL BE ELIGIBLE TO MAINTAIN GROUP HEALTH AND DENTAL CARE FOR THE OTHER ELIGIBLE INDIVIDUAL AND RECEIVE THE EMPLOYER’S PROPORTIONAL CONTRIBUTION.

C. Retiree health care and dental plan coverage for regular employees hired on and after July 1, 2002, BUT PRIOR TO JULY 1, 2010.
1. Upon official retirement from MSU (age 62 with at least 15 years of service credit or 25 years of service credit at any age), an official retiree may then enroll (or continue enrollment) in the health care and dental plan coverage available to MSU retirees. MSU will contribute, only for the official MSU retiree, 100% of the University contribution (excluding any Medicare premiums) toward the lowest cost MSU health care and dental plan.
Enrollment in MSU health care and dental plan coverage may be continued for any eligible spouse, same-sex domestic partner OTHER ELIGIBLE INDIVIDUAL and/or dependent(s) if the official MSU retiree pays the full applicable premium cost for the coverage.

2. In the event of the death of an official MSU retiree, or an employee who meets the requirements to be an official MSU retiree, the surviving spouse, same-sex domestic partner OTHER ELIGIBLE INDIVIDUAL, and/or dependent(s), if any, may continue health care and dental plan coverage through MSU by paying the full applicable premium cost.

If there is no surviving spouse or same-sex domestic partner, OTHER ELIGIBLE INDIVIDUAL, eligible dependents may elect COBRA continuation coverage, if applicable.

The surviving spouse/same-sex domestic partner OR OTHER ELIGIBLE INDIVIDUAL cannot subsequently add a new spouse/same-sex domestic partner OR OTHER ELIGIBLE INDIVIDUAL and/or dependent(s) to their MSU health care and dental plan coverage.

D. EMPLOYER CONTRIBUTIONS FOR RETIREE HEALTH AND DENTAL PLAN COVERAGE ARE NOT PROVIDED FOR EMPLOYEES HIRED ON OR AFTER JULY 1, 2010.

E. Additional MSU 403(B) Base Retirement Program Contribution for Employees hired on or after July 1, 2010.

1. For regular employees hired on or after July 1, 2010, the Employer will make additional contributions to the MSU 403(B) Base Retirement Program as set forth below.

2. One-Time Lump Sum Contribution:
   a. At the completion of 60 months of active regular continuous service, the Employer will contribute to the employee’s 403(B) Base Retirement Program an amount equal to 2.5% of the bargaining unit’s average wage (aggregate pay including overtime compensation divided by total Full-Time Equivalents (FTE)) calculated as of June 30th prior to the contribution.
   b. Employees who terminate prior to completion of 60 months of active regular continuous service shall not be eligible for the one-time lump sum contribution.
   c. The lump sum contribution shall be made the month following completion of the 60 months of active regular continuous service months requirement.
   d. The lump sum payment shall be prorated CALCULATED BASED UPON THE ANNUAL EMPLOYMENT STATUS for those employees working half or three quarter time. throughout the 60 month period.

3. Yearly Lump Sum Contribution:
   a. For the period of time COMMENCING WITH THE between the 60th 61st ACTIVE REGULAR continuous service month and THROUGH the 121st 120th ACTIVE REGULAR continuous service month the Employer will contribute to the 403(B) Base Retirement Program, AN AMOUNT EQUAL TO one-half (1/2) percent of the bargaining unit’s average wage (aggregate pay including overtime compensation divided by total FTEs), calculated as of June 30th prior to the contribution, for each year of regular service. THE LUMP SUM CONTRIBUTIONS SHALL BE MADE the month following completion of each year up to a maximum of 5 yearly contributions.
   b. The lump sum payment shall be prorated CALCULATED BASED UPON THE ANNUAL EMPLOYMENT STATUS for those employees working half or three quarter time throughout the 12 month period.
c. AT THE COMPLETION OF 120 ACTIVE REGULAR CONTINUOUS SERVICE MONTHS, LUMP SUM PAYMENTS SHALL BE ELIMINATED AND THE EMPLOYER CONTRIBUTION SHALL BE GOVERNED BY PARAGRAPH E4 BELOW.

4. Regular Pay Period Contribution:
Upon reaching the 121st continuous service month, the Employer will contribute three quarters (3/4) percent of the employee’s per pay period wages (aggregate pay including overtime compensation) BASE SALARY to the MSU 403(B) Base Retirement Program.

5. Retiree Access to MSU Health Care and Dental Plan
Upon official retirement from MSU (age 62 with at least 15 years of service credit or 25 years of service credit at any age), an official retiree may then enroll (or continue enrollment) in the health care and dental plan coverage available to MSU retirees at the employee’s expense. Enrollment in MSU health care and dental plan coverage may be continued for any eligible spouse, OEI AND/OR DEPENDENT(S) IF THE OFFICIAL MSU RETRIEVE PAYS THE FULL APPLICABLE PREMIUM COST FOR THE COVERAGE.

6. Other Provisions
a. Continuous service months are calculated as the period beginning at the date of active employment. The employee must be actively employed for each month.
b. Periods of inactive service will adjust the calculation for reaching the continuous service requirement.

ARTICLE 17. FILLING VACANT POSITIONS [pages 39-40]

V. Conditions for Bypassing the Procedure

A. The procedure for filling a vacancy shall be bypassed for persons holding the following priority status and meeting the requirements for the position:

1. A. Employees who at their own or the Employer’s discretion terminate a trial period prior to the conclusion of 256 working hours shall have preference for any vacancy at their former grade levels or at the discretion of the Employer at their current grade levels and as provided under the trial period section below.

2. B. Employees on leave drawing Workers’ Compensation benefits for any position at their former or lower compensation grade levels, the duties of which they are able to perform, provided that during their absence they did not become subject to layoff.

3. C. Employees returning from an approved sick or disability leave of absence without pay provided that during their absence they did not become subject to layoff.

4. D. Employees eligible for recall from layoff or to prevent the imminent layoff from another position.

5. E. Employees returning from approved personal leaves without pay provided that during their absence they did not become subject to layoff.

6. F. Employees whose positions are changed from full-time to part-time. In the event of the need for reduction in hours in a department, the department shall honor the principle of seniority in determining which employee(s) within the affected classification(s) will be subject to the hours reduction, provided the employee(s) can perform the work.

B. EMPLOYEES SHALL NOT BE REQUIRED TO ACCEPT A BYPASS OPPORTUNITY TO A VACANT POSITION IN A REPRESENTED WORK LOCATION OTHER THAN THE CURRENT WORK LOCATION (I.E. COLLEGE OF HUMAN MEDICINE AT GRAND RAPIDS, COLLEGE OF OSTEOPATHIC MEDICINE AT DETROIT MEDICAL CENTER, COLLEGE OF OSTEOPATHIC MEDICINE AT MACOMB UNIVERSITY CENTER, OR THE CITY OF LANSING/EAST LANSING CAMPUS). SHOULD A BYPASS OPPORTUNITY AT ANOTHER REPRESENTED WORK LOCATION BE OFFERED AND REJECTED BY THE EMPLOYEE, NO FURTHER BYPASS OPPORTUNITY AT ANOTHER REPRESENTED WORK
LOCATION SHALL BE OFFERED FOR THAT REPRESENTED WORK LOCATION DURING THE REMAINING RECALL PERIOD.

C. G. Employees promoted out to a position in another bargaining unit and returning before the end of the probationary period may be bypassed to a vacant CT position.

D. H. A position reclassified from another bargaining unit will be permitted to be placed into the CT bargaining unit, along with any incumbent, if the incumbent has been in the position at least two years or longer.

ARTICLE 18. LAYOFFS [page 43]

II. Procedures
[New “G” added]

G. Employees shall not be required to exercise their rights under article 18 Section II.B.2, Section II.B.3, or Section II.C (bumping rights) in a represented work location other than their current work location (i.e. College of Human Medicine Headquarters at Grand Rapids, College of Osteopathic Medicine at Detroit Medical Center, College of Osteopathic Medicine at Macomb University Center, or the City of Lansing/East Lansing Campus).

H. Failure to accept recall from layoff or report for work provided the position offered was at the classification or comparable compensation grade level which the employee held at the time of layoff, terminates seniority, recall rights, and employment with the Employer.

I. Failure to be restored to duty from layoff for a period of time equal to University seniority or two (2) years, whichever occurs first, shall terminate the employee’s seniority, recall rights, and employment with the Employer.

V. Other Provisions [page 44]

E. Employees while on layoff status will be permitted to fill temporary and/or on-call assignments on the following basis:
   1. The employee must notify Human Resource Services and/or Office Services that she/he is willing and available for part-time.
   2. Human Resource Services and/or Office Services will attempt to facilitate the placement of the employee in available assignments.
   3. Work in a temporary or on-call assignment will not be considered a return from layoff status and the employee will be considered to remain on layoff status.

4. TIME WORKED IN A BENEFIT ELIGIBLE TEMPORARY ASSIGNMENT THAT IS EXPECTED TO LAST IN EXCESS OF 30 DAYS SHALL RESULT IN THE EARNING OF SERVICE CREDIT, BENEFITS AND SENIORITY.

5. Time worked in a temporary and/or on-call assignment shall not result in the earning of service credit, benefits or seniority.

6. At the conclusion of the temporary or on-call assignment the employee will continue on layoff status in accordance with Article 18.

ARTICLE 25. REPRESENTATION AND RELEASED TIME [pages 55-56]
[New language has been added to incorporate previous letters of agreement on released time.]

VIII. RELEASED TIME BANK

1. This Letter of Agreement shall replace and supersede all previous letters of agreement concerning the subject of Union released time, including but not limited to the letters dated December of 1991 and February of 1990.

2. RELEASED TIME BANK

A. Effective February 1, 1994, a released time bank of 700 hours shall be established.
A. On February 1 of each ensuing year, the released time bank shall be replenished to 450 hours.

B. The use of released time bank hours will be determined by the Union President or designee(s) for the conduct of Union business. Time off in the utilization of released time bank hours shall not exceed eight (8) hours per month per employee. Exceptions to this may be made by the mutual agreement of the Employer and the Union; such hours may be used by designated Union members, Union representatives and Executive Board members and shall at all times be paid for at the straight-time, base rate.

C. Requests for use of released time bank hours shall be made by the Union President or designee(s) to the Director of the Office of Employee Relations at least ten working days prior to the date on which the employee is to be released. Requests for released time bank hours will not be honored when made directly to departments.

3. This Agreement will be considered to be reaffirmed in accordance with Article 30, entitled “Scope of the Agreement,” Section IX, for each succeeding contract term, except that either party may give notice that this Agreement will not be reaffirmed for the next contract term. In such case, this Agreement will be terminated at the end of the contract term wherein notice was given.

IX. ELECTION AND RATIFICATION RELEASED TIME

A. Employees may receive released time, not to be charged against the primary and secondary released time banks, to monitor and/or participate in elections for the Executive Board.

B. Such released time shall be subject to the following conditions:
   i. Released time shall be granted for this purpose once annually.
   ii. Released time shall not exceed eight (8) hours per employee.
   iii. The number of employees released for this purpose shall not exceed fifteen (15).

A. Release time requests for ratification meetings shall be handled on an ad hoc basis and shall not be charged against the primary and secondary released time banks.

X. Two members of the bargaining unit selected by the Union shall be reassigned to Union duties.

A. The Union shall reimburse the Employer within fifteen (15) days of billing for all costs, wages, and benefit payments.

B. Upon fulfillment of Union duties, the aforementioned employees may return to their former grade levels with all benefits and wages that would have been accrued during their reassignment to Union duties. In returning to work, employees who have been reassigned for two years or less shall be entitled to bypass the procedures for Filling Vacant Positions, Article 17.V.E. Employees who have been reassigned for a period over two years shall follow the normal provisions for Filling Vacant Positions and shall not have any priority status under the Agreement.

APPENDIX II. JOB TITLES AND GRADES [pages 66-67]
The listing of classification titles will be updated and included in the final printing of the contract.


Letters of agreement on pages 69, 71, 73, and 74 were updated and renewed.
Housekeeping
The following alterations reflect clarifying language and changes that have occurred during the course of our current agreement that are already in effect (if they were not discussed in the above section of this document).

ARTICLE 11. LEAVES OF ABSENCE WITH PAY [page 14-20]

II. General Provisions [page 14]

Until December 31, 2007
C. All leave time must be taken in tenths of an hour and will be reported in full hour increments.

Requests to use sick leave in tenths of an hour shall be subject to the approval of the department.

After January 1, 2008
C. Effective January 1, 2008, accrued leave time (vacation, personal and sick) will be taken and reported in tenths of an hour increments. This provision will renew on a yearly basis unless sixty (60) days notice is provided by either party of the need to revert to the 2003–2007 collective bargaining language in Article 11, I, C (page 16).

D. Paid leave will be counted as continuous time worked for benefits and for computation of overtime.

III. Holiday(s) [pages 16 and 17]
A. Schedule

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ARTICLE 12. LEAVES OF ABSENCE WITHOUT PAY [pages 21 and 22]

I. Leaves of Absence Without Pay Exceeding 10 Days

B. Usage

Eligible employees, with the approval of their supervisors and the Office of Human Resource BENEFITS Services, may be authorized to take unpaid leave for up to a maximum of two (2) years for the following:

H. Employees who intend to return to work before the termination of their leaves shall give reasonable notice to the Director of Human Resource BENEFITS Services before returning.

ARTICLE 24. COMMUNICATIONS [page 54]

IV. Employees shall be responsible for notifying the Office of Human Resource Services within five (5) working days, on a form provided by the Employer, of changes in their names, addresses, telephone numbers, and any other information which the Employer may legally request. Periodically the Employer shall provide the Union with employee's home addresses and telephone numbers.

[Excluded from this list will be employees who have specifically requested that such information is not to be released.]

VII. The Employer shall provide the Union with mail privileges through the Employer's Campus Mail Service in the following manner:

A. The Union shall deliver the mail to Campus Mail Services in conformity with established policy.

B. The Union shall be charged at a per piece rate AS REQUIRED BY UNITED STATES POSTAL SERVICE STANDARDS FOR THE OFFERED MAIL PIECE that is 50 percent of the U.S. postal charge for first class mail. THE EMPLOYER SHALL NOTIFY THE UNION OF ANY UNITED STATES POSTAL SERVICE RATE CHANGES OR CHANGES IN DESIGN STANDARDS.

C. There shall be a minimum handling charge of $50.00 per mailing. THERE SHALL BE A PER PIECE HANDLING CHARGE MUTUALLY AGREED TO BY THE UNION AND THE EMPLOYER.