

MICHIGAN STATE UNIVERSITY

MEMORANDUM OF UNDERSTANDING BETWEEN MICHIGAN STATE UNIVERSITY, THE EMPLOYER AND IATSE LOCAL 274, THE UNION

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into by and between Michigan State University (hereinafter referred to as "the Employer") and Lansing, Michigan Local No. 274 of International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, its Territories and Canada. (hereinafter referred to as the "Union"). The parties hereto agree and acknowledge as follows:

WHEREAS, as agreed in the parties' Collective Bargaining Agreement in effect from November 10, 2022, to August 31, 2026, the Employer retains the right "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;"

WHEREAS, as a result of the ongoing COVID-19 pandemic, the Employer is required to establish certain temporary safety and work rules described below for the safety of the Employer's employees, traveling crews, patrons and for the continuation of its business;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

TEMPORARY COVID-19 SAFETY PROTOCOLS

(A) Duration of Temporary COVID-19 Safety Protocols. The safety and work rules set forth in this MOU shall commence on November 1, 2021 and remain in effect until the date that the parties mutually agree to terminate the MOU. The safety and work rules set forth in this MOU may also be revised or adjusted by the parties by mutual agreement based upon the specific requirements of any show.



**Human
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(B) Vaccinations for COVID-19.

(l) It is understood that a show may require that all or certain Bargaining Unit Employees be fully vaccinated for COVID-19 in order to work a call for the show. Consequently, a Bargaining Unit Employee may be asked to provide the Employer with documentation establishing that the employee was fully vaccinated for COVID-19. "Fully vaccinated" means that the Bargaining Unit Employee received either the second of a two-dose vaccination or the first of a one-dose vaccination no later than 14 days prior to the call and receive an approved covid-19 vaccine booster as soon as they are eligible to do so; provided, however, that, if the Centers for Disease Control and Prevention ("CDC") or the University issues official guidance that changes the definition of "fully vaccinated", including the requirement for a booster or additional vaccination(s), or the prescribed time period within which a vaccination is determined to be fully effective, the parties will apply such updated guidance to this MOU. The "documentation" that a Bargaining Unit Employee must provide to the Employer is a copy of a CDC-approved card that includes the employee's name, the date or dates the vaccination was administered, and the type of vaccine administered.

(2) During the period that this MOU is in effect, the Employer will provide the Union with as much notice as possible of the number of employees needed for a call, the applicable pay scale for the call and, when a call is by department, the departmental requirements. The Employer shall also make all reasonable efforts to provide the House Crew and the Union's Business Agent with any additional COVID-19-related information concerning the technical requirements of the show as soon as practicable. The Union shall provide the Employer with a list of the names of the employees who will be referred to the Employer for the call, giving the Employer the opportunity to confirm that the Employer has received documentation from those employees that each employee has been fully vaccinated, as soon as practicable after the Union receives notices from the Employer but no later than forty-eight (48) hours prior to the start of the call.

In the event that the Union cannot provide the Employer with a sufficient number of employees who have been fully vaccinated to fill the call, the Union shall provide written and verbal notice to the Employer no less than forty-eight (48) hours prior to the scheduled start of the call. After receiving written and verbal notice from the Union that there are insufficient referents to fill the call, the Employer may fill the remaining positions on the call, from the source of its choosing. It is further understood and agreed that the employees that

the Employer obtains to fill the call must provide the same "documentation" establishing that they are "fully vaccinated" as required of the Bargaining Unit Employees. It is also understood and agreed that, if a show does not require that Bargaining Unit Employees be vaccinated for a call, or if the Employer provides less than forty-eight (48) hours to fill the call, the referral procedures in the collective bargaining agreement shall be followed. If a Bargaining Unit Employee is disqualified from a show because the employee has an approved religious or medical exemption but is not vaccinated, the Employer will endeavor to secure alternate employment for the Bargaining Unit Employee during the shift the employee would have worked on the show, if such alternate employment is available and would not infringe on any other exclusive bargaining unit work for another support staff labor union.

(3) The Employer will maintain all documentation received from a Bargaining Unit Employee regarding a COVID-19 vaccination as confidential medical information separate and apart from other employee records.

(C) Testing for COVID-19.

(l) All Bargaining Unit Employees may be subject to COVID-19 testing prior to any work call.

(2) Bargaining Unit Employees will be paid for time spent getting a COVID-19 test that is required by the Employer at their hourly wage rate. This paid time spent testing will be paid as straight time and will not be considered towards an employee receiving a "meal penalty hour" and will also not be considered as the employee's "meal penalty hour." (I.E., the Bargaining Unit employee will still need to meet the requirements of Article 7, Paragraph 31 to receive a meal break and the paid time spent testing will not be considered towards meeting that requirement). If a Bargaining Unit employee is subject to a required COVID-19 test, on the Employer's premises, on the day of the scheduled start of the call, the time spent getting the test will be paid as 1-hour at the employee's hourly wage rate added to the employee's scheduled shift. If a Bargaining Unit employee is sent for a required COVID-19 test before the scheduled start date of the call, on or off the Employer's premises, the employee shall be paid for the applicable minimum call.

(3) (a) A Bargaining Unit employee who learns of a positive COVID-19 test result either (i) within 24 hours of the time that the employee is scheduled to report for a call or (ii) after the employee has worked at least one day but before the employee has worked the last day

of a multi-day run of a show shall not report to work and shall immediately notify the Employer of such positive test result.

(b) A Bargaining Unit employee who learns of a positive COVID-19 test result after the employee reports to work shall avoid contact with any other employees, shall immediately notify the Employer of such positive test result, and shall immediately leave the Employer's premises. Article 7, Section (c)(l) of the parties' Collective Bargaining Agreement is applicable. The Employee will be paid for the scheduled work.

(c) Bargaining Unit employees who test positive for COVID-19 during the run of a show will be replaced in accordance with the MOU; provided, however, that such employee shall be eligible to return to the show if the employee meets the eligibility requirements of the applicable CDC and University guidance. The Employee will be paid for the scheduled work.

(4) All positive COVID-19 test results shall be provided to the employee. All negative COVID-19 test results shall be provided to the employee upon request.

(5) The Employer shall have the right to determine the type(s) of test(s) to be used for COVID-19 testing.

(D) Other Safety Protocols.

(l) This MOU does not alter, affect, or amend any of the University's Covid-19 Directives, including any vaccination, masking and/or physical distancing requirements.

(2) If a Bargaining Unit Employee who is fully vaccinated comes into close contact (as defined by the CDC) on the Employer's premises with an individual who tested positive for COVID-19, such employee shall be permitted to continue to work in accordance with applicable CDC guidance. If a Bargaining Unit Employee who is not fully vaccinated comes into close contact (as defined by the CDC) on the Employer's premises with an individual who tested positive for COVID-19, the Employer may replace the Bargaining Unit Employee in accordance with the MOU in order to comply with quarantine guidance from the CDC or local public health authorities that are in effect. The Employee may utilize sick time accruals to cover the time he, she, or they are absent until receiving a negative Covid-19 test result and can be returned to work. If no sick time accruals, the employee may utilize vacation accruals to cover the time he, she, or they are absent. If no accruals are available, the employee shall be unpaid for the absence.

(3) The Employer and the Union may mutually agree to implement other safety protocols consistent with updated guidance from the CDC, the Occupational Safety and Health Administration, the Michigan Department of Public Health, the Michigan Department of Labor, or other governmental authorities responsible for managing and responding to the COVID-19 pandemic.

(E) Miscellaneous. Except as expressly modified by this MOU, all other terms and conditions of the Collective Bargaining Agreement remain in full force and effect.

(F) Non-Precedent. The parties agree the terms of this MOU are unique to the situation presented by the global coronavirus/COVID-19 pandemic and shall not set any form of precedent in any other matter.

(G) On-going Discussions. The University and the Union agree to meet no less frequent than every six (6) months to discuss this MOU.

FOR THE UNIVERSITY

FOR THE UNION

Richard W. Fanning, Jr., Director
Office of Employee Relations

Chris Guardiola, Business
Representative
IATSE Local 274

Date: _____

Date: _____