

Agreement between
MICHIGAN STATE UNIVERSITY

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and



AFSCME
LOCAL
1585



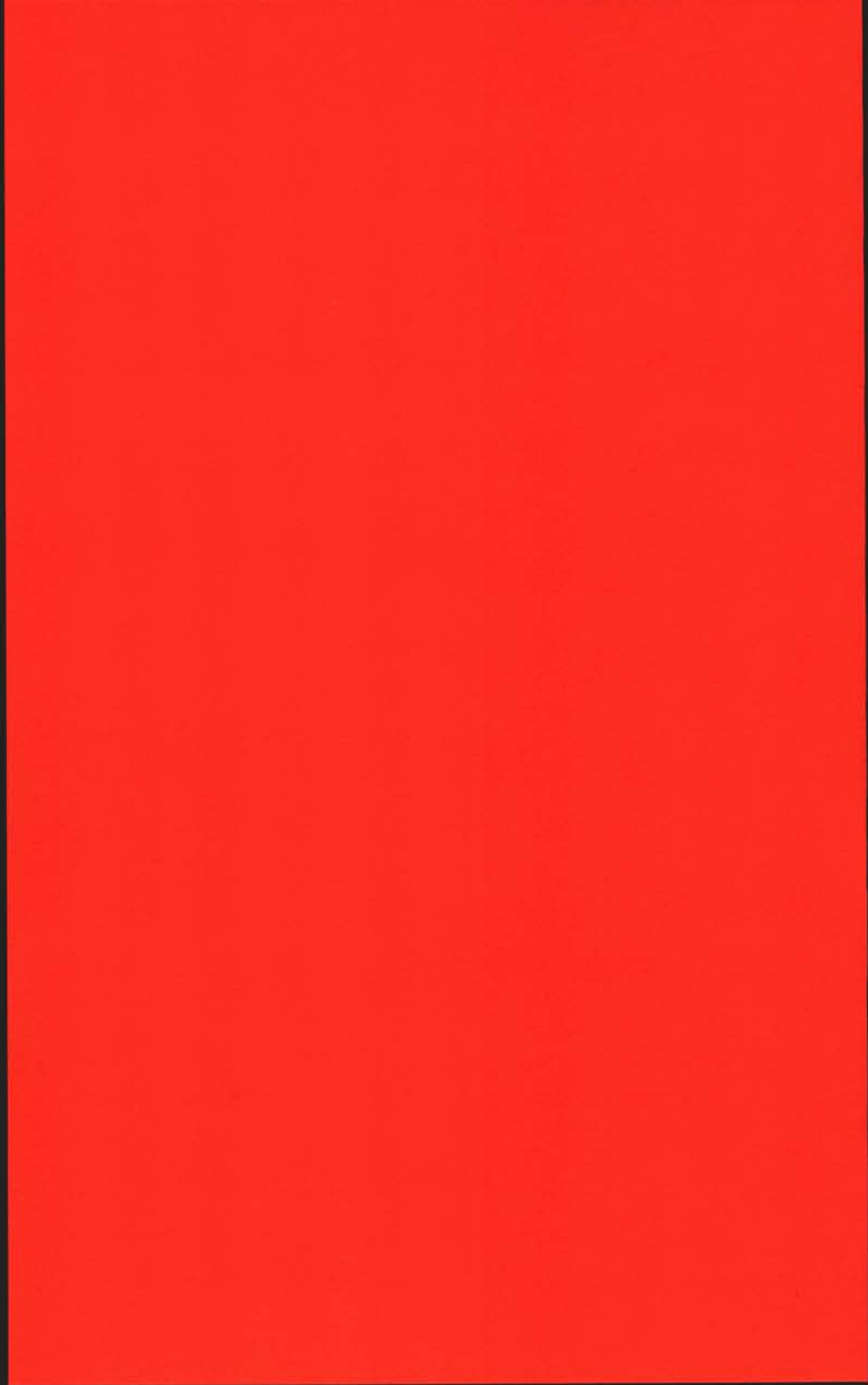
COUNCIL NO. 25
AFSCME
AFL-CIO



AFSCME
INTERNATIONAL

August 1, 2006 – July 31, 2010

MSU is an affirmative-action, equal opportunity employer



PREFACE

-1 The board of Trustees of Michigan State University and AFSCME Local 1585 recognize their moral and legal responsibilities under federal, state, and local laws.

-2 The University and the Union 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 preference, political affiliation, or national origin.

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AGREEMENT

-3 This Agreement, entered into this fourteenth day of September, 2006 between Michigan State University, (hereinafter referred to as the "EMPLOYER"), and AFSCME Local Union No. 1585, Council 25, AFL-CIO, (hereinafter referred to as the "UNION").

ARTICLE 1

PURPOSE AND INTENT

-4 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

-5 The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in establishing a proper service to the State.

-6 The Employer and the Union will encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

-7 Accordingly, the officials representing the Employer and the Union will from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet for the purpose of appraising the problems which have arisen in the application, administration and interpretation of this Agreement and which may be interfering with the attainment of their joint objective as set forth above. Such meeting shall not be for the purpose of settling grievances nor for conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement.

ARTICLE 2

RIGHTS OF THE EMPLOYER

-8 The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, the determination of policies, operations, assignments, schedules, discipline, and layoff, for the orderly and efficient operation of the University.

ARTICLE 3

AID TO OTHER UNIONS

-9 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 Union.

ARTICLE 4

RECOGNITION

A. Employees Covered

-10 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 Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer including part-time employees, in the following seniority units, excluding executive, administrative, academic, students, supervisory, professional, technical, clerical personnel, and those employees in other recognized bargaining units.

B. Seniority Units

-11 The seniority units shall be:

Agriculture and Natural Resources, College of
Campus Animal Resources
*Cyclotron
*Environmental Health and Safety/ORCBS
Grounds
Housing & Food Services, Division of
*Human Medicine, College of
Instructional Media Center
Intercollegiate Athletics, Department of
Natural Science, College of
*Osteopathic Medicine, College of
Physical Plant, Division of
*Police and Public Safety, Department of
**Theatre Department
University Services
Veterinary Medicine, College of

*This Unit shall be a separate seniority unit and shall be represented by the Chief Steward (or in his/her absence by the Local President).

** The addition of this unit shall not change the practice of assignment of the setup crew

ARTICLE 5

UNION SECURITY – REQUIREMENTS OF UNION MEMBERSHIP

-12 To the extent allowed by the laws of the State of Michigan, it is agreed that:

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

- b. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the first (1st) day after the thirtieth (30th) day following such effective date, or pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for representation services.
- c. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the first (1st) day after the thirtieth (30th) day following the beginning of their employment in the unit or pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for representation services.
- d. An employee who shall tender an initiation fee (if not already a member) and the periodic dues, or a sum equivalent to the initiation fee and periodic dues, uniformly required of all employees in the seniority units that are represented by the Union, shall be deemed to meet the conditions of this section.
- e. Employees of the seniority units that are represented by the Union shall be deemed to be in compliance with this Union Security Clause if they are not more than sixty (60) days in arrears in payment of membership dues or the sum equivalent to membership dues as a charge for representation services.
- f. The Employer shall be notified in writing, by the Union, of any employees in the seniority units that are represented by the Union who are sixty (60) days in arrears in payment of membership dues, or the sum equivalent.
- g. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits, or any other action arising from this Article, or from complying with any request for termination under this Article.

ARTICLE 6

UNION DUES, INITIATION FEES AND SERVICE CHARGES

A. Payment by Checkoff or Direct to Union

-13 The Employer will check off initiation fees and biweekly dues, or service charges, on the basis of individually signed voluntary checkoff authorization cards in forms that have been furnished by the Union. (The Union will request a Special Conference over its intent to change the content of the authorization cards.) Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and biweekly membership dues, or service charges, by signing the proper authorization. The Employer will present employees with checkoff authorization cards at the time of initial employment within the bargaining unit. If the employee chooses not to authorize payroll deduction at the time the card is presented, the Employer will notify the Union and identify the employee and department where he/she is employed.

B. Employer Responsibility for Deductions

-14 The Employer shall have no responsibility for the collection of initiation fees and membership dues, or service charges or any other assessments that are not in accordance with the Union Security Clause of the Agreement.

C. Delivery of Executed Authorization for Checkoff

-15 A properly executed copy of the form authorizing checkoff by an employee for whom initiation fees and biweekly membership dues, or service charges, are to be deducted in accordance with the Union Security Clause of the Agreement shall be mailed at the Union expense to the Union before any payroll deductions are made. Deductions shall be made thereafter only under a properly executed authorization for checkoff which is in effect. Any authorization for checkoff form which is incomplete or in error will be returned to the Union by the Employer.

D. When Deductions Begin

-16 Deductions under all properly executed authorizations for checkoff shall become effective at the time such authorizations are tendered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

E. Refunds

-17 In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by the Union.

F. Remittance of Deductions to Secretary -Treasurer

-18 Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer as soon as possible after the first pay of that month. The Employer shall furnish the designated financial officer, monthly, with a list of those for whom the Union has submitted signed forms authorizing checkoff, but for whom no deductions have been made. The Union will notify the Office of Employee Relations, in writing, regarding changes in designated Secretary-Treasurer and financial officer.

G. Termination of Checkoff

-19 An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he/she signs a dues termination card at the Union office. The designated Secretary-Treasurer will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

H. Disputes Concerning Checkoff

-20 Any disputes between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an authorization for checkoff, shall be reviewed with the employee by a representative of the local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may

be referred to Step III of the Grievance Procedure. Until the matter is disposed of, no further deductions shall be made.

I. Limit of Employer's Liability

-21 The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

J. List of Members Paying Dues or Service Charges Directly

-22 The Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues or service charges directly to the Union. Thereafter the Union will furnish the Employer a monthly list of any changes.

K. Disputes Concerning Membership

-23 Any dispute arising as to an employee's membership or service charge shall be reviewed by the designated representative of the Employer and a representative of the local Union, and if not resolved, may be submitted to Step III of the Grievance Procedure. However, the employee may be retained at work while the dispute is being resolved.

-24 The Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

ARTICLE 7

REPRESENTATION DISTRICTS

-25 The representation districts and the number of Stewards in each district shall be as follows:

	District Steward	Alternate Steward
Agriculture and Natural Resources, College of	1	1
Akers/Hubbard Complex	2	2
*Automotive Services		
<u>Brody Complex</u>		
First Shift	1	1
Second Shift	1	1
Campus Animal Resources	1	1
Custodial Services		
First Shift	1	1
**Second Shift	2	1
Third Shift	1	1
*Environmental Health and Safety/ORCBS		
Food Stores		
First Shift	1	1
Second Shift	1	0

Grounds Maintenance	1	1
***Holmes Hall	1	1
*Human Medicine, College of		
Instructional Media Center	1	1
Intercollegiate Athletics, Department of	1	1
Kellogg Center	1	1
Laundry (including Upholstery and Drapery Shop, Residence Halls, Maintenance Shops, Residence Halls Construction Shop)	1	1
Mason/Abbott/Snyder/Phillips Complex	2	2
***McDonel Hall	1	1
Natural Science, College of	1	0
Owen Graduate Hall (including Van Hoosen Hall)	1	1
*Police and Public Safety, Department of		
Recycling and Waste Management	1	1
Shaw Hall	1	1
South Complex	4	4
(Case, Holden, Wilson, Wonders)		
Sparty's C-Stores & Cafes/Athletic Catering	1	1
Tool Room	1	1
Union Building	1	1
University Apartments	1	1
University Services (including Campus Mail)	1	1
Veterinary Medicine, College of	1	1
West Circle Complex	1	3

* Denotes areas where for representational purposes employees are to be represented by the Chief Steward.

** If for business reasons the University can accommodate, the employee may choose the District Steward of their choice when more than one District Steward is available.

*** For the purpose of overtime, McDonel Hall and Holmes Hall food service shall be considered one district.

-26 The number of Stewards may be increased or decreased and the units may be redistricted by mutual written agreement of the Employer and the Union. When more than one Alternate Steward is indicated in a district, the Union shall notify the Employer of the Alternate Steward's jurisdiction.

-27 It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

-28 Problems arising under this Article may be resolved by the submission of a grievance at Step III of the Grievance Procedure.

ARTICLE 8

STEWARDS AND ALTERNATE STEWARDS

-29 In each district, employees in the district shall be represented by one District Steward or during his/her absence an Alternate Steward, who shall be a regular employee and working in the district. The District Steward or Alternate Steward shall be notified of scheduled overtime periods. During scheduled overtime periods for more than one employee in his/her district the District Steward or Alternate Steward shall be scheduled to work as long as there is work scheduled in their district that they can perform and shall be so notified and scheduled.

-30 The District Stewards or Alternate Stewards during their working hours, without loss of time or pay, shall, in their own district, in accordance with the terms of this section, investigate and present grievances to the Employer, upon having received permission from their supervisor to do so. The supervisor will normally grant permission and provide sufficient time to the District Stewards or Alternate Stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of District Stewards or Alternate Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances or posting bulletins in their districts and will not be abused; and District Stewards or Alternate Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances or posting bulletins in their district as provided herein. Between 5:00 p.m. and 7:00 a.m. two (2) District Stewards (or two (2) Alternate Stewards) may be excused with pay to attend a regularly scheduled steward meeting. Any alleged abuse by either party will be a proper subject for a Special Conference. An executive board member who is also a District Steward or Alternate Steward may be excused for one (1) Stewards' and one (1) executive board or special executive board meeting per month not to exceed two (2) hours per meeting per month.

-31 Notwithstanding his/her position on the seniority list, a Steward shall in the event of a layoff of any type within his/her district be continued at work as long as there is work in his/her district which he/she can perform and shall be recalled to work in the event of a layoff to the first vacancy in his/her district which he/she can perform.

-32 The Union will furnish the Office of Employee Relations with the names of its authorized representatives and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer will, in return, through the Office of Employee Relations keep the Union advised as to its representatives.

ARTICLE 9

UNION BULLETIN BOARDS

-33 The Employer will provide enclosed bulletin boards that may be locked in each district which may be used by the Union for posting notices of the following types:

- a. Notices of Union recreational and social events.
- b. Notices of Union elections.

- c. Notices of results of Union elections.
- d. Notices of Union meetings.
- e. Notices of job openings covered by this contract.

-34 The Union shall have the exclusive right to the use of its assigned bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Union Bulletin Boards, the President of the Local Union will be advised by the Office of Employee Relations of the nature of the dispute and the notices or bulletins in questions will be removed from the bulletin boards until the dispute is resolved.

ARTICLE 10

SENIORITY

A. Probationary Employees

-35 New full-time employees, not currently employed at the University, shall be considered as probationary employees for their first 1040 hours of work. Part-time employees shall be considered probationary for their first 520 hours of work. When an employee finishes the probationary period, the employee shall be entered on the seniority list of the unit or occupational group, whichever is in effect, and shall rank for seniority from the date the probationary period began. There shall be no seniority among probationary employees.

-36 The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged or disciplined employees for other than Union activity.

B. Temporary Employees

-37 Appointments – There shall be no seniority or rights of recall for persons who are employed for specific temporary jobs lasting nine (9) months or less. At the time of employment, the temporary appointment shall not be extended beyond nine (9) months, except when a temporary employee fills the position of a regular employee on leave of absence, in which case the employment period may continue for the duration of the leave of absence. The Union will be provided the name of the temporary employee and the name of the employee on leave. Such term shall not exceed two years. After completion of the probationary period, the temporary employee may not be discharged prior to the date certain for termination except for just cause. The temporary employee may not be transferred to a regular job until after compliance with the posting provisions of Article 36.

- a. The Employer shall have the right to “recycle” temporary employees in the bargaining unit. Recycled employees shall continue to receive the job rate.
- b. Temporary employees shall not replace or displace regular employees on a permanent basis except as provided for in applicable provisions of the Collective Bargaining Agreement.

- c. The total number of temporary employees in the bargaining unit at any one time shall be limited to no more than 30% of the regular bargaining unit employee complement, excluding temporary employees.
- d. Beginning January 28, 1999, temporary employees who are recycled shall receive credit for the immediately preceding employment cycle for bidding purposes only, as provided for in Article 10, Section B, paragraph 38 of the Collective Bargaining Agreement. Thereafter, recycled temporary employees shall continue to carry past recycled service for bidding purposes only, as provided for in Article 10, Section B, paragraph 38 of the Collective Bargaining Agreement.
- e. Except as provided for herein, the conditions of employment for temporary employees shall be provided for in Article 10, Section B of the Collective Bargaining Agreement.

-38 Bidding on Vacancies – Provided he/she has completed a probationary period in his/her original seniority unit within the past 12 months a temporary employee may bid on posted vacancies within that seniority unit under the following conditions, whichever comes first:

- a. Four (4) weeks prior to the end of his/her term of temporary employment.
- b. Upon completion of six (6) months of continuous employment.
- c. For thirty (30) calendar days after completion of the employee's term of temporary employment.

For bidding purposes only, his/her seniority will be recognized for time actually worked after regular full-time employees in the seniority unit and in the bargaining unit have had an opportunity to bid and transfer in accordance with the requirements of Article 36.

-39 Benefits – Upon completion of six (6) months of employment, temporary employees will become eligible for vacation on a proportional basis. Temporary employees shall be granted sick leave and holiday pay, on a proportional basis, from their date of hire.

C. Part-time Employees

-40 Employees regularly scheduled to work twenty (20) hours per week but less than twenty-six (26) hours per week shall be considered half-time (1/2) time employees; those regularly scheduled to work more than twenty-six (26) hours per week but less than thirty-six (36) hours per week shall be considered three-quarter (3/4) time employees and those regularly scheduled to work thirty-six (36) hours per week to forty (40) hours per week shall be considered full-time employees.

-41 Benefits – The following benefits shall be extended to part-time employees on a proportional basis: Vacation time, holidays, personal leave, sick leave, longevity, retirement, health care, dental, employee paid life and accidental death and dismemberment.

-42 Seniority – Part-time employees shall retain seniority on the same basis as full-time employees. This seniority shall be exercised during period of layoffs, recall, and for filling of vacancies.

-43 Funeral Leave shall be granted to part-time employees on the same basis as full-time employees.

ARTICLE 11

SENIORITY LISTS

-44 Seniority shall not be affected by the race, creed, color, sex, age, marital status, handicap, sexual preference, political affiliation, or national origin of the employee.

-45 The seniority lists on the date of this Agreement shall show the names of all employees of the unit entitled to a ranking for seniority, in addition to such other information as may be required by paragraph 48 of this Agreement. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of continuous service as of such date.

-46 The Employer will keep the seniority lists up to date at all times, and whenever a Steward shall raise a question of seniority, shall make the seniority list available for his/her inspection.

-47 Within thirty (30) days after the ratification of this Agreement and every six (6) months thereafter during the term of this Agreement, the Employer shall give to the Union two (2) copies of the names of all Union members covered by the Agreement together with their addresses as they then appear on the records of the Employer. With mutual agreement of the parties, this exchange can be accomplished using electronic means.

-48 The Employer agrees to give to the Union updated seniority lists five (5) copies, two (2) listed by classification, and three (3) alphabetical every three (3) months. The lists shall include name, classification, date of seniority, rate of pay, division in which they work, and department. Said lists will be given to the Union in January, April, July, and October. With mutual agreement of the parties, this exchange can be accomplished using electronic means.

ARTICLE 12

LOSS OF SENIORITY

A. General

-49 An employee shall lose his/her status as an employee and his/her seniority if:

- a. He/She resigns or quits other than in Paragraphs 51, 52, and 53.
- b. He/She is discharged or terminated (unless reversed through the grievance or arbitration procedures).
- c. He/She retires.
- d. He/She does not return to work from layoff within fourteen (14) calendar days after being notified to return by certified or registered mail or by telegram addressed to the

employee at his/her last address filed with the Office of Human Resource Services. An employee who changes his/her address must notify the Employer of the change.

- e. He/She has been on layoff for a period of time equal to their bargaining unit seniority at the time of their layoff or two (2) years, whichever is lesser.
- f. He/She is absent from work including the failure to return to work at the expiration of a vacation, or disciplinary layoff, for three (3) consecutive working days or a leave of absence for five (5) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

-50 A grievance involving compliance with this section shall begin at Step III of the grievance procedure, and may be processed through the grievance and arbitration procedures.

B. Return Rights to the Union

-51 An employee returning to the Union within twelve (12) months of his/her termination from University employment shall receive credit for University seniority earned prior to the date of termination, after successful completion of a trial period of 240 hours of work, for calculation of vacation, longevity, and retirement eligibility.

-52 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) continuous additional years. Such prior service credit can only be applied toward retirement. Employees will receive service credit for part-time service to qualify for retirement status.

-53 The provisions of this article shall only apply to employees returning to the Union after the effective date of this Agreement.

ARTICLE 13

SENIORITY OF OFFICERS

-54 Notwithstanding their position on the seniority list, the President and Chief Steward of the local Union shall, in the event of layoff, be continued to work at all times when one or more districts or divisions or fractions thereof are at work, provided they can perform any of the work available.

ARTICLE 14

GRIEVANCE PROCEDURE – GENERAL CONDITIONS

-55 The following time limits shall apply to Steps of the Grievance Procedure unless extended by mutual agreement.

-56 The grievance must be presented in writing by the District Steward to the District Supervisor of a unit or division within fifteen (15) working days after its alleged occurrence in order to be a proper matter for the Grievance Procedure.

A. Time of Meetings

-57 A meeting to discuss the grievance will be scheduled between the Union and the District Supervisor, the Administrative Head of a unit, division or college or the Employer's representative within seven (7) working days of receipt of the written grievance or appeal.

B. Time of Answers

-58 A written answer will be given to the Union by the District Supervisor and the Administrative Head within seven (7) working days from the date of the meeting at which the grievance was discussed. The Employer's representative will have ten (10) working days after the third step meeting to submit a written answer to the Union.

C. Time of Appeal

-59 Any grievance not appealed from an answer at Step I or II of the Grievance Procedure within seven (7) working days from receipt of said answer shall be considered settled on the basis of the last answer and not subject to further review.

D. Nonconformance

-60 If the Employer fails to schedule a meeting or to reply in writing within the prescribed time limits, the grievance may be appealed to the next higher step of the Grievance Procedure within seven (7) working days after the expiration of the applicable time limits. Nonconformance will in no way reduce or modify in any way the Employer's good faith effort to meet and/or answer any step of the Grievance Procedure.

ARTICLE 15

PRESENTING A GRIEVANCE

-61 Any employee having a problem in connection with his/her employment shall present it to the Employer as follows:

A. Immediate Supervisor

-62 If an employee feels he/she has a problem, they may discuss it with their Immediate Supervisor or with their District Steward who may then discuss it with the employee's Immediate Supervisor.

B. Step I

-63 If the problem is not resolved, the District Steward may reduce the problem to writing and submit the grievance to the District Supervisor. A grievance shall be defined as a written dispute concerning the interpretation, application, and alleged violation of any of the provisions of this Agreement. The grievance shall be dated and signed by the aggrieved employee and his/her District Steward. The grievance shall set forth the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the District Supervisor or his/her designee receives the written grievance. At the time it is received, the grievance shall be dated and

signed and a copy (if requested) returned to the District Steward. A meeting will be arranged between the District Steward and the District Supervisor to discuss the grievance. The District Supervisor will then answer the grievance in writing.

-64 The Chief Steward may be present at any step or steps of the Grievance Procedure as well as an additional representative of the Employer, and if the Employer or the Union request that the aggrieved employee be present at any step or steps of the Grievance Procedure to participate in the discussion, they will be required to do so.

-65 A written grievance involving a complaint of an individual employee must be signed by the grievant. The Chief Steward may sign and file at Step II a grievance which involves more than one District Steward within the same administrative unit. He/She may also sign and file at Step III a grievance which involves more than one administrative unit. The Chief Steward may file a grievance involving more than one (1) employee within an administrative unit at Step II.

C. Step II

-66 If the grievance is not resolved, the District Steward may refer the grievance to the Chief Steward who may submit the appeal in writing to the Administrative head of the unit or division or his/her designee indicating the reasons why the written answer of the District Supervisor was unsatisfactory. A meeting will be scheduled between the Chief Steward, District Steward, and the representatives designated by the Administrative Head to discuss the grievance. The Administrative Head, or his/her designee will then answer the grievance in writing.

D. Step III

-67 If the Administrative Head's written answer is not satisfactory, the grievance may be referred to the Union President who may submit his/her appeal to the Office of Employee Relations indicating the reasons why the written answer of the Administrative Head was unsatisfactory. A meeting between no more than three (3) representatives of the Union and three (3) representatives designated by the Director of Employee Relations will be held to discuss the grievance within twenty (20) working days from the date the grievance is received by the Office of Employee Relations. After the Step III meeting the Employer's representative will submit a written answer to the Union.

-68 The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding the hearing.

E. Step IV

-69 If the Office of Employee Relations' answer is not satisfactory, settlement may be determined by decision of an Arbitrator selected by the parties. The Union President within thirty (30) calendar days of the Step III answer will notify the Office of Employee Relations in writing that the Union wishes to appeal the grievance to arbitration.

-70 In the event the parties cannot agree upon an Arbitrator within ten (10) working days of the date of the appeal, the Union shall, within fifteen (15) working days after failing to mutually agree on an Arbitrator, file a Demand for Arbitration with the American Arbitration Association who shall select an Arbitrator and the Arbitrator shall establish a mutually acceptable hearing date. Grievances processed to arbitration by the Union which pose continuing financial liability to the Employer, shall, at the request of the Employer, displace grievances with arbitration dates

which pose no financial liability to the Employer. Such displaced grievances shall be scheduled in the next open date.

-71 In the event the Union fails to appeal the grievance to arbitration within the specified time limit or fails to file the Demand for Arbitration within the specified time limit, the grievance shall be considered settled based upon the Step III answer given by the Office of Employee Relations. The fees and approved expenses of the Arbitrator will be paid by the parties equally. The rules of the American Arbitration Association shall apply to all arbitration hearings.

-72 Grievances, within the meaning of the Grievance Procedure and of this arbitration clause, shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of this Agreement. 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 Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union.

-73 Finality of Decisions – There shall be no appeal from the Arbitrator's decision. Each such decision shall be final and binding upon the Union and its members, the employee or employees involved, and the Employer. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board of a decision of the Arbitrator so long as the Arbitrator has not exceeded his/her contractual or legal authority. The Employer shall not appeal the decision of the Arbitrator to any court or Labor Board so long as the Arbitrator has not exceeded his/her contractual or legal authority.

ARTICLE 16

COMPUTATION OF BACK WAGES

-74 No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

ARTICLE 17

REPRIMAND, SUSPENSION OR DISCHARGE

-75 At the time a written reprimand, suspension or discharge is received, an employee may, and is encouraged to, request the presence of the District Steward, Alternate Steward or designated Union representative.

A. Notice of Reprimand, Suspension or Discharge

-76 In the event an employee is disciplined by written reprimand or written suspension or discharged by written notification, a copy of the discipline shall be given to the employee, a copy to the District Steward or Alternate Steward and a copy mailed to the local Union office at the time it is given to the employee. Such notice shall be specific and outline the reasons for the disciplinary action.

B. Appeal of Reprimand, Suspension or Discharge

-77 Should the reprimanded, suspended or discharged employee or the Union consider the discipline to be excessive and without just cause, the Chief Steward or his/her designated representative shall, within seven (7) regularly scheduled working days after the Union office receives the written notification of the discipline, submit it as a grievance. A grievance over a written letter of reprimand or suspension shall be submitted by the Chief Steward at Step II of the Grievance Procedure. A grievance over a discharge shall be submitted by the Chief Steward at Step III. Failure to submit a written grievance within the time limits shall constitute a waiver of all claims concerning such disciplinary action or discharge.

C. Use of Past Record

-78 In imposing any reprimand, suspension or discharge on a current charge, the Employer will not take into account any prior infractions of which the Employer had knowledge that occurred more than two (2) years previously. No derogatory inference will result and/or the material relating to disciplinary action be held against an employee in relation to his/her employment because of the need to retain records beyond the two (2) year period. Upon written request from a Local 1585 Bargaining unit employee, the records section will purge the employee's file of disciplinary actions over two (2) years old if there have been no intervening disciplinary action. At that time, also, the records unit will instruct the originating department to purge its personnel file of the same material.

ARTICLE 18

SPECIAL CONFERENCES

-79 Special Conferences for important matters will be arranged between the local President and the Employer or its designated representative upon request of either party. Such meeting shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such Special Conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in a Special Conference shall be confined to those included on the agenda. The members of the Union shall not lose time or pay for time spent during their regularly scheduled work hours in such Special Conferences.

ARTICLE 19

MEDICAL DISPUTE

-80 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 their own choosing and at his/her own expense. If the dispute still exists, at the request of the Union or the Employer, the University's physician and the employee's physician 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 expense of the report of the third party shall be shared equally by the Employer and the employee. The prevailing determination will be effective at a date mutually agreed to by the Union and the University.

ARTICLE 20

TEMPORARY LAYOFFS

-81 Due to vacation periods, health related national, State of Michigan or Michigan State University emergency, or other conditions beyond the Employer's control, adjustments of the work force can be made without application of the layoff procedure of the Agreement.

- a. If a health related national, State of Michigan or Michigan State University emergency is expected to last more than thirty (30) working days, the union can request to meet and confer with the employer in special conference to discuss special layoff and recall procedures during an extended temporary layoff.
- b. If such temporary adjustment does not involve a health related national, State of Michigan or Michigan State University emergency and the adjustment continues for more than ten (10) working days, the Union can request the Employer to adjust the working force according to the layoff provision of the Agreement and the Employer will do so within five (5) working days thereafter.

ARTICLE 21

LAYOFFS

-82 When there is a decrease in the work force, temporary and probationary employees will be laid off on a seniority unit wide basis provided the seniority employees can do the available work.

-83 Seniority employees will be laid off according to bargaining unit seniority within a seniority unit, affected by a layoff, provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at the time of layoff unless the employee has previously performed the higher rated job and is able to perform the work. Seniority employees laid off within a seniority unit shall be allowed to displace, by grade level, the least senior employees not affected by the layoff if they are able to perform the work. By grade level shall mean the to be laid off employee(s) shall first displace the least seniority like classified employee(s) in another seniority unit. If the to be laid off employee(s) is unable to perform the work and/or there is no least seniority like classified employee(s) with less seniority in another seniority unit, the to be laid off employee(s) may displace the least seniority employee(s) within the same pay grade level. If the to be laid off employee(s) is unable to perform the work and/or there is no least seniority employee(s) with less seniority within the same pay grade level, the to be laid off employee(s) may displace the least seniority employee(s) in the next immediately lower pay grade level and so on until the to be laid off employee(s) is able to displace another employee(s) or accept the layoff.

-84 Disposition of these cases may be initiated at Step II or Step III of the Grievance Procedure.

-85 Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The Union President and District Steward will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE 22

RECALL PROCEDURE

-86 When the working force is increased after a layoff, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work.

-87 Seniority of an employee who is re-employed from a seniority list in the same seniority unit that he/she was laid off from shall be restored to his/her status as of the date he/she left the service of the Employer.

-88 Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail with Return Receipt Requested. If an employee fails to report for work within fourteen (14) calendar days from the date of first attempt of delivery, it shall be considered a voluntary termination.

-89 Employees who are recalled to work from a layoff must successfully pass a physical examination to be taken at the Health Center before they return to work.

ARTICLE 23

WORK OPPORTUNITY FOR LAID-OFF EMPLOYEES

-90 The Employer, so far as reasonably practicable, before hiring new employees in any seniority unit, shall give work opportunity to seniority employees who are currently on layoff providing the employees can perform the available work.

-91 Any employee who is recalled under paragraph 89 will accrue seniority in the new unit effective as of the date of layoff. He/She shall retain seniority in his/her former unit until his/her seniority in the new unit equals the seniority he/she had in his/her former unit. At this time all of the seniority in his/her former unit shall be cancelled.

-92 Should there still be seniority employees on layoff, the Employer will attempt before hiring new employees to place them in any work opportunity within the University (and not represented by the Union) providing they are capable of performing the available work. Paragraph 92 shall not be a grievable item.

-93 An employee recalled under paragraph 92 shall continue to accrue University seniority. However, the employee's unit seniority will be frozen as of the date of reporting for recall.

ARTICLE 24

ABSENCES

-94 An employee is not expected to absent himself/herself from work for any reason other than personal illness without making prior arrangements before the start of their shift with his/her Supervisor. Unless such prior arrangements are made, an employee who, for any reason, fails to report for work must immediately notify his/her Supervisor of his/her reason for being absent. If the absence is to continue beyond the first day, the employee must notify the

Supervisor on a daily basis unless otherwise arranged with and specifically approved by the Supervisor. In proper cases, exceptions will be made.

ARTICLE 25

HOLIDAYS

-95 The paid holidays are designated as:

Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas (2 days)
New Years (2 days)
Memorial Day
Independence Day

-96 Whenever one of these holidays falls on a Saturday and the employee does not work on this day or on a scheduled day off in the employee's work week and no other day is observed as a holiday by the Employer, the employee will receive an additional day off with pay, the time to be arranged with his/her supervisor. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday.

-97 Employees who are required to work on any University designated holiday shall be paid at a rate of one and one-half ($1\frac{1}{2}$) times their regular rate of pay plus holiday pay. An employee shall not receive more than $2\frac{1}{2}$ times their regular rate of pay for hours worked on a holiday. Employees shall be scheduled to work on a designated holiday in accordance with Article 43 (Equalization of Overtime).

-98 An employee who is on vacation or sickness and disability leave with pay when a holiday occurs will be paid for the holiday and no charge will be made against accrued vacation or sick leave credits.

-99 There will be no holiday pay when:

- a. A holiday falls during a vacation period preceding termination (except when an employee is retiring).
- b. The employee is on a leave of absence without pay, on layoff, or on Regular Worker's Compensation, however, if an employee is laid off for the period between the end of fall semester and the beginning of winter semester because of lack of work, they will receive the same holiday pay given to the rest of the employees.
- c. An employee is absent on an unpaid leave the day before or the day after the holiday(s) unless his/her absence is excused.

ARTICLE 26

VACATIONS

A. General Vacation Eligibility

-100 The following schedule shows the monthly vacation accruals for all full-time employees. For part-time employees see paragraph 41. Vacation time is credited at the end of each month.

SERVICE MONTHS	ACCRUAL	ANNUAL ACCRUAL	SPECIAL MAXIMUM ACCRUAL*
Completion of 6 Months	48 hours		
7 th month through 60 th month	8 hours per month	96 hours	128 hours
61 st month through 120 th month	12 hours per month	144 hours	192 hours
121 st month	16 hours per month	180 hours	240 hours

*Additional time cannot exceed the special maximum amount shown.

B. Method of Scheduling Vacation Days

-101 The Employer is responsible for keeping the records of each employee's vacation account up to date. Upon request and within a reasonable period of time, the employee shall be informed of the number of vacation credits remaining in their account.

-102 An employee may use his/her accumulated vacation leave in full hour increments at any time during the calendar year with permission of the supervisor(s) as long as it conforms with the requirements of his/her individual department, however, no department shall have a blanket policy which denies vacation in one hour increments. Except for requests originating from a pre-vacation scheduling program, approval or refusal of vacation requests must be returned to the employee within seven (7) working days or less.

-103 Supervisory approval should be sought a minimum of one (1) working day prior to the desired time off.

C. Other Provisions

-104 There shall be no vacation accrual:

- a. During an approved leave of absence without pay.
- b. While on Regular Workers' Compensation.
- c. During an extended military leave of absence (credit for service months is granted).
- d. During a vacation period preceding termination.
- e. Beyond the "Special Maximum Accrual."
- f. While on layoff.

-105 Employees will receive their base rates of pay during vacation.

-106 In the event of a dispute regarding the choice of vacation time, whenever possible the seniority employee will be given his/her choice of vacation time.

-107 If any of the holidays stipulated in the Agreement should occur during an employee's scheduled vacation, the employee shall receive one (1) additional vacation day for each holiday.

-108 If an employee retires or terminates for any reason, he/she shall be paid for any accrued vacation credits.

ARTICLE 27

PERSONAL LEAVE HOURS

-109 Personal leave with pay is granted to regular employees with the approval of their supervisors for attending to personal matters. Leave is given during each fiscal year in accordance with the following schedule:

<u>Employed</u>	<u>Hours</u>
7/1 - 12/31	24
1/1 - 3/31	12
4/1 - 5/31	6
6/1 - 6/30	0

-110 An employee terminating prior to January 1 shall only be eligible for one-half of the annual personal leave accrual, to be adjusted on the employee's final payroll check.

-111 No carry-over of unused personal leave day credit from one fiscal year to another shall be allowed.

-112 Supervisory approval should be sought a minimum of one (1) working day prior to the desired time off. It is understood that the use of personal leave is of a private nature.

-113 The personal leave days or fractions thereof, credited to each full-time, regular employee shall be utilized and charged to him/her in increments of not less than one (1) full hour.

ARTICLE 28

SICK LEAVE

-114 Every regular full-time employee shall accumulate and be credited with 104 hours of paid sick leave per year, to be credited at the rate of four (4) hours for each completed biweekly payroll period. Employees may use sick leave after they have completed their first month of service. Maximum accrual is 1200 hours.

-115 Sick leave shall be available for use by employees for the following purposes:

- a. Acute personal illness or incapacity over which the employee has no reasonable control.
- 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. Medical and dental care or treatment to the extent of time required to complete such appointment when it is not possible to arrange such appointments for non-duty hours.
- d. Illness or disability associated with pregnancy when a physician indicates that the employee is unable to perform all of the duties of her job. It is intended that absence due to these conditions, or maternity leave use, is not a performance issue that adversely influences the appraisal rating on an employee's performance evaluation.
- e. Not to exceed twenty-four (24) hours sick leave credit per year for absence from work because of illness in the immediate family. Defined as: spouse, parents and anyone living within the household of the employee. An additional forty (40) hours may be used for the care of spouse, parent and dependent children. The total number of hours shall not exceed 64.

-116 All employees shall accumulate sick leave from the date they are hired.

-117 A regular full-time employee with ninety (90) days of continuous service who suffers injury compensable under the Workers' Compensation Act shall continue to receive his/her regular rate for time lost during the first seven (7) days not covered by the Workers' Compensation Act, provided he/she follows the instructions of the University Health Director, and provided he/she returns to work not later than the time recommended by the University Health Director. 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 employees shall be paid the difference between the employee's regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his/her sick leave is exhausted.

-118 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 credits.

-119 Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

-120 Employees who leave to enter the Armed Forces of the United States under the provisions of a selective service act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon reemployment by the Employer, have available any unused sick leave previously earned; provided that such reemployment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

-121 An employee using sick leave during a period that includes a scheduled holiday will be paid his/her base rate of pay for the holiday. He/She cannot be paid for both on the same day, nor will they be charged for a day of sick leave.

-122 An employee who transfers from one unit to another shall transfer with them any unused sick leave time.

-123 Employees who regularly work at least twenty (20) hours per week on a continuous basis shall accrue sick leave time proportionate to the hours worked as per Paragraph 40.

-124 Each District Supervisor shall be responsible for reviewing employee requests for sick leave and questioning their validity, and may request a statement from the employee's personal physician concerning the employee's disability before approving the payment of sick leave. The supervisor may, with reference to the needs of his/her district, require prompt notification from his/her employees of the necessity for taking sick leave. Prior notification should be provided by the employee before the beginning of their shift so the supervisor can make arrangements for the work schedules. Employees who find they are going to be absent longer than they first anticipated should notify their supervisor in accordance with the Absence Clause of the Agreement (Article 24).

-125 All payment for sick leave shall be made at the employee's base rate of pay.

-126 Accrued sick leave credits shall be used prior to receiving unpaid leave for illness or disability.

ARTICLE 29

FUNERAL LEAVE

-127 If a death occurs among members of an employee's immediate family, the employee upon notification to the supervisor will be excused from work for three (3) consecutive work days without loss of pay to attend the funeral and make other necessary arrangements.

-128 Definition of Employee's Immediate Family. The employee's immediate family shall be interpreted as including: spouse, child, stepchild, father, mother, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandparents-in-law, grandchild, stepparents, half brother and half sister.

-129 In the case of death of the employee's or spouse's step-brother, step-sister, uncle, aunt, nephew or niece, the employee will be excused from work without loss of pay for one (1) day, the day of the funeral, to attend the funeral. For the purpose of this article "aunt" shall include the uncle's wife, and "uncle" shall include the aunt's husband.

-130 Permission may be granted to a reasonable number of employees in a unit who wish to attend the funeral of a fellow employee or former employee, without loss of pay, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

ARTICLE 30

JURY DUTY

-131 A regular employee who serves on jury duty or is required to testify pursuant to a court-issued subpoena, if the subpoena does not require the employee to testify against the University, will be paid the difference between jury duty or witness fees and the base pay, as described in B, below. An employee is expected to report for regular University duty when temporarily excused from attendance at court. When requested, an employee on jury duty will be assigned to the first shift. An employee shall notify their supervisor of jury and/or subpoena dates as soon as they are known.

-132 The following will apply to Article 30, Jury Duty Pay:

- a. Employees serving on jury duty, who are absent from work for eighty (80) continuous hours or less, will receive their regular pay and will not be required to submit proof of jury duty payment to the University. They must, however, still submit proof of jury duty service to their supervisor.
- b. Employees serving on jury duty who are absent from work for more than eighty (80) continuous hours will be required to submit proof of jury duty payment to their supervisor to facilitate the offset and adjustment of their regular, straight-time base pay by jury duty payments or witness fees received from the court.

ARTICLE 31

UNION RELEASE TIME

A. President and Chief Steward

-133 It is agreed that the Employer will allow the President and the Chief Steward of Local 1585 100% paid release time to carry out the duties of their respective offices. It is understood that they will confine their activities to the campus and the East Lansing Union Office.

-134 The Union President and Chief Steward will be compensated at the base rate of pay they were receiving at the time of their election or selection.

-135 The Union President and Chief Steward shall not be eligible for overtime in their former units.

-136 The Union President and Chief Steward shall be eligible to bid on posted vacancies. If selected to fill a vacancy, the employee will state whether they expect to fill the vacancy permanently or return to his/her Union Office upon completion of the trial period. When the trial period is completed, the employee shall either remain in the new position or return to his/her Union office receiving the base pay of the new classification.

-137 When either the Union President or the Chief Steward relinquishes their office, they shall have return rights to the same classification and rate of pay in their former unit unless the Employer's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so.

-138 While the President and Chief Steward are in office, seniority shall continue to accrue.

-139 In the event the President or the Chief Steward are required to take a leave from their elected position due to personal illness, the Local, after fourteen (14) calendar days may notify the Office of Employee Relations that it intends to install in the vacant position of the President or Chief Steward, an acting President or Chief Steward and the person assuming the duties of the President or Chief Steward shall be granted the full contractual benefits under the Labor Agreement.

B. Executive Board Members

-140 Between 5 p.m. and 7 a.m. two (2) executive board members may be released with pay to attend a regularly scheduled or special executive board meeting not to exceed two (2) hours per month.

C. Union Education

-141 Release time with pay will be granted to those employees who are elected or selected by the Union to attend education classes conducted by the Union or official Union business. The number will not exceed ten (10) employees at any one time and the total number of hours will not exceed two hundred (200) hours in any one (1) calendar year. The Union agrees to give the Office of Employee Relations as much advance notice as possible concerning such requests for release time.

D. Union Business

-142 Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive a temporary leave of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter.

-143 If the member's position or work for which these leaves were granted is terminated for any reason, the Union shall within ten (10) calendar days notify the Employer in writing of the termination date. The member shall within the same ten (10) calendar day period advise the Employer in writing of his/her intent to return to the University and shall return to work within thirty (30) calendar days of the termination date or forfeit all rights of employment with the Employer.

ARTICLE 32

UNPAID LEAVES

-144 The following unpaid leaves may be granted for cases of exceptional need upon the request of employees who have acquired seniority under this Agreement.

A. Excused Absences

-145 Excused absences 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 will not exceed ten (10) working days in each fiscal year.

-146 Excused absences will not require the use of accrued paid time (i.e. personal leave or vacation), except for failures to report to work due to inclement weather or transportation problems.

-147 Employees on excused absence will continue to accrue all benefits.

B. Personal Leaves

-148 Personal leaves of absence may be arranged with the immediate supervisor for up to three (3) months. Such leaves may be extended in additional three (3) month periods but may not exceed one (1) year.

-149 Personal leave may be used for such reasons as the settlement of an estate, serious illness of a member of the employee's family, child care, and an extended trip. Personal leaves shall not be used for the purpose of obtaining employment elsewhere.

-150 Personal leaves may also be granted for educational purposes to an employee with five (5) or more years of continuous service. An employee returning from a leave of absence for educational purposes will not have return rights to their former position, but will have bidding rights to posted vacancies. Educational courses taken during a leave of absence are not reimbursable under Article 51.

-151 If an employee wishes to take an extended leave of absence (to exceed ten (10) days) for reasons other than medical, this leave may be granted without the mandatory use of vacation time and/or personal leave.

C. Leave of Absence for Illness or Disability

-152 A leave of absence may be granted to an employee suffering an extended illness or disability who is unable to return to work and has exhausted all sick leave accrual.

-153 Leave of this kind may be extended to a maximum of two (2) years.

-154 Employees must present a physician's transcript concerning their illness or disability at the time the employee reports for the required physical examination prior to returning to active employment.

ARTICLE 33

MILITARY LEAVE

A. Extended Service

-155 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 or 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.

B. Short Tours of Duty

-156 Regular employees who belong to the National Guard, United States Reserve Corps, or other Federal or State military organizations, will be allowed the normal fifteen (15) calendar days leave of absence when ordered to active duty for training. In the event these same employees are ordered to active duty for the purpose of handling civil disorders, they will be allowed ten (10) additional calendar days leave of absence during a fiscal year. The Employer will pay the difference between the employee's military pay and base pay, if their military pay is less. If the employee takes military leave during his/her vacation, they will receive full pay.

ARTICLE 34

EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

-157 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.

-158 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.

ARTICLE 35

GENERAL CONDITIONS

A. Leave of Absence with Pay

-159 Leaves of absence with pay shall be granted for purposes as described in Article 25 through 31.

-160 An employee shall accrue sick leave credits and vacation credits during a leave of absence with pay, and employee benefits shall continue for the duration of the leave.

-161 All requests for leaves of absence shall be made with the employee's immediate supervisor.

B. Leave of Absence without Pay (Including Layoff)

-162 Regular employees who have completed their probationary period are eligible for unpaid leaves of absence.

-163 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 the reasons as specified in Articles 32 through 34.

-164 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.)

-165 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during leaves of absence or extensions, and layoffs.

-166 The employees must check with the Benefits Office about maintaining the employee group benefits for which they are eligible or enrolled during leaves of absence subject to and consistent with these plans.

C. Return to Active Employment

-167 The Employer at its option and without cost to the employee may require that a physician or physicians of its choosing examine the employee before returning him/her to active employment.

-168 An employee returning from a leave of absence will be placed in their former classification and district unless the Employer's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so.

ARTICLE 36

FILLING OF VACANCIES

-169 The Employer will fill vacancies on a seniority basis first within a seniority unit where a vacancy occurs with employees who bid on posted vacancies and possess the minimum qualifications (as stated in the Classification Description) for the vacancy under consideration. Unsatisfactory work performance may be a proper cause of denial of consideration for a vacancy if substantiated.

-170 If there are no qualified bidders or no bidders from within the seniority unit affected, the Employer will select the most senior applicant in Local 1585 who possesses the minimum qualification of the classification. Unsatisfactory work performance may be a proper cause for denial of consideration for a vacancy if substantiated.

-171 Vacancies will be posted for a period of five (5) working days in a conspicuous place in employees' work areas. All job postings will state the classification, rate of pay, location, shift, minimum qualifications, and starting time. A copy of the Position Vacancy Notice will be provided to the Steward and the Union on the first day of the posting. Employees must apply for

vacancies by submitting the employee request for consideration for nonacademic position vacancy to the Office of Human Resource Services by the closing date specified on the position vacancy notice (minimum five (5) working days.) In addition to regular posting practices, electronic means of posting may also be provided. A copy of the list of those employees who bid on the posting together with the individual selected shall be mailed to the Local 1585 office.

-172 Postings shall remain posted for five (5) working days before the vacancy is filled. Temporary transfers may be used, if necessary, during the posting period.

-173 Vacancies shall be filled within ninety (90) days of the posting or reposted.

-174 An employee shall be limited to applying for two vacancies per posting. If the employee is the most senior applicant on the initial interview list for both vacancies in his/her seniority unit he/she shall be notified of his/her seniority ranking by the seniority unit and must specify which vacancy he/she prefers. An employee who has bid on more than one vacancy and accepts one of them thereby relinquishes any claim to others for which the employee applied. In cases where employees with the same seniority date apply for a posted vacancy, they shall be chosen in alphabetical order to fill that vacancy.

-175 If it should become necessary in filling a vacancy to bypass an employee's seniority, reasons for denial shall be given in writing to such employee with a copy to the Steward of the district.

-176 The employee who is selected shall be granted up to 520 hours of work trial period to determine:

- a. The employee's ability to perform the work.
- b. The employee's desire to remain on the job.

-177 During the first three weeks of the trial period, the employee shall have the opportunity to revert to his/her former position. For the remainder of the trial period, he/she may revert to his/her former classification. If the employee is unsatisfactory in the new position after two hundred forty (240) hours of work, reasons shall be given in writing by the employer if requested by the employee. The employer may then return the employee to his/her former classification. In such event the employer will compensate the employee for the remaining hours of the trial period at the rate of fifty (50) percent of the promotional increase or fifteen (15) cents per hour, whichever is greater. The matter may then become a proper subject for the grievance procedure.

-178 The employee who is promoted will receive the job rate of the new classification when they begin the trial period of the new position.

-179 An employee who has been notified they have been accepted to fill a posted vacancy shall assume the new position no later than 3 weeks from the effective date the vacancy is scheduled to be filled.

-180 An employee who bids on a vacancy that is posted under this section and is subsequently selected and placed in the vacancy shall remain assigned to the location, except for promotional or demotional opportunities, for twelve (12) months before becoming eligible to

bid on another posted vacancy. Such employees may bid on promotional or demotional vacancies after three (3) months.

-181 If an employee is temporarily assigned to a job with a higher maximum rate, and he/she is capable of doing the job, he/she shall receive an increase of fifteen (15) cents per hour, or the probationary rate, whichever is greater, but in no event shall they be paid more than the maximum rate of the job to which she/he is temporarily assigned. If the temporary assignment in a higher classification is for three (3) hours or more, the employee will receive the increase in pay for eight (8) hours. An employee who is assigned on a temporary basis to a job in a lower pay grade shall have his/her hourly pay rate maintained. This section shall not be used to circumvent the posting requirement as stated in this Article. However, if the employee is so assigned because of medical restriction, the rate of pay shall be that of the lower position. An employee so affected may be eligible for long term disability consideration in accordance with applicable provisions.

-182 The parties recognize the mutual commitment to and the Employer's program for Affirmative Action. To that end therefore, it may be necessary to fill vacancies for Affirmative Action purposes. The parties agree to cooperate to the extent possible for the achievement of this objective in the following manner.

- A. Underutilization shall be mutually identified by the parties.
- B. When a vacancy is posted that has been identified as underutilized, the group(s) for which it is underutilized shall be identified on the position posting.
- C. The University will be permitted to fill the vacancy with the most senior qualified individual from the identified group(s) possessing minimum qualifications from within the bargaining unit.
- D. In the event there is no qualified individual from the identified group(s) within the bargaining unit, the Employer shall be permitted to fill the posted vacancy with non-bargaining unit individuals with the concurrence of the Union.
- E. In the event any dispute arises as to the intent or application of this provision, the parties agree to utilize the process of Expedited Arbitration for resolution.
- F. Such actions as listed above shall bypass the appropriate provisions of Article 36.

ARTICLE 37

TRANSFERS

-183 Transfer of Employees: If an employee with seniority is transferred from one seniority unit to another seniority unit as described in Article 4, Seniority Units, the employee will be given seniority in the new unit equivalent to that which they had accrued in the former unit and all of his/her seniority in their former unit shall be cancelled.

-184 If an employee is transferred to a position under the Employer not included in Local 1585, and is thereafter transferred again to a position within Local 1585, the employee shall not have accumulated seniority while working in the position to which he/she was transferred. This

shall not be applied to employees who were transferred to a position under the Employer not included in Local 1585 before July 1, 1971.

-185 Employees transferring under the above circumstances, paragraphs 183 and 184, shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

-186 If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given consideration to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases. Unsatisfactory work performance may be a proper cause for denial of consideration for a vacancy if substantiated.

-187 The Employer agrees that in any movement of work not covered above in paragraphs 183, 184, and 186, the Employer will discuss the movements with the Union in order to provide for the protection of the seniority of the employees involved. In any determination to contract work, the Employer will observe and abide by the provisions of the Public Employment Relations Act, as amended.

ARTICLE 38

CLASSIFICATIONS

-188 The Employer retains the right to eliminate, change and establish classifications. In the event a new classification is established or an existing classification is changed, the Employer shall place it in an existing pay grade in the Wage Schedule or in a new pay grade, on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of existing Union classifications.

-189 The following procedure will be used whenever a new or changed classification is placed in the Wage Schedule, as provided in paragraph 188 of this article.

- a. The Employer will provide the Union with a written copy of the new or changed classification which shall describe the job content sufficiently to identify the classification.
- b. Upon receipt of the Employer's classification description, a reasonable number of representatives of the Union may meet with representatives of the Employer to discuss the new or changed classification and the placement in the Wage Schedule.
- c. If there is a disagreement with placement in the Wage Schedule, a grievance concerning compliance with Paragraph 189 of this article may be processed through the Grievance and Arbitration procedure, provided it is submitted in writing at Step III of the Grievance Procedure within seven (7) working days after the Union is afforded the opportunity to discuss the matter with the Employer. If such a grievance is processed through Arbitration, the Arbitrator shall have no power or authority to revise the classification or to establish or change the wage rate, but only to determine whether the proper placement has been made in the Wage Schedule in accordance with Paragraph 188 of this article.

-190 In the event the Employer eliminates a classification, prior notice shall be given to the Union. The Employer agrees that classifications will not be eliminated for the purpose of undermining the Union. Disputes concerning violations of this provision may be submitted at Step III of the grievance procedure.

ARTICLE 39

WAGE RATE INCREASE PLAN

-191 Effective August 1, 2006 there will be a 1.25% across-the-board wage increase.

-192 The wage schedule for subsequent years of this Agreement will be prepared following the determination of the percent wage increases for each year, in conformance with the terms of the "Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations," effective January 1, 2006, and ratified by the Union, a copy of which is attached hereto, until and including December 31, 2009.

-193 The probationary rate shall be five (5%) percent less than the job rate for pay grades II through XIV. The probationary rate shall be ten (10%) percent less than the job rate for pay grades XV through XXIII.

-194 Newly hired employees shall receive the probationary rate of the applicable grade level during the probationary period and shall receive the job rate of the applicable grade level upon completion of the probationary period within the classification.

ARTICLE 40

RED CIRCLE RATES

-195 All regular full-time employees currently receiving "Red Circle Rates", i.e. rates in excess of the maximum rate for a specific classification within a certain grade level will continue to receive general increases as provided for in the Agreement. Any "Red Circle Rates" after the effective date of this Agreement shall be determined mutually. Employees "Red Circled" after the effective date of this Agreement shall have their rates frozen until such time as the new rates surpass the "red circle" rates.

ARTICLE 41

WORKING HOURS

A. Shift Differential

-196 Employees who work on the second or third shift shall receive, in addition to their regular pay, fifty (50) cents per hour and forty-five (45) cents per hour, respectively, additional compensation. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

B. Shift Hours

-197 The first shift is any shift that regularly starts on or after 5:00 a.m., but before 1:00 p.m. The second shift is any shift that regularly starts on or after 1:00 p.m. but before 9:00 p.m. The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m.

C. Shift Preference

-198 Shift preference will be granted on the basis of seniority within the classification as openings occur. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which a written request is made, provided the employee can do the work.

- a. An employee who is assigned to a specific shift based on his/her request shall remain assigned to that shift and not be eligible for another shift preference transfer for a period of six (6) months.

D. Rest Periods

-199 Employees may take a rest period of not more than fifteen (15) minutes for each half day of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

E. Wash-Up Time

-200 Employees will be given the necessary time prior to punching out, to wash up and change uniforms if used.

F. Call-In Pay Show-Up Pay

-201 An employee reporting for emergency duty at the Employer's request for work which the employee had not been notified of in advance and which is outside of and not continuous with the employee's regular work period, shall be guaranteed at least three (3) hours pay and three (3) hours work at the rate of time and one-half.

-202 An employee who reports for scheduled work and no work is available will receive three (3) hours pay at the employee's regular straight time rate.

G. Overtime

-203 Overtime is defined as hours worked in excess of eight (8) in a day, or forty (40) hours in an employee's work week for which the employee is paid time-and-one-half his/her regular rate of pay, unless otherwise specified in Article 42.

-204 For the purpose of computing overtime, all hours paid will be considered time worked.

-205 Overtime shall not be pyramided, compounded or paid twice for the same time worked.

-206 In the event that a work schedule(s) is converted to four ten-hour days per week, time-and-one-half the regular straight time rate will be paid to employees who work over 40 hours per work week.

ARTICLE 42

TIME-AND-ONE HALF IN SPECIFIC AREAS OF WORK

-207 Time-and-one-half the regular rate will be paid to employees who work over forty (40) hours in a work week in the following specific areas of work:

- a. Building Services Custodian classification within the Physical Plant.
- b. All employees in the Department of Intercollegiate Athletics.

-208 Time-and-one-half the regular straight time rate will be paid to all employees who work over eighty (80) hours in any pay period of two (2) calendar weeks in the College of Agriculture and Natural Resources.

ARTICLE 43

EQUALIZATION OF OVERTIME HOURS

-209 Overtime hours shall be divided as equally as practicable among employees in the same classification in their district. An up-to-date list showing overtime hours and unit seniority date will be posted in a prominent place in each district before the 15th of each month, in addition to regular posting practices. With mutual agreement of the Union, the University and the employees involved, the list can be communicated electronically.

-210 Whenever overtime is required, the person with the least number of overtime hours in that classification within the district will, except in necessary emergencies, be called first and so on down the list in an attempt to equalize the overtime hours. After exhausting this procedure and the need still exists, the Employer may require the least senior available, qualified employee to work. The Union reserves the right to grieve what is an emergency. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases they would be called on the basis of least hours of overtime in their classification provided they are capable of doing the work. When employees are notified by telephone, they will be called in order of lowest hours first.

-211 For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that overtime period (2 hour minimum).

-212 On July 1 each year, the amount of overtime hours credited to each employee will be reduced equal to the amount of overtime hours credited to the employee at the bottom of the overtime list and only excess overtime hours for each employee shall be carried forward.

-213 An employee who has changed classifications will be charged with the highest number of overtime hours that exist in the new classification on the day he/she was reclassified.

-214 When an employee terminates his/her term as Chief Steward, President, Steward, or Alternate Steward, his/her overtime hours shall be disregarded and he/she shall assume the average number of hours in his/her classification in his/her district, unless he/she is currently charged with less than average hours.

ARTICLE 44

LONGEVITY PAY

-215 All regular employees of the Employer hired prior to August 19, 1996 shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

-216 LONGEVITY YEAR The longevity year is defined as the twelve (12) month period beginning October 1 of each year and ending September 30. For longevity payment purposes only, a year of continuous full-time service is defined as any longevity year in which the employee is actively employed for at least 39 calendar weeks (273 calendar days).

-217 Longevity pay shall be computed as a percentage of the employee's regular annual base wage. Base wage shall be that wage which an employee is being paid on September 1, 1988, of the calendar year in which the longevity payment is due. The annual base wage shall be equal to the employee's hourly rate times 2080 hours as of the first pay period in September. If an employee is not on the payroll at that time, the hourly rate to be used will be the hourly rate upon his/her return. Base wage shall not include overtime or premium pay.

-218 INITIAL ELIGIBILITY The last date of hire as a regular employee will be used as the normal longevity date. To qualify for the first longevity payment, an employee must have completed six (6) years of continuous service as of October 1 of any year. To qualify for initial eligibility, the employee must have been on active employment for at least 39 calendar weeks (273 calendar days) for six (6) consecutive years and an employee on October 1 of that year to receive the longevity payment. Periods of active employment of less than 39 calendar weeks will be counted toward the employee's years of continuous service.

-219 CONTINUING ELIGIBILITY After establishing initial eligibility, employees must be actively employed for 39 calendar weeks (273 calendar days) during the longevity year and an employee as of October 1 to receive the longevity payment on December 1. Periods of active employment of less than 39 calendar weeks, while not qualifying the employee for payment of longevity, shall be counted toward the employee's years of continuous service.

-220 Payments to employees who are eligible each October 1 will be paid on December 1. No longevity payment as shown in the schedule below shall be made for that portion of an employee's regular wage which is in excess of \$9,500.

-221 Employees terminating prior to October 1 will receive a prorated longevity payment.

-222 All regular employees, as of the date of the ratification of the Successor Agreement, shall be grandfathered under the current Longevity Pay program. Employees who hire into the bargaining unit after the date of the ratification of the Successor Agreement will be, and shall remain, ineligible for the Longevity Pay program.

-223 Longevity Pay Schedule

<u>Continuous Service</u>	<u>Annual Percentage</u>
6 or more and less than 10 years	2%
10 or more and less than 14	3%
14 or more and less than 18 years	4%
18 or more and less than 22 years	5%
22 or more and less than 26 years	6%
26 or more years	8%

ARTICLE 45

HEALTH CARE COVERAGE

-224 Health care programs for the life of this Agreement are subject to the 2006 Memorandum of Understanding between Michigan State University and the MSU Coalition of Labor Organizations (MSU/Coalition Memorandum) separately ratified and signed by AFSCME Local 1585.

-225 Employees must enroll within sixty (60) days of employment or appointment to an eligible status or during annual open enrollment. Enrollment information and forms are available through Human Resource website.

-226 Regular employees may enroll for health coverage within sixty (60) days of their initial employment date. Employees may enroll in Blue Cross/Blue Shield, Blue Care Network or Physicians Health Plan (HMO'S).

-227 For a regular full-time employee with single, two-party, or family coverage, the Employer shall pay one hundred percent (100%) of the total monthly premium cost of basic Blue Cross/Blue Shield coverage. The Employer contribution for three-quarter time employees will be seventy-five percent (75%) of the full-time contribution of the Blue Cross/Blue Shield plan and for one-half time employees will be fifty percent (50%) of the full-time contribution of the Blue Cross/Blue Shield Plan. In no event shall it exceed the full-time contribution for equivalent coverage. The monthly premium for dependents on sponsored dependent riders will be deducted from the employee's paycheck.

-228 The University contribution for coverage under one of the Health Maintenance Organizations selected by the employee, will not exceed the contribution schedule (single, two-party, family, etc.) for basic Blue Cross/Blue Shield coverage.

-229 Effective June 30, 1997, employees enrolled in the Physicians Health Plan or Blue Care Network will assume a ten (10) dollar "Point of Service" co-pay.

-230 Effective June 30, 1997, employees enrolled in the Physicians Health Plan or Blue Care Network will assume a five (5) dollar prescription drug co-pay.

-231 While an employee is on layoff and collecting Unemployment Compensation, the Employer will make its normal contribution toward the cost of the Health Plan premium for two (2) months beyond the month of separation due to layoff.

-232 Upon evidence of other insurance coverage, employees eligible for MSU health care coverage are eligible to opt out of the MSU Health Plan each year during the May Health Plan Open Enrollment to be effective July 1 through June 30 and receive a \$600.00 lump-sum special check payment to be made in the month of July of the next plan year. Re-enrollment will be allowed during the plan year if proof of involuntary loss of other insurance coverage is provided within thirty-one days of loss of coverage. The employee would receive a prorated waiver payment in July.

ARTICLE 46

DENTAL PROGRAM

-233 Dental Program – The dental program will be provided to all regular full-time 1585 members. Fifty percent (50%) or greater regular part-time employees may enroll themselves and their eligible dependents with a proportionate University contribution (based on the number of dependents covered.)

- a. Fees for the below mentioned services will be covered on a usual, customary, and reasonable basis with a fifty percent (50%) co-payment.
- b. Basic diagnostic, preventative, emergency palliative, restorative, oral surgery, endodontics, periodontics, and prosthodontics subject to a \$600 annual maximum per individual.
- c. Orthodontics subject to a \$600 lifetime maximum per individual.
- d. The dental program benefits will be provided consistent with the carrier's conditions and procedures.

-234 Regular employees will have the option to select a managed care dental plan. The program will be provided by a carrier selected by MSU. These benefits will be provided consistent with the carrier's conditions and procedures. For additional information contact the Benefits Office.

ARTICLE 47

DISABILITY PLANS

A. Long-Term Disability Plan

-235 A University-paid Long-Term Disability Plan will be granted to all regular full-time employees with at least thirty-six (36) continuous full-time equivalent (FTE) service months.

-236 The LTD Program provides after a one hundred eighty (180) day disability waiting period or after exhausting all sick leave accruals, whichever is later, for a continuation of the monthly benefit equal to 60 percent of base salary up to a maximum \$3,000 benefit including any benefits from Social Security or Worker's Compensation programs.

-237 The LTD Program additionally pays the employee's normal contribution and the University contribution to the base retirement program made available through the University and selected by the employee.

-238 At the Employer's expense, the employee may continue to participate in the Employee Paid Life, health care and dental programs.

-239 For additional information, contact the Benefits Office.

B. Extended Disability Plan

-240 Eligibility – Regular full-time employees with at least sixty (60) continuous full-time equivalent (FTE) service months are eligible for extended disability leave.

-241 Usage – In cases which are expected to result in total disability, eligible employees will be granted extended disability leave with full pay and benefits for up to six (6) months or until all accruals are exhausted, whichever occurs later. This leave will include the aggregate of accumulated sick leave, vacation and personal time to the extent these benefits are due the employee.

C. Workers' Compensation (Long Term)

-242 An employee who is receiving regular Workers' Compensation for a period in excess of six (6) months shall receive, at the Employer's expense, life insurance and health care coverage for the period covered by Workers' Compensation. If it is determined by Benefits 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.

ARTICLE 48

EMPLOYEE PAID LIFE PROGRAM

-243 Coverage is available to regular full-time and part-time employees through an optional Employee-Paid Life program. The program is entirely funded from employee premiums and rates are subject to future group experience. The insurance is decreasing term with no cash or loan value and coverage may be selected up to \$500,000 depending upon age and the plan selected.

ARTICLE 49

DEATH BENEFIT (EXPANDED LIFE PLAN)

-244 The Employer will provide a fully-paid life plan to all regular full-time employees at the time of hire. Coverage is equal to one times the annual salary (hourly rate times 2,080) up to a maximum of \$50,000.

-245 This program will provide a life insurance benefit in the case of death of an eligible employee on active duty status (including unpaid leaves of absence of 180 days or less) equal to one times the annual wage (i.e. basic hourly rate times 2080).

-246 The employee may designate a beneficiary if desired; if no beneficiary is designated, the life benefit payment will be made in the following order: A. spouse, B. children, C. parents or D. brothers and sisters. If no survivors, payment will be made in a lump sum to the estate.

ARTICLE 50

RETIREMENT BENEFITS

A. Base Retirement Program

-247 Michigan State University provides a base retirement program with the Teachers Insurance and Annuity Association (TIAA), College Retirement and Equities Fund (CREF) and other retirement programs made available through the University and selected by the employee.

-248 Eligibility and Participation – Regular full-time and part-time employees are eligible for participation in TIAA-CREF or other retirement programs made available through the University, and selected by the employee, in accordance with the following policies:

- a. The program is optional to employees under age 35 or who are over age 62 at the time of employment.
- b. The program is required as a condition of employment for employees who have attained age 35.
- c. Once required participation commences, it is not possible to withdraw from TIAA-CREF or other retirement programs made available through the University, and selected by the employee while employed at the University.

-249 Premium Contribution – The TIAA-CREF Retirement Annuity or other retirement programs made available through the University, and selected by the employee, are financed by a five (5%) percent deduction from an employee's base wage, overtime and shift differential with the University contributing ten (10%) percent.

-250 Complete details concerning the provisions of the University's TIAA-CREF Retirement Annuity Plan or other retirement programs made available through the University, and selected by the employee, may be obtained from the Benefits Office.

B. Retirement for Employees Hired Prior to January 1, 1973

-251 Effective January 1, 1973, the University Retirement Program ceased to exist. However, to insure that no employee lost credit for prior years of service, the following guidelines were established to provide that an employee will receive no less than what an improved plan formula would give him or her upon retirement.

-252 Those persons employed prior to January 1, 1973, who were 55 years of age or older and/or had 25 years of service on January 1, 1973, could elect to remain subject to the improved University Plan formula described below.

-253 The formula governing the old Retirement Plan was improved by basing pensions on an amount equal to the highest three (3) year average earnings, multiplied by two (2%) percent for each year of service, with a \$3,600 ceiling.

-254 For employees participating in TIAA-CREF and/or other retirement programs made available through the University, and selected by the employee, with a University contribution, this new formula will be applied for each employee at retirement and will become the minimum received by the employee.

-255 The annuity value, at the time of retirement, purchased by MSU's contribution to TIAA-CREF and/or other retirement programs made available through the University, and selected by the employee, will be compared to the pension amount as computed in paragraph 252 above, and the employee will receive the larger of the two figures. Employee contributions to TIAA-CREF and/or other retirement programs made available through the University, and selected by the employee, (retroactive to 1-1-73) will provide additional annuity income.

-256 Those employees not participating in TIAA-CREF or other retirement programs made available through the University, and selected by the employee, will have their retirement income figured solely on the improved formula plus a ten (10%) percent addition added to the base pension prior to actuarial reduction or the selection of a survivor option.

-257 Employees who terminate without meeting the minimum requirements for retirement will receive a retirement pension from the contributions made to the individual TIAA-CREF annuity contract or other retirement programs made available through the University, and selected by the employee, consistent with provisions of those contracts.

C. University Retirement

-258 University Retirement Defined - University retirement shall be defined at 1) attainment of age 62 or older with 15 years of service, or 2) at any age with 25 years of service. Interruptions in employment of less than one (1) year duration shall not constitute a break in service as it pertains to retirement.

-259 Employees meeting the minimum retirement requirements will remain eligible to maintain group health care and dental plan coverage and receive the health care and dental plan coverage and receive the Employer contribution. Employees participating in the Employer-Paid Life Plan at the time of retirement or terminating at age 65 or thereafter and who were enrolled prior to July 1, 1977, shall receive a \$2,000 life benefit fully paid by the Employer.

-260 An employee who retires under the definition in paragraph 258 shall be paid for fifty (50) percent of his/her unused sick leave, but not to exceed a maximum of fifty (50%) percent of twelve hundred (1200) hours, as of the effective date of separation.

-261 An employee who does not meet the definition of University Retirement in paragraph 257 but has at least five (5) years, but less than ten (10) years of continuous service and has attained 65 years of age at the time of their separation shall be paid fifty (50%) percent of their unused sick leave as of the effective date of separation. An employee who does not meet the

definition of University Retirement in paragraph 258 but has at least ten (10) years of continuous service and has attained 65 years of age at the time of their separation shall be paid one hundred (100%) percent of their unused sick leave as of the effective date of separation but not to exceed a maximum of one hundred (100) days, unless he/she has received a University contribution to TIAA-CREF and was employed after 1-1-73 in which case the employee shall be paid as in paragraph 259.

-262 Prorated longevity payments shall be made to those employees who retire under the definition of University Retirement in paragraph 258 prior to October first of any year. This also applies to those employees not under the definition of University Retirement in paragraph 258 but who are 65 years of age at the time of their separation. Such prorated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October first to the date of retirement or separation and shall be made as soon as practicable thereafter.

ARTICLE 51

EDUCATIONAL ASSISTANCE

A. Qualifications

-263 Full-time employees who meet the following provisions may apply for the Educational Assistance Program.

- a. Twelve (12) continuous FTE service months with the University are required.
- b. Admissions as a student either in a degree program at Michigan State University, or in a degree program or job related course at Lansing Community College, M.S.U. Outreach Programs, or from those institutions accredited by generally recognized accrediting agencies and/or are listed in the Education Directory of the U.S. Department of Education. In addition, institutions approved under such government training programs as the G.I. Bill of Rights will also be recognized.
- c. The appropriate educational assistance application complete with departmental approval, must be submitted by employee requesting educational assistance.

B. Non-Credit Courses

- a. Employees may apply for reimbursement and release time for non-credit courses.
- b. Only job-related courses which are offered through the University Outreach (e.g. Lifelong Education, Continuing Education and Evening College), MSU Computer Laboratory, Davenport College, Lansing Community College, High School Adult Education Programs, Human Resource Development Programs or other Staff Benefits Office approved Educational/Training programs are reimbursable.
- c. If non-credit courses only are being taken during an academic year, reimbursement will not exceed eight hundred (\$800.00) dollars.

- d. If non-credit courses are being taken during the same academic years as courses per paragraph 263 above, the total reimbursement will not exceed the MSU rate per credit for fourteen (14) credit hours.
- e. Employees must document their successful completion of non-credit courses by submitting (1) a certificate for the course signed by the instructor, or (2) a form provided by Staff Benefits signed by the instructor.

C. Release Time

-264 When a course is not available during non-working hours, the employee may request release time with pay not to exceed five (5) hours per week to attend one course. The department administrator or designee shall determine whether unit functions will allow such release time to be granted. Such determination shall be within the sole discretion of the Employer.

D. Tuition Reimbursement

-265 Eligible employees shall be reimbursed for classes, not to exceed fourteen (14) credit hours per academic year and MSU registration fee under the following conditions:

- a. The employee has submitted the appropriate application to her/his supervisor at least ten (10) working days before the initial meeting of the course(s) for which they are seeking approval.
- b. The classes for which the employee is seeking tuition reimbursement may not exceed fourteen (14) total credit hours per academic year.
- c. The employee shall provide the Employer with evidence that they have successfully completed the approved course(s). A grade of 2.0 or better is required for credit course(s).
- d. If the employee is covered by benefits such as scholarship or fellowship aid, government aid, G.I. benefits, or similar assistance, reimbursement will be made only for that portion of the tuition fee which exceeds the amount of those benefits.

E. Tuition Waiver

-266 Except as specifically provided below all general provisions of educational assistance apply:

- a. Local 1585 Bargaining Unit members who are eligible for educational assistance shall be eligible for a tuition waiver program. This tuition waiver program will be applicable only to those MSU courses enrolled in through the University's standard registration 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 he/she does not successfully complete the course(s).
- b. Employees interested in utilizing the tuition waiver program must submit their educational assistance complete with departmental approval to the Benefits Office ten (10) working days prior to the beginning of early registration (except fall term,

when it is regular registration). The application must be marked with a request for tuition waiver.

- c. If the above time lines are met and educational assistance application is approved, the Benefits Office will forward a list of employees eligible for tuition waiver to the Fees and Scholarship Office and to Local 1585.
- d. The Fees and Scholarship Office billing will reflect tuition waiver. Employees will be responsible for all charges in excess of the registration fee and in excess of fourteen (14) total credit hours per academic year. In the event the approved course(s) are unavailable at the time of registration, other appropriate course(s) may be substituted and the application amended subject to the approval of the department administrator or designee and the Benefits Office by telephone when necessary.
- e. Employees who have had their tuition waived authorize the Benefits Office to verify successful completion of approved courses at the end of the semester. In cases when 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).

F. Course-Fee Courtesy

-267 Full-time employees with sixty (60) FTE service months are eligible under the course-fee courtesy policy as it is provided to the faculty of the University.

ARTICLE 52

SUPERVISION WORKING

-268 Supervisory employees shall not perform work in any job classification of a seniority unit except as outlined in Paragraph 269.

-269 It is understood that supervisory employees may from time to time perform tasks normally assigned to bargaining unit employees. However, supervisors will not perform work which would deprive regular employees of overtime, cause regular employees to work any reduced hours, nor will they perform any bargaining unit work when regular employees are laid off in the individual unit where the work is being performed. The parties agree that the Union, Housing and Food Services and Employee Relations representatives will commit to act immediately to address concerns raised by the Union over administration of this section.

ARTICLE 53

STUDENT LABOR

-270 It is the policy of the Employer to provide jobs for students to assist them in obtaining an education. It is the intent of the Employer to use student employees to supplement the work force and not displace it.

-271 The University agrees to provide at or about mid-semester of each academic semester the following information concerning student employees:

- a. Name
- b. Seniority Unit
- c. Hours Worked

ARTICLE 54

SAFETY COMMITTEE

-272 A Safety Committee of not more than ten (10) employees and the Employer's representatives shall be established. The Union will furnish the Employer the names of its members of the Safety Committee and such changes as may occur from time to time in such personnel. This Committee shall meet at least once every quarter during regular working hours for a period not to exceed two (2) hours for the purpose of making recommendations to the Employer. If the Safety Committee feels that an investigation should be made concerning a particular safety practice, rule or condition, then one Union member of the Safety Committee and a representative of the Employer of the Safety Committee will be designated to investigate the particular practice or rule and make proper recommendations to the Employer.

-273 It shall be the intent of both parties to resolve safety concerns or grievances internally before contacting outside agencies. Employees are encouraged to first discuss safety concerns with supervision and/or departmental safety committees if established.

-274 Any employee safety apparel or apparatus required by University rules, or State laws, will be paid for by the University.

ARTICLE 55

AGREEMENT COPIES

-275 At least three (3) official (proof) copies of the contract shall be signed by appropriate representatives of the Employer and Union and shall be distributed among Employer, Union and printer.

-276 The Employer shall provide the Union with up to 1,500 "small-book" copies of the contract including current changes within ninety (90) days of ratification and final proof reading by the Union.

ARTICLE 56

SUPPLEMENTAL AGREEMENTS

-277 All supplemental agreements shall be subject to the approval of the Employer and the Union.

ARTICLE 57

MAINTENANCE OF CONDITIONS

-278 It is not the intent of the University to introduce for the first time in its history, mass layoffs or reduction of hours. If, due to conditions beyond the control of the University, it becomes necessary to reduce an Employee's working hours, the University agrees to meet with the Union in order to affect a mutually agreeable settlement. If no agreement can be reached at that meeting, the proposed reduction can then be implemented and the dispute may then be arbitrated on the basis of the questions put before the arbitrator by both sides.

-279 The University agrees to continue an Employee Assistance Program for the Union. The Union shall maintain a representative on the committee set up to advise the Office of Employee Assistance.

-280 The University shall furnish all employees with appropriate uniforms including laundry services. Employees shall wear uniforms furnished by the Employer unless otherwise mutually agreed.

-281 The University agrees to provide the Union with a campus restricted Centrex line which shall be paid for by the University.

ARTICLE 58

SPECIAL PROVISIONS

-282 The proceeding agreements apply only to the departments or divisions indicated, and establish no precedent for seniority units not specifically mentioned

I. COLLEGE OF AGRICULTURE AND NATURAL RESOURCES

-283 Assignment of Employees – Employees in the College of Agriculture and Natural Resources may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in the specific classification. It is understood that the above provision does not guarantee twelve (12) months employment each year to any employee but is merely a sincere effort on the part of the Employer to utilize the talents and services of regular full-time employees during normally slow periods.

-284 The Employer will provide jobs for students to the end that impecunious youngsters may secure an education. Many students are employed in order to receive practical training as a part of their education. Therefore, the employer's current policy with respect to the employment and assignment of students in the College of Agriculture and Natural Resources will be continued.

-285 The University's current policy with respect to the employment and assignment of academic personnel, graduate students and students on research projects in the College of Agriculture and Natural Resources will be continued and the foremen and supervisory employees in the College of Agriculture and Natural Resources may spend up to thirty (30%) of

their time performing work outside of their supervisory duties in work related to research and special assignments in the bargaining unit.

-286 Additionally, it is understood that, in emergency situations when regular employees are not immediately available, supervisory employees in the College of Agriculture and Natural Resources may be required to perform work within specific job classifications. The same thing is true when operational difficulties are encountered or in the testing of materials. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned and no dispute over the policy stated above shall be occasioned by such demonstration.

II. GROUNDS MAINTENANCE

A. Arborist Trainee

-287 In the event that a Arborist position is vacated a Arborist Trainee position shall be posted and filled.

-288 The Arborist Trainee shall remain in this classification for a period not to exceed one year in order to be properly trained as a Arborist and then shall be promoted to Arborist, salary grade XVIII. The trainee position shall remain vacant until another Arborist position is vacated.

-289 While it is the intent in the foreseeable future to maintain the existing Arborist work force, this agreement does not preclude the Grounds Department from adjusting the Arborist work force as operational needs dictate.

B. Eye and Toe Protection

-290 The following provisions apply to those employees in the Grounds Department who are required to wear eye protection and toe protection:

- a. Employees who wear prescription glasses will be given an allowance of \$25.00 for the purchase of safety prescription glasses.
- b. Employees who are required to wear toe protection will be given an allowance of \$25.00 toward the purchase of safety shoes.
- c. The above allowances shall not be given more than once a fiscal year and only upon suitable proof of purchase.
- d. The University will seek, through its purchasing process, vendors who will provide the lowest price on the above items. The employee may purchase the above items anywhere so long as the items meet the minimum requirements under the applicable law.

III. HOUSING AND FOOD SERVICES, PHYSICAL PLANT AND INTERCOLLEGIATE ATHLETICS

A. Assignment of Employees

-291 Employees in the Housing and Food Services, Physical Plant and Intercollegiate Athletics may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classifications.

-292 It is understood that the above provision does not guarantee twelve months employment each year to any employee but is merely a sincere effort on the part of the Employer to utilize the talents and services of regular full-time employees during normally slow periods.

B. Kitchen Sanitation Worker

-293 As full-time KSW positions are vacated, they may be replaced with full or half-time employees equivalent to the full-time position regardless of the previous number of full-time KSW's in a particular unit as long as a dishwashing (and/or pot and pan cleaning) operation is necessary in the unit. Schedules may be rearranged to accommodate part-time employees.

-294 The Division of Housing and Food Services shall continue to supplement the regular work force with student employee as management deems appropriate in accordance with the contract.

-295 This provision does not in any way effect any other classifications nor does it constitute the relinquishment of management's right to schedule, direct the work force or to eliminate a classification.

C. Schedule of Employees to Work Designated Holidays

-296 This provision applies to work to be performed by two or more 1585 members in a district on designated holidays:

- a. For purposes of scheduling employees, overtime equalization lists shall be utilized in accordance with Article 43.
- b. The District Steward shall be scheduled to work on a designated holiday if he/she
 - has previously occupied or
 - is currently in or
 - has previously performed on a regular basis the classification and/or duties to be performed on that day.
- c. If the District Steward is not scheduled as above, the Alternate Steward shall be scheduled in conformance with above.
- d. District Stewards and Alternate Stewards who work on a holiday shall have their holiday pay calculated on their regular rate of pay for their normal University classification.

- e. If employees, including the District Steward or Alternate Steward in a classification scheduled to work, decline to work, they shall be charged on the equalization lists and management may assign and schedule employees in order of lowest seniority within the classification scheduled to work on that designated holiday.
- f. This provision shall not alter Section D of the Housing and Foods article.

D. Cook Classification

-297 A Cook will be assigned to replace a Cook III who is absent for an entire (8) hour period and shall receive the probationary rate of Cook III according to paragraph 181. If more than one Cook is present, the temporary promotion shall be made on a rotating basis. The Union and management recognize the temporarily promoted Cook must be willing and able to assume Cook III duties.

-298 This Agreement applies only to the Cook sequence in the Division of Housing and Food Services excluding Kellogg Center.

- a. All Level 09 Cooks, who have successfully completed a two-year probationary period shall, upon completion, automatically proceed to a Cook II, Level 12 position.

E. Assignment of Food Stores Warehouse Attendants and Stockhandlers to the Freezer Room

-299 It is agreed that assignment to the freezer room is less desirable than other assignments in Food Stores. Therefore, employees will be assigned to the freezer room on a seniority preference basis, and shall be compensated at an additional fifty (50) cents per hour during the period of the regular assignment to the freezer room. Employees, who, during the course of their regular duties are compelled to occasionally enter the freezer room and are not obliged to spend over one (1) hour consecutively in the freezer room, shall not be eligible for the additional compensation. If a sufficient number of employees do not opt for the freezer room assignment, the least senior employees shall be assigned.

IV. INSTRUCTIONAL MEDIA CENTER

-300 Motor Vehicle Operators – the pick up and delivery of equipment will be performed by 1585 personnel, however, it is jointly recognized that in some situations it may not be possible for only Motor Vehicle Operators to pick up and deliver audio visual equipment as in cases where:

- a. The security of equipment, on or off-campus is jeopardized.
- b. Professional and technical staff are needed to determine equipment needs on the program site and the IMC vans are used as a mobile center.
- c. An emergency occurs, such as equipment failure, absence of personnel, last minute deadlines, and other circumstances beyond the control of the dispatchers.

- d. Off-campus programs which require the transportation of an authorized operator as well as equipment when prior delivery is not possible, and when overtime has been offered and refused by bargaining unit employees.
- e. During slow periods, Motor Vehicle Operators will be reassigned other duties in order to provide work.
- f. All programs involving Central Administration (Presidents and Vice Presidents).

V. CUSTODIAL SERVICES

A. Grievance/Disciplinary

-301 Meetings involving the District Supervisor for Third Shift employees shall normally be scheduled at 4:30 p.m. on Fridays unless mutually agreed otherwise.

-302 For Custodial Services employees scheduled Sunday through Thursday, the District Supervisor or his/her designee shall hold meetings requiring a District Steward during the employee's normal working hours unless mutually agreed otherwise. These meetings shall occur not more than once a week.

B. Equalization of Overtime

-303 On July first of each year, the number of overtime hours credited to each employee in the custodial department will be reduced to zero.

- a. Overtime for classifications other than Custodians (Set Up Worker, Building Services Custodian, Swimming Pool Operator-Custodian, and Stockroom Personnel) shall be offered first to the employees within the classification needed and second to all employees within the three (3) Physical Plant Custodial Districts. In both first and second situations overtime shall be offered to employees with lowest overtime hours first and so on down the list (the present practice of posting available overtime will be continued).

-304 An employee who changes classifications within the custodial series (Custodian II, III, and IV) shall retain the number of overtime hours which the employee held before the date of change.

-305 Custodial overtime within a building will be offered first to the head custodian normally assigned to the building where the overtime is available; and second to all other custodial employees normally assigned to the building; and then to all other custodial employees. In the second and third situations, overtime should be offered to employees with the lowest overtime hours first and so on down the list.

-306 When the Employer combines buildings for the purpose of custodial overtime, the overtime shall be offered first to the building heads in the buildings being combined based on the lowest overtime hours worked, until a building head accepts the overtime or all refuse it, after which it shall be offered to those employees regularly assigned to those buildings being combined based on the lowest overtime hours worked within the classification needed.

C. Automotive Services

-307 It is agreed that Automotive Services, Physical Plant Division, will continue their long-standing policy relating to split runs on the Campus Bus System. Included in this policy are the following:

- a. Split runs will be minimized as much as possible.
- b. All new employees shall read the job description and be aware they may have to operate a split run.
- c. The Bus Drivers may suggest alternate solutions to eliminate any or all split runs. These solutions will be considered and adopted if they:
 - Do not increase operating costs.
 - Do not eliminate needed service.

VI. UNIVERSITY SERVICES

A. University Stores and Campus Mail Service

-308 University Stores management will administer a training program, successful completion of which will move employees from grade XIII to the top of grade XVII in thirty (30) months.

-309 New employees hired as Material Handlers will automatically enter the training program and will receive step increases each six (6) months providing they have successfully completed that portion of the training to which they are assigned. New employees hired as Material Handlers will be assumed to be in the training program at all times during the first thirty (30) months of employment.

-310 The amount of the step increase will be determined by dividing the difference between the start of grade XIII and the top of grade XVII by five (5). If there is a remainder to the quotient, it will be applied to the last increase.

VII. VETERINARY MEDICINE

A. Work Schedule

-311 There shall not be any change in the work schedule without agreement between Employer and employee.

-312 Any change in the work shift shall be discussed seven (7) days prior to change except in an emergency.

-313 Any time worked not included in the regular work schedule shall be considered overtime.

VIII. OVERTIME EQUALIZATION – Campus Animal Resources (former ULAR)

-314 Overtime hours shall be divided as equally as practicable among employees. An up-to-date list showing overtime hours and unit seniority date, by employee, shall be distributed in prominent places within the seniority unit by the 15th day of each month. A copy shall also be provided to the steward of the district.

-315 Whenever overtime is required, the overtime shall be offered first to employees capable of performing the work on a rotating basis. After exhausting this procedure and the need still exists, the Employer shall offer the overtime to employees capable of performing the work, regardless of classification. In such cases, they would be called on the basis of least hours of overtime within the seniority unit.

-316 Scheduled overtime shall be offered to regular employees within the unit capable of performing the work on the basis of least hours of overtime on the current overtime list.

-317 For the purpose of this agreement, time not worked because the employee was unavailable or did not choose to work, will be charged the average number of overtime hours of the employees working during that overtime period.

-318 On July 1 each year, the amount of overtime hours credited to each employee within the seniority unit will be reduced to a zero base.

-319 The Employer will make a reasonable effort to maintain hours between employees with a maximum variance between employees not to exceed 100 hours. If in the event equalized hours of one employee exceed that of another employee by greater than 100 hours, overtime shall be offered to regular 1585 employees capable of performing the work within the unit with the least amount of accumulated overtime until such time as the employee is once again equalized. At that time, provisions of paragraphs 314 and 315 would again be applicable.

-320 Weekend overtime shall be offered in increments of not less than 3 hours, except in necessary emergencies.

-321 For purposes of this Agreement, employees shall be defined as regular 1585 employees normally assigned to locations in Campus Animal Resources (former ULAR). If the need still exists, temporary employees may be offered overtime opportunities/extra work hours after employees on the overtime list have been contacted.

ARTICLE 59

SAVINGS CLAUSE

-322 If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall immediately enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 60

CONTRACT DOCUMENTS

-323 The provisions herein contained constitute the entire Agreement between the parties.

Zipper Clause ↗

ARTICLE 61

MODIFICATION

-324 This Agreement shall continue in full force and effect from the date hereof until 11:59 p.m., July 31, 2010, and from year to year thereafter, unless notice of modification is given as provided in paragraphs 326, 327.

-325 This Agreement shall be effective from and after August 1, 2006, until and including July 31, 2010.

-326 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the expiration date or any subsequent expiration date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. The Employer agrees to continue all contractual rights and benefits past the expiration date of this contract until a new contract takes effect as long as there is no strike by the Union. There shall be no lockout by the Employer.

-327 Notice of modification – Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to the Local 1585 President and if to the Employer, addressed to the Director Employee Relations, or to any such address as the Union or the Employer may make available to each other.


ARTICLE 62

EFFECTIVE DATE

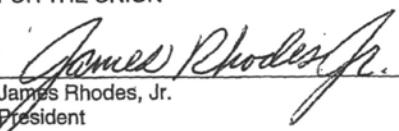
-328 This agreement shall become effective as of August 1, 2006, IN WITNESS THEREOF THE PARTIES HAVE SET THEIR HANDS:

Date Signed: September 14, 2006

FOR THE EMPLOYER


Dr. Fred L. Poston, Vice President and Treasurer
Finance and Operations

FOR THE UNION


James Rhodes, Jr.
President

Pamela S. Beemer
Pamela S. Beemer, Assistant Vice President for
Human Resources

Scott Sowulowski
Scott Sowulowski, Director
Office of Employee Relations

James D. Nash
James D. Nash, Associate Director
Office of Employee Relations

Gary Foltz
Gary Foltz
Administrator
Veterinary Teaching Hospital

Pamela D. George
Pamela D. George
Director
University Services

Stanley Hecker
Stanley Hecker
Personnel Administrator
Physical Plant

Jennifer J. McManus
Jennifer J. McManus
Personnel Administrator
Physical Plant

Charles J. Reid
Charles J. Reid
Director
Land Management Office

Denise M. Zieleniewski
Denise M. Zieleniewski
Human Resource Manager
Housing & Food Services

Jim Planck
Jim Planck
Vice President

Lisa Deavers
Lisa Deavers
Secretary/Treasurer

Larry Bouck
Larry Bouck
Recording Secretary

Lou Sutfin
Lou Sutfin
Chief Steward

Carol Buckler
Carol Buckler
Negotiating Team

David Namie
David Namie
Negotiating Team

Jim Bale
Jim Bale
Negotiating Team

Kathy Lezovich
Kathy Lezovich
Negotiating Team

Dwayne Sorter
Dwayne Sorter
Negotiating Team

APPENDIX I
 LOCAL 1585 AFSCME
 CLASSIFICATION AND LEVEL SCHEDULE

CLASSIFICATION	LEVEL
AGRICULTURAL AND SPECIAL EQUIPMENT OPERATOR I	16
AGRICULTURAL AND SPECIAL EQUIPMENT OPERATOR II	19
AGRICULTURAL GROUP LEADER	20
AGRICULTURAL RESEARCH AIDE	18
ANIMAL CARETAKER I	9
ANIMAL CARETAKER II	14
ANIMAL CARETAKER III	15
ANIMAL CARETAKER IV	17
ANIMAL CARETAKER RESEARCH I	15
ANIMAL CARETAKER RESEARCH II	18
ARBORIST I	18
ARBORIST II	19
ARBORIST III/GROUP LEADER	20
ARBORIST TRAINEE	14
BAKER/CENTRAL BAKE SHOP	14
BAKER/CENTRAL BAKE SHOP TRAINEE	9
BANQUET CAPTAIN/KELLOGG CENTER	4
BANQUET SET-UP WORKER/KELLOGG CENTER	12
BUILDING SANITATION WORKER	8
BUILDING SERVICES CUSTODIAN	14
BUILDING SERVICES GROUP LEADER	15
BUILDING SERVICES WORKER	2
BUILDING SERVICES WORKER/KELLOGG CENTER	7
CAMPUS ARBORIST ASSISTANT	19
CENTRAL STERILIZATION WORKER	11
CENTRAL STERILIZATION WORKER/GROUP LEADER	15
COMMODITY COORDINATOR	19
COOK I	9
COOK II	12
COOK III	16
COOK RANGE/KELLOGG CENTER	13
COOK VEGETABLE/KELLOGG CENTER	13
COOK/KELLOGG CENTER	18
COSTUME MAKER	7
COWLES HOUSE SERVICES ASSISTANT	16
CUSTODIAN I	2
CUSTODIAN II	10
CUSTODIAN III	12
CUSTODIAN IV	15
DECORATOR/CENTRAL BAKE SHOP	14
DINING ROOM WORKER	1A

DRIVER BUS	13
DRIVER/BUYER ASSISTANT CYCLOTRON	15
FEED MILL OPERATOR I	16
FEED MILL OPERATOR II	19
FOOD SERVICE CASHIER/ATTENDANT	1
FOOD SERVICE WORKER AIDE	1
FOOD SERVICE WORKER I	2
FOOD SERVICE WORKER II	4
FOOD STORES WAREHOUSE ATTENDANT	15
GARDENER	16
GENERAL WORKER	97
GOLF CART/EQUIPMENT MAINTAINER	17
GREENSKEEPER I	12
GREENSKEEPER II	16
GROUNDS AIDE	18
GROUNDS UTILITY WORKER	18
GROUNDS/SITE CONSTRUCTION GROUP LEADER	20
GROUNDSKEEPER I	12
GROUNDSKEEPER II	16
GROUNDSKEEPER III	20
HEAVY EQUIPMENT OPERATOR/Hauler	16
HERDER I	16
HERDER II	19
HORTICULTURE AIDE	14
INCINERATOR OPERATOR I	15
INCINERATOR OPERATOR II	18
INCINERATOR WORKER	16
KITCHEN SANITATION WORKER	7
LABORATORY SANITATION WORKER	15
LABORATORY WORKER	6
LABORER AGRICULTURAL I	9
LABORER AGRICULTURAL II	12
LABORER I	6
LABORER II	9
LABORER III	12
LAUNDRY CONTROL CHECKER	4
LAUNDRY EQUIPMENT MAINTAINER	22
LAUNDRY HELPER	2
LAUNDRY WORKER I	6
LAUNDRY WORKER II	11
MAIL CARRIER	10
MAINTAINER BOWLING ALLEY EQUIPMENT	17
MAINTAINER CUSTODIAL EQUIPMENT	18
MAINTAINER FIRE SAFETY EQUIPMENT	20
MAINTAINER FOOD EQUIPMENT	19
MAINTAINER HEATING EQUIPMENT	20
MAINTAINER IRRIGATION SYSTEMS	19
MAINTAINER IRRIGATION SYSTEMS ASSISTANT	14

MAINTAINER MUNN ARENA	17
MAINTENANCE WORKER AGRICULTURAL I	14
MAINTENANCE WORKER AGRICULTURAL II	16
MAINTENANCE WORKER I	12
MAINTENANCE WORKER II	16
MAINTENANCE WORKER III	19
MAINTENANCE WORKER LABORATORY ANIMAL CARE SERVICE	19
MAINTENANCE WORKER VETERINARY	17
MAINTENANCE WORKER VETERINARY/TREADMILL	18
MATERIAL & LOGISTICS WORKER I	15
MATERIAL & LOGISTICS WORKER II	19
MATERIAL COLLECTIONS/DRIVER I	6
MATERIAL HANDLER	17
MATERIAL HANDLER GROUP LEADER	18
MATERIAL HANDLER TRAINEE	13
MATERIALS TRAFFIC CONTROL WORKER	21
MOTOR VEHICLE OPERATOR	12
PEST CONTROL WORKER	20
RECYCLING & REFUSE COLLECTOR/HAULER I	6
RECYCLING & REFUSE COLLECTOR/HAULER II	11
RECYCLING AIDE	1B
RECYCLING AND REFUSE GROUP LEADER	18
SET UP WORKER I	16
SET UP WORKER II	19
SEXTON	14
SNACKSHOP/CONCESSION ATTENDANT	7
STOCKHANDLER CYCLOTRON LABORATORY	19
STOCKHANDLER I	12
STOCKHANDLER SCIENTIFIC SUPPLIES I	16
STOCKHANDLER SCIENTIFIC SUPPLIES II	19
STOCKROOM ATTENDANT I	15
STOCKROOM ATTENDANT II	18
SUPPORT COOK/KELLOGG CENTER	5
SURPLUS WORKER I	6
SURPLUS WORKER II	10
SURPLUS WORKER III	16
SWIMMING POOL OPERATOR/CUSTODIAN I	14
SWIMMING POOL OPERATOR/CUSTODIAN II	20
TREE TRIMMER I	18
TREE TRIMMER II	19
UNIVERSITY SERVICES AIDE	1C
WAREHOUSE ATTENDANT	16

APPENDIX II

Wage rate schedule effective August 1, 2006, for those employees included in the seniority units clause of this Agreement.*

LEVEL	PROBATIONARY	JOB RATE
1A	\$8.20	\$9.20
1B	\$9.40	\$9.89
1C	\$10.04	\$11.04
2	\$12.56	\$13.22
3	\$12.79	\$13.46
4	\$13.19	\$13.88
5	\$13.41	\$14.12
6	\$13.74	\$14.46
7	\$13.83	\$14.56
8	\$14.20	\$14.95
9	\$14.29	\$15.04
10	\$14.67	\$15.44
11	\$15.04	\$15.83
12	\$15.43	\$16.24
13	\$15.59	\$16.41
14	\$15.75	\$16.58
15	\$15.38	\$17.09
16	\$15.76	\$17.51
17	\$16.06	\$17.84
18	\$16.43	\$18.25
19	\$16.92	\$18.80
20	\$17.43	\$19.37
21	\$17.58	\$19.53
22	\$18.24	\$20.27
23	\$18.38	\$20.42

*Except as specified in Appendix IV.

APPENDIX III

Wage rate schedule effective August 1, 2007, 2008, and 2009, for those employees included in the seniority units clause of this Agreement.*

The wage schedule for this Agreement will be prepared following the determination of the percent wage increase for each year, in conformance with the terms of the "Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations," effective January 1, 2006, and ratified by the Union, a copy of which is attached hereto, until and including December 31, 2009.

*Except as specified in Appendix V.

APPENDIX IV

Specific Classification – Wage Rate Schedule Effective August 1, 2006, for those employees included in the seniority units clause of this Agreement.

<u>Special Titles</u>	<u>Start</u>	<u>6 month</u>	<u>12 month</u>
Dining Room Worker (1A)	\$8.20	\$8.70	\$9.20
Food Sv Wkr Aide (1B)	\$9.40	\$9.56	\$9.89
Fd Sv Cashier/Atndt (1C)	\$10.04	\$10.54	\$11.04
Bldg Sv Worker (2)	\$12.22	\$12.72	\$13.22
Fd Service Wkr I (2)	\$12.22	\$12.72	\$13.22
Laundry Helper (2)	\$12.22	\$12.72	\$13.22
Snack Shop Atndt (7)	\$13.56	\$14.06	\$14.56
Kitchen San Wkr (7)	\$13.56	\$14.06	\$14.56
Animal Caretr II (14)	\$15.58	\$16.08	\$16.58
Animal Caretr III (15)	\$16.09	\$16.59	\$17.09
Animal Caretr IV (17)	\$16.84	\$17.34	\$17.84

APPENDIX V

Specific Classification – Wage Rate Schedule Effective August 1, 2007, 2008, and 2009 for those employees included in the seniority units clause of this Agreement.

The wage schedule for this Agreement will be prepared following the determination of the percent wage increase for each year, in conformance with the terms of the "Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations," effective January 1, 2006, and ratified by the Union, a copy of which is attached hereto, until and including December 31, 2009.

APPENDIX VI

DEFINITIONS

Agreement – Whenever the word “Agreement” is used in this document, it shall be considered synonymous with the word “Contract”.

Demotion – Demotion shall be considered the movement of any employee to a lower grade level.

Full-Time Equivalent (FTE) Service 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 ¾ time (65% - 89.9%) employees
 - c) .50 credit per month for ½ 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 health and dental coverage 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 Months ranges to determine the employer's health and dental contribution during retirement.

<u>YRS</u>	<u>MOS</u>	<u>FTE SERVICE MONTHS</u>		
		<u>½ time</u> (50%-64.9%)	<u>¾ time</u> (65%-89.9%)	<u>Full-time</u> (90%-100%)
15	180	90.00-116.99	117.00-161.99	162.00-999.99

If an employee retires with 25 years of service at any age, use the following FTE Service Month ranges.

<u>YRS</u>	<u>MOS</u>	<u>FTE SERVICE MONTHS</u>		
		<u>½ time</u> (50%-64.9%)	<u>¾ time</u> (65%-89.9%)	<u>Full-time</u> (90%-100%)
15	180	150.00-194.99	195.00-269.99	270.00-999.99

He/She – Wherever personal pronouns are used in this Agreement, it shall be understood that the gender is neuter.

Lateral Transfer – A lateral transfer shall be considered the movement of any employee within the same grade level.

Promotion – Promotion shall be considered the movement of an employee to a higher grade level.

Proportional Benefits – Part-time benefits are listed in Paragraph 41 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%
Less than 20 hours.....no benefits

Rates of Pay

Base – Is the per hour rate of the employee not including shift differential or overtime computations.

Regular – Is the per hour rate of the employee including shift differential.

Seniority

- a. University Seniority - length of continuous employment, (including Article 12), starting with the original date of hire with the Employer, including periods of authorized leaves of absence and layoffs consistent with other Articles of this Agreement. This date shall be used for benefit purposes.
- b. Bargaining Unit Seniority – total length of employment within all units listed in Article 4, starting on the last date of hire with the Employer, except as abridged in Articles 12, 22, and 23. This date shall be used for filling vacancies and layoffs.

To Assist – As used in the Union classification descriptions connotes that an employee in a classification will provide whatever operational help is necessary to accomplish a task, function or end. "To assist" does not necessarily infer that another co-worker or employee must be constantly present during the accomplishment of a task.

Unavailable – An employee shall be considered unavailable for overtime in the following situations:

- The employee is on sick or funeral leave within 24 hours prior to the scheduled overtime, except of sick or funeral leave of less than four (4) hours.
- While the employee is on vacation and until he/she returns from vacation to his/her regular shift unless the employee provides prior written notification to his/her Supervisor of his/her availability.
- The employee has signed an overtime waiver form indicating that he/she does not wish to work any overtime.

- The employee is on an unpaid leave of absence, layoff, Regular or Worker's Compensation.
- Except that only in the Custodial Department if it becomes necessary to assign overtime, the language in Article 42 and 43 shall apply and overtime waivers will not be recognized. However the Employer will not arbitrarily and/or capriciously assign employees.

In these situations the employee will not be contacted for overtime, but will be charged the average number of overtime hours of the employees working during the overtime period.

Union – Whenever the words Local 1585 or Union appear in this Agreement, they shall mean AFSCME Local Union Number 1585, AFL-CIO.

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

Workers' Compensation

"Full" – is the payment of Workers' Compensation including sick, vacation or personal leave accrual supplementation.

"Regular" – is the payment of Workers' Compensation with no sick, vacation or personal leave accrual supplementation.

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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	

November

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						

December

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			

2009

January

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

February

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

March

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				

April

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		

May

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						

June

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			

July

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	

August

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					

September

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			

October

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

November

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					

December

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		

2010

January

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						

February

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						

March

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			

April

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	

May

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					

June

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			

July

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

August

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				

September

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		

October

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						

November

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				

December

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	

