MICHIGAN STATE
UNIVERSITY

Human Resources

Employee and Labor Relations

Michigan State University
1407 S. Harrison, Ste 240
East Lansing, MI 48823

517-353-4434
Fax: 517-432-3862
hr.msu.edu

MEMORANDUM OF AGREEMENT

Salary Increases for Fiscal Year 2026-2027

Michigan State University (the "University") and the Union of Tenure System Faculty ("UTSF" or the "Union") (collectively, the "Parties") enter into this Memorandum of Agreement ("MOA").

WHEREAS, UTSF has been recognized as the exclusive representative of tenure system faculty included in the bargaining unit as defined in the parties' Card Check Agreement and agreed-upon unit description; and

WHEREAS, the University and the Union have not begun negotiations on a first contract but wish to address salary increases and the administration of merit-based adjustments for members of the bargaining unit for Fiscal Year 2026-2027;

THEREFORE, the University and the Union agree as follows:

1. The merit raise pool for bargaining-unit tenure system faculty and continuing-system librarians for Fiscal Year 2026-2027 is 3.5%.
    a. The salary merit raise pool for bargaining unit members shall be administered, consistent with past practice, in a manner consistent with applicable Michigan State University policies, and on the same terms as applied in fiscal year 2025-2026 to tenure-system faculty, including but not limited to the unit level guidelines developed for distribution of salary adjustments based on merit.
    b. Adjustments for individuals should recognize relative merit in the performance of their duties as assigned.
    c. Unit administrators are expected to ensure that individual performance is assessed.
    d. Employees who meet expectations/whose work is found to be satisfactory in their 2025-2026 appointment, as indicated in their annual review letters, shall receive no less than a 2.75% increase.
        i. Any funds remaining in the merit pool after the baseline distribution may be allocated at the Dean's discretion to faculty whose evaluation meets, exceeds, or falls below the satisfactory/meets expectations threshold.
    e. All funds within the 3.5% merit pool shall be allocated through the merit raise process exclusively to bargaining unit members.
2. The Parties recognize that faculty have other employment opportunities and that retaining top-tier academic talent is necessary for maintaining the University's position as a leading academic institution. The parties therefore agree that under the status quo doctrine, the University may

continue to engage in the practice of offering customized compensation offers for the exclusive purpose of retention.

   a. For purposes of this agreement, the Parties acknowledge that this practice will not be considered "direct dealing."
   b. The University shall not deny, delay, or withhold individual raises, retention counteroffers, or customized compensation packages by citing the Union's status as the exclusive bargaining representative.
   c. The University expressly agrees that this exception shall be used strictly for retention purposes and shall not be utilized to undermine the Union or bypass the collective bargaining process for general unit-wide compensation.

3. The Parties agree that under the status quo doctrine, the University may utilize other types of compensation, including but not limited to overload, administrative increments, summer pay, course releases in customized compensation packages.
4. The Parties acknowledge that the application of this agreement shall not establish a past practice or precedent for any future agreement.
5. Nothing in this MOA shall be construed as a waiver of either Party's rights in collective bargaining.
6. This MOA shall become effective upon execution by the Parties.

[redacted]

Stephanie Horton
Director
Employee and Labor Relations

[redacted]

NiCole Buchanan
President
Union of Tenure System Faculty