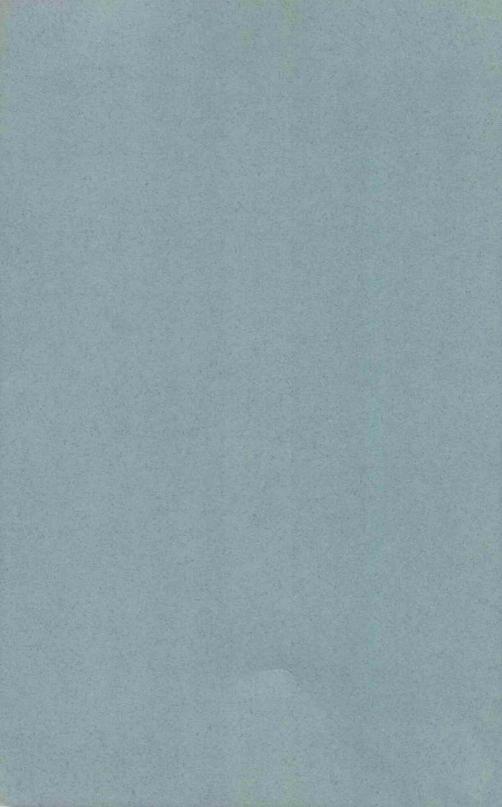


Agreement Between Michigan State University and

Administrative

LABOR AND INDUSTRIAL RELATIONS COLLECTION Michigan State University

OCTOBER 1, 1994 - SEPTEMBER 30, 1997 MSU is an Affirmative Action/Equal Opportunity Institution



AGREEMENT

between

BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY

and

MICHIGAN STATE UNIVERSITY ADMINISTRATIVE PROFESSIONAL SUPERVISORS ASSOCIATION

October 1, 1994--September 30, 1997

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PURPOSE AND INTENT

-1 This Agreement entered into by the parties has as its purpose the promotion of harmonious relations between the Employer and the Administrative Professional Supervisors Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

-2 The parties recognize that the interest of the Employer and job security of the employees depend upon the Employer's success in establishing a proper service to the State.

-3 To these ends, the Employer and the Administrative Professional Supervisors Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

-4 The University and the Association recognize the moral principles involved in the area of civil rights, fair employment practices and affirmative action, and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color, sex, age, marital status, handicap, sexual orientation, political affiliation, national origin or religion.

TERMS OF AGREEMENT

AGREEMENT

-5 THIS AGREEMENT entered into this 21st day of April, 1995, effective October 1, 1994, between the Board of Trustees of Michigan State University (hereinafter referred to as the "Employer") and the Michigan State University Administrative Professional Supervisors Association (hereinafter referred to as the "Association" or "APSA").

-6 Whenever the words University or Employer appear in this Agreement, they shall mean Michigan State University.

-7 Whenever the words Association or APSA appear in this Agreement, it shall mean Michigan State University Administrative Professional Supervisors Association.

-8 The Association will furnish the Office of Employee Relations with the names of its Executive Board members and such changes as may occur from time to time with such personnel. The Employer will in return, keep the Association advised as to its representatives.

-9 No provision of this Agreement or any supplement thereto shall be waived or modified in any way unless such waiver or modification is agreed to in writing between the Employer and the Association.

-10 Throughout this Agreement, any reference made to gender shall include male and female employees, even if indicated in the masculine form, unless specifically relating to either gender and not the other.

-11 For the purpose of this Agreement, it is expressly understood and agreed by the parties hereto, that introductory titles or headings preceding the Articles set forth herein, shall not be held to in any way affect the substance, meaning or intent of any of the terms or provisions of said Article(s) contained in this Agreement.

-12 If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision should permanently be restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Association at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

SUCCESSOR NEGOTIATIONS

-13 This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 1997.

-14 Notice to modify, alter, amend, renegotiate or change, or any combination thereof, the provisions of this Agreement shall be given no later than sixty (60) days nor earlier than ninety (90) days prior to the expiration of the Agreement. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Association and if to the Employer, addressed to the Director of Employee Relations or to any such address as the Association or Employer may make available to each other.

EFFECTIVE DATE

-15 This Agreement shall become effective on October 1, 1994.

-16 IN WITNESS WHEREOF, the parties have set their hands this 4th day of April, 1995.

MICHIGAN STATE UNIVERSITY ADMINISTRATIVE PROFESSIONAL SUPERVISORS A&SOCIATION

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MIKE CATE

BARBARA HARRISON KING

ore

RICHARD MOORE

MICHIGAN STATE UNIVERSITY

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ROGER WILKINSON, Vice President for Finance and Operations and Treasurer

C. KEITH GROTY, Assistant Vice President for Human Resources

SAMUEL A. BAKER, Director, Employee Relations

DENISE T. ANDERTON, Director, Human Resource Services

ERWIN P. BETTINGHAUS, Dean, College of Communication Arts and Sciences

CHARLES M. GAGLIANO, Manager, University Housing

-4-

DEFINITIONS

EMPLOYMENT STATUS

-17 Employees have an employment status designated as regular, flexible, or off-date appointments. The number of hours regularly scheduled to be worked each week may range from full-time to part-time.

STATUS OF EMPLOYMENT

- -18 Regular: Employee works a continuing schedule of predetermined hours each week.
 - Flexible: <u>Type 1</u>: Full-time active employment for nine (9), ten (10), or eleven (11) months per year with a prescheduled unpaid leave of absence with benefits ("flex-leave") during the remaining months.
 - <u>Type 2</u>: 75-89% scheduled time active employment over the entire calendar year (30-35 hours per week) with part-time equivalent salary.
 - Off-Date: At the time of appointment to the position an estimated ending or "off-date" is given. This ending date is the latest date the employee is intended to work. It may be extended by written mutual agreement.

Off-date employees hired for nine (9) months or more are designated "Regular."

Off-date employees are not eligible for University layoff procedures.

An Off-date employee with at least two (2) years of University service whose appointment is not continued shall be permitted to apply as if an on-campus candidate for vacant positions under the provisions of Article 10, Filling Vacant Positions, for a period of two (2) years following the end of the Off-date appointment.

HOURS OF EMPLOYMENT STATUS

-19 A. Full-time Employee - An employee who regularly works from thirty-six (36) hours to forty (40) hours per week.

B. Three-Quarter-Time Employee - An employee who regularly works twenty-six (26) hours but less than thirty-six (36) hours per week. (Flex-time: Type 2 if thirty (30) - thirty-five (35) hours per week.)

C. Half-Time Employee - An employee who regularly works twenty (20) hours but less than twenty-six (26) hours per week.

D. Full-time employees who are involuntarily reduced to eighty-nine (89%) percent time or less shall have bypass rights to vacant lateral or lower level positions. The employing unit will determine, by interview, if the employee seeking bypass possesses the qualifications and ability to fill the vacant position.

FULL-TIME EQUIVALENT (FTE) SERVICES MONTHS

- A. Full-time equivalent (FTE) service months is defined as the cumulative full-time equivalent (FTE) months of service for University employment of 50.0% or greater. FTE service months will be used in determining eligibility for University benefits which require a service waiting period.
- B. FTE service months will be credited each month as follows:
 - a) 1.00 credit per month for full-time (90% 100%) employees
 - b) .75 credit per month for 3/4 time (65% 89.9%) employees
 - c) .50 credit per month for 1/2 time (50% 64.9%) employees
- C. For new hires, terminations percent of employment changes, etc., FTE service months will be credited based on an employee's status as of the 15th of the month.
- D. Employees on paid and unpaid leaves of absence or layoff will continue to accrue FTE service months based on their percent of employment immediately prior to the leave/layoff.

- E. Employees meeting the minimum retirement requirements will remain eligible to maintain group hospitalization and dental insurance and receive the Employer's proportional contribution.
- F. If an employee retires with <u>15 years of service and at least age 62</u>, use the following FTE service month ranges to determine his/her health and dental contribution during retirement.

	1/2 Contribution	3/4 Contribution	Full Contribution
	(50% - 64%)	(65% - 89.9%)	(90% - 100%)
Service	90.00 - 116.99	117.00 - 161.99	162.00 - 999.99
Months			

G. If an employee retires with <u>25 years of service at any age</u>, use of the following FTE service month ranges to determine his/her health and dental contribution during retirement.

FTE SERVICE MONTHS

1/2 Contribution 3/4 Contribution Full Contribution

	(50% - 64.9%)	(65% - 89.9%)	(90% - 100%)
Service	150.00 - 194.99	195.00 - 269.99	270.00 - 999.99
Months			

PROPORTIONAL BENEFITS

-20 Provisions of this Agreement, unless specifically modified, shall be apportioned to persons assigned less than full-time in the following manner:

DEFINITION OF TERMS

-21 Base Rate of Pay - is the per hour rate of the employee not including shift differential or overtime computations.

-22 Regular Rate of Pay - is the per hour rate of the employee including shift differential.

-23 "Full" Worker's Compensation - is the payment of worker's compensation including sick, vacation or personal accrual supplementation.

-24 "Regular" Worker's Compensation - is the payment of worker's compensation with no sick, vacation or personal leave accrual supplementation.

MANAGEMENT RIGHTS AND SECURITY

MANAGEMENT RIGHTS

-25 Except as provided in this Agreement, nothing contained in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management. Such regular and customary functions include, but are not limited to, the right to hire, promote, transfer, and layoff because of lack of funds, lack of work and/or other cause; discipline, suspend and discharge for just cause; decide the work to be performed, the number and location of employees and units; determine the methods, schedules and means of conducting activities; and promulgate policies, procedures, rules and regulations for the orderly and efficient operation of the University.

MANAGEMENT SECURITY

-26 The parties of this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the efficient operation of the University. The Association, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever.

-27 The Association recognizes that strikes by public employees are prohibited by Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965 as amended, and agrees that it will comply with said Act.

-28 The Association and its officials will not cause, support, or condone, nor shall any employee or employees take part in any action against or any interference with the operations of the University during the term of this Agreement.

ASSOCIATION RECOGNITION

RECOGNITION

-29 Pursuant to and in accordance with all applicable Provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Michigan State University Administrative Professional Supervisors Association as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

CERTIFIED UNIT

-30 On April 4, 1978, the Michigan State University Supervisors Association was certified by the Michigan Employment Relations Commission in Case No. R77 F-350, as the representative for all supervisory employees excluding teaching employees, members of the bargaining unit represented by the Michigan State University Administrative Professional Association, students and all other employees of Michigan State University. On April 16, 1985, the Michigan State University Administrative Professional Supervisors Association was certified by the Michigan Employment Relations Commission in Case No. R84 H-208 as the exclusive representative for all Supervisory Administrative-Professional employees including within that unit the following:

All regular, administrative and professional employees serving in a supervisory capacity and located upon the main campus of Michigan State University, East Lansing (and Lansing), Ingham County, Michigan;

Excluding: employees employed less than one-half (1/2) time, executive and non-supervisory employees, and confidential and all other employees.

ASSOCIATION RIGHTS

RIGHTS

-31 All employees and regular members of the Association and the lawful representative of the Association shall have the right to engage in any lawful concerted action or activities for the purpose of collective bargaining or for the mutual aid and protection of the Association and its members.

-32 The Association shall be permitted to schedule meetings on University property so long as such meetings are not disruptive of the duties of the employees of the University or the efficient operation of the University.

-33 The Association President shall have the right to enforce the provisions of this Agreement.

RULES AND REGULATIONS

-34 The Employer shall have the right to adopt reasonable rules and regulations not inconsistent herewith. If after transmittal to the Association President of rules and regulations, and the Association has not processed a grievance alleging unreasonableness within fourteen (14) calendar days after receipt, the rules and regulations shall no longer be grievable. Thereafter, grievances related to rules and regulations shall be limited to their enforcement and penalties resulting therefrom.

NO DISCRIMINATION

-35 There shall be no discrimination against any employee because of his/her duties as an Association official, representative or committee member.

BARGAINING UNIT WORK

-36 The Employer agrees that bargaining unit work will not be eliminated for the purpose of undermining the Association.

RELEASE TIME

-37 For the purpose of release time, the number of Executive Board Officers may not exceed fifteen (15). The total aggregate number of working hours of release time for these employees shall not exceed thirty (30) hours per month, excluding time afforded Grievance Officer and President. The Office of Employee Relations must receive notice of individuals and release time to be used at least five (5) working days in advance, excluding the Grievance Officer and President.

ASSOCIATION PRESIDENT

-38 The Association President shall normally be released from his/her regular work assignment without loss of time, pay or other benefits upon prior notice to his/her supervisor when required to perform the following:

Resolve any difference concerning the content and application of the provisions of this Agreement.

Represent members at hearing or proceedings affecting rights or benefits provided by this Agreement.

Attend official Board of Trustees meetings only when the agenda includes matters pertinent to the proper administration of the Association.

Confer with the Grievance Officer when necessary.

-39 Such time off shall not exceed eight (8) hours per week except with the specific approval of the Employer.

ASSOCIATION REPRESENTATIVE

-40 The Employer agrees that accredited representatives of the Association shall have reasonable access to the premises of the Employer during regular business hours to conduct Association business. Such representatives shall give advanced notice of their presence to the supervisor concerned and such visits shall not be disruptive of the Employer's operation.

ELECTION COMMITTEE

-41 The Employer will agree that, if requested by the Association, four (4) members of the Association election committee shall be allowed time off with pay from their regularly assigned duties for the purpose of conducting regularly scheduled Association elections on the day of the election.

-42 The Employer agrees that requests by the Association to allow members time off with pay for the purpose of conducting regularly scheduled Association elections will be handled on an ad hoc basis.

BARGAINING COMMITTEE

-43 The bargaining committee of the Association will include not more than seven (7) bargaining unit members and two (2) alternate members employed by the University. It may also include non-employed representatives of the Association, not more than two (2) in number. The Association will give to the Employer, in writing, the names of its employee representatives on the bargaining committee at least sixty (60) days prior to the expiration date of this Agreement.

LOST TIME

-44 Employee members of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committee member.

ASSOCIATION SECURITY

MEMBERSHIP

-45 As a condition of employment, each employee in the bargaining unit on or before the thirtieth (30th) day after the effective date of this Agreement, or on or before the thirtieth (30th) day after the completion of the probationary period in the bargaining unit, whichever is later, and monthly thereafter, shall tender to the Association, either periodic and uniformly required Association dues as set forth in the bylaws of the Michigan State University Administrative Professional Supervisors Association, or in the alternative, service fees in the amount equal to these dues in accordance with MCLA 423.210 (2); MSA 17.455 (10).

-46 Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required as a condition of continued employment to continue membership in the Association for the duration of this Agreement.

CHECK-OFF

-47 The Employer, at the time of hire, rehire, reinstatement or transfer of an employee into the bargaining unit, shall apprise the prospective member of these provisions and shall present to him/her an application for membership and an authorization for checkoff of dues, such form to be provided by the Association.

If the employee desires to join the APSA, the employee shall complete both the application for membership and authorization card for checkoff of dues and return them to the APSA financial officer.

If the employee does not desire to join the APSA, the employee shall complete only the authorization card for checkoff of dues so that the APSA may collect from the employee its service fees equal to the dues and return it to the APSA financial officer.

If the employee desires to tender dues or fee directly to the Association, the employee will so indicate on the authorization for dues form which shall be transmitted to the Association on or before the thirtieth (30th) day of employment with dues or fee equivalent to twelve (12) months dues or fees. Adjustment of dues or fees shall be made at the end of twelve (12) months from these receipts. Excess amounts then will be returned to the employee within ten (10) days of demand and insufficient amounts will require payment within ten (10) days of notice. Each year will again require deposit of such a sum and the procedure indicated above will be applied.

-48 In accordance with the terms and authorization for checkoff of dues, the Employer agrees to deduct membership dues or service fees levied from the pay of each employee who executes or has executed the authorization for check off of dues.

-49 The initial deduction for any employee shall not begin unless the authorization for checkoff of dues and the certification of the APSA's financial officer as to the amount of the periodic Association dues or service fees have been delivered to the Employer's payroll department at least fifteen (15) calendar days prior to the effective pay day.

-50 All monies deducted by the Employer shall be remitted to the APSA financial officer once each month by the twentieth (20th) calendar day of the month following the month in which deductions were made together with a list of current employees showing the amount of Association dues or service fees deducted from each employee.

-51 In cases where a deduction was made which duplicates a payment already made to APSA by an employee, or where a deduction is not in conformity with the statutes made and provided, refunds to the employee shall be made by the APSA.

-52 The Employer shall not be liable to APSA, by reason of Paragraph 48 of this Agreement, for the remittance or payment of any sum other than that constituting actual deduction made from the pay earned by the employee.

-53 The Employer shall not, during the life of this Agreement, deduct dues or service fees from employees in this bargaining unit for any organization other than the Association without APSA's written permission.

-54 APSA shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

TERMINATION FOR FAILURE TO COMPLY

-55 An employee in the bargaining unit who fails to tender to the Association either periodic uniformly required Association dues, or in the alternative, service fees in the amount equal to these dues shall be terminated by the Employer, providing the following stipulations are adhered to:

The Association shall notify the employee by certified or registered mail explaining that the employee is delinquent and not tendering required Association dues or service fees, specifying the current amount of delinquency, and warning him/her that, unless the delinquent dues or service fees are paid within ten (10) working days of such notice, the employee shall be reported to the Office of Employee Relations with a request to terminate the employee provided for in this Agreement.

If either the dues or service fees are not paid, the Association shall provide a copy of the letter sent to the employee and the following notice to the Office of Employee Relations at the end of the ten (10) day period:

The Association certifies that ______has failed to tender either the periodic and uniformly required Association dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that the employee be terminated under the terms of this Agreement.

The employee shall be terminated by the Employer within thirty (30) working days following receipt of the above letter and notice.

TERMINATION OF LIMITATION

-56 If an employee has tendered directly to the Association her/his membership dues or the service fee, or has a written authorization in effect requiring the deduction of dues or service fees, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Association. The Association cannot cause the discharge of an employee who has resigned from or who has been expelled by the Association for any reason other than his/her failure to tender the dues or service fees to the Association.

DISPUTES CONCERNING COMPLIANCE

-57 The Association shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

REVOCATION CARDS

-58 The Employer will notify the Association monthly of the names of employees transferred outside the bargaining unit. Such employees shall cease to be subject to dues/service fee deductions at such time as they sign dues revocation cards and file notice with the Association.

AID TO OTHER LABOR ORGANIZATIONS

-59 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.

OTHER AGREEMENTS

-60 The Employer shall not enter into any other agreements with employees in this bargaining unit, individually or collectively which in any way conflicts with the Provisions hereof.

SETTLEMENT OF DISPUTES

EMPLOYEE RIGHTS

-61 At any hearing, conference or meeting which may result in disciplinary action to an employee in the bargaining unit, the employee may and is encouraged to request the presence of an Association representative. The employing department must, if requested by the employee, allow sufficient time for the employee to arrange to have Association representation.

-62 An employee has the right to be informed prior to the investigatory interview of the subject matter of the interview.

-63 An employee is entitled to a pre-interview conference with his/her Association representative.

-64 The parties agree that any individual employee at any time may present grievances to the Employer and have the grievances adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Collective Bargaining Agreement now in effect, providing that the Association has been given the opportunity to be present at such adjustment.

GRIEVANCE COMMITTEE

-65 Grievances may be handled by Association representatives in the processing or hearing of any grievance not to exceed three (3) persons, excluding the aggrieved employee. Representatives of the Association engaged in processing or hearing any grievance during regular scheduled working hours shall be paid for such time lost at the regular rate of pay, but in no event will more than three (3) representatives of the Association be paid for participation in any one session.

-66 The Association Grievance Officer may represent the employee at all steps of the grievance procedure.

-67 The Association Grievance Officer shall be allowed time off without loss of pay, to investigate grievance(s) to be discussed or which have been discussed with the

Employer upon having received permission from his/her supervisor to do so. The Association shall notify the Employer as to the name of its Grievance Officer.

-68 An alternative Grievance Officer shall be designated by the Association to act in the absence of the Grievance Officer.

-69 The Grievance Officer shall continue on the assigned duty during the term of office.

TIME LIMITS

-70 When reference to calendar days is made in this Article, holidays shall not be considered in these time periods. Time limits set forth in this grievance procedure shall be strictly adhered to unless such time shall be extended by mutual written agreement of the parties.

WAIVER OF GRIEVANCE STEPS

-71 Steps of the grievance procedure may be waived in writing by mutual agreement of both parties. The grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.

-72 If the Employer fails to schedule a meeting or answer the grievance within the designated time limits, the grievance may be appealed to the next step of this grievance procedure within ten (10) calendar days of the date of the expiration of the applicable time limit.

-73 If a grievance is not appealed within fourteen (14) calendar days after (1) receipt of the previous step answer, (2) failure to schedule a meeting, or (3) failure to answer the grievance, the grievance shall be considered settled on the basis of the Employer's last answer and not be subject to further review.

COMPUTATION OF BACK WAGES

-74 No claim for back wages shall exceed the amount of salary the employee would otherwise have earned at his/her regular rate, including offsets for unemployment compensation, worker's compensation and any wages earned.

REPRIMAND, SUSPENSION OR DISCHARGE

-75 In the event an employee is disciplined by written reprimand, or written suspension or discharged by written notification, copies shall be given to the employee and mailed to the Association at the time it is given to the employee and a copy placed in the employee's official personnel folder. Such notice shall be specific and outline the reasons for the disciplinary action.

-76 The affected employee will be allowed to discuss his/her disciplinary action with an Association representative, and the Employer will make available an area where he/she may do so if he/she is required to leave the premises.

-77 In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (I8) months previously if there has been no further disciplinary action taken during that time.

GRIEVANCES CONCERNING DISCIPLINE

-78 Should the reprimand, suspension or discharge be considered without just cause, it shall be appealed as a grievance within fourteen (14) calendar days after written notification of the discipline is received by the affected employee. A grievance over a written letter of reprimand shall be submitted at Step 2 of the grievance procedure; whereas, a grievance over a suspension or discharge shall be submitted at Step 3. Failure to submit a written grievance within the time limits shall constitute a waiver of all claims concerning such disciplinary action or discharge.

GRIEVANCE DEFINITION AND PROCEDURE

DEFINITION OF GRIEVANCE

-79 A grievance shall be defined as a dispute, reduced to writing, concerning the interpretation, application and alleged violation of any of the terms of this Agreement.

-80 Any employee having a dispute over the interpretation or application of the terms of this Agreement, shall present it to the Employer in a manner following.

GROUP GRIEVANCE

-81 A group grievance shall be only one in which the fact(s) in question and the provisions of the Agreement alleged to be violated are the same as they relate to all employees in the identified group. In the event that employees have a group grievance, the Grievance Officer shall submit the grievance on behalf of all affected employees. When the affected group is contained within one department, college, or division, the grievance shall be initiated at Step 2 of the grievance procedure. Any other group grievance shall begin at Step 3.

ASSOCIATION ASSISTANCE

-82 At each step of the grievance procedure, the employee may request the presence of the Association Grievance Officer.

ORAL STEP

-83 If an employee believes he/she has a problem in connection with his/her employment, he/she shall discuss it with his/her immediate supervisor.

FORMAL GRIEVANCE PROCEDURE

STEP 1

-84 If the problem is not resolved, the grievance must be reduced to writing and presented to the immediate supervisor within fourteen (14) calendar days after its alleged occurrence in order to be a proper matter for the grievance procedure. The grievance shall be dated and signed by the aggrieved employee and the Grievance Officer, and shall set forth the facts, including the dates and provisions of this Agreement that are alleged to have been violated, and the remedy desired. The grievance shall not be considered submitted until the immediate supervisor receives the written grievance. The immediate supervisor will schedule a meeting with the grievant and the Grievance Officer, if requested by the employee, within seven (7) calendar days from the day the written grievance was received. The immediate supervisor will then answer the grievance in writing within seven (7) calendar days from the grievance was discussed.

STEP 2

-85 Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the administrative head or designee within fourteen (14) calendar days of the receipt of the written decision of the immediate supervisor. The appeal shall state the reason(s) why the decision of the immediate supervisor was not satisfactory. The grievance shall not be considered appealed until the administrative head or designee receives it, dates it and returns a copy to the presenter. The administrative head or designee shall schedule a meeting within fourteen (14) calendar days with the grievant, the Grievance Officer if requested, and representatives designated by the Employer to discuss the grievance. The administrative head or designee shall then give a decision in writing to the presenter within fourteen (14) calendar days of the meeting.

STEP 3

-86 If the answer from the administrative head or designee is not satisfactory, the Association shall submit an appeal within fourteen (14) calendar days of the receipt of the Step 2 answer to the Director of Employee Relations or designee, indicating the

reasons why the written answer of the administrative head or designee was unsatisfactory. The Office of Employee Relations will schedule a meeting between no more than three (3) representatives of the Association, excluding the grievant, and three (3) representatives of the Employer within seven (7) calendar days from the date the appeal is received to discuss the grievance. The Office of Employee Relations will then answer the grievance in writing within ten (10) calendar days from the date of the meeting at which the grievance was discussed.

ARBITRATION

STEP 4

-87 If the Office of Employee Relations' answer is unacceptable, settlement may be determined by a decision of an arbitrator selected by the parties. The Association will notify the Office of Employee Relations within twenty-one (21) calendar days after the receipt of the Step 3 answer if the Association wishes to appeal the grievance to arbitration, indicating why the Office of Employee Relations' answer is not satisfactory. In the event the Association and the Office of Employee Relations do not agree on an arbitrator within seven (7) calendar days, the Association shall file the demand for arbitration Services (FMCS) within seven (7) calendar days of failing to mutually agree on an arbitrator. The fees and approved expenses of an arbitrator will be paid for by the parties equally. The rules of the AAA or FMCS shall apply to all arbitration hearings. The use of a court reporter will be permitted at the request of either party. A copy of the transcript will be provided without cost to the party not requesting the court reporter.

ARBITRATOR'S POWERS

-88 The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement nor shall he/she substitute his/her discretion for that of the Employer or the Association where such discretion has been retained by the Employer or the Association, nor shall he/she exercise any responsibility or function of the Employer or the Association. Where either party challenges the jurisdiction of the arbitrator, the hearing will be held to determine whether the arbitrator does have jurisdiction before the hearing can be held on the merits. -89 The arbitrator shall have no authority to establish wage and salary scales, to change any wage or salary rate, or change classification descriptions except as otherwise provided in this Agreement.

EXCLUDED FROM ARBITRATION

-90 Excluded from arbitration are disputes and unresolved grievances concerning merit increase decisions and those matters provided for in provisions on probationary employees, and filling vacant positions.

FINALITY OF DECISIONS

-91 The arbitrator's decision shall be final and binding upon the Association and its members, the employee or employees involved and the Employer, provided however, either party retains all legal rights to challenge arbitration decisions thereof where such action is beyond the power of the arbitrator or where the award was procured by fraud, misconduct or unlawful means.

SPECIAL CONFERENCES

-92 The Employer and the Association agree to meet and confer on matters of clarification of the terms of this Agreement or other items as mutually agreed. Each party shall be represented by not more than four (4) persons at special conferences.

-93 Employees released to attend the special conference may meet, if on the Employer's property, at a place designated by the Employer, for a period not to exceed one-half (1/2) hour immediately preceding the conference.

-94 Employees released to attend special conferences will be paid by the Employer for time spent in special conferences, but only for the straight time hours they would otherwise have worked on their regular work schedule.

MEDICAL DISPUTES

-95 In the event of a dispute involving any employee's physical ability to perform his/her job at the University when the employee is not satisfied with the determination of the University's physician, he/she may submit a report from a medical doctor of his/her own choosing and at his/her own expense. If the dispute still exists, at the request of the Association, the University's physician and the employee's doctor shall agree upon a third medical doctor to submit a report to the Employer and the employee, and the decision of such third party will be binding on both parties. The expenses of the report of the third party shall be shared equally by the Employer and the employee.

FLEXIBLE APPOINTMENTS

DEFINITION

-96 Flexible appointments are appointments of employees which provide between 75% and 92% time equivalent salary over a calendar year, with some benefit coverages equivalent to full-time appointments. A flexible appointment is a voluntary commitment by an employee to a specific schedule of work. There are two types of flexible appointments:

- <u>Type 1</u>: Full-time active employment for nine (9), ten (10), or eleven (11) months per year with a prescheduled unpaid leave of absence with benefits ("flex-leave") during the remaining month(s) (75%-92% equivalent employment percent). The employee's position is held for his/her return at the end of the flex-leave, unless the circumstances of the University change and the position no longer exists.
- <u>Type 2</u>: 75%-89% scheduled time active employment over the entire calendar year (30-35 hours per week) with a part-time equivalent salary.

-97 As with any bargaining unit position, job demands may require work outside (overtime pay may be granted in accordance with the overtime provision) and in addition to those of the regularly scheduled flexible schedule.

-98 Where a Type 1 flexible appointment includes a leave with benefits, the employee's position is held for his/her return at the end of the flex-leave, subject to the conditions specified below.

-99 The objective of flex-year appointments is to achieve budget flexibility where departmental functions can be accomplished with 75% employment, through a combination of benefits and other incentives.

-100 Departments identify positions for flexible appointments. Regular employees, and persons to be employed in those pre-identified positions, may agree to be placed in flexible appointments. Employees desiring flexible appointments, but whose positions are necessarily full-time may apply for transfers to flexible appointments, subject to relevant policies. When a department desires to change a position from full-time to a flexible appointment and the incumbent does not volunteer for that status, reduction in force procedures may be initiated to achieve the reduction within the department. If a flexible appointment position is subsequently eliminated, reduction in force procedures will be initiated. Employees with flexible appointments who later desire a change in appointment may apply for other positions as they become available.

GENERAL PROVISIONS

FLEXIBLE POSITIONS

-101 The department administrator shall identify the positions appropriate for flexible appointments, and, if specific duties are to be eliminated, indicate in writing the duties of such positions which are to be eliminated. This designation must be approved by the Director of Human Resources, after receiving employee input.

-102 Once a position is officially designated as flexible, only flexible appointments are acceptable.

-103 A flexible position shall maintain that designation until the departmental administrator acts to designate it otherwise by submitting the appropriate form for the approval of the Director of Human Resources.

FLEXIBLE APPOINTMENTS

-104 A flexible appointment, either as an initial appointment or as a change of appointment, may be granted only with the agreement of a prospective or current staff member. Without agreement, a current staff member may be subject to the Reduction in Force policy.

-105 A flexible appointment must be arranged in advance with an employee, and approved by the departmental administrator and the Director of Human Resources.

-106 All flexible appointments will annually provide a minimum of 1,560 hours of scheduled work (subject to necessary reductions in force).

-107 A flexible appointee's FTE salary is the amount that would be paid if an entire year was worked full-time (e.g., \$1,000/month x 12 months = \$12,000). The <u>base salary</u> is the actual expected pay during the year. For example, if the FTE salary is \$12,000, base salary at 75% would be:

Type 1: \$1,000 x 9 months = \$9,000 Type 2: \$750 x 12 months = \$9,000

-108 Flexible appointees are regular employees.

-109 Leaves with benefits may be established for periods of one (1) month or more, up to a maximum of three (3) months (in increments of one (1) month).

-110 Leaves with benefits are only those that are prearranged as part of an approved flexible appointment.

-111 No Unemployment Compensation is paid during a leave with benefits. (Inasmuch as appointees on flex-leave have neither been laid off nor terminated but are on a mutually agreed upon leave of absence, they are ineligible for Unemployment Compensation. If Unemployment Compensation is sought by the employee, the leave with benefits is voided and the employee shall be placed on layoff status, without application of reduction in force provisions).

-112 If the flexible appointment converts to a full-time status, the employee will receive an appropriate salary adjustment.

-113 Employees volunteering for flex-leaves must sign the PAN form signifying the voluntary concurrence with their change in status. This action is subject to the review and approval of the Office of Human Resource Services.

FRINGE BENEFITS

-114 A flexible appointee's benefit eligibility during active flexible status and unpaid flex-leave is as follows:

Benefits Programs. Flexible appointees:

Receive the full University contribution toward health care coverage.

Have Long Term Disability, Dental, and Expanded Life Coverage. (Subject to all current eligibility requirements. Employees otherwise eligible for Long Term Disability continue their eligibility during the leave with benefits as well as active employment; however, benefit payments do not commence during the leave with benefits. The base salary for the period of active employment prior to the flex-leave is used for the determination of benefits.)

May maintain optional employee-paid life and accidental death and dismemberment coverage. Prior to a flex-leave, advance deductions for applicable employee contributions for health, life and accident coverage are automatically taken to cover the flex-leave period. In the event that insufficient notice of flex-leave is received, Benefits will bill employees for these amounts.

-115 Educational Assistance is available, subject to all other eligibility requirements. However, Type 1 flexible appointees will be allowed to "bank" educational assistance for use during non-work flex-leave periods for six (6) classes up to fourteen (14) credits per MSU academic year.

-116 Personal Leave Days will be credited on a proportionate basis, i.e.: three-quarter (3/4) time service (either Type 1 or 2 Flex) will receive up to eighteen (18) hours in credits each year according to the Personal Leave Days schedule.

-117 Full service credit is given toward retirement, benefits eligibility waiting periods, and vacation service months.

- -118 Paid leave accruals are proportionate, and are accrued as follows:
 - Type 1: During active full-time service, the employee accrues leave as a full-time employee. During a flex-leave, paid leave does not accrue and may not be utilized (they are frozen subject to relevant policies).
 - *Type 2: During the entire calendar year, the employee accrues leave at a proportionate rate (unless additional leaves without pay are taken or the employee's status changes).*

-119 University contribution to a base retirement program (which includes TIAA-CREF as an option) and Social Security. (Subject to all current eligibility requirements.)

Type 1: During active full-time service, the employee receives University contributions based on his/her full-time salary. No University contributions are made while the employee is on a leave with benefits.

Type 2: The employee receives the University contributions during the entire year based upon his/her part-time equivalent salary.

-120 All salary-related benefits (paid leave, Employee-Paid Life, base retirement program, Long Term Disability, Expanded Life Plan, Extended Disability, and longevity) are based upon the flexible appointee's base salary. The longevity cap will be that of full-time employees.

PROBATIONARY PERIODS

-121 Flex-leaves may begin during a probationary period; however, the time spent on the flex-leave will not count toward completion of the probationary period.

OTHER EMPLOYMENT

-122 Employees may work for other employers while on flex-leave.

RETURN TO ACTIVE EMPLOYMENT

-123 Employees returning from a flex-leave are assigned to their previously held positions, unless the circumstances of the University change to the extent that the position no longer exists. Those affected by a reduction in force while on flex-leave are eligible for the provisions of the reduction in force policy. Affected employees will be given written notice as soon as practicable, but no less than that stipulated in the reduction in force policy.

SALARY PAYMENTS

-124 Flexible appointees receive their base salary during their period of active service and no salary during flex-leave.

HOURS WORKED RECORDS

-125 Departments are responsible for maintaining record of hours worked for nonexempt employees with flexible appointments.

POSITION MAINTENANCE

-126 A position, held by an employee, which is changed to a flexible appointment, and some of whose duties are thereby eliminated, shall not be downgraded or eliminated as a direct result of the flexible appointment.

EXPEDITED DISPUTES

-127 Disagreements in the interpretation or application of the flexible appointment policy shall be subject to the grievance procedure and immediately proceed to Step 3. If the grievance is arbitrated, the expedited arbitration process shall be utilized.

NOTICE REQUIREMENTS

-128 At the time of presentation of a voluntary flexible appointment form to any employee, the employee shall be advised in writing:

If a Type 1 flexible appointment, the length of time of the unpaid leave, the time or times when said leave must be taken.

If a Type 2 flexible appointment, the schedule of each week which the employee shall be required to work.

-129 In addition, each employee shall receive at least ten (10) working days' written notice of the proposed flexible appointment before being required to respond. An affected employee may consult with a representative of the Association prior to making a voluntary election to accept a flexible appointment.

REDUCTION IN FORCE

-130 The University endeavors to provide continuing employment for employees. However, reductions in work force may be necessary due to lack of funds, lack of work, and/or other cause, not to undermine the Association. Whenever practicable, the reductions should be made by restricting recruitment, transfers to vacant lateral or lower level positions where the employee is capable of performing the work and/or normal attrition, but if deemed necessary by the University, layoffs will be utilized.

GENERAL PROVISIONS

-131 Employees to be laid off shall be given a minimum of thirty (30) calendar days notice--a copy of which will be sent to the Association President--not to be offset by accrued vacation.

-132 Within a unit, probationary employees will be separated before non-probationary employees are laid off, where it is determined that the non-probationary employees are able to perform the work within a ninety (90) day evaluation period.

- A. Where ability to perform the work remaining is equal, the Employer will follow these priorities for reduction in force:
 - 1. Employees with unsatisfactory records before employees with satisfactory records.
 - 2. Employees with short service before employees with long service.

-133 For purposes of layoff only, layoffs shall be within units identified below.

UNITS

OFFICE OF THE PRESIDENT

Office of the President Internal Audit

OFFICE OF THE PROVOST AND VICE PRESIDENT FOR ACADEMIC AFFAIRS

Office of the Provost and Vice President for Academic Affairs Office of the Associate Provost Facilities Planning and Space Management Faculty Grievance Official Honors College Office of Planning and Budgets Libraries University Archives & Historical Collections Ombudsman Performing Arts Facilities & Programs Office of the Assistant Provost and Assistant Vice President for Academic Human Resources Office of Academic Personnel Records Office of the Assistant Provost for Academic Services Department of Aerospace Studies Department of Military Science Office of the Vice Provost for Computing and Technology Instructional Media Center Registrar Secretary for Academic Governance Office of Curriculum & Catalog Support Office of the Assistant Provost for Undergraduate Education Admissions and Scholarships Office of the Director, Undergraduate University Division Upward Bound Supportive Services Programs for Handicapped Students Office of the Vice Provost for University Outreach Computer Laboratory Broadcasting Services MSU Press Administrative Information Services

OFFICE OF THE VICE PRESIDENT FOR RESEARCH AND GRADUATE STUDIES

Office of the Vice President for Research and Graduate Studies The Graduate School Research Development Research Services Institute for Environmental Toxicology University Laboratory Animal Resources Office of Radiation, Chemical, and Biological Safety MSU Museum Office of Intellectual Property

VICE PROVOST FOR HUMAN PROGRAMS

Office of the Vice Provost for Human Health Programs Cancer Center Center for Ethics and Humanities Clinical Center Institute for International Health Olin Health Center

VICE PRESIDENT FOR FINANCE AND OPERATIONS

Office of the Vice President for Finance and Operations Public Safety Campus Park & Planning Contract and Grant Administration Controller University Services Housing and Food Services Physical Plant Human Resources Intercollegiate Athletics Investments and Trusts Planning and Budgets Land Management Forest Akers Golf Course

VICE PRESIDENT FOR STUDENT AFFAIRS AND SERVICES

Vice President for Student Affairs and Services Educational and Support Services Student Life Counseling Center Intramural Sports and Recreative Services Residence Life Career Development and Placement Services

VICE PRESIDENT FOR UNIVERSITY RELATIONS

Office of the Vice President for University Relations News Bureau Public Relations Sports Information University Publications

VICE PRESIDENT FOR UNIVERSITY DEVELOPMENT

Office of the Vice President for University Development University Development

COLLEGE OF AGRICULTURE AND NATURAL RESOURCES

Vice Provost/Dean ANR Agriculture and Natural Resources Extension 4-H State Office Extension Home Economics State Extension Agriculture and Natural Resources State Extension Community and Economic Development ANR Budget and Personnel ANR Public Services Act Outreach Communications ANR Agricultural and Extension Education Agricultural Economics Agricultural Engineering Animal Sciences Crop and Soil Sciences Fisheries and Wildlife Food Science and Human Nutrition Forestry Horticulture Packaging Park and Recreation Resources Resource Development Agricultural Technology Institute University Farms Land Management Water Research Institute Remote Sensing Center Agricultural Experiment Station Extension Administration Extension Supervision Michigan Travel, Tourism and Recreation Research Center International Agriculture Institute Food Industry Institute Pesticide Research Center

COLLEGE OF ARTS AND LETTERS

Office of the Dean, Arts and Letters American Thought and Language Art English History Kresge Art Museum Linguistics and Germanic, Slavic, Asian and African Languages Music Philosophy **Religious Studies** Romance and Classical Languages Theater Centennial Review Language Laboratory English Language Center Film Studies Jewish Studies Women's Studies Program Center for Integrative Studies The Writing Center American Studies Program

Canadian Studies Center Comparative Literature Program Interdisciplinary Program in Health and Humanities Ancient Studies

ELI BROAD COLLEGE OF BUSINESS

Office of the Dean, College of Business Accounting Economics Finance and Insurance General Business-Business Law Management Marketing and Logistics school of Hotel, Restaurant, and Institutional Management Advanced Management Program (Troy) Detroit Management Education Center Executive Development Program Institute of Public Utilities International Business Centers

COLLEGE OF COMMUNICATION ARTS AND SCIENCES

Office of the Dean, Communication Arts and Sciences Advertising Audiology and Speech Science Communication Journalism Telecommunication

NATIONAL SUPERCONDUCTING CYCLOTRON LABORATORY

COLLEGE OF EDUCATION

Office of the Dean, College of Education Counseling, Educational Psychology and Special Education Educational Administration Physical Education and Exercise Science Julian Samora Research Institute Teacher Education

COLLEGE OF ENGINEERING

Office of the Dean, Engineering Chemical Engineering Civil and Environmental Engineering Computer Science Electrical Engineering Mechanical Engineering Materials Science and Mechanics Division of Engineering Research Case Center for Computer-Aided Engineering and Manufacturing Composite Materials and Structures Center

COLLEGE OF HUMAN ECOLOGY

Office of the Dean, College of Human Ecology Family and Child Ecology Human Environment and Design

COLLEGE OF HUMAN MEDICINE

Office of the Dean, College of Human Medicine Family Practice Pediatrics and Human Development Medicine Obstetrics, Gynecology and Reproductive Biology Physiology Psychiatry Office of Medical Education Research & Development Surgery Medical Humanities Program

INTERNATIONAL STUDIES AND PROGRAMS

Office of the Dean, International/Studies and Programs African Studies Center Asian Studies Center Latin American Studies Center Canadian-American Studies Center Russian and East European Studies Center CASID Office for International Students and Scholars Office of Overseas Study Office of Women and International Development

JAMES MADISON COLLEGE

COLLEGE OF NATURAL SCIENCE

Office of the Dean, Natural Science Biochemistry Botany and Plant Pathology Chemistry Entomology Geological Sciences Mathematics Physics and Astronomy Statistics and Probability Zoology Biological Science Program Kellogg Biological Station **KBS** Maintenance MSU-DOE Plant Research Laboratory Abrams Planetarium Lyman Briggs School Medical Technology Program Drew Laboratory General Science Center for Microbial Ecology Biotechnology Research Center Center for Electron Optics Ecology and Evolutionary Biology Program Center for Fundamental Materials Research Genetics Program Off-Campus Credit Program - CNS Center for Protein Structure and Design

COLLEGE OF NURSING

COLLEGE OF OSTEOPATHIC MEDICINE

Office of the Dean, College of Osteopathic Medicine Anatomy Biomechanics Family Medicine Internal Medicine Osteopathic Medicine Pediatrics Pharmacology and Toxicology Radiology Physical Medicine and Rehabilitation

COLLEGE OF SOCIAL SCIENCE

Office of the Dean, College of Social Science Anthropology Geography Political Science Psychology Sociology Criminal Justice Labor and Industrial Relations Social Work Institute for Public Policy and Social Research Center for Advanced Study of International Development Center for Integrative Studies

COLLEGE OF VETERINARY MEDICINE

Office of the Dean, College of Veterinary Medicine Microbiology Pathology Large Animal Clinical Sciences Small Animal Clinical Sciences Animal Health Diagnostic Laboratory Veterinary Teaching Hospital Veterinary Technology Program

URBAN AFFAIRS PROGRAMS

MSU ALUMNI ASSOCIATION

STATE NEWS

VICE PRESIDENT FOR GOVERNMENTAL AFFAIRS

GENERAL COUNSEL AND VICE PRESIDENT FOR LEGAL AFFAIRS

RECALL FROM LAYOFF

-134 Recall is the reinstatement of a laid off employee to active status within the period as defined in the provision on seniority. In the event of recall, the employee will retain the original service date but will not receive service credits for the period of layoff. Accrued sick leave will be reinstated when the employee returns to work. Copies of notices of recall shall be sent to the Association President.

-135 To be eligible for recall from layoff, the employee must satisfy the following requirements:

Must be a regular employee.

Must have been scheduled to work half-time or more.

Must have completed the probationary period.

-136 Employees with the greatest length of service will be recalled to vacant positions first, provided they are capable of performing the duties of the position within a ninety (90) day evaluation period. An employee who meets the minimum requirements for a vacant position and who is denied the ninety (90) day evaluation period shall receive written reasons why the employee was not selected for the evaluation period with a copy to the President of the Association. An employee who does not successfully complete the ninety (90) day evaluation period shall be returned to layoff status.

-137 An employee on layoff status will lose all recall rights and be terminated upon the occurrence of any of the following:

Refusal to be available for an interview.

Refusal to accept a position offered if the salary offered is equivalent to eighty percent (80%) or more of the employee's salary before layoff.

Expiration of the recall eligibility period referred to in the provision on seniority.

LAYOFF TRANSITION ADJUSTMENT

-138 Effective 10-1-87 an employee shall be eligible for a Layoff Transition Adjustment if the affected employee meets the following eligibility requirements:

- A. The Employee must have six (6) or more years of service at the time of layoff.
- B. The Employee must actually be laid off.
- C. The Employee must be willing to take a position paying at least 80% of current salary.
- D. The Layoff Transition Adjustment is not payable until after the affected Employee is on layoff for a minimum of 120 calendar days.

-139 In the event the laid off employee meets the criteria set forth above, the employee may at his/her option, elect to accept a Layoff Transition Adjustment based on the following schedule:

University Seniority	Transition Adjustment
6 years	4 weeks salary
7 years	5 weeks salary
8 years	6 weeks salary
9 years	7 weeks salary
10 years	8 weeks salary
11 years	9 weeks salary
12 years	10 weeks salary
13 years	11 weeks salary
14 years	12 weeks salary
15 years	13 weeks salary
16 years	14 weeks salary
17 years and over	15 weeks salary

-140 An employee who elects to receive the Layoff Transition Adjustment will no longer be eligible for recall. An employee who may be eligible for University Retirement may elect the Layoff Transition Adjustment and still be eligible for all benefits afforded a retiree.

TERMINATION

- -141 In case of termination, benefits will be affected as follows:
 - 1. Optional benefits will continue in force until the end of the month following the month in which the last deduction and/or contribution is made toward these benefits.
 - 2. The Long-Term Disability, Expanded Life, Travel Accident and Dental coverages cease on the last day of active employment.
 - 3. Health care coverage under the Blue Cross/Blue Shield, Blue Care Network/Health Central, or Physicians Health Plan (PHP) may be converted to a direct pay plan by contacting the company involved within thirty-one (31) days.
 - 4. Employee-Paid Life and Expanded 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, 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. Details are available in the Benefits Office.

UNUSED SICK LEAVE CREDITS

-142 A laid-off employee whose recall rights have expired and who is not otherwise eligible for payout of accrued sick leave under Paragraph 284 and 286 of this Agreement may receive partial payment for unused sick leave credits according to the schedule below.

University Seniority	Sick Leave Payout	
2 years through 10	Unused sick leave, not to exceed one-	
years	eighth (1/8) of up to 1200 hours	
11 years through 15	Unused sick leave, not to exceed one-	
years	quarter (1/4) of up to 1200 hours	
16 years through 20	Unused sick leave, not to exceed three-	
years	eighths (3/8) of up to 1200 hours	
More than 20 years	Unused sick leave, not to exceed one-half (1/2) of up to 1200 hours	

-143 For purposes of Paragraph 142, "University Seniority" is that which existed as of the effective date of the layoff.

-144 An employee who receives payment for unused sick leave under this section may also receive a Layoff Transition Adjustment, provided that eligibility requirements for that program have been met.

FILLING VACANT POSITIONS

-145 The University agrees to the principle of career development of its employees and will, in good faith, encourage career concepts of employment.

PROCEDURE

-146 The recruitment of applicants and the filling of vacant positions is the responsibility of the Employer. All vacancies will be posted except those filled under bypass procedures extended to those individuals returning from leave of absence (other than medical), on Long Term Disability, Extended Disability, Workers Compensation and for laid-off employees. All candidates who possess the posted qualifications shall be considered. The Office of Human Resource Services will provide employing departments with a list of the candidates. If Employment determines an applicant to be not qualified for a posted position, the employee will be notified immediately. In any instance where there are five (5) or more on-campus bargaining unit candidates possessing the posted qualification, at least five (5) of said candidates apply and possess the posted qualifications, each shall be interviewed.

INTERVIEWS

-147 The responsibility for determining which candidates shall be interviewed will reside with the employing department. This determination will be based upon information obtained from the candidates' credentials. The department should take longevity of service into account when determining who will be interviewed, but ability to do the work shall be the prime factor for setting the interview list.

-148 The Association shall be provided with a copy of the Position Vacancy Record which will contain the reasons for selection and non-selection. This shall be done in a timely manner. If the procedures outlined above have been followed, the determination will not be grievable.

CLASSIFICATION/RECLASSIFICATION OF POSITIONS

-149 The Employer establishes and maintains a system for the evaluation and classification of all bargaining unit positions. The authority to classify new positions, reclassify existing positions and eliminate positions is vested in the Office of Human Resource Services.

NEW CLASSIFICATIONS AND RATES

-150 When a classification is established or modified, the grade level for the classification shall be fixed by the Employer and the Association shall be notified prior to implementation. The compensation level shall be in conformity with rates established for positions of similar responsibility. If there is a disagreement over the compensation assigned the position, a special conference may be scheduled with the Office of Employee Relations. If the disagreement is not resolved, the Association may file a demand for arbitration within fourteen (14) calendar days of the special conference. The Arbitrator shall be limited to determining the appropriateness of the compensation level assigned the position but shall be without power to assign a compensation level for the classification.

RECLASSIFICATIONS

-151 The Unit Administrator will normally initiate requests for position reclassification. However, requests may be initiated by the Association. Such requests shall be directed to the Assistant Vice President for Human Resources whose decision on the request shall not be subject to review or grievance. If a request made under this paragraph is not approved, written reasons will be provided the Association. An employee whose position is reclassified will not be required to serve either a new probationary period or trial period.

SALARY RATE

-152 The salary of an employee whose position is reclassified to a higher grade level shall be no less than the minimum salary of the higher grade level.

PROMOTION/DEMOTION

PROMOTION

-153 A "promotion" is defined as the movement of an employee to a higher grade level. An employee promoted one grade level shall receive a minimum salary increase of five percent (5%) or placed at the minimum rate for the new level--whichever is greater. An employee promoted two (2) or more grade levels shall receive a minimum salary increase of ten percent (10%) or placed at the minimum rate for the new grade level--whichever is greater. The Employer is not prohibited from giving APSA employees salary increases that exceed these minimums.

DEMOTION

-154 A "demotion" is defined as the movement of an employee to a lower grade level other than by reclassification. The pay rate of an employee who is demoted will be reduced by five percent (5%) if the grade level is lowered one grade level and ten percent (10%) or more if the grade level is lowered two (2) or more grade levels. The Employer may make exceptions to this provision when deemed appropriate.

PROBATIONARY/TRIAL PERIOD

PROBATIONARY PERIOD

-155 Employees shall serve a one (1) year probationary period commencing at the time of hire as a new employee with the University or entry into the bargaining unit from other University employment.

WRITTEN EVALUATIONS

-156 Written evaluation(s) shall be prepared by the probationary employee's supervisor, summarizing overall job performance, which shall be reviewed with the employee.

REPRESENTATION

-157 The Association shall represent probationary employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment; however, no matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance or arbitration procedures.

TRIAL PERIOD

-158 An employee who changes classification within the bargaining unit shall serve a six (6) month trial period, which trial period may be extended by the Employer for an additional six (6) months upon providing to the employee written notice with reasons, with copy to the Association not less than thirty (30) calendar days prior to the completion of the original six (6) month trial period. The determination to extend the six (6) month trial period for an additional six (6) months shall not be grievable. -159 In the event the trial period is unsatisfactory or the employee does not wish to continue in the position, every effort will be made to return the employee to a former grade level and comparable classification.

SENIORITY

DEFINITION

-160 Seniority is defined as the length of continuous employment, except as provided below, starting with the original date of hire with the University. Periods of authorized leaves of absence do not cause loss of seniority.

LOSS OF SENIORITY

-161 Seniority rights are relinquished by the employee for the following reasons:

- A. Voluntary resignation.
- B. Retirement.
- C. Termination for just cause.
- D. Failure to accept recall from layoff provided the position offered was at a comparable compensation grade level to provide the employee eighty percent (80%) or more of his/her salary earned at the time of layoff.
- E. Failure to return from leave of absence.
- F. Failure to be recalled from layoff based on the following:

University Seniority	Recall Rights
0 to 2 years	Length of University Seniority
2 to 10 years	2 years
10 to 15 years	3 years
15 to 20 years	4 years
20 years plus	5 years

-162 Employees who return(ed) to the University more than twelve (12) months after terminating will receive credit for past service after working for five (5) additional years. Such prior service credit can only be applied toward retirement.

-163 Employees will receive service month credit for part-time service to qualify for retirement benefits.

-164 Employees returning to employment with the University within twelve (12) months of termination from University employment shall receive credit for all past seniority upon successful completion of a six (6) month trial period.

OFFICIAL PERSONNEL FOLDER(S)

RIGHT TO EXAMINE

-165 Each employee shall have the right, upon request, to examine the content of her/his own Official Personnel Folder(s), the only exclusion being confidential pre-employment credentials of an evaluative nature.

PROCEDURE

-166 The employee shall make an appointment with the responsible managerial personnel to examine her/his Official Personnel Folder(s). Managerial personnel shall be present when the employee examines her/his Official Personnel Folder(s) and the employee may be accompanied by a representative of the Association if the employee so desires. The employee may designate in writing her/his desire to have a representative of the Association examine her/his file in her/his absence in a disciplinary matter, and the designated representative shall be allowed to examine the Official Personnel Folder(s).

NOTICE AND EMPLOYEE STATEMENTS

-167 No derogatory statement about an employee of which the employee would not normally have a copy or be aware, shall be filed in the employee's Official Personnel Folder(s) unless the employee is provided a dated copy. The employee has the right to submit a statement(s) concerning negative evaluative reports for inclusion in the Official Personnel Folder(s). Brief statements may be submitted for inclusion in the employee's Official Personnel Folder(s).

PAST DISCIPLINARY ACTION

-168 Upon an employee's written request to the Office of Human Resource Services, any records of disciplinary action which occurred more than eighteen (18) months prior to the request shall be removed from the Official Personnel Folder(s), if the employee's performance has been satisfactory within the past eighteen (18) months. This section may not be used to remove performance evaluations from the Official Personnel Folder(s).

ABSENCES

PROCEDURE

-169 When absent from work, the employee must make every effort to notify his/her supervisor of the reason prior to the beginning of a tour of duty. If the absence is to continue beyond the first day, the employee must notify his/her supervisor on a daily basis unless otherwise arranged and specifically approved by his/her supervisor. Failure to comply with this provision for three (3) consecutive work days will be cause for termination except for extenuating circumstances acceptable to the Employer.

LEAVES OF ABSENCE

ABSENCES WITHOUT PAY [TEN (10) DAYS OR LESS]

-170 Excused absences without pay less than ten (10) days may be granted by the immediate supervisor but shall not exceed ten (10) consecutive days unless approved as a leave of absence. Normally excused absences without pay will not exceed ten (10) working days in each fiscal year.

-171 Excused absences without pay will not require the use of accrued paid time (i.e., personal leave or vacation), except for failure to report to work due to inclement weather.

ABSENCES WITHOUT PAY INCLUDING LAYOFF [EXCEEDING TEN (10) DAYS]

-172 All leaves of absence must be approved by the supervisor, administrative head of the unit and the Office of Human Resource Services. They may be taken for reasons as specified below.

-173 During an unpaid leave of absence or layoff, an employee will not accrue vacation or sick leave nor be eligible for any payments for time off work provided by this Agreement (except excused absences without pay).

-174 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during leaves of absence or extensions and layoffs.

-175 The employee must consult with the Benefits Division about maintaining status in employee benefit programs during leaves of absence without pay subject to and consistent with these program conditions.

USAGE

-176 Eligible employees with the approval of their supervisor(s) and the Office of Human Resource Services may be authorized to take an unpaid leave for up to two (2) years for the following:

- A. Sickness and disability.
- B. Settlement of an estate.
- C. Serious illness of a member of the employee's family as defined under the funeral leave provisions of this Agreement.
- D. Child care when the employee is the parent or designated guardian.
 - *i.* Parent or guardian must provide evidence that the child needs special care.
 - *ii.* Evidence demonstrating that only the parent or guardian can deliver this special care.
 - Such special care would require absence from work.
- E. Governmental service, if elected to a full-time term of office and if holding an elective office. Subsequent elections shall extend to this leave.
- F. Educational leave after two (2) years of employment.
- G. To accompany spouse when spouse accepts University reassignment from MSU.
- H. Extended vacation after two (2) years of employment.
- Employees who become parents of or who adopt a child shall be entitled to parental or adoption leave of up to three (3) months, with job return rights, to commence on or before the date of birth or the date of adoption as determined by the employee.

J. Other reasons deemed appropriate by the Employer.

-177 The Employer, at its option and without cost to the employee, may require that a designated physician(s) examine the employee before returning the employee to active employment.

-178 During an involuntary leave of absence without pay, the employee's position shall not be considered vacant and the employee shall be entitled to return to the position if such return is within ninety (90) days of the commencement of the leave. An involuntary leave is defined as a leave required because of illness or incapacitation - medically certified.

EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

-179 Employees who are reinstated in accordance with the Universal Military Training act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay) in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

-180 An employee who fails to notify the Employer within thirty (30) calendar days of the expiration of a leave of absence in excess of one (1) year duration, will be given written notice within twenty-one (21) calendar days prior to the expiration of said leave.

-181 Upon application, a military leave of absence (without pay) will be granted to employees who are employed in other than temporary positions. This applies to employees who are inducted through a selective service system of voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States.

COMPENSATION PROGRAMS

GENERAL INCREASE 1994

-182 A two and one-half (2.5%) percent lump sum payment on total compensation earned from January 1, to December 31, 1994, will be made available for all employees who have completed a least one (1) year of service as of December 31, 1994. The University will make its ten (10%) percent retirement contribution on this lump sum payment. The employees shall make their five (5%) percent retirement contribution. The lump sum payment applies only to non-probationary employees and the lump sum base will be increased to include the probationary employees' payment to the non-probationary employees.

GENERAL INCREASE 1995

-183 Effective October 1, 1995, two (2%) percent general salary increase funds calculated from the September 30, 1995, total salary base will be made available for employees who have completed at least one (1) year of service on the effective date of increase.

-184 All funds made available by the Employer for general merit increases shall be expended on salaries of employees in the bargaining unit. A merit/general wage increase program, suspended for the duration of this Agreement (which is for the term October 1, 1994, through September 30, 1997), will be reinstated in the successor Agreement.

GENERAL INCREASE 1996

-185 Effective October 1, 1996, three (3%) percent general salary increase funds calculated from the September 30, 1996, total salary base will be made available for employees who have completed at least one (1) year of service on the effective date of increase.

-186 All funds made available by the Employer for general merit increases shall be expended on salaries of employees in the bargaining unit. A merit/general wage increase program, suspended for the duration of this Agreement (which is for the term October 1, 1994, through September 30, 1997), will be reinstated in the successor Agreement.

SALARY PROGRESSION PROGRAM

-187 Progression increases will be given to employees who have completed at least one (1) year of University service on January 1, 1992, and each January 1 thereafter, or upon satisfactory completion of one (1) year's service; whose current performance is determined to be not less than satisfactory; and whose salary is less than one hundred twenty-five (125%) percent of the minimum hiring level.

-188 For the term of this Agreement eligible employees have an opportunity to reach one hundred twenty-five percent (125%) of the minimum hiring rate for their level. Attainment of the one hundred twenty-five percent (125%) level will be achieved in increments of three (3%) percent up to the one hundred twenty-five (125%) percent level, to become effective January 1, 1992. Employees will not receive progression increases if they have less than a satisfactory overall rating on the latest employee evaluation.

-189 Special merit increases may be granted during the budget year with appropriate approvals.

MINIMUM HIRING LEVELS

-190 Minimum hiring levels will be determined by the Employer.

SALARY SCHEDULES

	Effective October 1, 1994		
Grade Level	Minimum	Automatic Progression Level	
8	\$22,433	\$28,041	

Effective October 1, 1994		
Grade Level	Minimum	Automatic Progression Level
9	24,237	30,296
10	26,166	32,708
11	28,271	35,339
12	30,528	38,160
13	32,959	41,199
14	35,595	44,494
15	38,444	48,055
16	41,517	51,896
17	44,838	56,048

Effective October 1, 1995		
Grade Level	Minimum	Automatic Progression Level
8	\$22,882	\$28,602
9	24,722	30,902
10	26,689	33,362
11	28,836	36,046
12	31,139	38,923
13	33,618	42,023
14	36,307	45,384
15	39,213	49,016
16	42,347	52,934
17	45,735	57,169

Effective October 1, 1996		
Grade Level	Minimum	Automatic Progression Level
8	\$23,568	\$29,460
9	25,464	31,829
10	27,490	34,363
11	29,701	37,127
12	32,073	40,091
13	34,627	43,284
14	37,396	46,746
15	40,389	50,486
16	43,617	54,522
17	47,107	58,884

NEW MINIMUM RATES

-191 Employees who are below the new minimum for their classification level will be brought to the new minimum. The new minimum rates are effective as of October 1, 1991.

OVERTIME

-192 Bargaining unit employees in grade levels APSA 8, 9, 10, and 11, will receive overtime payment or compensatory time off at the rate of time and one-half (1-1/2) for scheduled hours worked in excess of forty (40) in a work week. Employees shall have the right to indicate their preference for pay or compensatory time for overtime worked. If an employee wishes to receive compensatory time, the request must be approved by the Unit Administrator.

-193 In health care delivery facilities where biweekly work schedules of eighty (80) hours are maintained, overtime pay or compensatory time off will be given for any scheduled hours worked in excess of eighty (80) hours in a biweekly period.

-194 Paid time (vacation, sick leave, holiday, personal leave, compensatory time, jury duty, military leave and funeral leave) is considered as time worked for the purpose of overtime computation. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

-195 Employees who are called upon to perform special services not usually a part of their regular duties and/or responsibilities and who perform these services outside of their normal work schedules will receive payment in accordance with policies of the Employer. Unit Administrators or designees are responsible for the approval of overtime prior to the performance of overtime work. Approval means time worked as directed by the employee's supervisor and does not include casual or unscheduled time spent at work beyond the normal work day or work week.

-196 Employees at grade level APSA 12 and above are not eligible for overtime pay. However, where unusual staffing and work requirements exist, the Unit Administrator may approve compensatory time off equal to the number of overtime hours worked.

LONGEVITY PAY

-197 A longevity pay plan to recognize long term employment is provided after six (6) years of continuous service with the University to regular staff working half time or more.

-198 The longevity year is the twelve (12) month period beginning October 1 of each year, and ending September 30. The last date of hire will be used as the longevity date. The employee must be engaged in active employment for thirty-nine (39) calendar weeks (273 calendar days) and be on the payroll as of October 1 of the longevity year. Six (6) years or more of continuous service as of October 1 of the longevity year is required for eligibility.

-199 Eligible employees who have periods of inactive service totaling ninety-three (93) days or more during a longevity year will not receive a longevity payment that year and will have the longevity date adjusted for future years.

-200 Military leave of absence will not adjust the longevity date.

^{&#}x27; Refer to Letter of Agreement, page 101.

-201 Full-time Employees who terminate prior to October 1 who are sixty-five (65) years of age and have five (5) or more years of full-time service, or who meet the minimum University retirement requirements will receive a prorated longevity payment.

-202 Employees who are not on the active payroll due to layoff, but who otherwise meet the eligibility criteria, will receive a longevity payment.

-203 Employees who are on leave of absence on October 1, but otherwise meet the eligibility criteria, will receive a longevity payment upon return to work. Payment is scheduled annually on the first working day of December and is computed as a percentage of the employee's annual base rate of pay as of September 1 of the calendar year in which the longevity payment is made. Base rate of pay shall not include overtime or premium pay.

-204 If an employee is not on the payroll September 1, the rate to be used is the employee's rate of pay upon his/her return. Longevity pay shall not exceed the longevity pay schedule.

Years of Continuous Service	Annual Longevity Pay % of First \$9,500 of Annual Wage
6 through 9 years	2%
10 through 13 years	3%
14 through 17 years	4%
18 through 21 years	5%
22 through 25 years	6%
26 or more years	8%

-205 PAYMENT SCHEDULE:

-206 Three-quarter (3/4) time employees: Percentage of first \$7,125 of annual wage.

-207 One-half (1/2) time employees: Percentage of \$4,750 of annual wage.

BENEFIT OVERVIEW

-208 This section presents a broad overview of the various benefit plans, education and retirement programs available to employees and eligible dependents. Each benefit plan is described briefly on the following pages. Complete information and descriptive details of benefits may be obtained from the Benefits Office or the referred division within Human Resource Services. If there is any misunderstanding regarding any of the programs described below, the provisions of the Master Contracts on file will prevail.

-209 Wherever the term "full-time employee" is used, this is understood to include those employees on flexible appointments.

HEALTH BENEFITS

HEALTH CARE COVERAGE

-210 Employees working half-time or more may enroll for health care coverage through the traditional or health maintenance organization options. Present options are Blue Cross/Blue Shield of Michigan (BCBSM), Blue Care Network-Health Central and Physician's Health Plan. Employees should enroll within sixty (60) days of employment or appointment to an eligible status or during annual open enrollment or, in some cases, by statement of health. Enrollment forms are available through the Benefits Office.

-211 The indemnify plan is Blue Cross/Blue Shield of Michigan (BCBSM) Plan which provides coverage for semi-private hospital room charges up to three hundred sixtyfive (365) days; additional hospital expenses including intensive care and recovery room; anesthesia and surgical charges; diagnostic, X-ray and lab tests; master medical services such as physician office visits for illness subject to a twenty (20%) percent co-pay and an annual One Hundred (\$100.00) Dollar per person/Two Hundred (\$200.00) Dollar per family deductible amount; an outpatient mental health benefit subject to the master medical annual deductible and a fifty (50%) percent co-pay; mental health benefits are subject to annual and lifetime maxima. Master medical benefits are subject to a One Million (\$1,000,000.00) Dollar lifetime maximum per person.

-212 Employees enrolled in the traditional plan receive a Three (\$3.00) Dollar co-pay prescription drug rider.

-213 The University reserves the right to change health plan administrators other than health maintenance organizations, to provide health care coverage for employees in the unit. However, benefit levels shall not be reduced but may be improved.

-214 The University will contribute the full premium toward the single, 2-person and family coverage for regular full-time employees enrolled in the traditional health care plan. Regular one-half and three-quarter time employees receive a University contribution toward their traditional or HMO premium, equal to one-half or three-quarters respectively of the University contribution for traditional family coverage for full-time employees. Where the University contribution is less than the monthly premium, the employee will pay the difference in premium through payroll deduction.

-215 Full-time employees enrolling in an HMO will receive the University contribution amount for the traditional family plan toward the HMO premium. In the event that the HMO premium is greater than the amount the University would contribute, the employee will pay the difference in cost through payroll deduction.

-216 Employees upon providing evidence of other health care coverage, employees eligible for MSU health care coverage are eligible to waive the MSU health care coverage each year during the annual health care plan open enrollment to be effective July 1 through June 30. Employees waiving coverage receive up to a Six Hundred (\$600.00) Dollar payment made in the month of July of the next plan year. Reenrollment into the MSU health care plan will be allowed during the year if proof of involuntary loss of other health care coverage is provided within thirty-one (31) days of loss of coverage. The individual would no longer be eligible for the full lump-sum payment.

-217 While the employee is on layoff, the Employer will make its normal contribution toward the cost of the health care coverage premium for the two (2) months beyond the month of separation due to layoff.

-218 Effective July 1, 1997, a cap on the Employer contribution of Six Hundred Six (\$606.00) Dollars per month for family coverage is established for all plans. The University will obtain rate information to be effective July 1, 1997, by March 1, 1997, or as soon thereafter as possible. The University will notify the Association and will enter into immediate contract negotiations to address the impact of the new rates. The indemnity plan, BCBSM, will remain in effect for the period from July 1, 1994, through June 30, 1997.

-219 Effective July 1, 1996, the HMO Physician's Health Plan will be modified to a Five (\$5.00) Dollar co-pay plan and a Four (\$4.00) Dollar per prescription co-pay.

-220 Effective July 1, 1996, the HMO Blue Care Network-Health Central will be modified to a Five (\$5.00) Dollar co-pay plan and a Three (\$3.00) Dollar per prescription co-pay.

-221 Effective July 1, 1997, the HMO's Physician's Health Plan and Blue Care Network-Health Central will be modified to a Ten (\$10.00) Dollar co-pay and a Five (\$5.00) Dollar per prescription co-pay.

-222 The parties agree to establish a joint health care committee to address health care issues, such as, but not limited to alternate plans and cost containment measures. At quarterly meetings, summaries of the committee activities will be provided. Appropriate release time for three (3) committee members shall be provided by the Employer. Expenses for seminars or conferences of the committee will be

jointly shared. The committee shall be comprised of three (3) representatives each from the Employer and the Association. The Benefits Office will act as support to the Committee.

-223 Co-pays and premium shares, if any, for members of the Association, shall not be more than those applicable to other University employee groups, represented and unrepresented.

DENTAL PLAN

-224 The University provides a dental plan for all regular full-time and part-time employees and official Michigan State University retirees.

-225 Dental coverage is provided for eligible employees, retirees, survivors of retirees, and eligible dependents. The plan pays fifty percent (50%) of usual and customary charges for most dental services as defined in the Master Policy.

-226 Benefit payments are limited each calendar year to Six Hundred Dollars (\$600) for each person. Orthodontic services are covered for persons under age nineteen (19) and are limited to a separate lifetime maximum of Six Hundred Dollars (\$600). Under the current provisions, the University pays the entire cost of the plan for full-time employees, with a proportional contribution for part-time employees.

-227 No application is necessary and coverage is automatic upon employment for full-time employees. Part-time employees must enroll within sixty (60) days of initial employment if coverage is desired. Coverage terminates on the employee's last day of employment unless the employee is an official Michigan State University retiree. This benefit continues for employees on layoff or on approved leave of absence.

-228 Dependent coverage terminates as above. In addition, certain changes in dependent status will terminate coverage for dependents. No conversion is possible.

-229 A Dental HMO option will be offered to employees in the bargaining unit effective July 1, 1995. The premium cost of the Dental HMO shall not be greater than the cost of the traditional Delta Dental Plan premium.

INSURANCE PROGRAMS

EMPLOYEE PAID LIFE PLAN

-230 The University provides an optional employee-paid life program for regular full-time staff. The benefit is payable in the event of death.

-231 Eight plans of coverage are offered. Four of the plans provide "fixed" amounts of life coverage based upon flat monthly premiums. The other four options provide "salary indexed" life benefits which are a multiple of annual salary. Contributions for the salary indexed options are a percent of salary. Benefits may also be selected for eligible dependents. The benefit is decreasing term with no cash or loan value. The program is entirely funded from employee contributions and rates are subject to future group experience.

ACCIDENTAL DEATH AND DISMEMBERMENT

-232 The University provides an Accidental Death and Dismemberment option for regular full-time staff. The benefit is payable, in whole or in part, in the event of accidental death, dismemberment, or loss of sight. Benefit coverage may be selected in varying amounts depending on the plan selected. Accidental Death and Dismemberment may also be selected for eligible dependents in the following manner:

Spouse coverage: Forty percent (40%) of employee coverage (50% if on the date of the accident the insured has no dependent children insured).

Children coverage: Five percent (5%) of employee coverage (10% if on the date of the accident the employee has no spouse insured).

-233 The program is entirely funded from employee contributions, and rates are subject to future group experience.

EXPANDED LIFE PLAN

-234 The University provides an Expanded Life Plan for regular full-time staff. The benefit is payable in the event of death. The benefit is an amount of insurance equal to the employee's basic annual salary. The maximum benefit is Fifty Thousand Dollars (\$50,000). The University pays the entire cost of the coverage and no application is necessary. Coverage is automatic and effective the first work day of employment.

TRAVEL ACCIDENT PLAN

-235 The University provides a Travel Accident program for all employees. The benefit is payable in the event of accidental death, dismemberment, or loss of sight while traveling on or off-campus on University business.

-236 The maximum benefit is fifty thousand dollars (\$50,000). The University pays the entire cost of the benefit. Coverage is automatic upon employment and will terminate on the employee's last day of active employment. No conversion is possible.

RETIREE/OVER 65 LIFE PLAN

-237 The University provides a death benefit of two thousand dollars (\$2,000) for regular full-time staff who were insured under the employee-paid life plan prior to July 1, 1976, and have maintained continuous coverage in that program.

-238 Eligible staff shall have a death benefit of two thousand dollars (\$2,000) upon attainment of age sixty-five (65) or at official University retirement, whichever occurs first. The University pays the cost of the benefit. Coverage is automatic once the participation requirements are met.

LEAVES OF ABSENCE WITH PAY

GENERAL PROVISIONS

-239 The University grants eligible employees leave of absence with pay in accordance with provisions as stated here. The types of leaves of absence with pay are: funeral leave, holidays, jury duty, military duty, personal leave, sick leave and vacation.

-240 While on leaves of absence with pay, the employee will retain all previously earned benefits, and will continue to accrue vacation and sick leave credits. Compensation will be at the employee's base rate of pay as of the employee's last day of active work. Group insurance benefits and University contributions to benefits programs will continue during leaves of absence with pay.

-241 See sections on benefits for details on types of leaves.

BEREAVEMENTLEAVE

-242 The University grants eligible employees paid time off to attend the funeral and/or make necessary arrangements when a death occurs in the employee's immediate family.

-243 Regular staff working half-time or more are eligible for bereavement leave upon the date of hire, rehire, or change to regular status of half-time or more.

-244 Three (3) consecutive work days 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, grand-child, half-brother, half-sister, step-parent, step-child, step-brother, step-sister, or legal guardian.

-245 One (1) day will be allowed in the case of death of an employee's or an employee's spouse's uncle, aunt, nephew, niece, or a member of the employee's household.

-246 The supervisor may require proof of death and relationship to the deceased before approving payment. A maximum of eight (8) hours' pay may be made for each day of absence. Each hour paid to an employee shall be paid at the employee's straight time base rate of pay, and shall not include shift premium or other premium payment. This benefit is payable only to active employees whose absence from work is due solely to the death in the employee's family and will not be paid in lieu of other types of paid leave.

-247 Part-time employees will be paid only for the hours scheduled to work but not worked because of the death.

-248 Allowed bereavement leave may be taken any time during the period including the day of death and the day following the funeral.

-249 The supervisor may grant permission to a reasonable number of employees to attend the funeral or serve as pallbearers for a deceased employee or former employee, without loss of pay.

HOLIDAYS

-250 The University grants eligible employees paid holidays from work with no loss in pay. Regular staff working half-time or more, and temporary staff working half-time or more and scheduled to work receive the following nine (9) days as holidays:

New Years (2 days)	Thanksgiving
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas (2 days)
Labor Day	Line and a second state of the reason of the second s

-251 Each year the University designates the dates on which the holidays are to be observed. The additional days at Christmas and New Year's are observed either before or after the legal holiday.

-252 An employee is eligible for the holiday pay at the date of hire, rehire, or change to regular status of half-time or more. The employee must be on active status at the time the holiday occurs. The benefit is not payable to employees who are on leave of absence without pay, regular Worker's Compensation, layoff or disciplinary action. Holiday pay is not payable if the employee has an unexcused absence on either the day before or the day after the holiday.

-253 A maximum of eight (8) hours' pay may be received for each holiday. Each hour paid to an employee shall be paid at the employee's base rate of pay, and shall not include any other premium payment.

-254 When a holiday falls during an employee's vacation or paid sick leave, the employee will receive holiday pay and no charge will be made to accrued sick leave or vacation time. Part-time employees will be paid only for the hours scheduled to work but not worked because of the holiday. When a holiday falls on an employee's non-work day and no other day is designated by the University, an alternate day off will be given. Time and one-half (1-1/2) is paid for those eligible to receive overtime for work performed on the observance date of the holiday, and not on the calendar date of the holiday, if different. In addition, an alternate day off will be given.

JURY DUTY PAY

-255 The University recognizes the civic responsibility of employees to serve on jury duty and makes provision for eligible employees to perform such duty without loss of pay. Employees who are called to testify pursuant to court-issued subpoenas will receive jury duty pay in that event also.

-256 Benefit begins on date of hire, rehire, or change to regular status of half-time or more. The employee must notify supervision of the call to jury duty as soon as the information is known and must provide proof of the call to jury duty and proof of jury duty pay. The employee is expected to report for regular University duty when temporarily excused from attendance at court. When called to testify, the employee must provide proof of subpoena, and proof of witness fee, or proof that no witness fee was provided.

-257 For each work day of full or partial absence due to jury duty, and provided the employee returns to regular University duty when temporarily excused from attendance at court, the employee will receive the difference in pay between:

Pay received from the court (or witness fees) and,

Regular straight time base pay, excluding shift premium or other premium payment, for the hours absent from work.

-258 If the employee is otherwise eligible for holiday pay, holiday pay may be made if jury duty is interrupted by a legal holiday recognized by the University.

-259 Part-time employees will be paid the difference in pay only for the hours scheduled to work but not worked because of jury duty.

MATERNITY LEAVE

-260 Initially, the employee must submit a letter from a physician giving the projected delivery date. The Office of Human Resource Services will not require further medical documentation covering absences for a pregnancy when they occur within a period of four (4) weeks before the projected delivery date and eight (8) weeks following the delivery date. Beyond these periods, a statement will be required from the employee's physician stating the reasons for the requested leave extension. Leaves associated with pregnancy may be either with or without pay, depending on accumulated sick leave or vacation leave.

MILITARY DUTY PAY

-261 The University recognizes the value of the military reserve and makes provision for eligible employees to attend short term military duty without loss of pay.

-262 The University will pay the difference between the employee's military pay and base pay, if the employee's military pay is less, for up to fifteen (15) calendar days when ordered to active duty for training, and for up to ten (10) additional calendar days, when ordered to active duty for the purpose of handling civil disorders, per fiscal year.

-263 Eligibility begins on date of hire, rehire, or change to regular status of half-time or more. The employee must notify supervision of the call to military duty as soon as the information is known and must provide proof of the call to military duty and proof of military pay.

-264 For each full work day of absence, the employee will receive the difference in pay between:

- A. Regular military pay less any amounts specifically received for meals, housing, or travel, and
- B. Eight (8) hours of regular pay at the base rate of pay excluding shift premium or other premium payment.

-265 An employee may use accrued vacation time in addition to receiving military duty pay. Part-time employees will be paid the difference in pay between the total military duty pay received and the employee's base pay for the total hours scheduled to work but not worked because of the military duty, if the military duty pay is less.

PERSONAL LEAVE DAYS

-266 The University grants eligible employees paid time off in order to attend to personal matters. Employees on the payroll as of July 1, will be credited with twenty-four (24) hours of personal leave for use during the fiscal year (July 1 - June 30). Employees who are hired, rehired, or change to regular status of half-time or more during the fiscal year will be credited with personal leave as follows:

On the Payroll	Full-Time	3/4 Time	1/2 Time
July 1 - December 31	24	18	12
January 1 - March 31	12	9	6
April 1 - May 31	6	4.5	3
June 1 - June 30	0	0	0

-267 Eligibility begins on date of hire, rehire, or change to regular status of half-time or more. Personal leave days should be approved by the employee's supervisor, in advance if possible. Personal leave is to be taken and reported in one (1) hour increments. A maximum of eight (8) hours' pay may be made for each day of absence; may vary for persons on a flexible appointment. Each hour paid to an employee shall be paid at the base rate of pay and shall not include shift premium or other premium payment. The employee may use all personal leave days before commencing a leave of absence without pay. Personal leave days may be used to supplement Worker's Compensation up to a maximum of eight (8) hours' total pay for each day of absence. Personal leave days may not be used to provide payment for absence due to disciplinary suspension.

-268 Part-time employees will be paid only for the hours scheduled to work but not worked because of the approved absence. Personal leave credits may not be carried forward to the next fiscal year. No payment for unused personal leave credits will be made when the employee terminates.

SICK LEAVE

GENERAL PROVISIONS

-269 The University grants regular staff working half-time or more and temporary staff working half-time or more, paid time off due to illness. Employees accrue sick leave credits in accordance with the following requirements.

-270 Employees begin earning sick leave credits upon hire or rehire. Full-time employees accrue sick leave at the rate of four (4) hours for each completed two (2) weeks of service (104 hours annually). Service includes work time and "Leave of Absence with Pay" time, but does not include:

Leave of absence without pay.

Regular Worker's Compensation.

Layoff.

Disciplinary suspension.

-271 Sick leave is credited at the end of each month and may accumulate to a maximum of one thousand two hundred (1,200) hours.

-272 Sick leave with pay may be used for the following reasons:

- A. Personal illness or incapacity over which the employee has no reasonable control which prohibits the performance of the duties of the employee's job.
- B. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- C. To complete appointments for medical or dental treatment when it is not possible to arrange such appointments for non-duty hours.
- D. An employee may use accrued sick leave credits not to exceed twenty-four (24) hours in a fiscal year for the illness

of a member of the immediate family as defined in Paragraph 244 of a member of the employee's household. An additional sixteen (16) hours may be used for the care of dependent children, spouse or parents or a member of the household who is ill. The total number of hours shall not exceed forty (40).

E. Illness or incapacity associated with pregnancy (see Maternity Leave Section).

-273 A physician's statement may be required prior to approval of payment of sick leave. Payment of sick leave is authorized in tenths of an hour. Reporting of cumulative sick leave usage is made in full hour increments.

-274 A maximum of eight (8) hours pay may be made for each day of absence; this may vary for persons on a flexible appointment. Each hour paid to an employee shall be paid at the base rate of pay, and shall not include shift premium or other premium payment.

COORDINATION WITH OTHER TYPES OF PAY OR BENEFITS

-275 Employees must utilize any accrued sick leave credits, and optionally may thereafter use vacation and personal leave day credits, prior to being placed on an unpaid leave of absence due to illness/disability.

-276 The University, for cause, may direct an employee to go on sick leave.

-277 Employees may be required to obtain approval from the University physician before returning to work.

-278 Worker's Compensation benefits will be supplemented by accrued sick leave credits as necessary to maintain the employee's total income at an amount equivalent to eight (8) hours of pay at the base rate of pay for each day of absence.

-279 University designated holidays falling within an employee's paid sick leave will not be charged to sick leave.

FULL-TIME/PART-TIME STATUS CONSIDERATIONS

-280 Part-time employees scheduled to work twenty-six (26) hours per week but less than thirty-six (36) shall be credited with seventy-five percent (75%) of the sick leave accruals shown above for full-time employees.

-281 Part-time employees scheduled to work twenty (20) hours per week but less than twenty-six (26) shall be credited with fifty percent (50%) of the sick leave accruals shown above for full-time employees.

-282 Part-time employees will be paid only for the hours scheduled to work but not worked because of the sick leave.

OTHER PROVISIONS

-283 An employee will not receive payment for unused sick leave when terminating, except when retiring as stated below.

-284 Full-time employees meeting the University's minimum retirement requirements shall be paid for fifty percent (50%) of unused sick leave, but not to exceed a maximum of fifty percent (50%) of twelve hundred (1200) hours, as of the effective date of separation.

-285 Full-time employees who do not meet the University's minimum retirement requirements but have at least five (5) years, but less than ten (10) years of continuous service, and have attained sixty-five (65) years of age at the time of separation, shall be paid fifty percent (50%) of unused sick leave as of the effective date of separation.

-286 Full-time employees who do not meet the University's minimum retirement requirements but have at least ten (10) years of continuous service, and have attained sixty-five (65) years of age at the time of separation, shall be paid one hundred percent (100%) of unused sick leave as of the effective date of separation, but not to exceed a maximum of one thousand (1000) hours.

VACATION PAY

-287 Accrued Vacation Leave Carryover

Grade Levels Up To and Including 15			
Service Months	Earning Rate	Annual Accrual	Maximum Accrual
Completion of First 6 Months of Service	48 hours		
7th Month through 60th Month	8 hours/month	96 hours	120 hours
61st Month through 120th Month	12 hours/month	144 hours	180 hours
121st Month	16 hours/month	192 hours	225 hours

Grade Levels 16 and Above			
Service Months	Earning Rate	Annual Accrual	Maximum Accrual
Completion of First 6 Months of Service	90 hours		
7th Month	16 hours/month	192 hours	225 hours

-288 Employees at grade levels <u>16 and above</u> will be credited with ninety (90) hours upon completion of the first six (6) months of employment. Thereafter, vacation will accrue at the rate of sixteen (16) hours per month.

-289 Employees accrue vacation pay credits at the rate shown above for each completed month of service. Service includes work time and "Leave of Absence with Pay" time, but does not include:

- A. Leave of absence without pay.
- B. Regular Worker's Compensation.
- C. Layoff.

D. Disciplinary suspension.

USAGE REQUIREMENTS

-290 An employee may take vacation at any time during the year with permission of the supervisor and in accordance with departmental requirements.

Vacation is to be taken and reported in full hour increments.

A maximum of eight (8) hours pay may be made for each day of vacation. May vary for persons on a flexible appointment.

Each hour paid to an employee shall be paid at the base rate of pay, and shall not include shift premium or other premium payments.

University designated holidays falling within the employee's vacation will not be charged to accrued vacation.

While on vacation, an employee may not change usage for time taken for other forms of paid leave.

The employee will normally use all vacation before commencing a leave of absence without pay, except for sickness or disability.

Vacation may be used to supplement worker's compensation up to a maximum of eight (8) hours total pay for each day of absence.

Part-time employees scheduled to work twenty-six (26) hours per week but less than thirty-six (36) shall be credited with seventy-five percent (75%) of the vacation accruals shown above for full-time employees.

Part-time employees scheduled to work twenty (20) hours per week but less than twenty-six (26) shall be credited with fifty percent (50%) of the vacation accruals shown above for full-time employees.

Part-time employees will be paid only for the hours scheduled to work but not worked because of vacation.

Employees are expected and encouraged to take their annual vacation accrual each year. With supervisory approval, an employee may continue to accrue vacation up to the Special Maximum Accrual shown under the Accrual Schedule section. Further accrual beyond this Special Maximum Accrual is not possible and the employee will receive no further vacation credit for months of service completed until the employee reduces vacation credits.

-291 An employee will receive payment for unused vacation when terminating employment.

EDUCATIONAL PROGRAMS

EDUCATIONAL ASSISTANCE

-292 The University provides assistance to enhance an employee's educational and career development needs and goals for regular full-time staff.

TUITION REIMBURSEMENT

-293 Tuition from an accredited educational institution will be reimbursed for six (6) classes up to fourteen (14) credits per MSU academic year upon successful completion of the course(s). A grade of 2.0 or better (or "CR" - credit) is required for a credit course.

-294 Reimbursement for tuition at other institutions shall be no greater than the prevailing MSU resident Lifelong Education rates.

-295 If the employee is covered by benefits such as scholarship or fellowship aid, government aid, GI benefits, or similar assistance, reimbursement will be made only for that portion of the tuition which exceeds the amount of those benefits.

RELEASE TIME

-296 Release time may be granted for up to five (5) hours per week.

ELIGIBILITY

-297 The benefit becomes effective if the first day of class commences after twelve (12) full-time equivalent service months. The employee must have at least a satisfactory rating on the most recent evaluation and must have permission of his/her supervisor and/or department/unit administrator.

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-298 The employee must be admitted to the educational institution where the course work will be taken and must be employed full-time or on a flexible appointment when course work is completed to be eligible for reimbursement.

-299 To receive reimbursement for MSU courses, the employee shall submit the completed Educational Assistance form with departmental approval to the Benefits Office thirty (30) days prior to the start of class. To receive reimbursement for non-MSU courses, the employee shall submit the completed Educational Assistance with departmental approval to the Benefits Office thirty (30) days prior to the start of class and send evidence that he/she has successfully completed the course within fifteen (15) days of the receipt of such evidence.

-300 Reimbursement for the course(s) will be the MSU per credit tuition rate (not to exceed fourteen [14] academic year), plus the MSU Matriculation Fee where applicable.

NON-CREDIT COURSES

-301 Employees may apply for reimbursement and release time for four (4) non-credit courses per academic year. For this purpose, academic year shall be defined as September - August.

-302 Only job-related non-credit courses which are offered through the University Outreach (e.g., Lifelong Education, Continuing Education, Evening College), MSU Computing and Technology Training Programs, Davenport College, Lansing Community College, and High School Adult Education Programs or other Benefits Office approved Educational/Training Programs are reimbursable.

Part-time employees with twelve (12) FTE continuous service months shall be eligible for job-related non-credit courses which are offered only through the MSU Lifelong Education Programs (e.g., continuing education, evening college), MSU Computer Laboratory and Human Resource Development which are held on the East Lansing Campus. Part-time employees shall not be eligible for release time.

-303 If non-credit courses only are being taken during an academic year, reimbursement will not exceed Two Hundred (\$200.00) Dollars per course.

-304 If non-credit courses are being taken during the same academic year as a course as per Paragraph 299 above, the total reimbursement will not exceed the MSU rate per credit for fourteen (14) credit hours.

-305 Employees must document their successful completion of non-credit courses by submitting either (1) a certificate from the course signed by the instructor, or (2) a form provided by the Benefits Office signed by the instructor.

COURSE FEE COURTESY POLICY

-306 It is understood by both parties to this Agreement that the Course Fee Courtesy Policy herein described, shall be identical in all respects, except for the time period for eligibility as described below, to the Course Fee Courtesy Policy in effect for MSU faculty as approved by the MSU Board of Trustees.

-307 Any changes or improvements to the faculty program shall be parallel at the same time in the Administrative Professional Supervisory program.

COURSE FEE COURTESY PROGRAM

-308 Dependent children and spouses of regular full-time employees who have been continuously employed by MSU for a period of sixty (60) full-time equivalent service months, and who are employed prior to the second week of a term or summer session will be entitled to a course fee courtesy. The course fee courtesy consists of the credit of one-half (1/2) of the applicable resident undergraduate course fees.

-309 Dependent children shall be defined as (a) all legally dependent children of eligible staff; and (b) such children who have eligible staff as their legal guardians.

-310 Dependent spouse shall be defined as the legally recognized spouse of a staff member.

-311 Course fees shall be defined as the amount associated with credit hour enrollment and shall not include the registration fee or such fees, taxes and charges as may be collected for third parties.

-312 The course fee courtesy will be granted through the semester in which the 120th credit is attempted provided the dependent child or spouse is registered as a student in good academic standing at Michigan State University in a curriculum leading to the first baccalaureate degree or to a certificate in the Agricultural Technology program. For undergraduate students with transferable credits, the course fee courtesy is granted through the semester in which the combination of transferable credits and Michigan State University credits attempted equals 120. The course fee

courtesy is available only to students enrolled through the on-campus registration process.

-313 The course fee courtesy for dependent children and spouses will be discontinued at the conclusion of the semester or summer session at which the employment of the eligible staff member is terminated. If the dependent child or spouse is enrolled at the time of the eligible staff member's retirement in accordance with Michigan State University retirement policy, commencement of University long term disability, or death, the course fee courtesy will continue in accordance with the provision contained above.

-314 If the dependent child or spouse drops courses or withdraws from school during the refund period, any refund applicable to the course fee courtesy will revert to the University.

-315 Dependent children and spouses of eligible staff on approved leave of absence will be eligible for the course fee courtesy.

-316 This program also covers the surviving dependent children and spouses of eligible staff and retirees.

-317 Application may be made for the entire undergraduate degree (120 credits attempted), unless the student leaves the University and readmission as a student is required.

-318 Student eligibility is based upon the following criteria:

- A. Student applicants must be admitted or readmitted to Michigan State University in accordance with the normal requirements for admission or readmission.
- B. The student must be enrolled in Agricultural Technology or a degree granting program leading to a first baccalaureate degree (No Preference students are eligible).
- C. Credits attempted must total less than 120. Credits attempted will be calculated by adding to the student's total credits earned (which includes transfer credits, P grades and CR grades) the total of credits for repeated courses and/or for courses in which the student received Deferred, Incomplete, N, No Credit and 0.0.

-319 As a scholarship award the Course Fee Courtesy will be considered in determining eligibility for additional financial assistance for those students who also apply for financial aid at Michigan State University. All eligible student applicants will receive the Course Fee Courtesy. However, if other forms of financial aid have been awarded to attend Michigan State University, the aid will be adjusted to reflect the Course Fee Courtesy. Depending on the types of awarded aid as well as when the Office of Financial Aids is informed of eligibility for the Course Fee Courtesy, the adjustment may be made to awarded grants, loan or work eligibility according to the guidelines of the Office of Financial Aids and the student shall be so informed.

-320 Eligibility for other tuition-specific awards (such as the Michigan Competitive Scholarship, Kodak Scholarship or Engineering Cooperative Award) will reduce the Course Fee Courtesy award so that the awards in combination will not exceed assessed tuition.

-321 If the student drops courses or withdraws from school during the refund period, any refund applicable to the Course Fee Courtesy will revert to the University.

-322 Course fees covered through the Course Fee Courtesy Program will be limited to courses published in the Schedule of Courses and its supplements.

-323 Requests for application forms or questions regarding the Course Fee Courtesy Program should be directed to the Benefits Office--353-4434.

TUITION WAIVER

-324 Bargaining unit members who are eligible for educational assistance shall be eligible for a tuition waiver program. This tuition waiver program will be applicable only to those MSU courses enrolled in through the University's on-campus enrollment procedure. As a condition of tuition waiver, an employee must sign an agreement authorizing payroll deduction for the amount of tuition waived to be used in the event she/he does not successfully complete the course(s).

-325 Employees interested in utilizing the tuition waiver program must submit their educational assistance application complete with departmental approval to the Benefits Office thirty (30) days prior to the semester billing date set by the Fees and Scholarships Office. The application must be marked with a request for tuition waiver.

-326 If the above timelines are met and the educational assistance application is approved, the Benefits Office will forward a list of employees eligible for tuition waiver to the Fees and Scholarship Office and to the Association.

-327 Employees will be responsible for all charges in excess of the Matriculation Fee and in excess of six (6) courses up to fourteen (14) total credit hours over the academic year. The Benefits Office will supply the Fees and Scholarships Office with the total credits available for tuition waiver for each eligible employee. In the event the approved course(s) is/are unavailable at the time of registration, other appropriate course(s) may be substituted and the application amended subject to the approval of the department administrator or designee and the Benefits Office.

-328 Employees who have had their tuition waived will authorize the Benefits Office to verify completion of approved courses with the Registrar's Office upon application for waiver. In cases where tuition waivers are withdrawn (e.g., terminated employee, non-approved course, unsuccessful completion), the University will attempt to payroll deduct the waived tuition. If the University is unable to make collection through payroll deduction, the Union agrees to be responsible for the outstanding debt(s).

RETIREMENT BENEFITS

-329 The University provides a contributory retirement program for regular staff working half-time or more. The benefit provides income during retirement and benefit payments in the event of death prior to retirement. Contributions from the employee and the University are paid into an individual contract between the employee and the eligible vendor.

-330 Employees meeting the minimum retirement requirements will remain eligible to maintain group dental and health care and receive the Employer's proportional contribution (see "FTE Service Months" language).

CONTRIBUTIONS

-331 Employee contributions are five percent (5%) and University contributions are ten percent (10%) of the employee's base salary or wage.

-332 The University's contribution is made on a tax-deferral basis, i.e., the employee does not report the University contribution as earned income when filing income tax returns for the calendar year. After retirement, the employee does pay taxes on the amounts received.

-333 An additional portion of the employee's salary may be contributed by the employee on a tax-deferred basis, through payroll deduction, subject to Internal Revenue Service limitations.

-334 Regular employees are eligible for participation in TIAA-CREF, Fidelity Investments or Vanguard Group in accordance with the following policies:

- 1. The program is optional to employees at the time of employment or who are over age sixty-two (62) at the time of employment.
- 2. The program is required as a condition of employment for employees who have attained age thirty-five (35).

 Once required participation commences, it is not possible to withdraw from the University retirement programs while employed at the University.

-335 Employees have a cashability option as described in the Board of Trustees action of February 1, 1991.

WORKER'S COMPENSATION AND DISABILITY

WORKER'S COMPENSATION

-336 A regular full-time employee with ninety (90) days of continuous service who suffers injury compensable under the Worker's Compensation Act shall continue to receive his/her regular rate for time lost during the first seven (7) days not covered by the Worker's Compensation Act, provided he/she follows the instructions of the University physician, and provided he/she returns to work not later than the time recommended by the University physician. In the event of dispute, the medical dispute clause of this Agreement shall apply as regards the settlement of such dispute. Following the first seven (7) days, such seniority employee shall be paid the difference between his/her regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his/her sick leave is exhausted.

-337 Employees who have exhausted their sick leave credits, but are still unable to return to work, may as an option continue to receive their pay against any unused vacation and personal leave credits.

WORKER'S COMPENSATION (LONG TERM)

-338 An employee who is receiving regular Worker's Compensation for a period in excess of six (6) months shall receive, at the Employer's expense, Employee-paid life and health care coverage for the period covered by Worker's Compensation. If it is determined by the Benefits Office that the injured employee will be off work in excess of six (6) months, the above benefit may be implemented upon such determination without requiring premium payments from the affected employee.

EXTENDED DISABILITY LEAVE

-339 The University provides an interim income protection plan for regular full-time staff expected to receive long term disability benefits. The benefit provides full disability as defined in the long term disability master contract, for a period of up to

six (6) months from the employee's last day of active work. The benefit commences upon the expiration of all accrued sick, vacation, and personal leave.

-340 Determination of whether a case is expected to result in total disability can sometimes be made by the University designated physician based on information received from the employee's physician and other medical reports. A lack of conclusive medical evidence may delay approval of the extended disability leave benefit, until long term disability benefits are approved. If so, payments will be made on a retroactive basis. In these cases, it is necessary for the employee to maintain benefit payments. Reimbursement will be made for University contribution amounts upon approval for Extended Disability Leave.

-341 Employees expected to return to work within six (6) months will not qualify for this benefit. Authorization to pay extended disability leave benefits will be made by the Benefits Office. The University pays the cost of the benefit. No application is necessary for enrollment. Benefit becomes effective upon completion of sixty (60) full-time equivalent service months. The benefit terminates on the last day of employment. Conversion of coverage is not possible.

LONG TERM DISABILITY PLAN

-342 The University provides income protection through the long term disability plan for regular full-time staff.

-343 The benefit is payable to employees who become totally disabled as defined in the LTD master contract and are unable to work due to sickness or bodily injury. In addition, the University makes the regular contribution for health care coverage and pays the complete cost for dental and the employee-paid life plan.

-344 The University pays the entire cost of the LTD benefit. Coverage is automatic and becomes effective the first day of the month following or coinciding with completion of twelve (12) full-time equivalent service months. Long term disability coverage will terminate on the employee's last day of active employment.

APPENDIX I

Job Classifications and Levels Represented by the Michigan State University Administrative Professional Supervisors Association as of October 1, 1994 are:

Abbreviated Title	<u>Full Title</u>	Level
Acad Pers Recd Mgr	Academic Personnel Records Manager	14
Acct I/S	Accountant I/S	11
Acct II	Accountant II	13
Acct/Chf	Accountant/Chief	16
Acct/Con&Gr I	Accountant/Contract and Grant I	11
Acct/Con&Gr II	Accountant/Contract and Grant II	13
ADJB Coor/FOI Ofr	ADJB Coordinator/Freedom of Information Officer	15
Admv Ast I/S	Administrative Assistant I/S	10
Admv Ast II/S	Administrative Assistant II/S	11
Admv Ast III/S	Administrative Assistant III/S	13
Admv Asc I	Administrative Associate I	14
Admv Asc II/S	Administrative Associate II/S	15
AIS Ast Dir	Administrative Information Services	
	Assistant Director	17
Adms Ast Dir	Admissions Assistant Director	14
Adms Asc Dir/Op	Admissions Associate Director/Operations	16
Adms Asc Dir/Recru	Admissions Associate Director/Recruitment	17
Advmt/Recru Coor	Advisement/Recruitment Coordinator	14
Alum/Dnr Recds Mgr	Alumni Donor Records Manager	14
Alum Pg Ast Dir	Alumni Programs Assistant Director	14
Alum Pg Asc Dir	Alumni Programs Associate Director	17
Anat Res Mgr	Anatomy Resources Manager	13
AP&Main Pg Mgr I	Applications & Maintenance Program Manager I	14
AP&Main Pg Mgr II	Applications & Maintenance Program Manager II	15
Arch II	Architect II	15
Art Designr	Art Designer	12
Athl Eq S	Athletic Equipment Supervisor	11
Auditor/Inf Sys	Auditor Information Systems	13
Autmat Of SysAst/S	Automated Office Systems Assistant/S	12
Aux Op Mgr	Auxiliary Operations Manager	16
Banquet Mgr	Banquet Manager	12
Bkstor Mgr	Bookstore Manager	15

Abbreviated Title	<u>Full Title</u>	<u>Level</u>
Botanical Tech II/S	Botanical Technologist II/S	11
BrdSvAstDir/Mktdev	Broadcasting Services Assistant Director/	
	Marketing & Development	15
BrdSv AstDir/Radio	Broadcasting Services Assistant Director/Rad	io 16
Buyr/Bkstor	Buyer/Bookstore	12
Buyr/S	Buyer/S	10
Camp Pk&Pl Ast Dir	Campus Park and Planning Assistant Director	16
Career Sv Ast Dir	Career Services Assistant Director	14
Career Sv AstDir/R	Career Services Assistant Director/Research	15
Career SvCoor/S	Career Services Coordinator/S	13
Career SvRscAdmr	Career Services Research Administrator	13
Cartograph Lab Mgr	Cartographic Laboratory Manager	12
Cat Editorial Admr	Catalog Editorial Administrator	13
Cater Coor/S	Catering Coordinator/S	11
ChmSaf Ofr	Chemical Safety Officer	14
Client Sv Mgr/BC	Client Service Manager/Breslin Center	13
Clinical Lab Mgr	Clinical Laboratory Manager	14
Coll Mgr/MSUMuseum	Collections Manager, Michigan State University Museum	12
Coll Mar/BB Grdn	Collections Manager/Beal Botanical Garden	13
Cptr Lab Busn Mgr	Computer Laboratory Business Manager	13
Cptr Lab Div Mgr	Computer Laboratory Division Manager	17
Cptr Sht Op S	Computer Shift Operations Supervisor	11
Conc Mgr	Concessions Manager	13
Consort Coor I/S	Consortium Coordinator I/S	13
Consort Coor II/S	Consortium Coordinator II/S	14
Cons&Maint AstCoor	Construction and Maintenance Assistant	
	Coordinator	15
Cons&Maint Coor	Construction and Maintenance Coordinator	16
Cons Con Adm	Construction Contract Administrator	14
Con&Gr Adm Ast Dir	Contracts and Grants Administration Assistant Director	17
Con&Gr Mgt Anl	Contracts and Grants Management Analyst	15
Cont Ast	Controller Associate	17
Counsig Sv Ast Dir	Counseling Services Assistant Director	14
Cowles House Coor	Cowles House Coordinator	11
Cowles Hse Mgr	Cowles House Manager	12
Curric Ast I/S	Curriculum Assistant I/S	11
Custl & Maint S	Custodial and Maintenance Supervisor	10
Custl SvMgr	Custodial Services Manager	17
Custl S	Custodial Supervisor	12

Abbreviated Title	Full Title	<u>Level</u>
Cytogen Lab Mgr	Cytogenic Laboratory Manager	13
Dairy Plt Op S	Dairy Plant Operations Supervisor	11
Dp Adm & Pl Mgr	Data Processing Administration and	
	Planning Manager	15
Deputy Chf Of Pol	Deputy Chief of Police	17
Dev Ofr I/S	Development Officer I/S	12
Dev Ofr II/S	Development Officer II/S	14
Dev Ofr III	Development Officer III	15
Dev Rel Coor	Development Relations Coordinator	11
Dev RscMgr	Development Research Manager	13
Dist&Phot Sv AstMgr	Distribution and Photographic Services	
	Assistant Manager	14
Donor Recogn Coor	Donor Recognition Coordinator	11
Editr II/S	Editor II/S	11
Editr III/S	Editor III/S	13
Edu Pg Coor I/S	Educational Program Coordinator I/S	11
Edu Pg Coor II/S	Educational Program Coordinator II/S	12
Elec Mic III/S	Electron Microscopist III/S	13
Emp Ast Coor	Employee Assistance Coordinator	13
Engr II/S	Engineer II/S	12
Engr III/S	Engineer III/S	14
Engr IV/S	Engineer IV/S	16
Engr V	Engineer V	17
Engr/Phys AcIrII/S	Engineering/Physicist Accelerator II/S	12
Engr/Phys AcIrIIIS	Engineering/Physicist Accelerator III/S	14
Env Hlth/Saf S	Environmental Health/Safety Supervisor	14
Exec Ast I	Executive Assistant I	12
Exec Chef/KC	Executive Chef/Kellogg Center	13
Exec Sec I/S	Executive Secretary I/S	8
Exec Sec II/S	Executive Secretary II/S	10
Exec Sous Chef/KC	Executive Sous Chef/Kellogg Center	12
Exec Staff Ast/S	Executive Staff Assistant/S	11
FGP ConAdmr	Faculty Group Practice Contract Administrator	14
FGP InfSv Mgr	Faculty Group Practice Information Services Manager	14
Farm Mgr I/S	Farm Manager I/S	13
Farm Mgr II/S	Farm Manager II/S	14
Farm Mgr III	Farm Manager III	15
Fin Aid Ast Dir	Financial Aid Assistant Director	15
Fin Aid Asc Dir	Financial Aid Associate Director	17
Fin Aid Ofr III/S	Financial Aid Officer III/S	13

Abbreviated Title	Full Title	<u>evel</u>
Fisc&Pers Admr/Anr	Fiscal and Personnel Administrator/ANR	16
Fd & Bev Mgr	Food and Beverage Manager	14
Fd Sv Coor	Food Service Coordinator	16
Fd Sv Mgr I	Food Service Manager I	11
Fd Sv Mar II	Food Service Manager II	12
Fd Sv Mgr III	Food Service Manager III	13
Fd Stors Ast Mgr	Food Stores Assistant Manager	13
Fd Stors/Sp Op Mgr	Food Stores/Support Operations Manager	17
Fd S	Food Supervisor	10
Fd S Trne	Food Supervisor Trainee	9
Gen CounsIr/S	Genetics Counselor/S	13
Gof Cor Maint S	Golf Course Maintenance Supervisor	12
Gof Cor Mgr	Golf Course Manager	14
Gof Cor Op Mgr	Golf Course Operations Manager	12
Gof Cor Supt	Golf Course Superintendent	15
Govn Afrs Comm Ofr	Governmental Affairs Communicatations Officer	
Graph Artist S	Graphic Artist Supervisor	12
Grds Maint Ast Mgr	Grounds Maintenance Assistant Manager	14
Grds Maint Mgr	Grounds Maintenance Manager	17
Grds S	Grounds Supervisor	12
Hdwre/Comm Mgr	Hardware/Communications Manager	13
Haz Waste Coor	Hazardous Waste Coordinator	13
HIth Ctr Asc Dir	Health Center Associate Director	17
HC Asc Dir/Clnc	Health Center Associate Director/Clinical	17
HIth Edu Sv Coor	Health Education Service Coordinator	13
Histl Tec III/S	Histology Technician III/S	10
Horticulturist/S	Horticulturist/S	12
Hse Mgr/PA	House Manager/Performing Arts	13
Housekeeping S	Housekeeping Supervisor	10
Housing Adm Mgr	Housing Administration Manager	14
H&Fsv Sys Coor	Housing and Food Service Systems Coordinator	14
Hsg Pg Pers Adm	Housing Program Personnel Administrator	14
Hsg Pg Area Admr	Housing Programs Area Administrator	15
H Res Ast Dir/S	Human Resources Assistant Director/Benefits	15
H Res Dev Coor	Human Resources Development Coordinator	12
H Res Mgr	Human Rresources Manager	13
H Res Mgr II	Human Resources Manager II	14
H Res S	Human Resources Supervisor	12
Hr/Er Ast Dir-HRD	Human Resources/Employee Relations	
	Assistant Director-Human Resource D	15

Abbreviated Title	<u>Full Title</u>	Level
Ice Rink S	Ice Rink Supervisor	10
Inf Ofr I/S	Information Officer I/S	12
Inf Ofr II/S	Information Officer II/S	14
Inf Sv Mgr	Information Services Manager	16
Inf Sys Mgr	Information Systems Manager	16
Intr Designr II	Interior Designer II	11
Intl Busn Pg Coor	International Business Program Coordinator	13
Intl S&S OfAst Mgr	International Students and Scholars Office Assistant Manager	13
Intl S&S OfMgr	International Students and Scholars	
	Office Manager	16
IM Spt Ast Dir/S	Intramural Sports Assistant Director/S	14
IM Spt Asc Dir	Intramural Sports Associate Director	16
Invest & Trst Mgr	Investments and Trusts Manager	17
KC Ast Mgr/Mod	Kellogg Center Assistant Manager/	
	Manager-On-Duty	11
KC Bldg Sv Mgr	Kellogg Center Building Services Manager	13
KC Ct&Sales Coor/S	Kellogg Center Catering and Sales Coordinator/S	12
KC Mgr	Kellogg Center Manager	17
Lab Prep S	Laboratory Preparation Supervisor	9
	Language Laboratory Manager	10
Lang Lab Mgr Libr Ast III/S	Library Assistant III/S	10
Libr Ast IV/S	Library Assistant IV/S	12
Libr Ast V/S	Library Assistant V/S	13
Lic/Travel Mgr	Licensing/Travel Manager	12
Livestock Per Tstr	Livestock Performance Tester	11
Lndscp Cons Coor	Landscape Construction Coordinator	13
Lngrange Pl AstDir	Long Range Planning Assistant Director	17
Maint Prod & Eq S	Maintenance Products and Equipment	11
	Supervisor Majotanona Somiona Managar	17
Maint Sv Mgr	Maintenance Services Manager	12
Maint/Repr S	Maintenance/Repair Supervisor	14
Mgt Anl/S	Management Analyst/S	12
Mgt Ast/Cont	Manager Assistant/Controller	15
Mgr/Cont	Manager/Controller	12
Mkt & Sales Coor/S	Marketing and Sales Coordinator/S	14
Mkt & Sales Mgr	Marketing and Sales Manager	12
Md Recds Coor	Medical Records Coordinator	12
Md Recds Sv Mgr	Medical Records Service Manager	12
Md Tech III	Medical Technologist III	12

Abbreviated Title	Full Title	<u>Level</u>
Min/WP Pg Mgr	Minorities/Women's Program Manager	14
Min Busn Ast Coor	Minority Business Assistance Coordinator	14
MSA/Ast to VP	Minority Student Affairs/Assistant to the Vice President	15
Multicu Dev Coor/S	Multicultural Development Coordinator/S	14
Network Comm Mgr	Network Communications Manager	15
Nt Mgr/S	Night Manager/S	11
Oc Therap II	Occupational Therapist II	13
Of S I	Office Supervisor I	10
Of S II	Office Supervisor II	11
Of S III	Office Supervisor III	12
OPB Ast Dir/FPSM	OPB Ast Director for Facilities Planning	
	and Space Management	16
Op & Facil Coor	Operations and Facilities Coordinator	13
Op & Pro Ast Mgr	Operations and Production Assistant Manager	r 12
Op & Pro Mgr	Operations and Production Manager	15
Op SI	Operations Supervisor I	10
Op S II	Operations Supervisor II	11
Op S III	Operations Supervisor III	12
Optometrist	Optometrist	14
Outrch Comm PubMgr	Outreach Communications Publications Mana	ger14
Pkg S	Parking Supervisor	13
Perf Arts Ast Dir	Performing Arts Assistant Director	14
Pest Contr S	Pest Control Supervisor	13
Pharm I/S	Pharmacist I/S	13
Pharm II	Pharmacist II	15
Photo II	Photographer II	12
Physl Therap II	Physical Therapist II	14
Piano Maint Coor	Piano Maintenance Coordinator	12
Placemt Advsr	Placement Advisor	13
Placemt Ast Dir/lp	Placement Assistant Director/International Placement	14
Planet Mgr	Planetarium Manager	15
PI/Inspr/Anl II/S	Planner/Inspector/Analyst II/S	13
PI/Inspr/Anl III/S	Planner/Inspector/Analyst III/S	14
Pro Anl Mgr	Program Analyst Manager	13
Pro Mgr	Production Manager	14
Pgr Anl/S	Programmer Analyst/S	11
Psychologist II	Psychologist II	15
Pr Ast Dir/Brd&Mkt	Public Relations Assistant Director/	
	Broadcasting and Marketing	15

Abbreviated Title	<u>Full Title</u>	evel
Pr Ast Dir/News Bu	Public Relations Assistant Director/News Burea	u 15
Pr Ast Dir/Publens	Public Relations Assistant Director/Publications	
Pr Ast Dir/Spt Inf	Public Relations Assistant Director/	
· · · · · · · · · · · · · · · · · · ·	Sports Information	15
Pro Asc Dir	Public Relations Associate Director	17
PubSaf Asc Dir	Public Safety Associate Director	17
PubSaf Captain	Public Safety Captain	15
PubSaf Deputy Dir	Public Safety Deputy Director	16
PubSaf Lieut	Public Safety Lieutenant	14
PubSaf Pkg&Se Coor	Public Safety Parking and Special	
0	Events Coordinator	14
Publ Design Mgr	Publications Design Manager	13
Pur Agt Asc	Purchasing Agent Associate	14
Pur Agt Asc/Mpc	Purchasing Agent Associate/Minority	
-	Procurement Coordinator	15
Pur Agt/S	Purchasing Agent/S	12
Pur Mgr	Purchasing Manager	17
Qlty Mgt Admr	Quality Management Administrator	14
Rad Saf Ofr	Radiation Safety Officer	14
Rad/Chm/Bio SafMgr	Radiation/Chemical & Biological Safety Manage	er 17
Radio Engrg Mgr	Radio Engineering Manager	14
Radio Sta Pg Mgr	Radio Station Program Manager	14
Radic Cptr Sys Mgr	Radiologic Computer Systems Manager	15
Radiol Sv Mgr	Radiology Service Manager	13
Recycl/Salv Coor	Recycling/Salvage Coordinator	13
Reg As/S	Registrar Assistant/S	12
Reg Asc	Registrar Associate	15
Reg Sys Mgr	Registrar Systems Manager	14
Reg Lep Coor	Registration Lifelong Eduction Programs	
Land D. Carlo Carlo Carlo Conservation	Coordinator	10
Rehab Cl Coor	Rehabilitation Clinic Coordinator	14
Rsc Ast I/S	Research Assistant I/S	11
Rsc Ast II/S	Research Assistant II/S	12
Rsc Ast III/S	Research Assistant III/S	13
Rsc Contm Fac Coor	Research Containment Facility Coordinator	13
Rsd Hal Ast Mgr	Residence Hall Assistant Manager	12
Rsd Hal Mgr I	Residence Hall Manager I	14
Rsd Hal Mgr II	Residence Hall Manager II	15
Risk/Ins Ast Mgr	Risk/Insurance Assistant Manager	15
Risk/Ins Mgr	Risk/Insurance Manager	17
Sci Instr Facil S	Scientific Instrument Facility Supervisor	13

Abbreviated Title	<u>Full Title</u>	Level
Security Mgr	Security Manager	13
Sv Mgr I	Service Manager I	11
Sv Mgr II	Service Manager II	12
Sv Mgr III	Service Manager III	13
Sv Mgr IV	Service Manager IV	15
Sv Mgr V	Service Manager V	16
Skill Trd S	Skilled Trades Supervisor	14
Sous Chef/KC	Sous Chef/Kellogg Center	12
Stf Physician/S	Staff Physician/S	16
Sn Photocomp Lab S	State News Photocomposition Laboratory	8
0	Supervisor	13
Steril Unit S	Sterilization Unit Supervisor	12
St E Adm	Student Employment Administrator	
St E Ast Dir	Student Employment Assistant Director	14
St Inf Sys Mgr	Student Information Systems Manager	15
St Life Ast Dir	Student Life Assistant Director	14
St Sv Ast II/S	Student Services Assistant II/S	12
Sys Anl I/S	Systems Analyst I/S	12
Sys AnI II/S	Systems Analyst II/S	13
Sys Anl III	Systems Analyst III	14
Sys Dev Mgr	Systems Development Manager	15
Sys Enhc Mgr	Systems Enhancement Manager	15
Sys Pgr II/S	Systems Programmer II/S	13
Sys Pgr III/S	Systems Programmer III/S	14
Tk Bk Pg Mgr	Talking Book Program Manager	14
Tecnl Comm Mgr	Technical Communications Manager	14
Tecnl Facil Mgr/BC	Technical Facilities Manager/Breslin Center	15
Tecnl Facil Mgr/Pa	Technical Facilities Manager/Performing Arts	14
Tecnl Sv Ast Mgr	Technical Services Assistant Manager	14
Tecnl Sv Mgr	Technical Services Manager	16
Tecnl Sp S	Technical Support Supervisor	11
Tecnl Sp Sys Mgr	Technical Support Systems Manager	15
Tele Ast Dir	Telecommunications Assistant Director	16
Tele Op Mgr/S	Telecommunications Operations Manager/S	13
Tele Prodcr/Op Mgr	Telecommunications Production/Operations Manager	15
Tele Sys Mgr	Telecommunications Systems Manager	17
Tele Tecn/SvAstMgr	Telecommunications Technical Services	
i de l'etheriotrigi	Assistant Manager	14
Tele Tecnl Sv Mgr	Telecommunications Technical Services	
tore toom of mgr	Manager	15

Abbreviated Title	<u>Full Title</u>	<u>Level</u>
Tv Ast Pg Mgr/S	Television Assistant Program Manager/S	13
Tv Pg & Pro Mgr	Television Programming and	
	Production Manager	15
Tellr/Head	Teller/Head	10
Test Coor	Testing Coordinator	12
Ticket Of Ast Mgr	Ticket Office Assistant Manager	11
Ticket Of Mgr	Ticket Officer Manager	13
Tr Pg Devr III/S	Training Program Developer III/S	12
Union & Bkstor Mgr	Union and Bookstore Manager	17
Union Ast Mgr	Union Assistant Manager	13
Unit Inf Sys Mgr	Unit Information Systems Manager	14
Univ Apts Ast Mgr	University Apartments Assistant Manager	13
Univ Apts Mgr	University Apartments Manager	17
Univ Hsg Ast Mgr	University Housing Assistant Manager	17
Vehicle Of Mgr	Vehicle Office Manager	12
Vet Lab Tech III	Veterinary Laboratory Technologist III	12
Vet Tec III	Veterinary Technician III	12
Visal Pro Sv Coor	Visual Production Services Coordinator	13
Visal Pro Sv Mgr	Visual Production Services Manager	14
Voc RehabCounsIrll	Vocational Rehabilitation Counselor II	14

Letter of Agreement Between Michigan State University The Employer, and Michigan State University Administrative-Professional Supervisors Association

As a result of discussions between the parties the following is hereby agreed.

1. For the purposes of <u>Overtime</u>, employees classified as

<u>Custodial Supervisor</u> - located within the Physical Plant Division <u>Skilled Trades Supervisor</u> - located within Physical Plant Division <u>Golf Course Maintenance Supervisor</u> - located within Grounds Department <u>Grounds Supervisor</u> - located within Grounds Department <u>Lieutenants</u> - located within Department of Public Safety

shall be eligible for overtime consideration as follows:

Overtime is defined as scheduled hours worked, in excess of forty (40) hours in an employee's work week for which the employee will receive payment or compensatory time off at the rate of time and one-half (1-1/2).

Employees shall have the right to indicate his/her preference for pay or compensatory time for overtime worked. If the employee wishes to receive compensatory time, the request must be approved by the Unit Administrator.

Compensatory time off shall be mutually arranged between the employee and Unit Administrator.

For the purpose of computing overtime, all hours paid will be considered time worked. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

Unit Administrators, or their authorized representatives, are responsible for the approval of overtime work prior to the performance of overtime work. Approval means time worked as directed by the Administrator and does not include casual or unscheduled time spent at work beyond the normal work day or work week.

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2. In certain emergency or unusual situations, consideration may be given for overtime pay to those employees who are called to render special services not usually a part of their regular duties or responsibilities. In those cases, it will be necessary to obtain the approval of the administrative head and the Director of Personnel Administration before authorizing overtime pay. Application of this provision is at the sole discretion of the employer.

3. For purposes of <u>Emergency Duty, Call-back</u>, employees classified as <u>Skilled</u> <u>Trades Supervisor</u> and located within Physical Plant Division shall be eligible for callback consideration as follows:

An employee reporting for emergency duty at the Employer's request for work which he/she had not been notified of in advance and which is outside of and not contiguous with his/her regular work period, shall be guaranteed three (3) hours pay, and three (3) hours work, at the rate of time and one-half (1-1/2).

4. For purposes of <u>Shift Differential</u>, employees classified as <u>Custodial Supervisor</u> and located within Physical Plant Division, <u>Operations Supervisor</u> at Central Bakery and <u>Lieutenants</u> at Police and Public Safety shall be eligible for shift differential consideration as follows:

Employees who work on the second or third shift shall receive an additional Nine Hundred Thirty-six (\$936.00) Dollars or One Thousand Forty (\$1,040.00) Dollars, respectively, added to their annual base salary while regularly assigned to that shift.

5. The parties agree to meet at request of either party relative to matters directly pertaining to this Agreement.

6. This Letter of Agreement will remain in effect until September 30, 1997, for employees within classifications specifically identified above. Additions, deletions, or modifications may be made with the mutual agreement of the parties.

FOR THE UNIVERSITY

Samuel A. Baker Director, Employee Relations Date: ______2-9-96

FOR THE ASSOCIATION

Karol Fecteau President, MSUAPSA Date: 3-2-96

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Letter of Agreement Between Michigan State University, The Employer, and Michigan State University Administrative-Professional Supervisors Association

February 13, 1989

The Employer and the Association hereby agree that employees in the bargaining unit holding the classification of Lieutenant in the Department of Public Safety will, for the term of the Collective Bargaining Agreement, continue to receive overtime consideration according to the current overtime policy now in effect in the Department of Public Safety.

This agreement specifically removes the position "Lieutenant" from the Letter of Agreement signed by the Association on January 24, 1989, and by the Employer on January 31, 1989.

Renewed October 1, 1991: Renewed October 1, 1994:

FOR THE UNIVERSITY

Samuel A. Baker Director, Employee Relations Date: <u>2 - 9 - 96</u>

FOR THE ASSOCIATION

Karol Fecteau President, MSUAPSA Date: 3-2-96

Letter of Understanding Between Michigan State University, The Employer, and Michigan State University Administrative-Professional Supervisors Association

As a result of discussions between the parties during the 1994-1997 collective bargaining process, the following is hereby understood:

The parties agree, during the term of this Agreement (which is for the term October 1, 1994, through September 30, 1997), to continue to meet and confer regarding the reduction of units found in Article 9, Reduction in Force.

FOR THE UNIVERSITY

Samuel A. Baker Director, Employee Relations Date: ____こータータム

FOR THE ASSOCIATION

Karol Fecteau President, MSUAPSA Date: <u>3-2-96</u>

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IMPORTANT DATES

- JANUARY
- 1 New Year's Day 17 Martin Luther King, Jr. Day
- FEBRUARY
- 12 Lincoln's Birthday
- 14 Valentine's Day
- 16 Ash Wednesday
- 21 Washington's
- Birthday Obsvd. 22 Washington's Birthday

MARCH

- 17 St. Patrick's Day
- 27 Palm Sunday

27 Passover

- APRIL
- 1 Good Friday
- 3 Easter Sunday

MAY

8 Mother's Day 21 Armed Forces Day 23 Victoria Day (Canada) 30 Memorial Day

JUNE

- 14 Flag Day
- 19 Father's Day

JULY

1 Canada Day (Canada) 4 Independence Day

SEPTEMBER

- 5 Labor Day
- 6 Rosh Hashanah
- 15 Yom Kippur

OCTOBER

- 10 Columbus Day Obsvd.
- 10 Thanksgiving Day (Canada)
- 12 Columbus Day
- 24 United Nations Day
- 31 Halloween

NOVEMBER

- 8 Election Day
- 11 Veterans Day
- 24 Thanksgiving Day
- 28 Hanukkah

DECEMBER

25 Christmas Day

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IMPORTANT DATES

JANUARY

- 1 New Year's Day 16 Martin Luther King, Jr. Day
- FEBRUARY
- 12 Lincoln's Birthday
- 14 Valentine's Day
- 20 Washington's
- Birthday Obsvd.
- 22 Washington's Birthday

MARCH

- 1 Ash Wednesday
- 17 St. Patrick's Day

APRIL

- 9 Palm Sunday
- 14 Good Friday
- 15 Passover
- 16 Easter Sunday

MAY 14 Mother's Day

- 20 Armed Forces Day 22 Victoria Day (Canada) 29 Memorial Day - Obsvd. 30 Memorial Day JUNE 14 Flag Day 18 Father's Day JULY 1 Canada Day (Canada)
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- 12 Mother's Day 18 Armed Forces Day 20 Victoria Day (Canada) 27 Memorial Day - Obsvd. 30 Memorial Day JUNE 14 Flag Day 16 Father's Day JULY 1 Canada Day (Canada) 4 Independence Day SEPTEMBER
- 2 Labor Day
- 14 Rosh Hashanah
- 23 Yom Kippur

OCTOBER

- 12 Columbus Day
- 14 Columbus Day Obsvd.
- 14 Thanksgiving Day (Canada)
- 24 United Nations Day
- 31 Halloween

NOVEMBER

- 5 Election Day
- 11 Veterans Day
- 28 Thanksgiving Day

DECEMBER

- 6 Hanukkah
- 25 Christmas Day

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IMPORTANT DATES

JANUARY

1 New Year's Day 20 Martin Luther King, Jr. Day

FEBRUARY

- 12 Lincoln's Birthday
- 12 Ash Wednesday
- 14 Valentine's Day
- 17 Washington's
- Birthday Obsvd.
- 22 Washington's Birthday

MARCH

- 17 St. Patrick's Day
- 23 Palm Sunday
- 28 Good Friday
- 30 Easter Sunday

APRIL

22 Passover MAY

11 Mother's Day

- 17 Armed Forces Day
- 19 Victoria Day (Canada) 26 Memorial Day - Obsvd.
- 30 Memorial Day

JUNE

- 14 Flag Day
- 15 Father's Day
- JULY
- 1 Canada Day (Canada) 4 Independence Day

SEPTEMBER

1 Labor Day

OCTOBER

- 2 Rosh Hashanah
- 11 Yom Kippur
- 12 Columbus Day
- 13 Columbus Day Obsvd.
- 13 Thanksgiving Day (Canada)
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- 4 Election Day
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