

MSUSA

SUPERVISORS' ASSOCIATION SECURITY

A. Membership

-31 Employees covered by this Agreement at the time it becomes effective and who are members of the Supervisors' Association at that time shall be required as a condition of continued employment to continue membership in the Supervisors' Association for the duration of this Agreement.

-32 As a condition of employment, each employee in the bargaining unit on or before the thirtieth (30th) day after the effective date of this Agreement or on or before the thirtieth (30th) day after employment in the bargaining unit, whichever is later, and monthly thereafter, shall tender to the Supervisors' Association, either periodic and uniformly required Supervisors' Association dues, or in the alternative, service fees in an amount equal to those dues, as set forth in the Constitution of the Michigan State University Supervisors' Association.

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U. Checkoff

-33 The Personnel Office, at the time of hire, re-hire, reinstatement or transfer of an employee into the bargaining unit, shall apprise the prospective member of this Article's provisions and shall present him/her with an application for membership and an authorization for checkoff of dues, such form to be provided by the Supervisors' Association.

-34 If the employee desires to join the Supervisors' Association, the employee shall complete both the application for membership and authorization card for checkoff of dues and/or service fees and return them to the Supervisors' Association financial officer.

-35 If the employee does not desire to join the Association, the employee shall complete only the authorization card for checkoff of dues or service fees, so that the Supervisors' Association may collect from the employee its service fees equal to the monthly dues and return it to the Supervisors' Association financial officer.

-36 During the life of this Agreement and in accordance with the authorization for checkoff of dues or service fees, the Employer agrees to deduct membership dues or service fees levied in accordance with the Constitution of the Supervisors' Association from the pay of each employee who executed or has executed the authorization for checkoff of dues or service fees.

-37 The initial deduction for any employee shall not begin unless the authorization for checkoff of dues or service fees and certification of the Supervisors' Association financial officer as to the amount of the periodic Supervisors' Association dues or service fees have been delivered to the Employer's payroll department at least fifteen (15) calendar days prior to the affected pay day.

-38 All monies deducted by the Employer shall be remitted to the Supervisors' Association financial officer once each month by the twentieth (20th) calendar day of the month following the month in which deductions were made together with a list of current employees showing the amount of Association dues or service fees deducted from each employee.

-39 In cases where a deduction is made which duplicates a payment already made to the Supervisors' Association by an employee or where a deduction is not in conformity with the Constitution of the Supervisors' Association, refunds to the employee shall be made by the Supervisors' Association.

-40 The Employer shall not be liable to the Supervisors' Association by reasons of Section 8 of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employees.

-41 The Supervisors' Association shall protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE 6

SETTLEMENT OF DISPUTES

A. General Conditions

-68 At any hearing, conference or meeting which may result in disciplinary action to an employee in the bargaining unit, the employee may and is encouraged to request the presence of an Association representative.

-69 The parties agree that any individual employee at any time may present grievances to the Employer and have the grievances adjusted, without intervention of the Supervisors' Association representative, if the adjustment is not inconsistent with the terms of this collective bargaining contract or agreement now in effect, providing that the bargaining representative of the Supervisors' Association has been given the opportunity to be present at such adjustment.

-70 Grievances may be handled by Supervisors' Association grievance committeemen participating in the processing or hearing of any grievance which shall not exceed three (3) persons, excluding the aggrieved employee. Members of the Association grievance committee engaged in processing or hearing of any grievance during their regular scheduled working hours shall be paid for such time lost at their regular rate of pay, but in no event will more than three (3) members of the Supervisors' Association grievance committee be paid for participation in any one session.

-71 The Supervisors' Association chief steward may represent the employee at all steps of the grievance procedure.

-72 The Supervisors' Association chief steward shall be allowed time of his job without loss pay to investigate grievance(s) he/she is to discuss or has discussed with the Employer upon having received permission from his/her supervisor to do so. The Association shall notify the Employer as to the name of its Association chief steward.

-73 An alternate chief steward shall be designated by the Supervisors' Association to act in the absence of the chief steward. Said absence shall be caused by the chief steward being ill, on annual leave or approved leave of absence.

-74 The Supervisors' Association chief steward shall continue on his assigned shift during his term in office.

GRIEVANCE PROCEDURE

-78 A grievance shall be defined as a written dispute concerning the interpretation, application and alleged violation of any of the terms of this Agreement.

-79 Any employee having a dispute over the interpretation or application of the terms of this Agreement, shall present it to the Employer in the following manner.

-80 In the event that employees have a policy grievance, the Association representative shall submit the grievance on behalf of all affected employees. A policy grievance shall be only one in which the fact(s) in question and the provisions of the Agreement alleged to be violated are the same as they relate to all employees in the group. When the affected group is contained within one department, college, or division, the grievance shall be initiated at Step 2 of the grievance procedure. Any other group grievance shall begin at Step 3.

-81 At each step of the grievance procedure, the employee may request the presence of the Association representative.

E. Step 4

-86 If the Office of Employee Relations' answer was unacceptable, settlement may be determined by a decision of an arbitrator selected by the parties. The Association will notify the Office of Employee Relations within fifteen (15) working days after the receipt of the Step 3 answer if the Association wishes to appeal the grievance to arbitration, indicating why the Office of Employee Relations' answer was not satisfactory. In the event the Association and the Office of Employee Relations does not agree on an arbitrator within five (5) working days, the Association shall file the demand for arbitration with the American Arbitration Association or Federal Mediation and Conciliation Services within five (5) working days of failing to mutually agree on an arbitrator. The fees and approved expenses of an arbitrator will be paid for by the parties equally. The rules of the AAA or FMCS shall apply to all arbitration hearings.

-87 The process of expedited arbitration, under the rules of the American Arbitration Association or the Federal Mediation and Conciliation Service, may be utilized by mutual written agreement of the Employer and the Association on a case by case basis. The arbitrator need submit only the conclusion and award in writing.

-88 The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement nor shall he/she substitute his/her discretion for that of the Employer or the Association where such discretion has been retained by the Employer or the Association and has not been exercised unreasonably, nor shall he/she exercise any responsibility or function of the Employer or the Association.

-89 The arbitrator shall have no authority to establish wage and salary scales, to change any wage or salary rate, or change classification descriptions except as provided in Paragraph 30.

-90 Excluded from arbitration are disputes and unresolved grievances concerning merit increases.

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

F. Time Limits

-92 When reference to the working days is made in this Article, only weekdays, Monday through Friday, will be considered. Saturday, Sunday and holidays shall not be considered in these time periods. Time limits set forth in this grievance procedure shall be strictly adhered to unless such time shall be extended by mutual written agreement of the parties.

-93 Steps of the grievance procedure may be waived in writing by mutual agreement of both parties. The grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.

-94 If the Employer fails to schedule a meeting or answer the grievance within the designated time limits, the grievance may be appealed to the next step of this grievance procedure within five (5) working days of the date of the expiration of the applicable time limit.

-95 If a grievance is not appealed within five (5) working days after

- i. Receipt of the previous step answer,
- ii. Failure to schedule a meeting, or
- iii. Failure to answer the grievance.

the grievance shall be considered settled on the basis of the Employer's last answer and not be subject to further review.

G. Computation of Back Wages

-96 No claim for back wages shall exceed the amount of salary the employee would otherwise have earned at his/her regular rate.

ARTICLE 8

LAYOFF AND RECALL

-102 The University endeavors to provide continuing employment for supervisory employees. However, reductions in work force may be necessary due to lack of funds, and/or lack of work. Whenever possible, the reductions should be made by restricting recruitment, transfers to vacant lateral or lower level positions where the employee is capable of performing the work, and/or normal attrition, but if deemed necessary by the University, layoffs will be utilized.

-103 General Provisions:

- A. For purposes of layoff only, layoffs shall be within colleges and separately reporting units.
- B. Employees to be laid off shall be given a minimum of thirty (30) calendar days notice, a copy of which will be sent to the Association president, not to be offset by accrued vacation.

-104 Where ability to perform the work remaining is equal, the University will follow these priorities for reduction in force:

- A. Temporary before permanent.
- B. Probationary before non-probationary. This provision is interpreted to mean, anywhere within the bargaining unit, irrespective of colleges and separately reporting units.
- C. Employees with unsatisfactory records before employees with satisfactory records.
- D. Employees with short service before employees with long service. In administering this paragraph, an employee shall receive credit for total University service plus additional credit for that service which is in the bargaining unit. (Example: ten (10) years total University service of which four (4) years were earned within the bargaining unit would entitle the employee to credit for fourteen (14) years service for purposes of layoff only.)

-105 Recall from Layoff. Recall is the reinstatement of a laid off employee to active status within the period as defined and modified in Article 9, Paragraph 113 of the present Agreement. In the event of recall, the employee will retain the original service date but does not receive service credits for the period of layoff. Accrued sick leave will be reinstated when the employee returns to work. Copies of notices of recall shall be sent to the Association president.

-106 Employees with the greatest length of service will be recalled first, provided they are capable of performing the duties of the position within a ninety (90) day evaluation period. An employee who meets the minimum requirements for a vacant position and who is denied the ninety (90) day evaluation period shall receive written reasons why the employee was not selected for the evaluation period with a copy to the President of the Association.

-107 An employee on layoff status will lose all recall rights and be terminated upon the occurrence of any of the following:

- A. Refusal to be available for interviews.
- B. Refusal to accept the position offered if the salary offered is equivalent to eighty (80%) percent or more of the employee's salary before layoff:
- C. Expiration of the recall eligibility period referred to in Paragraph 113(E).

-108 For the purpose of layoff only, Association officers and executive board members on record, not to exceed a total of nine (9), shall be deemed to have greater seniority than other employees within the grade levels or lower levels in all classifications if they are capable of performing the available work.

COLLEGES

1. Agriculture and Natural Resources
2. Arts and Letters
3. Business and Graduate School of Business Administration
4. Communication Arts and Sciences
5. Education
6. Engineering
7. Human Ecology
8. Human Medicine
9. James Madison
10. Lyman Briggs
11. Natural Sciences
12. Nursing
13. Osteopathic Medicine
14. Social Science
15. Urban Development
16. Veterinary Medicine

SEPARATELY REPORTING UNITS

1. Physical Plant
2. Housing and Food Services
3. University Services
4. Instructional Media Center
5. Cyclotron
6. Controller
7. Data Processing
8. Personnel and Employee Relations

9. Contract and Grant Administration
10. Intercollegiate Athletics
11. Placement
12. Campus Park and Planning
13. Student Affairs and Services
14. Libraries
15. Registrar
16. Computer Center
17. Public Safety
18. University and Federal Relations
19. Health Services
20. Lifelong Education Programs
21. Admissions and Scholarships
22. Research and Graduate Studies
23. University Development
24. Graduate School
25. International Studies and Programs
26. Television
27. Budget
28. Honors College
29. Institutional Research
30. General Academic Administration
31. Undergraduate Education
32. Human Relations
33. Agricultural Experiment Station
34. Cooperative Extension Service
35. Internal Audit

ARTICLE 9

SENIORITY

-109 Seniority as used within this Agreement shall have the following definition and useage:

University Seniority:

The length of continuous employment starting with the original date of hire with the Employer, including periods of authorized leaves of absence and layoffs consistent with the articles of this agreement will be one year for each year of University employment plus one added year for each year as a Supervisor. The combined total will be the seniority factor.

-110 An employee on layoff shall retain seniority until his/her recall.

-111 An employee granted a leave of absence shall retain retain his seniority until his/her return to active employment.

-112 An employee returning within twelve (12) months or less of his/her termination from the University employment or transfer to a position outside the bargaining unit shall receive credit for all past seniority at the time he/she returns.

-113 Seniority rights of an employee shall cease for any of the following reasons:

- A. Voluntary resignation except as provided elsewhere in this Agreement.
- B. Retirement.
- C. Termination for just cause.
- D. Failure to accept recall from layoff, provided the position offered was at the classification and comparable compensation grade level which the employee held at the time of layoff.
- E. Failure to be restored to duty from layoff based on the following:

University Seniority

0 to 2 years
2 to 10 years
10 to 15 years
15 to 20 years
20 years plus

Recall Rights

Length of University Seniority
2 years
3 years
4 years
5 years

ARTICLE 11

FILLING VACANT POSITIONS AND TRANSFERS

-126 The University agrees to the principal of career development of its employees and will, in good faith, encourage career concepts of employment.

-127 Vacancies will be posted for a period of five (5) working days as in the past. A copy of the posting will be sent to the Association president.

-128 Members of the Association applying for posted supervisory vacancies and meeting the requirements of the position:

- A. Shall have their work record and qualifications considered for the vacancy.
- B. Shall be interviewed for the position in order of University seniority to the extent practicable.

Said interview process shall be followed until a selection is made after which further interviews shall not be required.

-129 Food Supervisor positions (S22), specifically Food Supervisor Trainees, shall be considered as entry level positions. Said employees shall be eligible for the position of Food Supervisor (S22) without posting and further examination.

LATERAL TRANSFER POLICY

-130 Full-time non-probationary employees desirous of obtaining a lateral transfer within a College or separately reporting unit, shall put a request in writing to the unit administrator under the following conditions:

- A. Requests may be made at any time during the year and will be considered valid until December 31 of each year.
- B. Employees may submit a personal inventory statement designed to highlight career interests and professional experience.
- C. Requests may be withdrawn in writing for the remainder of the year.
- D. An employee, upon being notified of transfer, may decline for good cause shown and remain on the list for future consideration.
- E. Action taken under this provision shall not be subject to the grievance procedure.

ARTICLE 12

PROBATION AND TRIAL PERIODS

PROBATIONARY EMPLOYEES

-131 The parties recognize that the probationary period is an integral part of the evaluation process for determining the capabilities of a supervisor. Therefore, when an employee enters this bargaining unit, he/she should be considered as a probationary employee for the first twelve (12) months of his/her continuous employment as a supervisor for the purpose of evaluation and learning. In the event an employee's probationary period is terminated after six (6) months in the position, the Association shall have the right to call for a special conference.

-132 Written evaluations shall be prepared by the employee's supervisor, summarizing job performance of all probationary employees, which shall be reviewed with the probationary employee.

-133 The Association president shall be notified of all terminated probationary employees.

-134 The Supervisors' Association 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 no matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedures.

TRIAL PERIOD

-135 If an employee changes classification within the bargaining unit, a six (6) months trial period shall be in effect. In the event the trial period is unsatisfactory, every effort will be made to return the employee to a comparable grade level and classification.

ARTICLE 14

COMPENSATION PROGRAMS

SALARY SCHEDULES

-137 Effective October 1, 1983, employees shall receive a five (5%) percent general increase.

-138 Effective October 1, 1983, the salary scale shall increase five (5%) percent at the minimums and ten (10%) percent at the maximums.

	<u>Minimum</u>	<u>First Quartile</u>	<u>Mid Point</u>	<u>Third Quartile</u>	<u>Maximum</u>
S11	14,809	16,491	18,173	19,855	21,536
S22	15,075	17,117	19,177	21,237	23,297
S33	16,249	18,499	20,751	23,001	25,253
S44	17,612	20,054	22,499	24,940	27,385
S55	19,159	21,830	24,502	27,172	29,844

-139 The mid-point of the salary scale shall also be known as the Automatic Progression Level (APL).

-140 On January 1, 1984, non-probationary employees that have not reached the automatic salary progression level, and have a satisfactory or better rating on their most recent evaluation, will receive a four (4%) percent increase on their base salary or be increased up to the APL for their classification, whichever is lower.

MERIT STATEMENT

-141 An employee may receive an increase for merit or other reasons deemed appropriate by the University.

-142 In the event the Employer determined a merit increase is to be awarded, the following guidelines should be used in the determination:

- A. Individual increases are limited to fifteen (15%) percent of the current salary.
- B. Employees may be granted increases, up to, but not to exceed the current maximums.
- C. An employee must have at least one (1) calendar year of service with the University as of 12-1-83, or as of each appropriate contract year thereafter.
- D. An employee must have rated satisfactory or better by the most recent employee evaluation.
- E. Unit administrators are encouraged to ascertain that supervisors are paid wages in excess of those personnel under their supervision at all times and may use merit increases to accomplish this.

OVERTIME

-143 Overtime is defined as scheduled hours worked, in excess of forty (40) hours in an employee's work week for which the employee will receive overtime payment or compensatory time off at the rate of time and one-half (1-1/2) for scheduled hours worked.

-144 Employees shall have the right to indicate his/her preference for pay or compensatory time for overtime worked. If the employee wishes to receive compensatory time, the request must be approved by the unit administrator.

-145 Compensatory time off shall be mutually arranged between the employee and unit administrator.

-146 For the purpose of computing overtime, all hours paid will be considered time worked. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

-147 Unit administrators, or their authorized representatives, are responsible for the approval of overtime work prior to the performance of overtime work. Approval means time worked as directed by the administrator and does not include casual or unscheduled time spent at work beyond the normal work day or work week.

-148 An employee reporting for emergency duty at the Employer's request for work which he/she had not been notified of in advance and which is outside of and not continuous with his/her 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 (1-1/2).

TEMPORARY ASSIGNMENTS

-149 An employee who is temporarily assigned in writing to a position in a higher grade level for thirty (30) calendar days or more shall be paid an additional five (5%) percent of his/her regular salary prorated as of the effective date of the assignment.

SHIFT DIFFERENTIAL

-150 Employees who work on the second or third shift shall receive an additional Four Hundred Sixteen (\$416.00) Dollars and Six Hundred Twenty-four (\$624.00) Dollars, respectively, added to their annual base salary if they are regularly assigned to that shift.

REPRIMAND, SUSPENSION OR DISCHARGE

A. Notice of Reprimand, Suspension or Discharge

-97 In the event an employee is disciplined by written reprimand or written suspension or discharged by written notification, copies shall be given to the employee and mailed to the Association at the time it is given to the employee and a copy placed in the employee's official personnel folder. Such notice shall be specific and outline the reasons for the disciplinary action.

-98 The affected employee will be allowed to discuss his/her disciplinary action with an Association representative, and the Employer will make available an area where he/she may do so if he/she is required to leave the premises.

-99 In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

B. Appeal of Reprimand, Suspension or Discharge

-100 Should the reprimand, suspension or discharge be considered excessive and without just cause, it shall be appealed as a grievance within five (5) working days after written notification of the discipline is received by the affected employee and Association president. A grievance over a written letter of reprimand shall be submitted at Step 2 of the grievance procedure whereas a grievance over a suspension or discharge shall be submitted at Step 3. Failure to submit a written grievance within the time limits shall constitute a waiver of all claims concerning such disciplinary action or discharge.

CLASSIFICATION CHANGES

-10 When a classification is created, or modified, the grade level for the classification shall be fixed by the University and the Association shall be notified prior to implementation. A Special Conference may be scheduled with the Office of Employee Relations. If there is no resolution, and the Association alleges the placement is unreasonable, they may file a Demand for Arbitration within ten (10) days of the Special Conference.

ARTICLE 3

MANAGEMENT RIGHTS AND SECURITY

MANAGEMENT SECURITY

-23 The parties of this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the efficient operation of the University. The Supervisors' Association, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever.

-24 The Association recognizes that strikes by public employees are prohibited by Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965, and agrees that it will comply with said Act.

-25 The Association and its officials will not cause, support, or condone, nor shall any employee or employees take part in any action against or any interference with the operations of the University during the term of this Agreement.

MANAGEMENT RIGHTS

-26 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.

Flexible Appointments--No Provision

Performance Evaluations--No Provision

Demotion/Promotion--No Provision