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Agreement Between

**MICHIGAN STATE**  
**UNIVERSITY**

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and the

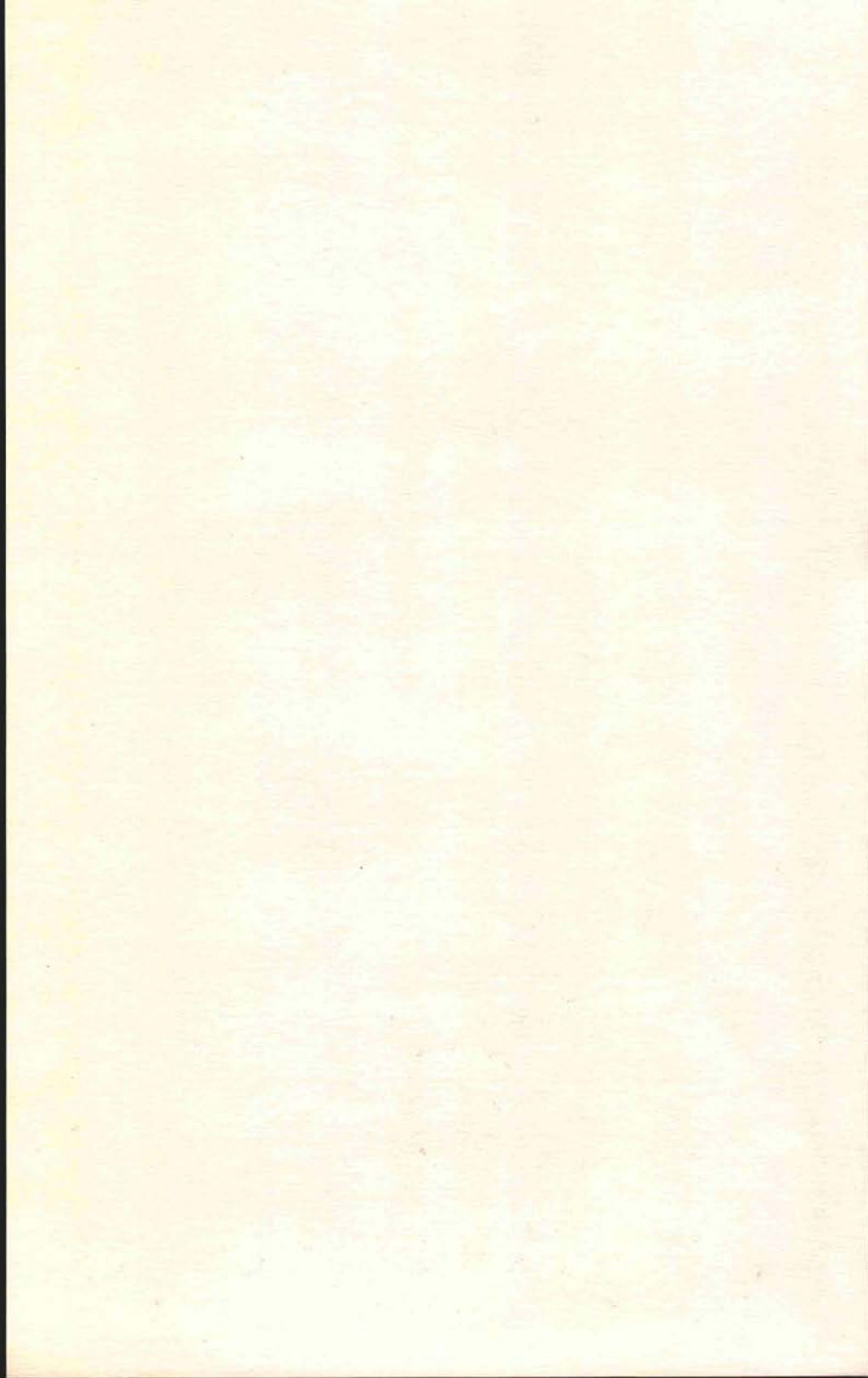
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**Professional**  
**Supervisors**  
**Association**

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**OCTOBER 1, 1997 - SEPTEMBER 30, 2000**

*MSU is an Affirmative Action/Equal Opportunity Institution*

*Michigan State University*



**AGREEMENT**

*between*

**BOARD OF TRUSTEES OF  
MICHIGAN STATE UNIVERSITY**

*and*

**MICHIGAN STATE UNIVERSITY  
ADMINISTRATIVE PROFESSIONAL  
SUPERVISORS ASSOCIATION**

*October 1, 1997--September 30, 2000*



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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.

## ARTICLE 1

### TERMS OF AGREEMENT

#### AGREEMENT

*-5 THIS AGREEMENT entered into this 24th day of October, 1997, effective October 1, 1997, 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, 2000.*

*-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, 1997.*

*-16 IN WITNESS WHEREOF, the parties have set their hands this 4<sup>th</sup> day of March, 1998.*

MICHIGAN STATE UNIVERSITY  
ADMINISTRATIVE PROFESSIONAL  
SUPERVISORS ASSOCIATION

  
LEONARD GOVONI

  
MICHAEL CATE

  
JIM HENSLEY


  
RICHARD MOORE

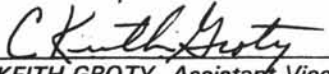
  
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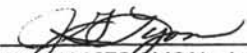
  
ROGER WILKINSON, Vice President for  
Finance and Operations and Treasurer

  
C. KEITH GROTY, Assistant Vice  
President for Human Resources

  
SAMUEL A. BAKER, Director,  
Employee Relations

  
CHARLES M. GAGLIANO, Manager,  
University Housing

  
JOHN L. LEWIS, Director,  
University Services

  
DR. JAMES LYON, Assistant Dean,  
Human Medicine

  
SOMNATH CHATTERJEE, Director,  
Instructional Media Center

## ARTICLE 2

### 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:** Type 1: 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.

Type 2: 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 15 years of service and at least age 62, use the following FTE service month ranges to determine his/her health and dental contribution during retirement.*

	<u>1/2 Contribution</u>	<u>3/4 Contribution</u>	<u>Full Contribution</u>
	(50% - 64.9%)	(65% - 89.9%)	(90% - 100%)
Service Months	90.00 - 116.99	117.00 - 161.99	162.00 - 999.99

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

<u>FTE SERVICE MONTHS</u>			
	<u>1/2 Contribution</u>	<u>3/4 Contribution</u>	<u>Full Contribution</u>
	(50% - 64.9%)	(65% - 89.9%)	(90% - 100%)
Service Months	150.00 - 194.99	195.00 - 269.99	270.00 - 999.99

### **PROPORTIONAL BENEFITS**

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

26 hours but less than 36 hours. . . . .75%  
 20 hours but less than 26 hours. . . . .50%

### **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.*

## **ARTICLE 3**

### **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.*

## ARTICLE 4

### 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.*

## **ARTICLE 5**

### **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:*

**-39** *Resolve any difference concerning the content and application of the provisions of this Agreement.*

**-40** *Represent members at hearing or proceedings affecting rights or benefits provided by this Agreement.*

**-41** *Attend official Board of Trustees meetings only when the agenda includes matters pertinent to the proper administration of the Association.*

**-42** *Confer with the Grievance Officer when necessary.*

**-43** *Such time off shall not exceed eight (8) hours per week except with the specific approval of the Employer.*

## **ASSOCIATION REPRESENTATIVE**

*-44 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**

*-45 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.*

*-46 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**

*-47 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**

*-48 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.*

## ARTICLE 6

### ASSOCIATION SECURITY

#### MEMBERSHIP

**-49** 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).

**-50** 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

**-51** 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.*

*-52 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.*

*-53 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.*

*-54 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.*

*-55 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.*

*-56 The Employer shall not be liable to APSA, by reason of Paragraph 52 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.*

*-57 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.*

*-58 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**

**-59** *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**

**-60** *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**

*-61 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**

*-62 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**

*-63 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**

*-64 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.*

## ARTICLE 7

### SETTLEMENT OF DISPUTES

#### EMPLOYEE RIGHTS

*-65 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.*

*-66 An employee has the right to be informed prior to the investigatory interview of the subject matter of the interview.*

*-67 An employee is entitled to a pre-interview conference with his/her Association representative.*

*-68 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

*-69 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.*

*-70 The Association Grievance Officer may represent the employee at all steps of the grievance procedure.*

*-71 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.*

*-72 An alternative Grievance Officer shall be designated by the Association to act in the absence of the Grievance Officer.*

*-73 The Grievance Officer shall continue on the assigned duty during the term of office.*

#### **TIME LIMITS**

*-74 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**

*-75 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.*

*-76 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.*

*-77 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**

*-78 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**

*-79 In the event an employee is disciplined or discharged, 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 or discharge. The Employer promotes a policy of progressive discipline; i.e., discipline shall gradually increase depending on the severity and/or frequency of the infractions. Normally, disciplinary action begins with a verbal warning for the first offense and culminates with discharge only after repeated attempts to correct the employee's behavior have failed. Serious infractions may warrant the immediate imposition of a written reprimand, suspension or discharge, as appropriate.*

*-80 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.*

*-81 In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously if there has been no further disciplinary action taken during that time.*

## **GRIEVANCES CONCERNING DISCIPLINE**

*-82 Should the disciplinary action 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 and the Association. A grievance over a written letter of reprimand shall be submitted at Step 2 of the grievance procedure; whereas, all other disciplines 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**

*-83 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.*

*-84 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**

*-85 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**

*-86 At each step of the grievance procedure, the employee may request the presence of the Association Grievance Officer.*

## **ORAL STEP**

*-87 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**

*-88 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 meeting at which the grievance was discussed.*

### **STEP 2**

*-89 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**

*-90 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**

**-91** 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 with the American Arbitration Association (AAA) or Federal Mediation and Conciliation 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**

**-92** 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.

**-93** 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**

**-94** *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**

**-95** *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**

**-96** *The Employer and the Association agree to meet and confer upon the call of either party. Each party shall be represented by not more than four (4) persons at special conferences.*

**-97** *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.*

**-98** *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**

*-99 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.*

## ARTICLE 8

### FLEXIBLE APPOINTMENTS

#### DEFINITION

**-100** 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:

Type 1: 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.

Type 2: 75%-89% scheduled time active employment over the entire calendar year (30-35 hours per week) with a part-time equivalent salary.

**-101** 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.

**-102** 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.

**-103** 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.

**-104** 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**

**-105** 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.

**-106** Once a position is officially designated as flexible, only flexible appointments are acceptable.

**-107** 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**

**-108** 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.

**-109** A flexible appointment must be arranged in advance with an employee, and approved by the departmental administrator and the Director of Human Resources.

**-110** All flexible appointments will annually provide a minimum of 1,560 hours of scheduled work (subject to necessary reductions in force).

**-111** 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 base salary 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

**-112** Flexible appointees are regular employees.

**-113** 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).

**-114** Leaves with benefits are only those that are prearranged as part of an approved flexible appointment.

**-115** 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).

**-116** If the flexible appointment converts to a full-time status, the employee will receive an appropriate salary adjustment.

**-117** 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**

**-118** 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.*

**-119** *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.*

**-120** *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.*

**-121** *Full service credit is given toward retirement, benefits eligibility waiting periods, and vacation service months.*

**-122** *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).*

**-123** *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.*

**-124** *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**

*-125 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**

*-126 Employees may work for other employers while on flex-leave.*

### **RETURN TO ACTIVE EMPLOYMENT**

*-127 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**

*-128 Flexible appointees receive their base salary during their period of active service and no salary during flex-leave.*



## **HOURS WORKED RECORDS**

*-129 Departments are responsible for maintaining record of hours worked for nonexempt employees with flexible appointments.*

## **POSITION MAINTENANCE**

*-130 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**

*-131 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**

*-132 At the time of presentation of a voluntary flexible appointment form to any employee, the employee shall be advised in writing:*

*-133 If a Type 1 flexible appointment, the length of time of the unpaid leave, the time or times when said leave must be taken.*

*-134 If a Type 2 flexible appointment, the schedule of each week which the employee shall be required to work.*

*-135 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.*

## **ARTICLE 9**

### **REDUCTION IN FORCE**

**-136** *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**

**-137** *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.*

**-138** *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.*

**-139** *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 Student Services and Multicultural Issues*  
*Department of Aerospace Studies*  
*Department of Military Science*  
*Office of the Vice Provost for Libraries, Computing and Technology*  
*Instructional Media Center*  
*Office of the Registrar*  
*Secretary for Academic Governance*  
*Office of Curriculum & Catalog Support*  
*Office of the Assistant Provost for Undergraduate Education and Academic Services*  
*Office of 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*  
*Olin Health Center*

*Clinical Center/MSU Health Team Administration*  
*Enrollment Services*  
*Office of Financial Aid*  
*Office for Affirmative Action Compliance and Monitoring*  
*Womens Resource Center*  
*Student Athlete Support Services*  
*Senior Presidential Advisor for Strategic Planning and Budgeting and Assistant Provost*

*OFFICE OF THE VICE PRESIDENT FOR RESEARCH AND GRADUATE STUDIES*

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

*THE GRADUATE SCHOOL*

*VICE PRESIDENT FOR FINANCE AND OPERATIONS*

*Office of the Vice President for Finance and Operations*  
*Public Safety*  
*Campus Park and 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 Dean*  
*MSU Extension Directors Office*  
*CYF 4-H Youth*  
*CYF Home Economics*  
*CYF Nutrition Program*  
*ANR Budget and Personnel*  
*CANR Public Services Act*  
*Outreach Communications ANR*  
*Agricultural and Extension Education*  
*Agricultural Economics*  
*Agricultural Engineering*  
*Animal Science*  
*Crop and Soil Sciences*  
*Fisheries and Wildlife*  
*Food Safety/Toxicology*  
*Food Science and Human Nutrition*

*Forestry*  
*Horticulture*  
*Packaging*  
*Park, Recreation and Tourism Resources*  
*Resource Development*  
*Agricultural Technology Institute*  
*University Farms*  
*Land Management*  
*Water Research Institute*  
*Michigan Agricultural Experiment Station*  
*Michigan Travel, Tourism and Recreation Research*  
*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*  
*Division of Engineering Computing Services*

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*  
*Cancer Center*  
*Center for Ethics and Humanities in the Life Sciences*  
*Institute for Managed Care*  
*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*  
*Center for Latin & Caribbean Studies*  
*Canadian Studies Centre*  
*Center for European & Russian Studies*  
*Center for Advanced Studies of International Development*  
*Office for International Students and Scholars*  
*Office of Study Abroad*  
*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*  
*Institute for International Health*  
*Osteopathic Medicine*  
*Pediatrics*  
*Pharmacology and Toxicology*  
*Radiology*  
*Physical Medicine and Rehabilitation*

COLLEGE OF SOCIAL SCIENCE

*Office of the Dean, College of Social Science*  
*Anthropology*  
*Center for Remote Sensing*  
*Geography*  
*Julian Samora Research Institute*  
*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*  
*Institute for Environmental Toxicology*  
*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

VICE PRESIDENT FOR LEGAL AFFAIRS AND GENERAL COUNSEL

## **RECALL FROM LAYOFF**

**-140** 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.

**-141** 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.*

**-142** 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.

**-143** 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**

**-144** 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.

**-145** 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:

<b>University Seniority</b>	<b>Transition Adjustment</b>
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

**-146** 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**

**-147** *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. *Dental coverage ceases on the last day of the month in which employment is terminated.*
3. *The Long-Term Disability, Expanded Life, and Travel Accident coverages cease on the last day of active employment.*
4. *Health care coverage under the Blue Cross/Blue Shield, Blue Care Network, or Physicians Health Plan (PHP) may be converted to a direct pay plan by contacting the company involved within thirty-one (31) days.*
5. *Employee-Paid Life and Expanded Life Plans may be converted, if desired, by contacting the company involved within 31 days.*
6. *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**

**-148** *A laid-off employee whose recall rights have expired and who is not otherwise eligible for payout of accrued sick leave under Paragraph 297 and 299 of this Agreement may receive partial payment for unused sick leave credits according to the schedule below.*

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

**-149** For purposes of Paragraph 148, "University Seniority" is that which existed as of the effective date of the layoff.

**-150** 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.

## **ARTICLE 10**

### **FILLING VACANT POSITIONS**

*-151 The University agrees to the principle of career development of its employees and will, in good faith, encourage career concepts of employment.*

#### **PROCEDURE**

*-152 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 qualifications, at least five (5) of said candidates shall be interviewed. In the event fewer than five (5) bargaining unit candidates apply and possess the posted qualifications, each shall be interviewed.*

#### **INTERVIEWS**

*-153 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.*

*-154 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.*



## **ARTICLE 11**

### **CLASSIFICATION/RECLASSIFICATION OF POSITIONS**

*-155 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**

*-156 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**

*-157 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**

*-158 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.*

## **ARTICLE 12**

### **PROMOTION/DEMOTION**

#### **PROMOTION**

*-159 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**

*-160 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.*

## ARTICLE 13

### PROBATIONARY/TRIAL PERIOD

#### PROBATIONARY PERIOD

*-161 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

*-162 Employees may receive a performance evaluation prior to the completion of the probationary period and thereafter, at least on an annual basis.*

*-163 The Employer and the Association agree that members of the bargaining unit shall be subject to an appraisal process that is fair.*

*-164 The Employer and the Association believe that appraisal systems for supervisors at Michigan State University should be bilateral and continuing in nature.*

*-165 The objectives of the appraisal program are to:*

- A. Enhance communications between an employee and a supervisor. Dialogue between an employee and supervisor should be continuous and include coaching, guiding, and clarification of job responsibilities in the context of larger organizational goals.*
- B. Develop employees. An employee's development may be related to either current or future positions and should be continuous to ensure that the University is able to respond to its quickly-changing environment.*
- C. Support continuous quality improvement throughout the organization.*

#### REPRESENTATION

*-166 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**

*-167 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.*

*-168 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.*

## **ARTICLE 14**

### **SENIORITY**

#### **DEFINITION**

*-169 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**

*-170 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:*

<b>University Seniority</b>	<b>Recall Rights</b>
<i>0 to 2 years</i>	<i>Length of University Seniority</i>
<i>2 to 10 years</i>	<i>2 years</i>
<i>10 to 15 years</i>	<i>3 years</i>
<i>15 to 20 years</i>	<i>4 years</i>
<i>20 years plus</i>	<i>5 years</i>

**-171** *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.*

**-172** *Employees will receive service month credit for part-time service to qualify for retirement benefits.*

**-173** *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.*

## **ARTICLE 15**

### **OFFICIAL PERSONNEL FOLDER(S)**

#### **RIGHT TO EXAMINE**

*-174 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**

*-175 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**

*-176 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**

*-177 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).*



## **ARTICLE 16**

### **ABSENCES**

#### **PROCEDURE**

*-178 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.*

## **ARTICLE 17**

### **LEAVES OF ABSENCE**

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

**-179** *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.*

**-180** *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]**

**-181** *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.*

**-182** *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).*

**-183** *Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during leaves of absence or extensions and layoffs.*

**-184** *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**

**-185** *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.*
  - iii. *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.*
- I. *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.*

*-186 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.*

*-187 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**

*-188 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.*

*-189 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.*

*-190 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.*

## ARTICLE 18

### COMPENSATION PROGRAMS

#### **SALARY INCREASE 1997**

*-191 Effective October 1, 1997, three (3%) percent general salary increase funds calculated on the total salary base as of September 30, 1997, will be made available for employees who have completed at least one (1) year of service on the effective date of increase. The raise will be allocated in the following manner:*

- A. Three-quarter (.75%) percent shall be provided to all employees in the bargaining unit who have completed one (1) year of University service on the effective date of increase.*
- B. Two and one-quarter (2.25%) percent will be allocated on the basis of merit to employees who have completed at least one (1) year of University service on the effective date of the increase, and who have received no less than a satisfactory overall rating on the latest employee evaluation.*

*-192 All funds made available by the Employer for general increases shall be expended on the salary of employees in the bargaining unit.*

#### **SALARY INCREASE 1998**

*-193 Effective October 1, 1998, three (3%) percent general salary increase funds calculated on the total salary base as of September 30, 1998, will be made available for employees who have completed at least one (1) year of service on the effective date of increase. The raise will be allocated in the following manner:*

- A. Three-quarter (.75%) percent shall be provided to all employees in the bargaining unit who have completed one (1) year of University service on the effective date of increase.*

- B. *Two and one-quarter (2.25%) percent will be allocated on the basis of merit to employees who have completed at least one (1) year of University service on the effective date of the increase, and who have received no less than a satisfactory overall rating on the latest employee evaluation.*

**-194** *All funds made available by the Employer for general increases shall be expended on salary of employees in the bargaining unit.*

### **SALARY INCREASE 1999**

**-195** *Effective October 1, 1999, three (3%) percent general salary increase funds calculated on the total salary base as of September 30, 1999, will be made available for employees who have completed at least one (1) year of service on the effective date of increase. The raise will be allocated in the following manner:*

- A. *Three-quarter (.75%) percent shall be provided to all employees in the bargaining unit who have completed one (1) year of University service on the effective date of increase.*
- B. *Two and one-quarter (2.25%) percent will be allocated on the basis of merit to employees who have completed at least one (1) year of University service on the effective date of the increase, and who have received no less than a satisfactory overall rating on the latest employee evaluation.*

**-196** *All funds made available by the Employer for general increases shall be expended on salary of employees in the bargaining unit.*

### **SALARY PROGRESSION PROGRAM**

**-197** *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.*

**-198** 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.

**-199** Special merit increases may be granted during the budget year with appropriate approvals.

### **MINIMUM HIRING LEVELS**

**-200** Minimum hiring levels will be determined by the Employer.

### **SALARY SCHEDULES**

<b>Effective October 1, 1997</b>		
<b>Grade Level</b>	<b>Minimum</b>	<b>Automatic Progression Level</b>
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

<i>Effective October 1, 1998</i>		
<i>Grade Level</i>	<i>Minimum</i>	<i>Automatic Progression Level</i>
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

<i>Effective October 1, 1999</i>		
<i>Grade Level</i>	<i>Minimum</i>	<i>Automatic Progression Level</i>
8	\$24,275	\$30,344
9	26,228	32,785
10	28,315	35,394
11	30,592	38,240
12	33,035	41,294
13	35,666	44,583
14	38,518	48,148
15	41,601	52,001
16	44,926	56,158
17	48,520	60,650

**NEW MINIMUM RATES**



*-201 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**

*-202 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.*

*-203 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.*

*-204 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.*

*-205 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.*

*-206 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.\**

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\* Refer to Letter of Agreement, page 102.

## **LONGEVITY PAY**

**-207** 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.

**-208** 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.

**-209** 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.

**-210** Military leave of absence will not adjust the longevity date.

**-211** 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.

**-212** Employees who are not on the active payroll due to layoff, but who otherwise meet the eligibility criteria, will receive a longevity payment.

**-213** 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.

**-214** 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.

**-215 PAYMENT SCHEDULE:**

<b>Years of Continuous Service</b>	<b>Annual Longevity Pay % of First \$9,500 of Annual Wage</b>
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%

**-216** Three-quarter (3/4) time employees: Percentage of first \$7,125 of annual wage.

**-217** One-half (1/2) time employees: Percentage of \$4,750 of annual wage.

## **BENEFIT OVERVIEW**

**-218** *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.*

**-219** *Wherever the term "full-time employee" is used, this is understood to include those employees on flexible appointments.*

## ARTICLE 19

### HEALTH BENEFITS

#### HEALTH CARE COVERAGE

*-220 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 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. Enrollment forms are available through the Benefits Office.*

*-221 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 sixty-five (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.*

*-222 Employees enrolled in the traditional plan receive a Three (\$3.00) Dollar co-pay prescription drug rider.*

*-223 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.*

*-224 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.*

*-225 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.

**-226** 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. Re-enrollment 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.

**-227** 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.

**-228** 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.

**-229** 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.

**-230** 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.

**-231** 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.

**-232** 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.

**-233** *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**

**-234** *The University offers a choice of two dental plans: fee for service (traditional plan) or Dental Maintenance Organization (DMO) for all regular full-time and part-time employees and official Michigan State University retirees.*

**-235** *Dental coverage is for eligible employees, retirees, survivors of retirees, and eligible dependents. The fee for service plan pays fifty percent (50%) of usual and customary charges for most dental services as defined in the Master Policy.*

**-236** *Full-time and part-time employees must enroll within sixty (60) days of initial employment or during a scheduled open enrollment. Coverage terminates at the end of the month employment terminates unless the employee is an official Michigan State University retiree. This benefit continues for employees on layoff or on approved leave of absence.*

**-237** *Benefit payments on the fee for service plan are limited each calendar year to Six Hundred (\$600.00) Dollars 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 (\$600.00). 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.*

**-238** *Coverage for the DMO must be provided through one of their participating centers. Some benefits, such as diagnostic, preventive and minor restorations are no cost to the employee and other benefits are provided with a fixed dollar copay. Orthodontic services are covered for under age nineteen (19) and over age nineteen (19) with a fixed dollar copay.*

**-239** *Dependent coverage terminates as above. In addition, certain changes in dependent status will terminate coverage for dependents. No conversion is possible for either of the dental plans.*

**-240** *The premium cost of the Dental HMO shall not be greater than the cost of the traditional Delta Dental Plan premium.*

## ARTICLE 20

### INSURANCE PROGRAMS

#### EMPLOYEE PAID LIFE PLAN

**-241** *The University provides an optional employee-paid life program for regular full-time and part-time staff. The benefit is payable in the event of death.*

**-242** *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.*

**-243** *Employees may enroll within sixty (60) days of initial employment or during a scheduled open enrollment period.*

#### ACCIDENTAL DEATH AND DISMEMBERMENT

**-244** *The University provides an Accidental Death and Dismemberment option for regular full-time and part-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).*

**-245** *The program is entirely funded from employee contributions, and rates are subject to future group experience.*

**-246** *Employees may enroll within sixty (60) days of initial employment or during a scheduled open enrollment period.*



### **EXPANDED LIFE PLAN**

*-247 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**

*-248 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.*

*-249 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**

*-250 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.*

*-251 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.*

## **ARTICLE 21**

### **LEAVES OF ABSENCE WITH PAY**

#### **GENERAL PROVISIONS**

**-252** *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.*

**-253** *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.*

**-254** *See sections on benefits for details on types of leaves.*

#### **BEREAVEMENT LEAVE**

**-255** *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.*

**-256** *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.*

**-257** *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.*

**-258** *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.*

*-259 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.*

*-260 Part-time employees will be paid only for the hours scheduled to work but not worked because of the death.*

*-261 Allowed bereavement leave may be taken any time during the period including the day of death and the day following the funeral.*

*-262 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**

*-263 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:*

<i>New Years (2 days)</i>	<i>Thanksgiving</i>
<i>Memorial Day</i>	<i>Friday after Thanksgiving</i>
<i>Independence Day</i>	<i>Christmas (2 days)</i>
<i>Labor Day</i>	

*-264 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.*

*-265 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.*

**-266** 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.

**-267** 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 who are required to perform work with prior approval of their supervisor, 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**

**-268** 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.

**-269** 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.

**-270** 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.

**-271** 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.

**-272** 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**

*-273 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**

*-274 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.*

*-275 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.*

*-276 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.*

*-277 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.*

*-278 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**

**-279** 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:

<b>On the Payroll</b>	<b>Full-Time</b>	<b>3/4 Time</b>	<b>1/2 Time</b>
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

**-280** 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.

**-281** 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**

**-282** *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.*

**-283** *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.*

**-284** *Sick leave is credited at the end of each month and may be accumulated to a maximum of one thousand two hundred (1,200) hours. Effective January 1, 1998, and thereafter, sick leave is credited at the end of each month and may be accumulated to a maximum of one thousand four hundred (1,400) hours. It is agreed that the additional two hundred (200) hours in maximum accrual shall have no cash value in relationship to any other paragraphs found within the Agreement.*

**-285** *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 257 of a member of the employee's household. An additional forty (40) hours may be used for the care of dependent children, spouse or parents of a member of the household who is ill. The total number of hours shall not exceed sixty-four (64).*
- E. *Illness or incapacity associated with pregnancy (see Maternity Leave Section).*

**-286** *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.*

**-287** *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**

**-288** *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.*

**-289** *The University, for cause, may direct an employee to go on sick leave.*

**-290** *Employees may be required to obtain approval from the University physician before returning to work.*

**-291** *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.*



*-292 University designated holidays falling within an employee's paid sick leave will not be charged to sick leave.*

### **FULL-TIME/PART-TIME STATUS CONSIDERATIONS**

*-293 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.*

*-294 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.*

*-295 Part-time employees will be paid only for the hours scheduled to work but not worked because of the sick leave.*

### **OTHER PROVISIONS**

*-296 An employee will not receive payment for unused sick leave when terminating, except when retiring as stated below.*

*-297 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.*

*-298 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.*

*-299 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 two hundred (1,200) hours.*

### **VACATION PAY**

**-300** *Accrued Vacation Leave Carryover*

<b>Grade Levels Up To and Including 11</b>			
<b>Service Months</b>	<b>Earning Rate</b>	<b>Annual Accrual</b>	<b>Maximum Accrual</b>
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	240 hours

<b>Grade Levels 12 and Above</b>			
<b>Service Months</b>	<b>Earning Rate</b>	<b>Annual Accrual</b>	<b>Maximum Accrual</b>
Completion of First 6 Months of Service	90 hours		
7th Month	16 hours/month	192 hours	240 hours

**-301** *Employees at grade levels **12 and above** will be credited with ninety (90) hours upon employee completion of the first six (6) months of employment. Thereafter, vacation will accrue at the rate of sixteen (16) hours per month.*

**-302** *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**

**-303** An employee may take vacation at any time during the year with permission of the supervisor and in accordance with departmental requirements.

**-304** Vacation is to be taken and reported in full hour increments.

**-305** A maximum of eight (8) hours pay may be made for each day of vacation. May vary for persons on a flexible appointment.

**-306** 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.

**-307** University designated holidays falling within the employee's vacation will not be charged to accrued vacation.

**-308** While on vacation, an employee may not change usage for time taken for other forms of paid leave.

**-309** The employee will normally use all vacation before commencing a leave of absence without pay, except for sickness or disability.

**-310** Vacation may be used to supplement worker's compensation up to a maximum of eight (8) hours total pay for each day of absence.

**-311** 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.

**-312** 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.

**-313** Part-time employees will be paid only for the hours scheduled to work but not worked because of vacation.

**-314** 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.

**-315** An employee will receive payment for unused vacation when terminating employment.

## **ARTICLE 22**

### **EDUCATIONAL PROGRAMS**

#### **EDUCATIONAL ASSISTANCE**

**-316** *The University provides assistance to enhance an employee's educational and career development needs and goals for regular full-time and part-time staff.*

#### **TUITION REIMBURSEMENT**

**-317** *Tuition from an accredited educational institution will be waived/reimbursed for up to fourteen (14) credits per MSU academic year upon successful completion of the course(s). Part-time employees shall be eligible for tuition waiver/reimbursement on a proportional basis. A grade of 2.0 or better (or "CR" - credit) is required for a credit course.*

**-318** *Reimbursement for tuition at other institutions shall be no greater than the MSU resident Lifelong Education rates. Application for educational assistance must be submitted to Human Resource Development prior to the start of classes at the institution where class(es) will be taken. Only fees per credit will be reimbursed.*

**-319** *If the employee is covered by benefits such as scholarship or fellowship aid, government aid, GI benefits, or similar assistance, waiver/reimbursement will be made only for that portion of the tuition which exceeds the amount of those benefits.*

#### **RELEASE TIME**

**-320** *Release time may be granted for up to five (5) hours per week.*

## **ELIGIBILITY**

**-321** *The employee becomes eligible upon the completion of twelve (12) full-time equivalent service months prior to the start of the class(es) being applied for. The employee must have permission of his/her supervisor and/or the department/unit administrator.*

**-322** *The employee must be admitted to the educational institution where the course work will be taken.*

**-323** *To receive reimbursement for MSU courses, the employee shall submit the completed Educational Assistance form with departmental approval to Human Resource Development. For the waiver to appear as a credit on the first billing by the Office of Fees and Scholarships, the employee must submit the educational assistance form to Human Resource Development at least thirty (30) days prior to the date of the first billing. Applications for educational assistance received after this deadline may result in late fees being assessed by Enrollment Services according to MSU registration policies. Payment of late fees will be the responsibility of the employee.*

**-324** *To receive reimbursement for non-MSU courses, the employee shall submit the completed educational assistance form with departmental approval to Human Resource Development 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.*

**-325** *Tuition waiver/reimbursement for the course(s) will be at the MSU per credit rate (not to exceed fourteen [14] per academic year), plus the MSU Matriculation Fee where applicable. Course and other fees are the responsibility of the employee.*

**-326** *Employees who have had their tuition waived will authorize Human Resource Development 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 Association agrees to be responsible for the outstanding debt(s) up to fourteen (14) credits for each employee.*

## **TUITION WAIVER**

**-327** Bargaining unit members 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).

**-328** Employees interested in utilizing the tuition waiver program must submit their educational assistance application complete with departmental approval to the Human Resource Development 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.

**-329** If the above timelines are met and the educational assistance application is approved, the Human Resource Development Office will forward a list of employees eligible for tuition waiver to the Fees and Scholarship Office and to the Association.

**-330** Employees will be responsible for all charges in excess of the Matriculation Fee and in excess of six (6) courses up to fourteen (14) credit hours over the academic year. The Human Resource Development 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 Human Resource Development Office.

**-331** Employees who have had their tuition waived will authorize the Human Resource Development 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).

## **NON-CREDIT COURSES**

**-332** Employees may apply for reimbursement and release time for non-credit courses.

**-333** 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 Human Resources Development approved Educational/Training Programs are reimbursable.

**-334** Part-time employees with twelve (12) full-time equivalent service months shall be eligible for job-related non-credit courses on a basis proportional to their employment status. Part-time employees shall not be eligible for release time.

**-335** Non-credit course reimbursement will not exceed Eight Hundred (\$800.00) Dollars per academic year.

**-336** If non-credit courses are taken during the same academic year as credit courses, the total reimbursement will not exceed the MSU resident Lifelong Education rates for up to fourteen (14) credit hours.

**-337** 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 Human Resource Development signed by the instructor.

### **COURSE FEE COURTESY POLICY**

**-338** 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.

**-339** 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**

**-340** 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.

**-341** 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.

*-342 Dependent spouse shall be defined as the legally recognized spouse of a staff member.*

*-343 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.*

*-344 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.*

*-345 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.*

*-346 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.*

*-347 Dependent children and spouses of eligible staff on approved leave of absence will be eligible for the course fee courtesy.*

*-348 This program also covers the surviving dependent children and spouses of eligible staff and retirees.*

*-349 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.*



**-350** *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.*

**-351** *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.*

**-352** *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.*

**-353** *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.*

**-354** *Course fees covered through the Course Fee Courtesy Program will be limited to courses published in the Schedule of Courses and its supplements.*

**-355** *Requests for application forms or questions regarding the Course Fee Courtesy Program should be directed to the Benefits Office--353-4434.*

## ARTICLE 23

### RETIREMENT BENEFITS

**-356** *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.*

**-357** *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). Retirees are required to enroll in both Parts A and B of Medicare, and pay the required premium when eligible. University coverage will become supplemental to Medicare.*

### CONTRIBUTIONS

**-358** *Employee contributions are five percent (5%) and University contributions are ten percent (10%) of the employee's base salary or wage.*

**-359** *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.*

**-360** *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.*

**-361** *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).*
- 3. Once required participation commences, it is not possible to*

*withdraw from the University retirement programs while employed at the University.*

**-362** *Employees have a cashability option as described in the Board of Trustees action of February 1, 1991.*

## **ARTICLE 24**

### **WORKER'S COMPENSATION AND DISABILITY**

#### **WORKER'S COMPENSATION**

*-363 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.*

*-364 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)**

*-365 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**

*-366 The University provides an interim income protection plan for regular full-time staff expected to receive long term disability benefits. The benefit provides full pay 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.

**-367** 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.

**-368** 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**

**-369** The University provides income protection through the long term disability plan for regular full-time staff.

**-370** 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.

**-371** 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, 1997 are:

<u>Full Title</u>	<u>Level</u>
<i>Academic Event Coordinator</i> .....	12
<i>Academic Personnel Records Manager</i> .....	14
<i>Accountant I/S</i> .....	11
<i>Accountant II/S</i> .....	13
<i>Accountant/Chief</i> .....	16
<i>ADJB Coordinator/Freedom of Information Officer</i> .....	15
<i>Administrative Assistant I/S</i> .....	10
<i>Administrative Assistant II/S</i> .....	11
<i>Administrative Assistant III/S</i> .....	13
<i>Administrative Associate I</i> .....	14
<i>Administrative Associate II/S</i> .....	15
<i>Admissions Assistant Director</i> .....	14
<i>Admissions Associate Director/Operations</i> .....	16
<i>Admissions Associate Director/Recruitment</i> .....	17
<i>Admissions Officer II/S</i> .....	13
<i>Advisement/Recruitment Coordinator</i> .....	14
<i>Alumni Donor Records Manager</i> .....	14
<i>Alumni Programs Assistant Director</i> .....	14
<i>Alumni Programs Associate Director</i> .....	17
<i>Anatomy Resources Manager</i> .....	13
<i>Applications &amp; Maintenance Program Manager I</i> .....	14
<i>Applications &amp; Maintenance Program Manager II</i> .....	15
<i>Art Designer</i> .....	12
<i>Athletic Equipment Supervisor</i> .....	12
<i>Auditor Information Systems</i> .....	13
<i>Automotive Services Assistant Manager</i> .....	14
<i>Auxiliary Operations Manager</i> .....	16
<i>Banquet Manager</i> .....	12
<i>Benefits Administration Assistant Director</i> .....	15
<i>Biological Safety Officer/S</i> .....	14
<i>Botanical Technologist II/S</i> .....	11
<i>Broadcasting Services Assistant Director/Marketing &amp; Development</i> .....	15
<i>Buyer/S</i> .....	10

<u>Full Title</u>	<u>Level</u>
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<i>Campus Park and Planning Assistant Director</i> .....	16
<i>Cardiovascular Technologist II</i> .....	12
<i>Career Services Assistant Director</i> .....	14
<i>Career Services Assistant Director/Research</i> .....	15
<i>Career Services Coordinator/S</i> .....	13
<i>Career Services Research Administrator</i> .....	13
<i>Cartographic Laboratory Manager</i> .....	12
<i>Catalog Editorial Administrator</i> .....	13
<i>Catering Coordinator/S</i> .....	11
<i>Chemical Safety Officer</i> .....	14
<i>Client Service Manager/Breslin Center</i> .....	13
<i>Clinical Laboratory Manager</i> .....	14
<i>Collections Manager, Michigan State University Museum</i> .....	12
<i>Collections Manager/Beal Botanical Garden</i> .....	13
<i>College Alumni Coordinator/S</i> .....	12
<i>Computer Laboratory Business Manager</i> .....	13
<i>Computer Laboratory Division Manager</i> .....	17
<i>Computer Shift Operations Supervisor</i> .....	11
<i>Concessions Manager</i> .....	13
<i>Consortium Coordinator I/S</i> .....	13
<i>Consortium Coordinator II/S</i> .....	14
<i>Construction and Maintenance Assistant Coordinator</i> .....	15
<i>Construction and Maintenance Coordinator</i> .....	16
<i>Construction Contract Administrator</i> .....	14
<i>Contract and Grant Accountant I</i> .....	11
<i>Contract and Grant Administrator</i> .....	13
<i>Contracts and Grants Administration Assistant Director</i> .....	17
<i>Contracts and Grants Management Analyst</i> .....	15
<i>Controller Associate</i> .....	17
<i>Controller Senior Assistant Manager/Analyst/S</i> .....	13
<i>Counseling Services Assistant Director</i> .....	14
<i>Cowles House Coordinator</i> .....	11
<i>Cowles House Manager</i> .....	12
<i>Curriculum Assistant I/S</i> .....	11
<i>Custodial and Maintenance Supervisor</i> .....	10
<i>Custodial Services Manager</i> .....	17
<i>Custodial Supervisor</i> .....	12
<i>Dairy Plant Operations Supervisor</i> .....	11
<i>Data Processing Administration and Planning Manager</i> .....	15
<i>Data Resource Analyst/S</i> .....	13

Full Title

Level

<i>Deputy Chief of Police</i> .....	17
<i>Development Officer I/S</i> .....	12
<i>Development Officer II/S</i> .....	14
<i>Development Officer III</i> .....	15
<i>Development Research Manager</i> .....	13
<i>Distribution and Photographic Services Assistant Manager</i> .....	13
<i>Donor Recognition Coordinator</i> .....	11
<i>Donor Relations Manager</i> .....	13
<i>Editor II/S</i> .....	11
<i>Editor III/S</i> .....	13
<i>Educational Program Coordinator I/S</i> .....	11
<i>Educational Program Coordinator II/S</i> .....	12
<i>Electron Microscopist III/S</i> .....	13
<i>Employee Assistance Coordinator</i> .....	13
<i>Engineer/Architect II/S</i> .....	12
<i>Engineer Architect III/S</i> .....	14
<i>Engineer Architect IV/S</i> .....	16
<i>Engineer V</i> .....	17
<i>Engineering/Physicist Accelerator II/S</i> .....	12
<i>Engineering/Physicist Accelerator III/S</i> .....	14
<i>Environmental Health/Safety Supervisor</i> .....	14
<i>Executive Assistant I</i> .....	12
<i>Executive Chef/Kellogg Center</i> .....	13
<i>Executive Secretary I/S</i> .....	8
<i>Executive Secretary II/S</i> .....	10
<i>Executive Sous Chef/Kellogg Center</i> .....	12
<i>Executive Staff Assistant/S</i> .....	11
<i>Faculty Group Practice Contract Administrator</i> .....	14
<i>Faculty Group Practice Information Services Manager</i> .....	14
<i>Farm Manager I/S</i> .....	13
<i>Farm Manager II/S</i> .....	14
<i>Farm Manager III</i> .....	15
<i>Financial Aid Assistant Director</i> .....	15
<i>Financial Aid Associate Director</i> .....	17
<i>Financial Aid Officer III/S</i> .....	13
<i>Financial Analyst &amp; Tax Manager</i> .....	16
<i>Fiscal and Personnel Administrator/ANR</i> .....	16
<i>Food and Beverage Manager</i> .....	14
<i>Food Management Database Coordinator/S</i> .....	11
<u>Full Title</u> .....	<u>Level</u>
<i>Food Service Coordinator</i> .....	16



<i>Food Service Manager I</i> .....	11
<i>Food Service Manager II</i> .....	12
<i>Food Stores Assistant Manager</i> .....	13
<i>Food Stores/ Support Operations Manager</i> .....	17
<i>Food Supervisor</i> .....	10
<i>Food Supervisor Trainee</i> .....	9
<i>Genetics Counselor/ S</i> .....	13
<i>Golf Course Maintenance Supervisor</i> .....	12
<i>Golf Course Manager</i> .....	14
<i>Golf Course Operations Manager</i> .....	12
<i>Golf Course Superintendent</i> .....	15
<i>Governmental Affairs Communications Officer</i> .....	16
<i>Graphic Artist Supervisor</i> .....	12
<i>Graphic Artist II/ S</i> .....	11
<i>Grounds Maintenance Manager</i> .....	17
<i>Grounds Supervisor</i> .....	12
<i>Hardware/ Communications Manager</i> .....	13
<i>Hazardous Waste Coordinator</i> .....	13
<i>Health Center Associate Director</i> .....	17
<i>Health Center Associate Director/ Clinical</i> .....	17
<i>Health Education Service Coordinator</i> .....	13
<i>Histology Technician III/ S</i> .....	10
<i>Horticulturist/ S</i> .....	12
<i>House Manager/ Performing Arts</i> .....	13
<i>Housekeeping Supervisor</i> .....	10
<i>Housing Administration Manager</i> .....	14
<i>Housing and Food Service Systems Coordinator</i> .....	14
<i>Housing Program Personnel Administrator</i> .....	14
<i>Housing Programs Area Administrator</i> .....	15
<i>Human Resources Development Coordinator</i> .....	12
<i>Human Resources Manager</i> .....	13
<i>Human Resources Supervisor</i> .....	12
<i>Human Resources/ Employee Relations Assistant Director-</i> <i>Human Resource Development</i> .....	15
<i>Information Officer I/ S</i> .....	12
<i>Information Officer II/ S</i> .....	14
<i>Information Services Manager</i> .....	16
<i>Information Systems Manager</i> .....	16
<u>Full Title</u> .....	<u>Level</u>
<i>Information Technologist I/ S</i> .....	12
<i>Information Technologist III/ S14</i>	

<i>Information Technologist IV/S</i> .....	15
<i>Information Technology Associate Director</i> .....	17
<i>Interior Designer II</i> .....	11
<i>International Business Program Coordinator</i> .....	13
<i>International Students and Scholars Office Manager</i> .....	16
<i>Intramural Sports Assistant Director/S</i> .....	14
<i>Intramural Sports Associate Director</i> .....	16
<i>Investments and Trusts Manager</i> .....	17
<i>Kellogg Center Assistant Manager/ Manager-On-Duty</i> .....	11
<i>Kellogg Center Engineering Services Manager</i> .....	13
<i>Kellogg Center Catering and Sales Coordinator/S</i> .....	12
<i>Kellogg Center Manager</i> .....	17
<i>Kellogg Hotel and conference Center Rooms Division</i> .....	13
<i>Laboratory Preparation Supervisor</i> .....	9
<i>Language Laboratory Manager</i> .....	10
<i>Library Assistant III/S</i> .....	10
<i>Library Assistant IV/S</i> .....	12
<i>Library Assistant V/S</i> .....	13
<i>Landscape Construction Coordinator</i> .....	13
<i>Long Range Planning Assistant Director</i> .....	17
<i>Maintenance Products and Equipment Supervisor</i> .....	11
<i>Maintenance Services Manager</i> .....	17
<i>Maintenance/Repair Supervisor</i> .....	12
<i>Management Analyst/S</i> .....	14
<i>Manager Assistant/ Controller</i> .....	12
<i>Manager/ Controller</i> .....	15
<i>Marketing and Sales Coordinator/S</i> .....	12
<i>Marketing and Sales Manager</i> .....	14
<i>Medical Laboratory Manager</i> .....	13
<i>Medical Records Coordinator</i> .....	12
<i>Medical Records Service Manager</i> .....	13
<i>Medical Technologist III</i> .....	12
<i>Microcomputer Hardware/ Software Coordinator/S</i> .....	11
<i>Minorities/ Women's Program Manager</i> .....	14
<i>Minority Business Assistance Coordinator</i> .....	14
<i>Minority Student Affairs/ Assistant to the Vice President</i> .....	15
<u>Full Title</u>	<u>Level</u>
<i>Multicultural Development Coordinator/S</i> .....	14
<i>Munn Arena Manager</i> .....	14

<i>Network Communications Manager</i> .....	15
<i>Night Manager/S</i> .....	11
<i>Nursery Technologist II</i> .....	11
<i>Occupational Therapist II</i> .....	13
<i>Office Supervisor I</i> .....	10
<i>Office Supervisor II</i> .....	11
<i>Office Supervisor III</i> .....	12
<i>OPB Ast Director for Facilities Planning and Space Management</i> .....	16
<i>Operations and Facilities Coordinator</i> .....	13
<i>Operations and Production Assistant Manager</i> .....	12
<i>Operations and Production Manager</i> .....	15
<i>Operations Supervisor I</i> .....	10
<i>Operations Supervisor II</i> .....	11
<i>Operations Supervisor III</i> .....	12
<i>Optometrist</i> .....	14
<i>Outreach Communications Publications Manager</i> .....	14
<i>Parking Supervisor</i> .....	13
<i>Performing Arts Assistant Director</i> .....	14
<i>Performing Arts Associate Director</i> .....	15
<i>Personnel Assistant Administrator/S</i> .....	12
<i>Pest Control Supervisor</i> .....	13
<i>Pharmacist I/S</i> .....	13
<i>Pharmacist II</i> .....	15
<i>Photographer II</i> .....	12
<i>Physical Therapist II</i> .....	14
<i>Piano Maintenance Coordinator</i> .....	12
<i>Placement Advisor</i> .....	13
<i>Placement Assistant Director/ International Placement</i> .....	14
<i>Planetarium Manager</i> .....	15
<i>Planner/ Inspector/ Analyst II/S</i> .....	13
<i>Planner/ Inspector/ Analyst III/S</i> .....	14
<i>Police Captain</i> .....	15
<i>Police Lieutenant</i> .....	14
<i>Production Analyst Manager</i> .....	13
<i>Producer/Director of Photography/S</i> .....	13
<i>Production Manager</i> .....	14
<u>Full Title</u> .....	<u>Level</u>
<i>Programmer Analyst/S</i> .....	11
<i>Psychologist II</i> .....	15
<i>Public Relations Assistant Director/ Broadcasting and Marketing</i> .....	15
<i>Public Relations Assistant Director/ Publications</i> .....	15

<i>Public Relations Assistant Director/ Sports Information</i> .....	15
<i>Public Relations Associate Director</i> .....	16
<i>Public Safety Associate Director</i> .....	17
<i>Public Safety Deputy Director</i> .....	16
<i>Public Safety Parking and Special Events Coordinator</i> .....	14
<i>Purchasing Agent Associate/Minority Procurement Coordinator</i> .....	15
<i>Purchasing Manager</i> .....	17
<i>Quality Management Administrator</i> .....	14
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**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 Overtime, employees classified as

Custodial Supervisor - located within the Physical Plant Division

Skilled Trades Supervisor - located within Physical Plant Division

Golf Course Maintenance Supervisor - located within Grounds Department

Grounds Supervisor - located within Grounds Department

Lieutenants - 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.

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 Emergency Duty, Call-back, employees classified as Skilled Trades Supervisor and located within Physical Plant Division shall be eligible for call-back 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 Shift Differential, employees classified as Custodial Supervisor and located within Physical Plant Division, Operations Supervisor at Central Bakery and Lieutenants 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, 2000,\*\* 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: 7-10-98

FOR THE ASSOCIATION

  
\_\_\_\_\_

Leonard Govoni

President, MSUA/PSA

Date: 7/7/98

\*\* Modified by date only.



**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:

Renewed October 1, 1997:

FOR THE UNIVERSITY

FOR THE ASSOCIATION



Samuel A. Baker  
Director, Employee Relations  
Date: 7-10-98



Leonard Govoni  
President, MSUAPSA  
Date: 7/7/98

**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 1997-2000 collective bargaining process, the following is hereby understood:*

*The parties agree, during the term of this Agreement (which is for the term October 1, 1997, through September 30, 2000), to continue to meet and confer regarding the reduction of units found in Article 9, Reduction in Force.*

FOR THE UNIVERSITY

FOR THE ASSOCIATION



Samuel A. Baker  
Director, Employee Relations  
Date: 7-10-98



Leonard Govoni  
President, MSUAPSA  
Date: 7/7/98

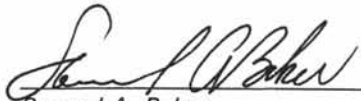
**Letter of Understanding  
Between  
Michigan State University,  
The Employer,  
and  
Michigan State University Administrative-Professional  
Supervisors Association**

*As a result of discussions between the parties during the 1997-2000 collective bargaining process, the following is hereby understood:*

*The parties agree to reopen the contract during the third year of the Agreement for the sole purpose of discussing the concept of a family optical plan.*

FOR THE UNIVERSITY

FOR THE ASSOCIATION

  
\_\_\_\_\_  
Samuel A. Baker  
Director, Employee Relations  
Date: 7-10-98

  
\_\_\_\_\_  
Leonard Govoni  
President, MSUAPSA  
Date: 7/7/98

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# 1997

JANUARY							IMPORTANT DATES							JULY																														
S	M	T	W	T	F	S								S	M	T	W	T	F	S																								
			1	2	3	4	<b>JANUARY</b>	1	New Year's Day				1	2	3	4	5																											
5	6	7	8	9	10	11	15	Martin Luther King, Jr.'s Birthday	6	7	8	9	10	11	12																													
12	13	14	15	16	17	18	20	Martin Luther King, Jr. Day	13	14	15	16	17	18	19																													
19	20	21	22	23	24	25	<b>FEBRUARY</b>	12	Lincoln's Birthday	20	21	22	23	24	25	26																												
26	27	28	29	30	31	12	Ash Wednesday	27	28	29	30	31																																
							14	Valentine's Day																																				
							17	Washington - Lincoln Day																																				
							22	Washington's Birthday																																				
							<b>MARCH</b>																																					
							17	St. Patrick's Day																																				
							23	Palm Sunday																																				
							28	Good Friday																																				
							30	Easter Sunday																																				
							<b>APRIL</b>																																					
							6	Daylight Saving Time begins																																				
							22	Passover																																				
							23	Professional Secretaries Day <sup>®</sup>																																				
							<b>MAY</b>																																					
							11	Mother's Day																																				
							17	Armed Forces Day																																				
							19	Victoria Day (Canada)																																				
							26	Memorial Day - Obsvd.																																				
							30	Memorial Day																																				
							<b>JUNE</b>																																					
							14	Flag Day																																				
							15	Father's Day																																				
							24	St-Jean (Québec)																																				
							<b>JULY</b>																																					
							1	Canada Day (Canada)																																				
							4	Independence Day																																				
							<b>SEPTEMBER</b>																																					
							1	Labor Day																																				
							<b>OCTOBER</b>																																					
							2	Rosh Hashanah																																				
							11	Yom Kippur																																				
							12	Columbus Day																																				
							13	Columbus Day - Obsvd.																																				
							13	Thanksgiving Day (Canada)																																				
							24	United Nations Day																																				
							26	Daylight Saving Time ends																																				
							31	Halloween																																				
							<b>NOVEMBER</b>																																					
							4	Election Day																																				
							11	Veterans Day																																				
							11	Remembrance Day (Canada)																																				
							27	Thanksgiving Day																																				
							<b>DECEMBER</b>																																					
							24	Hanukkah																																				
							25	Christmas Day																																				
							26	Boxing Day (Canada)																																				
							<b>AUGUST</b>																																					
							S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
							3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31									
							<b>SEPTEMBER</b>																																					
							S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
							7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30														
							<b>OCTOBER</b>																																					
							S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
							5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31											
							<b>NOVEMBER</b>																																					
							S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
							2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30									
							<b>DECEMBER</b>																																					
							S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
							7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31													

# 1998

JANUARY							IMPORTANT DATES							JULY										
S	M	T	W	T	F	S	<b>JANUARY</b>	1	New Year's Day	5	6	7	8	9	10	11	<b>JULY</b>	S	M	T	W	T	F	S
4	5	6	7	8	9	10	15	Martin Luther King, Jr.'s Birthday	12	13	14	15	16	17	18	5	6	7	8	9	10	11		
11	12	13	14	15	16	17	19	Martin Luther King, Jr. Day	19	20	21	22	23	24	25	12	13	14	15	16	17	18		
18	19	20	21	22	23	24	<b>FEBRUARY</b>	12	Lincoln's Birthday	26	27	28	29	30	31	19	20	21	22	23	24	25		
25	26	27	28	29	30	31	14	Valentine's Day								26	27	28	29	30	31			
<b>FEBRUARY</b>							16	Washington's Birthday - Obsvd.	<b>AUGUST</b>															
S	M	T	W	T	F	S	22	Washington's Birthday	S	M	T	W	T	F	S									
1	2	3	4	5	6	7	25	Ash Wednesday	2	3	4	5	6	7	8									
8	9	10	11	12	13	14	<b>MARCH</b>	9	10	11	12	13	14	15										
15	16	17	18	19	20	21	17	St. Patrick's Day	16	17	18	19	20	21	22									
22	23	24	25	26	27	28	<b>APRIL</b>	5	Palm Sunday	23	24	25	26	27	28	29								
<b>MARCH</b>							5	Daylight Saving Time begins	30	31														
S	M	T	W	T	F	S	10	Good Friday	<b>SEPTEMBER</b>															
1	2	3	4	5	6	7	11	Passover*	S	M	T	W	T	F	S									
8	9	10	11	12	13	14	12	Easter Sunday	6	7	8	9	10	11	12									
15	16	17	18	19	20	21	22	Professional Secretaries Day*	13	14	15	16	17	18	19									
22	23	24	25	26	27	28	<b>MAY</b>	20	21	22	23	24	25	26										
29	30	31	10	Mother's Day	27	28	29	30																
<b>APRIL</b>							16	Armed Forces Day	<b>OCTOBER</b>															
S	M	T	W	T	F	S	18	Victoria Day (Canada)	S	M	T	W	T	F	S									
1	2	3	4	5	6	7	25	Memorial Day - Obsvd.	4	5	6	7	8	9	10									
8	9	10	11	12	13	14	30	Memorial Day	11	12	13	14	15	16	17									
15	16	17	18	19	20	21	<b>JUNE</b>	18	19	20	21	22	23	24										
22	23	24	25	26	27	28	14	Flag Day	25	26	27	28	29	30	31									
29	30	31	21	Father's Day	<b>NOVEMBER</b>																			
<b>MAY</b>							24	St-Jean (Québec)	S	M	T	W	T	F	S									
S	M	T	W	T	F	S	<b>JULY</b>	1	Canada Day (Canada)	1	2	3	4	5	6	7								
1	2	3	4	5	6	7	4	Independence Day	8	9	10	11	12	13	14									
8	9	10	11	12	13	14	<b>SEPTEMBER</b>	15	16	17	18	19	20	21										
15	16	17	18	19	20	21	7	Labor Day	22	23	24	25	26	27	28									
22	23	24	25	26	27	28	21	Rosh Hashanah*	29	30														
26	27	28	29	30	30	Yom Kippur*	<b>DECEMBER</b>																	
<b>APRIL</b>							<b>OCTOBER</b>	12	Columbus Day - Obsvd.	S	M	T	W	T	F	S								
S	M	T	W	T	F	S	12	Thanksgiving Day (Canada)	1	2	3	4	5	6	7									
1	2	3	4	5	6	7	24	United Nations Day	8	9	10	11	12	13	14									
8	9	10	11	12	13	14	25	Daylight Saving Time ends	15	16	17	18	19	20	21									
15	16	17	18	19	20	21	31	Halloween	22	23	24	25	26	27	28									
22	23	24	25	26	27	28	<b>NOVEMBER</b>	29	30	29	30													
26	27	28	29	30	3	Election Day	<b>NOVEMBER</b>																	
<b>MAY</b>							11	Veterans Day	S	M	T	W	T	F	S									
S	M	T	W	T	F	S	11	Remembrance Day (Canada)	1	2	3	4	5	6	7									
1	2	3	4	5	6	7	26	Thanksgiving Day	8	9	10	11	12	13	14									
8	9	10	11	12	13	14	<b>DECEMBER</b>	15	16	17	18	19	20	21										
15	16	17	18	19	20	21	14	Hanukkah*	22	23	24	25	26											
22	23	24	25	26	27	28	25	Christmas Day	27	28	29	30	31											
28	29	30	26	Boxing Day (Canada)	<b>DECEMBER</b>																			

\* All Jewish holidays begin at sundown the day before they are listed here.

# 1999

JANUARY							IMPORTANT DATES							JULY									
S	M	T	W	T	F	S	JANUARY							S	M	T	W	T	F	S			
					1	2	1	New Year's Day								1	2	3					
3	4	5	6	7	8	9	15	Martin Luther King, Jr.'s Birthday	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
10	11	12	13	14	15	16	18	Martin Luther King, Jr. Day	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
17	18	19	20	21	22	23	<b>FEBRUARY</b>																
24	25	26	27	28	29	30	12	Lincoln's Birthday															
31								14	Valentine's Day														
							15	Washington's Birthday - Obsvd.															
							17	Ash Wednesday															
							22	Washington's Birthday															
							<b>MARCH</b>																
							17	St. Patrick's Day															
							28	Palm Sunday															
							<b>APRIL</b>																
							1	Passover*															
							2	Good Friday															
							4	Easter Sunday															
							4	Daylight Saving Time begins															
							21	Professional Secretaries Day <sup>®</sup>															
							<b>MAY</b>																
							9	Mother's Day															
							15	Armed Forces Day															
							24	Victoria Day (Canada)															
							30	Memorial Day															
							31	Memorial Day - Obsvd.															
							<b>JUNE</b>																
							14	Flag Day															
							20	Father's Day															
							24	St-Jean (Québec)															
							<b>JULY</b>																
							1	Canada Day (Canada)															
							4	Independence Day															
							<b>SEPTEMBER</b>																
							6	Labor Day															
							11	Rosh Hashanah*															
							20	Yom Kippur*															
							<b>OCTOBER</b>																
							11	Columbus Day - Obsvd.															
							11	Thanksgiving Day (Canada)															
							12	Columbus Day															
							24	United Nations Day															
							31	Halloween															
							31	Daylight Saving Time ends															
							<b>NOVEMBER</b>																
							2	Election Day															
							11	Veterans Day															
							11	Remembrance Day (Canada)															
							25	Thanksgiving Day															
							<b>DECEMBER</b>																
							4	Hanukkah*															
							25	Christmas Day															
							26	Boxing Day (Canada)															

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# 2000

JANUARY							IMPORTANT DATES							JULY						
S	M	T	W	T	F	S								S	M	T	W	T	F	S
						1	<b>JANUARY</b>													1
2	3	4	5	6	7	8	1 New Year's Day							2	3	4	5	6	7	8
9	10	11	12	13	14	15	15 Martin Luther King, Jr.'s Birthday							9	10	11	12	13	14	15
16	17	18	19	20	21	22	17 Martin Luther King, Jr. Day							16	17	18	19	20	21	22
23	24	25	26	27	28	29	<b>FEBRUARY</b>							23	24	25	26	27	28	29
30	31						12 Lincoln's Birthday							30	31					
							14 Valentine's Day													
							21 Washington's Birthday - Obsvd.													
							22 Washington's Birthday													
							<b>MARCH</b>													
							8 Ash Wednesday													
							17 St. Patrick's Day													
							<b>APRIL</b>													
							2 Daylight Saving Time begins													
							16 Palm Sunday													
							20 Passover													
							21 Good Friday													
							23 Easter Sunday													
							26 Professional Secretaries Day®													
							<b>MAY</b>													
							14 Mother's Day													
							20 Armed Forces Day													
							22 Victoria Day (Canada)													
							29 Memorial Day - Obsvd.													
							30 Memorial Day													
							<b>JUNE</b>													
							14 Flag Day													
							18 Father's Day													
							24 St-Jean (Québec)													
							<b>JULY</b>													
							1 Canada Day (Canada)													
							4 Independence Day													
							<b>SEPTEMBER</b>													
							4 Labor Day													
							30 Rosh Hashanah*													
							<b>OCTOBER</b>													
							9 Yom Kippur*													
							9 Columbus Day - Obsvd.													
							9 Thanksgiving Day (Canada)													
							12 Columbus Day													
							24 United Nations Day													
							29 Daylight Saving Time ends													
							31 Halloween													
							<b>NOVEMBER</b>													
							7 Election Day													
							11 Veterans Day													
							11 Remembrance Day (Canada)													
							23 Thanksgiving Day													
							<b>DECEMBER</b>													
							22 Hanukkah*													
							25 Christmas Day													
							26 Boxing Day (Canada)													

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