

**COLLECTIVE BARGAINING AGREEMENT**

*Between*

**MICHIGAN STATE UNIVERSITY**

*and*

**MICHIGAN STATE UNIVERSITY  
ADMINISTRATIVE-PROFESSIONAL  
ASSOCIATION**

December 2, 2023 – September 30, 2027

**Administrative Professional Association**



## TABLE OF CONTENTS

	PURPOSE AND INTENT	5
ARTICLE 1	RECOGNITION	6
ARTICLE 2	MANAGEMENT'S RIGHTS	8
ARTICLE 3	MANAGEMENT SECURITY	11
ARTICLE 4	AID TO OTHER LABOR UNIONS	12
ARTICLE 5	ASSOCIATION MEMBERSHIP	13
ARTICLE 6	ASSOCIATION RIGHTS	15
ARTICLE 7	EMPLOYMENT STATUS	17
ARTICLE 8	PROBATIONARY/TRIAL PERIOD	22
ARTICLE 9	SENIORITY	24
ARTICLE 10	SETTLEMENT OF DISPUTES	25
ARTICLE 11	OFFICIAL PERSONNEL FOLDERS	30
ARTICLE 12	PERFORMANCE EVALUATIONS	31
ARTICLE 13	PROMOTION/DEMOTION	32
ARTICLE 14	FILLING VACANT POSITIONS	34
ARTICLE 15	CLASSIFICATION/RECLASSIFICATION OF POSITIONS	35
ARTICLE 16	REDUCTION IN FORCE	36
ARTICLE 17	COMPENSATION PROGRAMS	51
ARTICLE 18	SPECIAL PROVISIONS	54
ARTICLE 19	LEAVE OF ABSENCE WITH PAY	56
ARTICLE 20	LEAVES OF ABSENCE WITHOUT PAY	57
ARTICLE 21	VACATION PAY	69
ARTICLE 22	PERSONAL LEAVE DAYS	61
ARTICLE 23	HOLIDAYS	62
ARTICLE 24	SICK LEAVE	63
ARTICLE 25	MILITARY LEAVE OF ABSENCE	66
ARTICLE 26	MATERNITY LEAVE	68
ARTICLE 27	FLEXIBLE APPOINTMENTS	69
ARTICLE 28	LONGEVITY PAY	74
ARTICLE 29	JURY DUTY PAY	76
ARTICLE 30	MILITARY DUTY PAY	77
ARTICLE 31	BEREAVEMENT DAYS	78
ARTICLE 32	OVERVIEW	80
ARTICLE 33	RETIREE/OVER 65 LIFE PROGRAM	81
ARTICLE 34	ACCIDENTAL DEATH AND DISMEMBERMENT PROGRAM	82
ARTICLE 35	DENTAL PLAN	83
ARTICLE 36	EMPLOYEE PAID LIFE PLAN	84
ARTICLE 37	EXTENDED DISABILITY LEAVE	85
ARTICLE 38	BASIC LIFE PLAN	86
ARTICLE 39	LONG TERM DISABILITY PLAN	87
ARTICLE 40	TRAVEL ACCIDENT PROGRAM	88
ARTICLE 41	EDUCATIONAL ASSISTANCE	89

ARTICLE 42	COURSE FEE COURTESY PROGRAM	93
ARTICLE 43	RETIREMENT PLAN	95
ARTICLE 44	HEALTH CARE COVERAGE	97
ARTICLE 45	SAFETY	99
ARTICLE 46	SCOPE OF AGREEMENT	100
ARTICLE 47	AGREEMENT	101
	APPENDIX I	105
	ALPHABETICAL INDEX	125

## **PURPOSE AND INTENT**

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

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

To these ends, the Employer and the Administrative-Professional Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees. The parties are mutually committed to promoting respect, civility, teamwork and empowerment in the workplace.

The Employer and the Association recognize the moral principles involved in the area of civil rights and affirmative action and reaffirm in this Agreement their commitment not to discriminate because of participation in or affiliation with any labor organizations, age, color, gender, gender identity, disability, height, marital status, familial status, national origin, creed, political persuasion, race, religion, sexual orientation, veteran status, or weight, except to the extent that such matters are, under law, allowable, bona fide job qualifications.

## **ARTICLE 1**

### **RECOGNITION**

-1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Michigan State University Administrative-Professional Association as the exclusive collective bargaining representative for those Employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

-2 On August 2, 1985, the Michigan State University Administrative-Professional Association was certified by the Michigan Employment Relations Commission in Case No. R85 H-207 as the representative for all regular full-time and regular part-time Administrative and Professional Employees serving in a non-supervisory capacity and located upon the main campus of Michigan State University, East Lansing and Lansing, Michigan. Excluded are: Executive, Supervisors and Confidential Employees.

As a result of discussions between the parties and prior Letters of Agreement:

1. Employees within the above unit description employed at the Detroit Center shall be recognized as members of the bargaining unit.
2. Employees within the above unit description employed at the Troy Management Center shall be recognized as members of the bargaining unit.
3. Employees within the above unit description employed at the Detroit Medical Center or the College of Osteopathic Medicine at Macomb Community College shall be recognized as members of the bargaining unit.
4. Employees within the above unit description employed at the College of Human Medicine (CHM) in Grand Rapids, Michigan shall be recognized as members of the bargaining unit.
5. Where three (3) or more Employees within the above unit description are working in classifications represented by the APA who are employed by a department headquartered on the main campus of MSU but who are assigned to work in an otherwise recognized MSU facility shall be recognized as members of the bargaining unit. Positions recognized under this section will not be removed from the bargaining unit should the number later decrease to less than (3) Employees.
6. The parties agree that Employees working at non-campus based statewide locations, specifically the College of Agriculture and Natural Resources,

AgBioResearch, MSU Extension, Outreach and Engagement, Mentoring and Research, Kellogg Biological Station/Hidden Lake Gardens, Bioeconomy Institute at the Holland Pfizer Facility, and Van Andel Institute are not included within the APA bargaining unit and that the APA will not seek recognition for said Employees.

THIS SECTION IS EFFECTIVE JANUARY 1, 2024:

#### REMOTE WORK

Positions subject to Remote Work Agreements will remain within the bargaining unit where said positions had been placed or would have been placed within the bargaining unit (per the abovementioned language of this Article) had the Employee and the unit not entered into a Remote Work Agreement. This paragraph is subject to the following:

1. The inclusion of said positions in the bargaining unit complies with all applicable laws of the State of Michigan, the United States, and other relevant U.S. states, nations, and entities.
2. The inclusion of said positions in the bargaining unit does not create any obligations on the University beyond those required by the collective bargaining agreement between the University and the Union and the laws of the United States and the State of Michigan.
3. The parties agree to meet to discuss any case where items 1. and/or 2. are an issue.

Positions subject to Remote Work Agreements will remain outside the bargaining unit where said positions would have been outside the bargaining unit under the applicable article of the parties' collective bargaining agreement (per the abovementioned language of this article) had the employee not entered into a Remote Work Agreement.

## ARTICLE 2

### MANAGEMENT'S RIGHTS

-3 Except as provided in this Agreement, nothing contained in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management. Such regular and customary functions include, but are not limited to, the right to hire, promote, transfer, layoff, and furlough because of lack of funds, lack of work and/or other cause; discipline, suspend, demote, and discharge for just cause; decide the work to be performed and the number and location of Employees and units; determine the methods, schedules and means of conducting activities; and promulgate policies, procedures, rules and regulations for the orderly and efficient operation of the University.

#### RIGHTS OF THE EMPLOYER

- I. Except as specifically abridged, delegated, granted, or modified by terms of this contract, the Employer shall retain all rights to exercise customary and regular functions, duties, and responsibilities of management, including, but not limited to:
  - A. the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, layoff and furlough Employees, and for just cause to discipline, demote, and discharge Employees and otherwise maintain an orderly, effective and efficient operation;
  - B. control of its properties and the maintenance of order and efficiency of the workforce;
  - C. to determine the type, kind, and schedule of services to be rendered and the work to be performed by Employees covered by this Agreement;
  - D. to make all financial decisions, including decisions concerning all accounting, bookkeeping, and other record keeping methods and procedures;
  - E. to determine the number, location, or relocation of facilities, buildings, and rooms;
  - F. to determine its organizational and business structure;
  - G. to purchase services from others;
  - H. to determine the necessity for work by Employees; and
  - I. to determine the amount and type of supervision.



- II. It is further expressly agreed except as abridged by the terms of this Agreement that the Employer retains sole and exclusive control over all matters pertaining to the selection, direction, instruction, and control of Employees, including, by way of illustration but not by way of limitation, the right:
  - A. to hire, select, make assignments for, and promote Employees;
  - B. to determine the number and qualifications of Employees;
  - C. to determine the allocation and assignment of work to Employees;
  - D. to determine job content; and
  - E. to perform all other functions inherent in the administration, management, and control of the University;
- III. Further, the Employer retains supervision of all operations, methods, processes, means and personnel by which work will be performed and the right to determine and change the work to be done and the standards to be met by employees. The Employer may require employees to have a fitness-for-duty examination as directed by the University Physician. The Employer, for cause, may direct an employee to go on leave but not for disciplinary action. It is further understood that management shall not use its right to unfairly and illegally discriminate against an employee, group of employees, or the Union.

-4 The Employer shall have the right to adopt reasonable rules and regulations not inconsistent herewith. If after transmittal to the Association Chairperson of rules and regulations, and the Association has not processed a grievance alleging unreasonableness within 14 calendar days after receipt, the rules and regulations shall no longer be grievable. Thereafter, grievances related to rules and regulations shall be limited to their enforcement and penalties resulting therefrom.

By mutual agreement, parties may utilize the Special Conference mechanism relative to promulgation of rules and regulations. The fourteen (14) day requirement may be waived, by mutual agreement, until after the Special Conference is held.

-5 The Association recognizes that the Employer has the right to make all determinations with respect to bargaining unit work.

In the event the Employer determines that a modification of its operation(s), which results in the movement of work from the bargaining unit, makes it necessary to reduce its personnel complement, the Association Chairperson will be notified of its determination. At the Association's request, the parties will meet to discuss the reasons for the determination, and the

Association may offer suggestions and make recommendations. Thereafter the Employer shall have the right to implement its decision.

### **ARTICLE 3**

#### **MANAGEMENT SECURITY**

-6 The parties of this Agreement mutually recognize that the services performed by Employees covered by this Agreement are services essential to the efficient operation of the University. The Association, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever.

-7 The Association recognizes that strikes by public Employees are prohibited by Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965 as amended, and agrees that it will comply with said Act.

-8 The Association and its officials will not cause, support or condone, nor shall any Employee or Employees take part in any action against or any interference with the operations of the University during the term of this Agreement.

**ARTICLE 4**

**AID TO OTHER LABOR UNIONS**

-9 The Employer will not aid, promote or finance any labor group or organization that purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.

-10 The Employer shall not enter into any other agreement with Employees in this bargaining unit, individually or collectively, that in any way conflict with the provisions hereof.

## ARTICLE 5

### ASSOCIATION MEMBERSHIP

#### I. Dues/Service Fee

-11 Each Employee of the Bargaining Unit may voluntarily elect membership. Those who voluntarily elect membership shall tender to the APA periodic and uniformly required Association dues as set forth in the Bylaws of the Michigan State University Administrative-Professional Association.

#### II. Checkoff

-12 The Association, at the time of hire, rehire, reinstatement or transfer of an Employee into the Bargaining Unit, may apprise the prospective member of these provisions and present to her/him an Application for Membership and an Authorization for Checkoff of Dues, (either electronically or by paper card).

-13 If the Employee desires to join the APA, the Employee shall complete both the Application for Membership and the Authorization card for Checkoff of Dues and return them to the Association office. The Association will email cards to the Payroll Office for Processing.

-14 If the Employee desires to tender dues or fees directly to the Association, the Employee will so indicate on the Authorization for Checkoff of Dues form, which shall be transmitted to the Association on or before the 30th day of employment with dues or fees equivalent to 12 months' dues or fees. Adjustment of dues or fees shall be made at the end of 12 months from these receipts. Excess amounts then will be returned to the Employee within 10 days of demand and insufficient amounts will require payment within 10 days of notice. Each year will again require deposit of such a sum by the procedure indicated above.

-15 During the life of this Agreement, the Employer agrees to deduct membership dues or service fees levied in accordance with the Bylaws of the Association from the pay of each Employee who executes or has executed the authorization for Checkoff of Dues.

-16 The initial deduction for any Employee shall not begin unless the authorization for Checkoff of Dues and the certification of the APA's financial officer the amount of the periodic Association dues or service fees have been delivered via email to the Employer's Payroll Department at least 15 calendar days before the affected payday.

-17 All monies deducted by the Employer shall be remitted to the APA's Financial Officer once each month by the 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's pay.

-18 In cases where a deduction is made that duplicates a payment already made to APA by an Employee, where a deduction has been made after the Association has been notified by the University that the employee is no longer within the bargaining unit, or where a deduction is not in conformity with the Bylaws of the Association, refunds to the Employee shall be made by APA.

-19 The Employer shall not be liable to APA by reason of Paragraph 15 of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the Employee.

-20 The Employer shall not, during the life of this Agreement, deduct dues or service fees from Employees in this Bargaining Unit for any organization other than the Association without APA's written permission.

-21 The APA shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

### III. Service Fees

-22 An Employee in the bargaining unit may voluntarily elect to pay to the Association a Service Fee. The non-member may authorize payroll deduction for such fees in the same manner as provided for Association Dues.

### Disputes Concerning Compliance

-23 The Association shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

### IV. Revocation Cards

-24 The Employer will notify the Association monthly of the names of Employees who leave or transfer out of the Bargaining Unit. The Employer shall continue to provide current bargaining unit information.

An Employee may revoke their authorization for payroll deduction of dues or service fees by submitting notice on the Authorization to Discontinue Dues or Service Fees form to the Employer's Payroll Office and the Union Office via email. Such forms shall be processed within thirty (30) days of receipt. Any changes to the form shall be subject to a Special Conference at least thirty (30) days prior to the date of implementation.

## **ARTICLE 6**

### **ASSOCIATION RIGHTS**

-25 All Employees and members of the bargaining unit and the lawful representative of the Association shall have the right to engage in any lawful concerted action or activities for the purpose of collective bargaining or for the mutual aid and protection of the Association and its members.

-26 The Association shall be permitted to schedule meetings on University property so long as such meetings are not disruptive of the duties of the Employees of the University or the efficient operation of the University.

-27 The Association Chairperson shall have the right to enforce the provisions of this Agreement.

-28 There shall be no discrimination against any Employee because of their duties as an Association official, representative or committee member.

#### Information Requests

-29 The Employer shall make available to the Union upon reasonable request in writing, and within reasonable time, available public statistical, financial, and personnel information and reports related to the operation of the University when such information is necessary in the representation of Employees or implementation of this Agreement, provided that nothing included herein is intended to require the Employer to present information in forms other than those determined by the Employer or required by law. When the Employer deems necessary, a reasonable charge may be assessed to the Union for such materials.

#### Release Time

-30 For the purpose of release time, the number of APA Executive Board members may not exceed fifteen (15). The total aggregate number of working hours of release time for these Employees shall not exceed forty-five (45) hours per month excluding time afforded Grievance Officers and the Association Chairperson. Additional release time for Union Officers may be approved by the Office of Employee Relations. The Office of Employee Relations must receive notice of individuals and release time to be used at least five (5) working days in advance when possible.

-31 A. The Association Chairperson, Vice-Chairperson and one (1) Designee shall each be authorized 100 percent release time to carry out the responsibilities of their office. Applicable salary and progression increases shall be provided during their term of office.

This provision provides 100% release time for the Association Chairperson, Vice-Chairperson and release time equivalent to one additional full time position (100% FTE) to be shared between the Designee(s). The distribution of the release time for the Designees shall be in increments no less than 25% FTE and shall be declared once per contract year by notice to the Office of Employee Relations.

B. Designee(s) may be any of the following positions: Executive Board Member, Association Representative, or Committee Chair.

C. When the Association Chairperson, Vice-Chairperson and/or Designee(s) relinquishes his/her office, he/she shall have full rights under Article 16.

-32 An Association representative shall be allowed time off their job without loss of pay up to eight (8) hours per week to investigate grievance(s) he/she is to discuss or has discussed with the Employer, after receiving permission from his/her supervisor to do so. Association Area Representatives will be allowed time off their jobs without loss of pay for Association training with the express approval of Employee Relations. The Association shall notify the Employer of the names of its Association representatives.

-33 The Employer agrees that accredited representatives of the Association shall have reasonable access to the premises of the Employer during regular business hours to conduct Association business. Such representatives shall give advance notice of their presence to the supervisor concerned and such visits shall not be disruptive of the Employer's operation.

#### Bargaining Team

-34 The bargaining team of the Association will include not more than seven (7) bargaining unit members and two (2) alternate members employed by the University. It may also include not more than two (2) non-employed representatives of the Association. The Association will give to the Employer, in writing, the names of its Employee representatives on the bargaining team at least sixty (60) days before the expiration date of this Agreement.

-35 Employee members of the bargaining team will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours that the team member otherwise would have worked.



## ARTICLE 7

### EMPLOYMENT STATUS

-36 Employees have an employment status designated as regular, flexible, temporary, on-call or off-date appointments. The number of hours regularly scheduled to be worked each week may range from full-time to part-time.

A. Status of Employment

-37 Regular: Employee works a continuing schedule of predetermined hours each week.

-38 Flexible:

Type 1: full-time active employment for 9, 10 or 11 months per year with a prescheduled unpaid leave of absence with benefits ("flex-leave") during the remaining months.

Type 2: 75-89% scheduled time active employment over the entire calendar year with part-time equivalent salary.

-39 Temporary: Hired to work less than nine (9) months.

-40 Off-Date:

1. At the time of appointment to this position, an estimated ending or off-date is given in writing. This ending date is the latest date the Employee is intended to work. It may be extended by written mutual agreement. The Employee shall be provided a sixty (60) day separate notice of non-renewal of an Off-date appointment and a copy shall be sent to the Association.
2. Off-date Employees hired for nine (9) months or more are designated "regular."
3. Off-date Employees are eligible for University layoff procedures after five (5) consecutive years of employment in the same off-date position. For the purpose of this clause, "same" means continuously employed in the same department in any position where the employee was not required to apply for a posting, interview, and accept a new hire offer.
4. An Off-Date Employee with at least two (2) years of University service whose appointment is not continued shall be permitted to apply as if an on-campus candidate for vacant positions under the provisions of Article 14, Filling Vacant

Positions, for a period of two (2) years following the end of the Off-Date appointment.

5. For twelve (12) months following termination, an Off-date Employee with at least two (2) years of University service shall be considered by interview or review of credentials for any position for which they apply and meet minimum qualifications.

B. Hours of Employment

- 41 Full-time: Scheduled to work regularly 36-40 hours per week.
- 42 Three-quarter time: Scheduled to regularly work at least 26 hours but less than 36 hours per week.
- 43 One-half time: Scheduled to regularly work at least 20 hours but less than 26 hours per week.
- 44 Full-time Employees who are involuntarily reduced to eighty-nine percent (89%) time or less shall have bypass interview rights to vacant positions when the employee possesses the minimum requirements for the position and has the ability to successfully fill the vacant position.

C. Proportional Benefits

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

At least 26 hours but less than 36 hours	75%
At least 20 hours but less than 26 hours	50%

D. Full-time Equivalent (FTE) Service Months

- 46 1. Full-time equivalent (FTE) service month 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 that require a service waiting period.
- 2. FTE service months will be credited each month as follows:
  - a) 1.00 credit per month for full-time (90-100 percent) Employees
  - b) .75 credit per month for 3/4 time (65-89.9 percent) Employees
  - c) .50 credit per month for 1/2 time (50-64.9 percent) Employees

3. 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.
4. Employees on paid and unpaid leaves of absence or layoff will continue to accrue FTE service months for up to two (2) years of the leave based on their percent of employment immediately before the leave/layoff.
5. An official retiree requires a minimum of fifteen (15) or more years of service and at least age sixty-two (62) or twenty-five (25) years of service at any age. Employees meeting the minimum official retirement requirements and whose most recent hire date is prior to July 1, 2010, including those eligible under Article 9, Paragraph 55, will receive a University contribution toward health, prescription, and dental coverage. The level of University contribution will be determined by the Employee's full-time equivalent (FTE) service months at retirement.
  - a) If an Employee, whose most recent hire date is prior to July 1, 2010, including those eligible under Article 9, Paragraph 55 retires with fifteen (15) or more years of service and is at least age sixty-two (62), the following FTE Service Months ranges will determine their health, prescription drug coverage and dental contribution level during retirement.

FTE SERVICE MONTHS

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

- b) If an Employee, whose most recent hire date is prior to July 1, 2010, including those eligible under Article 9, Paragraph 55 retires with twenty-five (25) or more years of service at any age, the following FTE Service Months ranges will determine their health, prescription drug coverage and dental contribution level during retirement.

FTE SERVICE MONTHS

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

6. University contribution criteria toward retiree health and dental:

University retiree contribution levels are based on the number of full time equivalent (FTE) service months at retirement.

Employees whose most recent hire date is prior to 7/1/02 including those eligible under Article 9, Paragraph 55	University contribution toward the premium will apply to the MSU Base health, prescription, and dental coverage for the retiree, spouse, and eligible dependents.
Employees whose most recent hire date is on or after 7/1/02 and prior to 7/1/10 including those eligible under Article 9, Paragraph 55	University contribution toward the premium will apply to the MSU Base health, prescription, and dental coverage for the retiree only. The retiree may elect to continue coverage for spouse and eligible dependents by paying the applicable premium.
Employees whose most recent hire date is on or after 7/1/10	The retiree may elect to continue coverage for the retiree, spouse, and eligible dependents by paying the applicable premium.

7. Other Eligible Individual (OEI):

Continuation of health, prescription, and dental coverage in retirement, with MSU contribution, for an Other Eligible Individual and eligible dependents may occur if the Other Eligible Individual was officially registered on or before January 1, 2009, and the MSU Employee was retired or had met the minimum retirement eligibility criteria on or before January 1, 2009.

If either of the above conditions were not met as of January 1, 2009, the Other Eligible Individual is not eligible to receive the MSU contribution; however, the Other Eligible Individual is eligible to enroll and purchase a health/dental plan consistent with the plan the retiree is enrolled in.

8. Retirees are required to enroll in both parts A and B of Medicare, and pay the required premium when eligible. University coverage will become supplemental to Medicare.

## ARTICLE 8

### PROBATIONARY/TRIAL PERIOD

#### I. Probationary Period

-47 Employees shall serve a twelve (12) month probationary period beginning at the time of hire as a new Employee with the University, upon rehire into the Bargaining Unit from other non-university employment, or initial entry into the bargaining unit from other University employment or upon initial entry into the bargaining unit from other university employment. The Unit Employer-Supervisor shall have the right to certify successful conclusion of the probationary period before the end of the twelve (12) months. The APA chairperson shall be notified upon early certification, except as provided in Paragraph 108.

An Employee whose position is reclassified will not be required to serve either a probationary period or a trial period and no notification to the union shall be required in such a case. Reclassification or transfer to another bargaining unit position during the twelve (12) month probationary period will not terminate the probationary period. The Employee will complete the remainder of the probationary period in the new position. If the probationary period is completed within six months in the new position, the trial period will now apply for the remainder of the six months.

-48 An interim written evaluation shall be prepared by the probationary Employee's supervisor, summarizing overall job performance, which shall be reviewed with the Employee. For purposes of this paragraph, interim shall be defined as approximately one-half (1/2) of the probationary period. If a probationary Employee's performance is unsatisfactory, such fact shall be communicated to the Employee as soon as is practicable in order to give the Employee the opportunity, if possible, to improve her/his performance.

-49 The Association shall represent probationary Employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment; however, no matter concerning the discipline, layoff or termination of a probationary Employee shall be subject to the grievance or arbitration procedures. Notice of termination of a probationary Employee shall be sent to the Association at the time of the termination.

#### II. Trial Period

-50 An Employee who changes position within the Bargaining Unit or who re-enters the bargaining unit from other University Employment shall serve up to a six (6) month trial period. The trial period may be extended by the Employer for up to an additional six (6) months upon providing the Employee written notice, which shall specify the reason for the extension, no less than five (5) calendar days before the completion of the original six (6) month trial period. The

determination to extend the trial period shall not be grievable. The APA chairperson shall be notified upon early certification or extension.

-51 In the event the trial period is unsatisfactory or the Employee does not wish to continue in the position, they shall be placed in their former position if it is available. An Employee's former position shall be considered available if no candidate has been selected and the department still intends to fill the former position.

In the event the Employee's former position is not available, the Employee will be placed on layoff with full recall rights.

### III. Termination of Probationary/Trial Period

-52 Following the giving of notice that a probationary or trial period is to be terminated early, any additional time worked or paid before actual severance may not be counted toward completion of the probationary or trial period.

**ARTICLE 9**

**SENIORITY**

-53 Seniority is defined as the length of continuous employment, except as provided in Paragraph 54 below, starting with the original date of hire with the University. Except as otherwise provided in this Agreement, periods of authorized leaves of absence do not cause loss of seniority.

-54 Seniority rights are relinquished by the Employee for the following reasons:

- a. Voluntary resignation
- b. Retirement
- c. Termination
- d. Failure to accept recall from layoff, provided the position offered was at a comparable compensation grade level to provide the Employee 80% or more of their salary earned at the time of layoff.
- e. Failure to return from leave of absence.
- f. Failure to be recalled from layoff based on the following:

University Seniority

Recall Rights

0 to 2 years  
More than 2 years

Length of University Seniority  
2 years

-55 Employees returning to employment with the University within twelve (12) months of termination from University employment shall receive credit for all past seniority upon successful completion of a six (6) month trial period. Such prior service credit shall be applied toward retirement.

Employees returning to University employment on or after July 1, 2010 but prior to October 1, 2015, will receive credit for past service after working five (5) additional years. These Employees shall be eligible for prior service credit or the additional retirement contribution, through a one-time irrevocable choice.

-56 Employees will receive service month credit for part-time service to qualify for retirement benefits.



## **ARTICLE 10**

### **SETTLEMENT OF DISPUTES**

#### **I. General Conditions**

-57 At any hearing, conference or meeting that may result in disciplinary action to an Employee in the bargaining unit, the Employee may and is encouraged to request the presence of an Association representative. The employing department must, if requested by the Employee, allow sufficient time for the Employee to arrange to have Association representation.

-58 The parties agree that any individual Employee at any time may present grievances to the Employer and have the grievances adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Collective Bargaining Agreement now in effect, providing that the Association has been given the opportunity to be present at such adjustment.

-59 Grievances may be handled by no more than three (3) Association representatives in the processing or hearing of any grievance excluding the aggrieved Employee(s). Representatives of the Association engaged in processing or hearing any grievance during regular scheduled working hours shall be paid for such time lost at the regular rate of pay, but in no event will more than three (3) representatives of the Association be paid for participation in any one session.

-60 The Association Grievance Officer may represent the Employee at all steps of the grievance procedure. For the purposes of this Agreement, the term "Grievance Officer" or representative shall include not more than four (4) Assistant Grievance Officers to be designated by the Association and identified to the Employer. If the Association determines the need exists for additional Assistant Grievance Officers, the parties shall meet through a special conference to work to resolve the concerns raised by the Association.

-61 The Association Grievance Officer shall be allowed time off without loss of pay, to investigate grievance(s) to be discussed or that have been discussed with the Employer upon having received permission from their supervisor to do so. The Association shall notify the Employer as to the names of its Grievance Officers.

-62 An alternate Grievance Officer shall be designated by the Association to act when the Grievance Officer is unavailable.

-63 The Grievance Officer shall continue on their assigned duty during the term of office.

### Time Limits

-64 When reference to calendar days is made in this Article, holidays shall not be considered in these time periods. Time limits set forth in this grievance procedure shall be strictly adhered to unless such time shall be extended by mutual agreement of the parties.

-65 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.

-66 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 twenty-one (21) calendar days of the date of the expiration of the applicable time limit.

-67 If a grievance is not appealed within ten (10) calendar days after receipt of the previous step answer, the grievance shall be considered withdrawn on the basis of the Employer's last answer and not be subject to further review.

### Computation of Back Wages

-68 No claim for back wages shall exceed the amount the Employee would otherwise have earned including offsets for unemployment compensation, Workers' Compensation and any replacement wages earned.

## II. Reprimand, Suspension, Demotion or Discharge

-69 Normally, disciplinary action begins with a verbal warning for the first offense and culminates with discharge only after repeated attempts to correct (the) Employee's behavior have failed. Serious infractions may warrant immediate imposition of a written reprimand, suspension, demotion or discharge, as appropriate.

-70 Any suspension or discharge of an Employee shall be in writing. 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.

-71 The affected Employee will be allowed to discuss their disciplinary action with an Association representative, and the Employer will make available an area where they may do so if they are required to leave the premises.

-72 In imposing any discipline on a current charge, the Employer will not take into account any prior infractions where the resulting discipline was issued more than eighteen (18) months previously if no further disciplinary action has been taken during that time. The time frame in the

previous sentence shall be six (6) years in cases of discipline arising from violations of the University Policy on Relationship Violence and Sexual Misconduct and Title IX Policy and/or the Anti-Discrimination Policy.

-73 Should the reprimand, suspension, demotion or discharge be considered without just cause, it shall be appealed as a grievance within twenty-one (21) calendar days after written notification of the discipline is received by the affected Employee. A grievance over a written letter of reprimand shall be submitted at Step 2 of the grievance procedure whereas a grievance over a suspension, demotion 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.

### III. Grievance Definition and Procedure

-74 The following grievance procedure is established for use by Administrative Professional Employees and the Association who feel they have a grievance or complaint alleging a violation, misinterpretation, or a misapplication of this Agreement.

-75 A grievance shall be defined as a written dispute concerning the interpretation, application or alleged violation of any of the terms of this Agreement.

-76 Any Employee having a dispute over the interpretation or application of the terms of this Agreement shall present it to the Employer in a manner following.

-77 A group grievance shall be only one in which the fact(s) in question and the provisions of the Agreement alleged to be violated are the same as they relate to all Employees in the identified group. In the event that Employees have a group grievance, the Grievance Officer shall submit the grievance on behalf of all affected Employees. When the affected group is contained within one department, college or division, the grievance shall be initiated at Step 2 of the grievance procedure. Any other group grievance shall begin at Step 3.

-78 At each step of the grievance procedure, the Employee may request the presence of the Association Grievance Officer.

#### Oral Step

-79 If an Employee believes they have a problem in connection with their employment, they are encouraged to discuss it with their immediate supervisor within fourteen (14) calendar days after its alleged occurrence or the date the Employee reasonably should have knowledge of its occurrence.

### Step 1

-80 If the problem is not resolved, the grievance must be reduced to writing and presented to the immediate supervisor within fourteen (14) calendar days after its alleged occurrence or the immediate supervisor's response, in order to be a proper matter for the grievance procedure. The grievance shall be dated and signed by the aggrieved Employee and the Grievance Officer, and shall set forth the fact including the dates and provisions of this Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the immediate supervisor receives the written grievance. The immediate supervisor will schedule a meeting with the grievant and the Grievance Officer, if requested by the Employee, within seven (7) calendar days from the day the written grievance was received. The immediate supervisor will then answer the grievance in writing within seven (7) calendar days from the meeting at which the grievance was discussed.

### Step 2

-81 Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the administrative head or designee within seven (7) calendar days of receipt of the written decision of the immediate supervisor. The appeal shall state the reason(s) why the decision of the immediate supervisor was not satisfactory. The grievance shall not be considered appealed until the administrative head or designee receives it, dates it and returns a copy to the presenter, which shall be done upon presentment. The administrative head or designee shall schedule a meeting within seven (7) calendar days with the grievant, the Grievance Officer, if requested, and representatives designated by the Employer to discuss the grievance. The administrative head or designee shall then give a decision in writing to the presenter within seven (7) calendar days of the meeting.

### Step 3

-82 If the answer from the administrative head or designee is not satisfactory, the Association shall submit an appeal within seven (7) calendar days of the receipt of the Step 2 answer to the Director of Employee Relations or designee, indicating the reasons why the written answer of the administrative head or designee was unsatisfactory. The Office of Employee Relations will schedule a meeting between no more than three (3) representatives of the Association, excluding the grievant, and three (3) representatives of the Employer within seven (7) calendar days from the date the appeal is received to discuss the grievance. The Office of Employee Relations will then answer the grievance in writing within ten (10) calendar days from the date of the meeting at which the grievance was discussed.

### Step 4

-83 If the Office of Employee Relations' answer is unacceptable, settlement may be determined by a decision of an arbitrator selected by the parties. The Association will notify the Office of Employee Relations within twenty-one (21) calendar days after the receipt of the Step

28

3 answer if the Association wishes to appeal the grievance to arbitration, indicating why the Office of Employee Relations' answer is not satisfactory. In the event the Association and the Office of Employee Relations do not agree on an arbitrator within seven (7) calendar days, the Association shall file the demand for arbitration with the American Arbitration Association (AAA) within seven (7) calendar days of failing to mutually agree on an arbitrator. The fees and approved expenses of an arbitrator will be paid for by the parties equally. The rules of the AAA shall apply to all arbitration hearings.

-84 The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement, nor shall they substitute their discretion for that of the Employer or the Association where such discretion has been retained by the Employer or the Association, nor shall they exercise any responsibility or function of the Employer or the Association.

-85 The arbitrator shall have no authority to establish wage and salary scales, to change any wage or salary rate, or to change classification descriptions except as otherwise provided in this Agreement.

-86 Excluded from arbitration are disputes and unresolved grievances concerning merit increase decisions and those matters provided for in provisions on Probationary Employees, Filling Vacant Positions and Classification/Reclassification of Positions.

#### Finality of Decisions

-87 The arbitrator's decision shall be final and binding upon the Association and its members, the Employee or Employees involved, and the Employer. 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.

#### IV. Special Conferences

-88 The Employer and the Association agree to meet and confer on matters of clarification of the terms of this Agreement or other items as mutually agreed. Each party shall be represented by not more than four (4) persons at special conferences.

-89 Employees released to attend the special conference may meet, if on the Employer's property, at a place designated by the Employer for a period not to exceed one-half (1/2) hour immediately preceding the conference.

-90 Employees released to attend special conferences will be paid by the Employer for time spent in special conferences, but only for the straight time hours they would otherwise have worked on their regular work schedule.

## ARTICLE 11

### OFFICIAL PERSONNEL DOCUMENT REVIEW

-91 Employees have a right upon request to see the hard copy and digital content of their records that a “hiring manager” would be allowed to see if they requested to review the Employee’s personnel file. To request such a review, the Employee should contact MSU Human Resources with a written or emailed request for a “hiring manager review” of contents from their Personnel Record. This section is intended to allow Employees to ascertain what information from their Personnel Records is accessible to hiring managers during pre-offer file reviews.

-92 The Employee shall make an appointment with MSU Human Resources to conduct a Hiring Manager Review as defined above. Managerial personnel shall be present during said review and the Employee may be accompanied by a representative of the Association if the Employee so desires. The Employee may designate in writing her/his desire to have a representative of the Association conduct the hiring manager review in her/his absence in a disciplinary matter, and the designated representative shall be allowed to conduct said review.

-93 No derogatory statement about an Employee of which the Employee would not normally have a copy or be aware, shall be filed in the records that a hiring manager would be allowed to review unless the Employee is provided a dated copy. The Employee has the right to submit a statement(s) concerning negative evaluative reports for inclusion in the Official Personnel Record. Brief statements may be submitted for inclusion in the Employee's Official Personnel Record.

-94 Upon an Employee's written request to MSU Human Resources any records of disciplinary action that occurred more than eighteen (18) months prior to the request shall be removed from the Official Personnel Folder(s) if the Employee's performance has been satisfactory within the past eighteen (18) months. The time frame in the previous sentence shall be six (6) years in cases of discipline arising from violations of the University Policy on Relationship Violence and Sexual Misconduct and Title IX Policy and/or the Anti-Discrimination Policy. This section may not be used to remove performance evaluations from the Official Personnel Record.

-95 Counseling memorandums shall be maintained at the department level.

## **ARTICLE 12**

### **PERFORMANCE EVALUATIONS**

-96 To effectively review, monitor and recognize an Employee's performance, it is the policy of the University to provide Performance Evaluations annually or more often if deemed appropriate by the supervisor. Performance Evaluations shall become part of the Employee's Official Personnel Record. The Employee may place written comments regarding the performance evaluation in the Official Personnel Record. Whenever an Employee receives an overall "Does not Meet" evaluation and is placed on a written performance improvement plan, the Employee shall be reevaluated within ninety (90) days. Before the reevaluation, the Employee may request and shall receive a conference with the evaluator in which such Employee may have APA representation.

## ARTICLE 13

### PROMOTION/DEMOTION

#### I. Promotion

-97 A "promotion" is defined as the movement of an Employee to a higher grade level. An Employee promoted one grade level shall receive a minimum salary increase of five (5) percent or be placed at the minimum rate for the new level, whichever is greater. An Employee promoted two or more grade levels shall receive a minimum salary increase of ten (10) percent or placed at the minimum rate for the new grade level, whichever is greater. The Employer is not prohibited from giving APA Employees salary increases that exceed these minimums.

#### II. Demotion

-98 A "demotion" is defined as the movement of an Employee to a lower grade level other than by reclassification or voluntary transfer. The pay rate of an Employee who is demoted will be reduced by five (5) percent if the grade level is lowered one grade level and ten (10) percent or more if the grade is lowered two or more grade levels. The Employer may make exceptions to this provision when deemed appropriate.

#### III. Interim Assignments

-99 The University shall pay a minimum additional payment of \$500 in any monthly pay period where the employee has performed in an interim assignment for fifteen (15) or more working days. The payment may be a temporary additional to base salary or a lump-sum special payment at the unit's discretion. A lump-sum special payment will not be subject to salary-based benefits, such as the Employer or Employee contributions under the MSU 403(b) base retirement plan, life insurance, etc.

In order to qualify for the additional pay, the Employee must be assigned to the interim position by a supervisor or managerial University official. The interim assignment must be to cover a vacancy or leave. The assignment will be in writing and must include the following components:

1. Effective dates. Assignments may be extended on mutual agreement, ended at the Employer's discretion or ended by the Employee with fourteen (14) working days' notice.
2. Summary of duties.
3. Compensation (either the minimum payment or higher salary amount).
4. Employee continues to accrue seniority and benefits under the collective bargaining agreement and continues to be covered under the agreement.
5. The Association continues to represent the employee during the interim assignment.



6. Assignment is at-will and voluntary.
7. Employee will return to their prior position at the end of the interim assignment.

An assignment in an interim role does not constitute a reclassification and does not waive any probationary or trial period. An assignment to an interim role outside of the bargaining unit does not give rise to a claim that such work should be included in this bargaining unit. An interim assignment does not otherwise limit the University's or the Association's right under this agreement.

## **ARTICLE 14**

### **FILLING VACANT POSITIONS**

-100 The recruitment of applicants and the filling of vacant positions is the responsibility of the Employer. All candidates who possess the posted qualifications shall be considered to advance the concept of promotion from within the ranks of the University. MSU Human Resources will provide the employing department with a list of candidates. In any instance when bargaining unit candidates possess the posted qualifications, at least five (5) of said candidates, if available, shall be interviewed along with up to two (2) bypass candidate(s) under Paragraph 117. Vacancies shall be posted except where mutually agreed upon in writing with the Association and University.

-101 The responsibility for determining which candidates shall be interviewed will reside with the employing department, except for any bypass candidate(s) referred for bypass interview. This determination will be based upon information obtained from the candidates' credentials. The department should take longevity of service into account when determining who will be interviewed, but ability to do the work shall be the prime factor for setting the interview list.

-102 If any outside candidate is hired over an interviewed Employee or an interviewed Employee on layoff status, the Association shall be provided with a copy of the Position Vacancy Record, which will contain the reasons for selection and nonselection. This shall be done in a timely manner. If the procedures outlined above have been followed, the determination will not be grievable; however, the Association may request a Special Conference to discuss the issue.

-103 Employees will be given reasonable time off from their jobs for the purpose of interviewing for another University position. Arrangements must be made in advance with their supervisor.

-104 The University may utilize "pool postings" and "open rank" postings. A "pool posting" is a posting that will have multiple openings behind a single main posted advertisement for a vacancy. An "open rank" posting is a posting containing multiple classification levels behind a single main posted vacancy and candidates selected for hire are placed into the most appropriate classification and grade level based on their education, years of experience, and other relevant factors(s) considered when making the hire, as determined by the Employer.

## **ARTICLE 15**

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

-105 The Employer establishes and maintains a system for the evaluation and classification of all bargaining unit positions. The authority to classify new positions, reclassify existing positions and eliminate positions is vested in the MSU Human Resources.

-106 When a classification is established or modified, the grade level for the classification shall be determined by the Employer and the Association shall be notified before implementation. The compensation level shall be in conformity with rates established for positions of similar responsibility. If there is a disagreement over the compensation assigned the position, a special conference may be scheduled with the Office of Employee Relations. Classification grade level shall not be subject to grievance. If the disagreement is not resolved, the Association may file a demand for arbitration within fourteen (14) calendar days of the special conference. The Arbitrator shall be limited to determining the appropriateness of the compensation level assigned the position but shall be without power to assign a compensation level for the classification.

-107 The unit administrator will normally initiate requests for position reclassification. However, requests may be initiated by the Association. Such requests shall be directed to the Director of Employee Relations, whose decision on the request shall not be subject to review or grievance. If a request made under this paragraph is not approved, written reasons will be provided the Association.

-108 The salary of an Employee whose position is reclassified to a higher grade level shall be no less than the minimum salary of the higher grade level.

-109 An Employee whose position is reclassified will not be required to serve either a probationary period or a trial period. However, when the employee is still in their initial probationary period at the time of reclassification, they will serve the remainder of the probationary period.

## ARTICLE 16

### REDUCTION IN FORCE

-110 A. The University endeavors to provide continuing employment for Employees. However, reductions in work force may be necessary due to lack of funds, lack of work, and/or other cause. A reduction in force shall not be used for constructive discharge. Whenever practicable, the reductions should be made by restricting recruitment, transfers to vacant lateral or lower level positions where the Employee is capable of performing the work and/or normal attrition, but if deemed necessary by the University, layoffs will be utilized.

In the event of the need for reduction in hours in a unit from full-time to part-time (below (90% FTE), where there is not voluntary agreement of the Employee in the position being reduced, the unit shall honor the language in Paragraph 113 in determining the affected Employee (s). An Employee who does not accept the reduction in hours from full-time to part-time shall be laid off and eligible for recall.

B. While the Employee is on layoff, the Employer will make its normal contribution toward the cost of the health care coverage premium for the month of separation due to layoff. An employee may exhaust accrued vacation at the time of layoff but doing so will not extend the Employer's health care contributions.

#### General Provisions:

-111 For purposes of layoff only, layoffs shall be within units identified below (see paragraph 119).

-112 Employees to be laid off shall be given at least 60 calendar days written notice, not to be offset by accrued vacation. The written notice shall contain information directing Employees where to get assistance with questions concerning possible continuation of their health care and other benefits impacted by the layoff. A copy of the layoff notice will be sent to the Association Chairperson.

-113 Within a unit, by classification, probationary Employees will be separated before non-probationary Employees are laid off, where the non-probationary Employees are able to perform the remaining work within a 90 day period.

A. Where ability to perform the work remaining is equal, the Employer will follow these priorities for reduction in force:

1. Temporary before permanent.

2. Employees with unsatisfactory records before Employees with satisfactory records. In the case of evaluations, an Employee shall not be considered unsatisfactory until the Employee's performance is determined to be unsatisfactory in two consecutive evaluations.
3. Employees with short service before Employees with long service.

-114 Recall from Layoff. Recall is the reinstatement of a laid-off Employee to active status within the period as defined in the provision on seniority as provided in Paragraph 117 below. In the event of recall, the Employee will retain the original service date and will receive FTE service credit for up to two (2) years for the period of layoff as specified in Article 7, Paragraph 46, #4. Accrued sick leave will be reinstated when the Employee returns to work. Copies of notices of recall shall be sent to the Association Chairperson.

-115 Employees shall not be required to accept a bypass interview opportunity to a vacant position in a represented work location other than the current work location. Should a bypass interview opportunity at another represented work location be offered and rejected by the Employee, no further bypass interview opportunity shall be offered for that represented work location during the remaining recall period.

-116 To be eligible for recall from layoff, the Employee must satisfy the following requirements:

1. Must be a regular Employee.
2. Must have been scheduled to work half-time or more.
3. Must have completed the probationary period.

-117 In the event that during a period of layoff there is a vacant position, the two (2) Employee(s) with the greatest length of service who meet the minimum requirements and are capable of performing the duties of the position within a ninety (90) day period shall, with no obligation to hire the bypass candidates(s), be added to the list of candidates to be interviewed as provided in Paragraph 100.

An Employee who meets the minimum requirements for a vacant position and who is not added to the list of candidates to be interviewed shall receive written reasons documenting the Employer's decision with a copy to the Chairperson of the Association. Upon request, the Employee shall have an opportunity to meet with a representative of MSU Human Resources to review and discuss the reasons. Employees will not be added to the interview lists under this provision in any case where the posting has closed and a list of candidates has been sent to the employing unit.

-118 An Employee on layoff status will lose all recall rights and be terminated upon the occurrence of any of the following:

1. Unreasonable refusal to be available for an interview.
2. Refusal to accept a position offered in the current work location as defined in Paragraph 115 above if the salary offered is equivalent to eighty (80) percent or more of the Employee's salary before layoff.
3. Expiration of the recall eligibility period referred to in the provision on seniority.

-119 Units

It is understood by the Parties that the organizational business structure below is ever-changing and reflects a snapshot, accurate at the time of contract signatures. The Employer will update the union annually with the most recent snapshot. Related actions will be administered based on the unit structure at the time of the intended action.

**OFFICE OF THE PRESIDENT**

Office of the President  
 Department of Police and Public Safety  
 Employee Assistance Program  
 Health Promotion Program  
 Intercollegiate Athletics  
 Occupational Health  
 Office of Audit, Risk and Compliance  
 Travel Clinic  
 University Physician

**INVESTMENT OFFICE**

**OFFICE OF CIVIL RIGHT AND TITLE IX**

Civil Rights and Title IX Education and Compensation  
 Office of Institutional Equity  
 Title IX Prevention Outreach and Education

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

Vice President for Research and Graduate Studies  
 Senior Associate Vice President for Research  
 Animal Care Program  
 Bio/Computational Evolution in Action Consortium  
 Center for Statistical Training and Consulting  
 Environmental Health Safety  
 Great Lakes Bioenergy Research Center  
 Institute for Cyber Enabled Research  
 MSU Bioeconomy Institute  
 MSU Innovation Center  
 MSU Press  
 MSU Technologies

Office of Regulatory Affairs  
Office of Sponsored Programs  
Research Integrity Office  
Research Support and Development Services  
Research Technology Support Facility

**VICE PRESIDENT FOR STUDENT AFFAIRS AND SERVICES**

Vice President for Student Affairs and Services Office  
Career Services and Placement  
Counseling Center  
LGBT Resource Center  
Office of Cultural and Academic Transition  
Recreational Sports and Fitness Services  
Service Learning and Civic Engagement  
Student Life  
ASMSU  
Council of Graduate Students  
WDBM Student Radio Station  
MSU Neighborhood Engagement Centers  
MSU Safe Place  
Graduate Health and Wellness  
MSU Testing Office

**COLLEGE OF AGRICULTURE AND NATURAL RESOURCES**

Agricultural Food and Resource Economics  
Agricultural Technology Institute  
Animal Science Department  
Bailey Scholars  
Biosystems And Agricultural Engineering  
Administration Dean  
Department of Community Sustainability  
Entomology Agriculture and Natural Resources  
Fisheries and Wildlife  
Food Laws and Regulations Institute  
Food Science and Hum Nutrition  
Forestry  
Horticulture  
Land Management  
Native American Institute  
Packaging  
Plant Biology  
Plant Soil and Microbial Sciences  
University Farms  
Water Research Institute

**COLLEGE OF ARTS AND LETTERS**

Interdepartmental Programs  
African American and African Studies

American Studies  
Art History and Design  
Arts and Letters Dean  
Center for Language Teaching Advancement  
Center for Integrative Studies Arts and Humanities  
English  
English Language Center  
Jewish Studies Program  
Linguistics  
Philosophy  
Program in Women, Gender, Social Justice  
Religious Studies  
Romance and Classical Studies  
Theatre  
Writing Center  
Writing Rhetoric and American Culture

#### **RESIDENTIAL COLLEGE ARTS & HUMANITIES**

#### **ELI BROAD COLLEGE OF BUSINESS**

Accounting and Information Systems  
Department of Marketing  
Department of Supply Chain Management  
Eli Broad College of Business Dean  
Executive Development Programs  
Finance  
International Business Center  
Management  
MBA Program  
Russell Palmer Career Management Center  
The School of Hospitality Business

#### **COLLEGE OF COMMUNICATION ARTS AND SCIENCES**

Advertising and Public Relations  
Broadcasting Services  
Communication  
Communication Arts and Sciences Dean  
Communicative Sciences Disorders  
Journalism  
Media and Information

#### **COLLEGE OF EDUCATION**

Center for Study of Curriculum Policy  
Counseling, Educ. Psych & Spec. Educ.  
Education Dean  
Education Policy Center  
Educational Administration  
Kinesiology - Ed



Science & Mathematics Education  
Teacher Education  
Youth Sports

**COLLEGE OF ENGINEERING**

Biomedical Engineering  
Chemical Engineering and Materials Science  
Civil and Environmental Engineering  
Composite Material Materials Processing  
Composite Materials and Structures Center  
Computational Math Science and Engineering  
Computer Science and Engineering  
Crop Bioprocessing  
Engineering Computing Services  
Electrical and Computer Engineering  
Electronic and Surface Prop of Material  
Engineering Dean  
Engineering Research Division  
Institute for Quantitative Health  
Mechanical Engineering

**COLLEGE OF HUMAN MEDICINE**

Biochemistry & Molecular Biology CHM  
Cancer Center  
CHM Flint  
CHM West Michigan  
Center for Ethics & Humanities in the Life Sciences  
Department of Orthopedics CHM  
Emergency Medicine  
Epidemiology and Biostatistics  
Family Medicine  
Health Information Technology CHM  
Human Medicine Dean  
Institute for Quantitative Health  
Learning and Assessment Center CHM  
Medical Education Research & Development  
Medicine  
Microbiology & Molecular Genetics CHM  
Neurology & Ophthalmology CHM  
Obstetrics Gynecology & Reproductive Biology  
Pediatrics and Human Development  
Pharmacology & Toxicology Human Medicine  
Physiology Human Medicine  
Physiology/Human Pathology CHM  
Psychiatry Human Medicine  
Radiology Human Medicine  
Surgery  
The Institute for Health Policy

Translational Neuroscience

**JAMES MADISON COLLEGE**

James Madison

James Madison College Dean

**LYMAN BRIGGS DEAN**

**SCHOOL OF MUSIC**

Band

Community Music School

Music

**COLLEGE OF NATURAL SCIENCE**

Abrams Planetarium

Biochemistry & Molecular Biology

Biological Modeling Center

Biological Science Program

Biomedical Laboratory Diagnostics Program

Biomolecular Science Gateway

Biotechnology Center

Cell and Molecular Biology Program

Chemistry

Center for Integrative Studies - General Sci

Earth and Environmental Sciences

Ecology Evolutionary Biology & Behavior

Entomology

Food Science & Human Nutrition

Fundamental Materials Research

Genetics Program

Integrative Biology

Mathematics

Microbiology & Molecular Genetics

Natural Science Dean

Neuroscience Program

Physics-Astronomy

Physiology Natural Science

Plant Biology

Plant Products & Technologies

Plant Research Laboratory Nat Science

Program in Mathematics Education

Residential Initiative on Study of Environment

Science & Mathematics Education

Statistics & Probability

**COLLEGE OF NURSING**

**COLLEGE OF OSTEOPATHIC MEDICINE**

Community Health Science  
Family and Community Medicine  
Michigan Center for Enabling Technology  
Med Research and Advanced Study Programs  
Med Program Planning & Research  
Osteopathic Manipulative Medicine  
Osteopathic Medical Specialties Com  
Osteopathic Medicine Dean  
Osteopathic Surgical Specialties  
PA Medicine  
Pediatrics  
Pharmacology Toxicology  
Physical Medicine and Rehabilitation  
Physiology Human Pathology  
Physiology Osteopathic Medicine  
Psychiatry Osteopathic Medicine  
Radiology Osteopathic Medicine  
SE MI Detroit Medical Center  
SE MI Macomb University Center

#### **COLLEGE OF SOCIAL SCIENCE**

Anthropology Social Science  
Center for Anti Counterfeit and Product Protection  
Criminal Justice  
Center for Advanced Study of Intellectual Development  
Center for Integrative Studies  
Economics  
Environmental Science and Policy Program  
Geography Environment Spatial Sciences  
Global Change & Earth Observations  
Global Urban Studies  
History  
Human Development & Family Studies  
Human Resources and Labor Relations  
Institute for Public Policy & Social Research  
Matrix  
Political Science  
Psychology Social Science  
Public Utilities Institute  
School of Planning Design & Construction  
Social Science Dean  
Social Work  
Sociology Social Science

#### **HONORS COLLEGE**

Honors College Dean

#### **ASSOCIATE PROVOST FOR UNDERGRADUATE EDUCATION**

Administrative Support MLK Initiative  
Aerospace Studies  
Associate Provost for Undergraduate Education  
Migrant Student Services  
Military Science  
Neighborhood Success Collaborative  
Resource Center for Persons with Disabilities  
Supportive Services Program  
Testing Center  
Upward Bound  
Summer School

**COLLEGE OF VETERINARY MEDICINE**

Large Animal Clinical Sciences  
Pathobiology Diagnostic Investigation  
Pharmacology Toxicology  
Physiology Veterinary Medicine  
Small Animal Clinical Sciences  
Veterinary Diagnostic Laboratory  
Veterinary Medicine Auxiliary Programs  
Veterinary Medicine Dean  
Veterinary Teaching Hospital  
Veterinary Technology

**ASC PROVOST & ASSOCIATE VP ACADEMIC HUMAN  
RESOURCES**

Human Relations Minority Program  
Human Relations Womens' Programs  
Secretary for Academic Governance  
Visiting Faculty Program

**FRIB**

Facility for Rare Isotope Beams  
National Superconducting Cyclotron Lab

**PROVOST AND ACADEMIC AFFAIRS**

Academic Advancement Network  
Art Museum  
Commencement and Special Events  
Dean of Students  
Faculty Grievance and Dispute Resolution  
Museum  
Office For Inclusion Intercultural Initiatives  
Office of Planning and Budgets  
Provost EVP For Academic Affairs  
Sparrow MSU Innovation Center  
Student Athlete Support Services  
University Ombudsperson

Worklife Office

**ASSOCIATE PROVOST FOR ACADEMIC SERVICES**

Associate Provost for Academic Services

Financial Aid

Office of Admissions

Registrar

Registrar's Office

**ASSOCIATE PROVOST FOR UNIVERSITY OUTREACH AND ENGAGEMENT**

Center for Community Engaged Learning

Community Evaluation and Research Collaborative

Julian Samora Research Institute

Natl Collab For Study of University Engagement

Outreach & Engagement Partnerships

Outreach & Engagement Strategic Investment

Performing Arts Facilities & Programs

University Outreach & Engagement - Admin

UOE Communication & Information Technology

Usability/Accessibility Research Consulting

**INTERNATIONAL STUDIES AND PROGRAMS**

African Studies Center

Asian Studies Center

Canadian Studies Center

International Programs ISP

Center for European and Russian Studies

Center for Gender in Global Context

Center for Advancing Study of International Development

Education Abroad Center Support

Education Abroad Credit Program

International Extension Credit Program

International Studies and Programs Dean

Latin American Studies Center

Office of International Research Collaboration

Office of International Students School

**HEALTH TEAM**

Department of Orthopedics

Family and Community Medicine

Family Medicine

Health Information Technology

Health Services Quality Management Office

MSU Health Team

Medicine

Neurology Ophthalmology

Nursing

Obstetrics Gyn Reproductive Biology  
Osteopathic Manipulative Medicine  
Osteopathic Medical Specialties  
Osteopathic Surgical Specialties  
Pediatrics  
Pediatrics and Human Development  
Physical Medicine Rehabilitation  
Psychiatry  
Radiology  
Surgery

### **LIBRARIES**

Infrastructure Technology - Library  
Libraries  
University Archives and Historic Collect  
Voice Library

### **MSU AGBIORESEARCH**

Director's Office

### **MSU EXTENSION**

MSU Extension (MSUE)  
Agriculture/Agribusiness Institute MSU Extension (MSUE)  
Business Office MSU Extension (MSUE)  
Children & Youth Institute MSU Extension (MSUE)  
Health & Nutrition Institute MSU Extension (MSUE)  
Human Resources MSU Extension (MSUE)  
Greening Michigan Institute (MSUE)

### **GRADUATE SCHOOL**

Graduate School Dean  
Law School Programming  
Teaching Assistant Programs

### **MICHIGAN STATE UNIVERSITY COLLEGE OF LAW**

### **HEALTH AFFAIRS**

Health Affairs  
Student Health, Wellness and Safety

### **INFORMATION TECHNOLOGY SERVICES**

IT Services Advanced Research and Academic Technology  
IT Services Analytics and Data Solutions  
IT Services Application Services  
IT Services Client Services  
IT Services Clinical Technology  
IT Services Communication and Training  
IT Services Infrastructure Support

IT Services Innovation and Development  
IT Services NACIS  
IT Services Office of the CIO  
IT Services Project Management  
IT Services Research Support  
IT Services Security  
IT Services VP and CIO  
MSU Technology Store

**ADMINISTRATION**

EVP Administration  
Human Resources  
Land Management  
MSU Foundation  
MSU Union  
Office Services

**INFRASTRUCTURE PLANNING AND FACILITIES**

IPF Administration  
IPF Building Services  
IPF Campus Planning and Administration  
IPF Campus Services  
IPF Maintenance and Repair Stock  
IPF Planning Design and Construction  
IPF Power and Water  
IPF Strategic Initiatives  
IPF Support Services  
IPF Telecommunication Systems

**FINANCE**

Capital Asset Management  
Controller  
Enterprise Business Systems Projects  
Finance University Items  
Mail Services  
Purchasing  
Risk Management  
Sponsored Programs Admin CGA Postaward  
Student Loan Programs  
Treasury and Financial Management  
University Services  
University Stores and Logistics  
Vice President for Finance and Treasurer

**RESIDENTIAL AND HOSPITALITY SERVICES**

Bookstore  
Breslin Center  
Brody Complex

Case Wonders Halls  
Central Bakery  
Cowles House  
Culinary Services  
Culinary Services Retail Operations  
Fee Hall  
Food Stores  
Forest Akers Golf Course  
Holden/Wilson Halls  
Holmes Hall  
Kellogg Center  
Land Management  
Laundry  
Mason-Abbot/Snyder-Phillips Halls  
McDonel Hall  
MSU Tennis Operations  
Owen/Vanhoosen Halls  
Residence Education and Housing  
Shaw Hall  
Spartan Hospitality Group  
University Licensing  
Vice President for Auxiliary Enterprises

**UNIVERSITY ADVANCEMENT**

Advancement Administration  
Advancement Info Sys Donor Strategy  
Advancement Mktg And Comm  
Development Data Services  
MSU Alumni Office  
Office of Vice President University Advancement

**UNIVERSITY COMMUNICATIONS**

Big Ten Network  
Communications Vice President  
Media and Public Information  
Mktg, Public Rel, And Digital Strategy  
University Licensing  
VP And Strategic Dir Univ Communications

**OFFICE OF FREEDOM OF INFORMATION ACT OFFICER**

**VICE PRESIDENT FOR GOVERNMENTAL AFFAIRS**

**VICE PRESIDENT FOR LEGAL AFFAIRS AND GENERAL COUNSEL**



-120 Layoff Transition Adjustment

An Employee shall be eligible for a Layoff Transition Adjustment if the affected Employee meets the following eligibility requirements:

1. The Employee must have six (6) or more years of seniority at the time of layoff.
2. The Employee must actually be laid off.
3. The Employee must be willing to take a position paying at least 80 percent of current salary offered in the current work location as defined in Paragraph 115 above.
4. The Layoff Transition Adjustment is not payable until after the affected Employee is on layoff for a minimum of 120 calendar days.

In the event the laid off Employee meets the criteria set forth above, the Employee may, at their option, elect to accept a Layoff Transition Adjustment based on the following schedule:

<u>University Seniority</u>	<u>Transition Adjustment</u>
6 years	4 weeks salary
7 years	5 weeks salary
8 years	6 weeks salary
9 years	7 weeks salary
10 years	8 weeks salary
11 years	9 weeks salary
12 years	10 weeks salary
13 years	11 weeks salary
14 years	12 weeks salary
15 years	13 weeks salary
16 years	14 weeks salary
17 years or more	15 weeks salary

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

-121 Unused Sick Leave Credits

A laid off Employee whose recall rights have expired and who is not otherwise eligible for payout of accrued sick leave under Paragraphs 196, 197, 198 and 199 of this agreement may receive partial payment for unused sick leave credits according to the schedule below:

University Seniority

2 years through 10 years

11 years through 15 years

16 years through 20 years

More than 20 years

Sick Leave Payout

Unused sick leave, not to exceed one-eighth (1/8) of up to 1200 hours

Unused sick leave, not to exceed one-fourth (1/4) of up to 1,300 hours

Unused sick leave, not to exceed three-eighths (3/8) of up to 1,300 hours

Unused sick leave, not to exceed one-half (1/2) of up to 1,300 hours

-122 For purposes of Paragraph 121, "University Seniority" is that which existed as of the effective date of the layoff.

-123 An Employee who receives payment for unused sick leave under this section may also receive a Layoff Transition Adjustment, provided that eligibility requirements for that program have been met.

## ARTICLE 17

### COMPENSATION PROGRAMS

#### I. General Increase

General Salary wage base increases for October 1, 2023, October 1, 2024, October 1, 2025, and October 1, 2026, shall be determined per the Wage and Health Care Memorandum of Understanding January 1, 2022- December 31, 2025 between the University and the APA and the Coalition of Labor Organizations which is separately ratified and signed by the Association and the University.

- 124 Effective October 1, 2023, one percent (1%) general salary increase monies calculated from the September 30, 2023 total salary base will be made available for all Employees.
- 125 Effective October 1, 2024, two percent (2%) general salary increase monies calculated from the September 30, 2024 total salary base will be made available for all Employees.
- 126 Effective October 1, 2025, general salary increase monies will be calculated from the September 30, 2025 total salary base. The general salary increase percentage will be made available for all eligible Employees.
- 127 Effective October 1, 2026, general salary increase monies will be calculated from the September 30, 2026 total salary base. The general salary increase percentage will be made available for all eligible Employees.
- 128 All funds made available by the Employer for general increases shall be expended on salaries of Employees in the bargaining unit.
- 129 Special merit salary increases may be granted during the contract year with appropriate Employer approvals.

#### II. Salary Progression Program

-130 Salary Progression increase consideration will be given to Employees who have completed at least one (1) year of service on the effective date of the increase, whose most recent Performance Development Plan is not "Does Not Meet Expectations"; and whose full-time equivalent salary is less than one hundred twenty-five (125%) percent of the minimum hiring level.

-131 Employees shall receive a progression increase upon completion of one year, for the first year only.

-132 Effective January 1, 2024, eligible Employees will receive progression increases in the amount of three (3%) percent up to the 125% level. Employees will not receive progression increases if they have received a “Does Not Meet” rating on their most recent Performance Development Plan.

-133 Effective January 1, 2025, eligible Employees will receive progression increases in the amount of three (3%) percent up to the 125% level. Employees will not receive progression increases if they received a “Does Not Meet” rating on their most recent Performance Development Plan.

-134 Effective January 1, 2026, eligible Employees will receive progression increases in the amount of three (3%) percent up to the 125% level. Employees will not receive progression increases if they received a “Does Not Meet” rating on their most recent Performance Development Plan.

-135 Effective January 1, 2027, eligible Employees will receive progression increases in the amount of three (3%) percent up to the 125% level. Employees will not receive progression increases if they have received a “Does Not Meet” rating on their most recent Performance Development Plan.

### III. Minimum Hiring Rates

-136 The minimum hiring rate for grade levels may be increased by the Employer.

-137 Effective October 1, 2023, the Minimum Hiring and Automatic Progression Levels will increase by four percent (4 %).

-138 Effective October 1, 2024, the Minimum Hiring and Automatic Progression Levels will increase by two percent (2 %).

-139 Effective October 1, 2025 and October 1, 2026, the Minimum Hiring and Automatic Progression Levels will increase by the General Salary Base Wage Increase.

IV. Salary Schedules

-140 Effective October 1, 2023 through September 30, 2024, the Minimum Hiring and Automatic Progression Level rates are:

**EFFECTIVE OCTOBER 1, 2023 (REFLECTS 1% + 3%)**

<u>GRADE LEVEL</u>	<u>MINIMUM</u>	<u>AUTOMATIC PROGRESSION LEVEL</u>
8	\$39,360	\$49,200
9	\$42,529	\$53,161
10	\$45,911	\$57,389
11	\$49,606	\$62,008
12	\$53,566	\$66,958
13	\$57,833	\$72,291
14	\$62,455	\$78,069
15	\$67,454	\$84,318
16	\$72,845	\$91,056
17	\$78,674	\$98,343

**Mins and APL to reflect an additional 1.9% increase effective January 1, 2024**

<u>GRADE LEVEL</u>	<u>MINIMUM</u>	<u>AUTOMATIC PROGRESSION LEVEL</u>
8	\$40,108	\$50,135
9	\$43,337	\$54,171
10	\$46,783	\$58,479
11	\$50,549	\$63,186
12	\$54,584	\$68,230
13	\$58,932	\$73,665
14	\$63,642	\$79,553
15	\$68,736	\$85,920
16	\$74,229	\$92,786
17	\$80,169	\$100,211
88	\$49,264	N/A

2024, 2025, and 2026 minimum hiring and automatic progression level rates will be updated according to the Wage and Health Care Memorandum of Understanding January 1, 2022 – December 31, 2025 between the University and the APA and the Coalition of Labor Organizations which is separately ratified and signed by the Association and the University.

## **ARTICLE 18**

### **SPECIAL PROVISIONS**

#### **Overtime**

-141 Bargaining Unit Employees in grade levels AP 08, 09, 10, and 11 will receive overtime payment at the rate of time and one-half for scheduled hours worked in excess of 40 in a work week. Compensatory time at the same rate may be used where mutually agreed to by the Employee and the Unit Administrator.

-142 In health care delivery facilities where bi-weekly work schedules of eighty (80) hours are maintained, overtime pay or compensatory time off will be given for any scheduled hours worked in excess of eighty (80) hours in a bi-weekly period.

-143 Holiday time is considered as time worked for the purpose of overtime computation. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

-144 Unit administrators or designees are responsible for the approval of overtime prior to the performance of overtime work. Approval means time worked as directed by the Employee's supervisor and does not include casual or unscheduled time spent at work beyond the normal work day or work week.

-145 Employees at grade level AP 12 and above are not eligible for overtime pay. However, where unusual staffing and work requirements exist, the unit administrator may approve compensatory time off equal to the number of overtime hours worked.

#### **Call-In Pay**

-146 An Employee in grade levels 8, 9, 10, and 11 reporting for emergency duty at the Employer's request for work which she/he had not been notified of in advance and which is outside of and not continuous with her/his regular work period shall be guaranteed at least three (3) hours' pay at the rate of time and one-half.

#### **Standby Pay**

-147 Standby is a situation in which an off-duty bargaining unit Employee is officially advised and scheduled by her/his supervisor to be available to return to work during a specified period of time.

-148 Employees in grade levels 8, 9, 10, and 11 who are assigned and scheduled to “standby” status shall be paid one (1) hour of pay at straight time or its equivalent in compensatory time (by mutual agreement) for every twenty-four (24) hour period that she/he is scheduled on standby. Employees assigned to standby status are required to be available for duty by leaving word at their homes or with their supervisors where they can be reached by phone and to be in a position to report to work immediately when called. A standby assignment which results in a call to report to work is not eligible for call in pay. Upon reporting to work, Employees shall be paid for the actual time worked at the rate of time and one-half, or a minimum of two (2) hours, whichever is greater.

**ARTICLE 19**

**LEAVE OF ABSENCE WITH PAY**

-149 The University grants eligible Employees leave of absence with pay in accordance with provisions as stated here. The types of leave of absence with pay are: bereavement leave, holidays, jury duty, military duty, personal leave, sick leave and vacation.

-150 While on leave of absence with pay, the Employee will retain all previously earned benefits, and will continue to accrue vacation and sick leave credits. Compensation will be at the Employee's base rate of pay as of the Employee's last day of active work. Benefit programs and University contributions to benefits programs will continue during leave of absence with pay. See sections on benefits for details on types of leaves.



## ARTICLE 20

### LEAVES OF ABSENCE WITHOUT PAY

#### I. Absences without Pay (10 Days or Less)

-151 Excused absences without pay not exceeding 10 days may be granted by the immediate supervisor and/or other unit designee(s) but shall not exceed ten (10) consecutive days unless approved as a leave of absence. Normally, excused absences without pay will not exceed ten (10) working days in each fiscal year.

-152 Excused absences without pay will not require the use of accrued paid time (i.e., personal leave or vacation), except for failure to report to work due to inclement weather.

-153 With approval of the hiring supervisor, Employees transferring from one bargaining unit position to another bargaining unit position may begin the new position with an immediate unpaid leave of absence not exceeding (10) days.

#### II. Absences Without Pay Including Layoff (Exceeding 10 Days)

-154 All leaves of absence must be approved by the supervisor, the administrative head of the unit and MSU Human Resources. They may be taken for reasons as specified in Paragraph 158.

-155 During an unpaid leave of absence or layoff, an Employee will not accrue vacation or sick leave nor be eligible for any payments for time off work provided by this Agreement (except excused absences without pay).

-156 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during leaves of absence or extensions and layoffs.

-157 The Employee must consult with the Benefits Office about maintaining status in Employee benefit programs during leaves of absence without pay subject to and consistent with these program conditions.

-158 Eligible Employees with the approval of their supervisor(s) and/or MSU Human Resources may be authorized to take unpaid leaves for up to two (2) years for the following:

- A. Sickness and disability.
- B. Settlement of an estate.
- C. Serious illness of a member of the Employee's family as defined under the bereavement leave provisions of this Agreement.

- D. Child care when the Employee is the parent or designated guardian.
  - (1) Parent or guardian must provide evidence that the child needs special care.
  - (2) Evidence demonstrating that only the parent or guardian can deliver this special care.
  - (3) Such special care would require absence from work.
- E. Employees who become parents of or who adopt a child and do not qualify for Paid Parental Leave shall be entitled to parental or adoption leave of up to three (3) months to commence on or before the date of birth or the date of adoption as determined by the Employee.
- F. Governmental service if elected to a full-time term of office, and if holding an elective office. Subsequent elections shall extend this leave.
- G. Educational leave after two (2) years of employment.
- H. To accompany spouse when spouse accepts University reassignment from MSU.
- I. Extended vacation after two (2) years of employment.
- J. Parent or immediate family member of military service member while the military member is on leave.
- K. Other reasons deemed appropriate by the Employer.

-159 During an involuntary leave of absence without pay, the Employee's position shall not be considered vacant and the Employee shall be entitled to return to the position if such return is within ninety (90) days of the commencement of the leave. An involuntary leave is defined as a leave required because of illness or incapacitation--medically certified. If the Employee is unable to return to her/his job within ninety (90) days, the Employee shall have bypass interview rights, in accordance with Paragraph 117, to vacant lateral or lower level positions for a period of time not to exceed two (2) years from the original date of the involuntary leave.

-160 The Employer, at its option and without cost to the Employee, may require that a designated physician(s) examine the Employee before returning the Employee to active employment.

**ARTICLE 21**

**VACATION PAY**

-161 Accrued Vacation Leave Carryover

<u>Service Months</u>	<u>Earning Rate</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
Grade levels 8, 9, 10, 11, 12, 13, 14 & 15			
Completion of first 6 months of service	48 hours		
7 <sup>th</sup> month through 60 <sup>th</sup> month	8 hrs/month	96 hrs.	240 hrs.
61 <sup>th</sup> month through 120 <sup>th</sup> month	12 hrs/month	144 hrs.	240 hrs.
121 <sup>st</sup> month	16 hrs/month	192 hrs.	240 hrs.
Grade Level 16			
Completion of first 6 months service	96 hrs.		
7 <sup>th</sup> month	16 hrs/month	192 hrs.	240 hrs.

-162 Employees accrue vacation pay credits at the rate shown above for each completed month of service. Service includes work time and "Leave of Absence with Pay" time, but does not include:

1. Leave of absence without pay.
2. Regular Workers' Compensation.
3. Layoff.
4. Disciplinary suspension.

Usage Requirements

-163 An Employee may take vacation at any time during the year with permission of the supervisor and in accordance with departmental requirements.

-164 The maximum hours of pay for each day of vacation is limited to the hours the employee is regularly scheduled to work. This may vary for persons on a flexible appointment.

-165 Each hour paid to an Employee shall be paid at the base rate of pay and shall not include shift premium or other premium payments.

-166 University designated holidays falling within the Employee's vacation will not be charged to accrued vacation.

- 167 While on vacation, an Employee may not change usage for time taken for other forms of paid leave, except for a documented illness.
- 168 The Employee will normally use all vacation before commencing a leave of absence without pay, except for sickness or disability.
- 169 Vacation may be used to supplement Workers' Compensation up to a maximum of eight (8) hours total pay for each day of absence.
- 170 Part-time Employees scheduled to work at least 26 hours per week but less than 36 shall be credited with 75% of the vacation accruals shown above for full-time Employees.
- 171 Part-time Employees scheduled to work at least 20 hours per week but less than 26 shall be credited with 50% of the vacation accruals shown above for full-time Employees.
- 172 Part-time Employees will be paid only for the hours scheduled to work but not worked because of the vacation.
- 173 Employees are expected and encouraged to take their annual vacation accrual each year. An Employee may continue to accrue vacation up to the Maximum Accrual shown under the Accrual Schedule section. Further accrual beyond this Maximum Accrual is not possible, and the Employee will receive no further vacation credit for months of service completed until the Employee reduces vacation credits.
- 174 An Employee will receive payment for unused vacation when terminating employment.

**ARTICLE 22**

**PERSONAL LEAVE DAYS**

-175 The University grants eligible Employees paid time off in order to attend to personal matters. Employees on the payroll as of July 1, will be credited with 24 hours of personal leave for use during the fiscal year (July 1 - June 30). Employees who are hired, rehired, or change to regular status of half-time or more during the fiscal year will be credited with personal leave as follows:

<b><u>ON THE PAYROLL</u></b>	<b><u>FULL-TIME</u></b>	<b><u>3/4 TIME</u></b>	<b><u>1/2 TIME</u></b>
July 1 - December 31	24	18	12
January 1 - March 31	12	9	6
April 1 - May 31	6	4.5	3
June 1 - June 30	0	0	0

-176 Begins on date of hire, rehire, or change to regular status of half-time or more. Personal leave days should be approved by the Employee's supervisor, in advance if possible. Personal leave is to be taken and reported in tenths of an hour increments. The maximum of hours of pay for each day of absence is limited to the hours the employee is regularly scheduled to work (may vary for persons on a flexible appointment). Each hour paid to an Employee shall be paid at the base rate of pay and shall not include shift premium or other premium payment. The Employee may use all personal leave days before commencing a leave of absence without pay. Personal leave days may be used to supplement Workers' Compensation up to a maximum of eight (8) hours' total pay for each day of absence. Personal leave days may not be used to provide payment for absence due to disciplinary suspension.

-177 Part-time Employees will be paid only for the hours scheduled to work but not worked because of the approved absence. Personal leave credits may not be carried forward to the next fiscal year. No payment for unused personal leave credits will be made when the Employee terminates.

## **ARTICLE 23**

### **HOLIDAYS**

-178 The University grants eligible Employees paid holidays from work with no loss in pay. Regular staff working half-time or more and scheduled to work receive the following ten (10) days as holidays:

- New Year's (2 days)
- Dr. Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas (2 days)

The Employer may designate additional holidays.

-179 Each year the University designates the dates on which the holidays are to be observed. The additional days at Christmas and New Year's are observed either before or after the legal holiday.

-180 An Employee is eligible for the holiday pay at the date of hire, rehire or change to regular status of half time or more. The Employee must be on active status at the time the holiday occurs. The benefit is not payable to Employees who are on leave of absence without pay, regular Workers' Compensation, layoff or disciplinary action. Holiday pay is not payable if the Employee has an unexcused absence on either the day before or the day after the holiday.

-181 A maximum of eight (8) hours' pay may be received for each holiday. Each hour paid to an Employee shall be paid at the Employee's base rate of pay and shall not include any other premium payment.

-182 When a holiday falls during an Employee's vacation or paid sick leave, the Employee will receive holiday pay and no charge will be made to accrued sick leave or vacation time. Part-time Employees will be paid only for the hours scheduled to work but not worked because of the holiday. When a holiday falls on an Employee's non-work day and no other day is designated by the University, an alternate day off will be given. Time and one-half is paid for work performed on the observance date of the holiday and not on the calendar date of the holiday, if different. Employees level 12 and above shall receive this time as compensatory time.

## **ARTICLE 24**

### **SICK LEAVE**

-183 The University grants regular staff working half-time or more paid time off due to illness. Employees accrue sick leave credits in accordance with the following requirements.

-184 Employees begin earning sick leave credits upon hire or rehire. Full-time Employees accrue sick leave at the rate of four (4) hours for each completed two (2) weeks of service (104 hours annually). Service includes work time and "Leave of Absence with Pay" time, but does not include:

1. Leave of absence without pay.
2. Regular Workers' Compensation.
3. Layoff.
4. Disciplinary suspension.

-185 Sick leave is credited at the end of each month and may accumulate to a maximum of 1,400 hours.

-186 Sick leave with pay may be used for the following reasons:

1. Personal illness or incapacity over which the Employee has no reasonable control that prohibits the performance of the duties of the Employee's job.
2. Absence from work because of exposure to contagious disease that, according to public health standards, would constitute a danger to the health of others by the Employee's attendance at work.
3. To complete appointments for medical or dental treatment when it is not possible to arrange such appointments for non-duty hours.
4. Eighty (80) hours of accrued sick leave per fiscal year may be used for illness of a member of the immediate family as defined in Paragraph 260 or a member of the household. This Eighty (80) hour limit is waived if the employee has approved FMLA leave to care for a family member.
5. Illness or incapacity associated with pregnancy (see Maternity Leave section).

-187 A physician's statement may be required before approval of payment of sick leave. Payment of sick leave is authorized in tenths of an hour.

-188 A maximum of eight (8) hours pay may be made for each day of absence (may vary for persons on a flexible appointment). Each hour paid to an Employee shall be paid at the base rate of pay and shall not include shift premium or other premium payment.

Coordination With Other Types of Pay or Benefits

-189 Employees must utilize any accrued sick leave credits and may thereafter use vacation and personal leave day credits before being placed on an unpaid leave of absence due to illness/disability.

-190 The University, for cause, may direct an Employee to go on sick leave.

-191 Employees may be required to obtain approval from the University Physician's recommended physician before returning to work.

In the event of a dispute involving an Employee's ability to perform their job at the University, and when the Employee is not satisfied with the determination of the University's recommended physician, they may submit a report from a medical doctor of their own choosing. If the dispute still exists, the University's recommended physician and the Employee's doctor shall agree upon a third medical doctor to submit a report to the Employer and the Employee, and the decision of such third party will be binding on both parties. The third opinion shall be within the constraints of state and federal law. Accrued sick leave may be used as appropriate. The Employee will be made whole if the results of the third medical examination conclude the Employee should not have been placed on leave.

-192 Workers' Compensation benefits will be supplemented by accrued sick leave credits as necessary to maintain the Employee's total income at an amount equivalent to eight (8) hours of pay at the base rate of pay for each day of absence.

-193 University designated holidays falling within an Employee's paid sick leave will not be charged to sick leave.

Full-time/Part-time Status Considerations:

-194 Part-time Employees scheduled to work at least 26 hours per week but less than 36 shall be credited with 75 percent of the sick leave accruals shown above for full-time Employees.

-195 Part-time Employees scheduled to work at least 20 hours per week but less than 26 shall be credited with 50 percent of the sick leave accruals shown above for full-time Employees.

-196 Part-time Employees will be paid only for the hours scheduled to work but not worked because of the sick leave.



### Other Provisions

-197 An Employee will not receive payment for unused sick leave when terminating, except when retiring, as stated below.

-198 Full-time Employees meeting the University's minimum retirement requirements shall be paid for 50% of unused sick leave, but not to exceed a maximum of 50% of up to 1,300 hours, as of the effective date of separation.

-199 Full-time Employees who do not meet the University's minimum retirement requirements but have at least five (5) years, but less than 10 years of continuous service, and who have attained 65 years of age at the time of separation shall be paid 50% of unused sick leave as of the effective date of separation.

-200 Full-time Employees who do not meet the University's minimum retirement requirements but have at least 10 years of continuous service and have attained 65 years of age at the time of separation, shall be paid 100% of unused sick leave as of the effective date of separation, not to exceed a maximum of 1,300 hours.

## ARTICLE 25

### MILITARY LEAVE OF ABSENCE

-201 The university recognizes the value of the military reserve and makes provision for eligible Employees to attend short-term military duty without loss of pay.

-202 The University will pay the difference between the Employee's military pay and base pay, if the Employee's military pay is less, for up to fifteen (15) calendar days when the Employee is ordered to active duty for training, and for up to ten (10) additional calendar days when the Employee is ordered to active duty for the purpose of handling civil disorders, per fiscal year.

-203 Begins on date of hire, rehire, or change to regular status of half-time or more. The Employee must notify supervision of the call to military duty as soon as the information is known and must provide proof of the call to military duty and proof of military pay.

-204 For each full work day of absence, the Employee will receive the difference in pay between:

a. Regular military pay less any amounts specifically received for meals, housing or travel and

b. Eight (8) hours of regular pay at the base rate of pay, excluding shift premium or other premium payment.

-205 An Employee may use accrued vacation time in addition to receiving military duty pay. Part-time Employees will be paid the difference in pay between the total military duty pay received and the Employee's base pay for the total hours scheduled to work but not worked because of the military duty if the military duty pay is less.

-206 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), to attend school full time under applicable federal laws in effect on the date of this Agreement.

-207 An Employee who fails to notify the Employer of their intent to return 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.

In accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA)

-208 Upon application, a military leave of absence will be granted to eligible Employees. This applies to Employees who are inducted through a selective service system of voluntary enlistment and to Employees called through membership in the National Guard, the United States Reserve Corps or other federal or state recognized military organization.

Employees may voluntarily use vacation accruals on a paid leave of absence, to the extent available, prior to entering unpaid leave of absence.

- a. Employment and Benefits continuation: During the active deployment military leave, the employee's position (or comparable position) with the Employer will be maintained as required by laws. The Employee is eligible to maintain health benefit coverage during an unpaid leave of absence at the employee's cost.

## **ARTICLE 26**

### **MATERNITY LEAVE**

-209 Initially, the Employee must submit a letter from a physician giving the projected delivery date. MSU Human Resources will not require further medical documentation covering absences for a pregnancy when they occur within a period of four weeks before the projected delivery date and eight weeks following the delivery date. Beyond these periods, a statement will be required from the Employee's physician stating the reasons for the requested leave extension. Leaves associated with pregnancy may be either with or without pay, depending on accumulated sick leave or vacation leave.

## **ARTICLE 27**

### **FLEXIBLE APPOINTMENTS**

-210 Flexible appointments are appointments of Administrative Professional staff providing between 75 and 95 percent time equivalent salary over a calendar year, with some fringe benefits equivalent to full-time appointments. A flexible appointment is a voluntary commitment by an Employee to a specific schedule of work. Flexible appointments may be in one of the following forms:

Type 1: Full-time, active employment for 9, 10 or 11 months per year with a prescheduled unpaid leave of absence with benefits ("flex-leave") during the remaining months.

Type 2: 75-89% scheduled time active employment over the entire calendar year with a part-time equivalent salary.

-211 As with any Administrative Professional position, job demands may require work outside and in addition to those of the regularly scheduled flexible schedule.

-212 Where a Type 1 flexible appointment includes a leave with benefits, the Employee's position is held for their return at the end of the flex-leave, subject to the conditions specified in paragraph 231.

-213 The objective of flex-year appointments is to achieve budget flexibility where departmental functions can be accomplished with 75 percent employment, through a combination of benefits and other incentives.

-214 Departments identify positions for flexible appointments. Regular Employees and persons to be employed in those pre-identified positions may agree to be placed in flexible appointments. Employees desiring flexible appointments whose positions are necessarily full time may apply for transfers to flexible appointments, subject to relevant policies and negotiated agreements. When a department desires to change a position from full time to a flexible appointment and the incumbent does not volunteer for that status, reduction in force procedures may be initiated to achieve the reduction within the department. If a flexible appointment position is subsequently eliminated, reduction in force procedures will be initiated. Staff members with flexible appointments who later desire a change in appointment may apply for other positions as they become available.

## General Provisions

### A. Flexible Positions

-215 The department administrator shall identify the positions appropriate for flexible appointments and, if specific duties are to be eliminated, indicate in writing the duties of such positions that are to be eliminated. This designation must be approved by MSU Human Resources, after receiving Employee input.

-216 Once a position is officially designated as flexible, only flexible appointments are acceptable.

-217 A flexible position shall maintain that designation until the department administrator acts to designate it otherwise by submitting the appropriate form for the approval of the MSU Human Resources.

### B. Flexible Appointments

-218 A flexible appointment, either as an initial appointment or as a change of appointment, may be granted only with the agreement of a prospective or current staff member. Without agreement, a current staff member may be subject to the Reduction in Force policy.

-219 A flexible appointment must be arranged in advance with an Employee, and approved by the departmental administrator and the MSU Human Resources.

-220 All flexible appointments will annually provide a minimum of 1,560 hours of scheduled work (subject to necessary reductions in force).

-221 A flexible appointee's FTE salary is the amount that would be paid if an entire year was worked in full time (e.g., \$1,000/month x 12 months = \$12,000). The base salary is the actual expected pay during the year. For example, if the FTE salary is \$12,000, base salary at 75 percent would be:

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

-222 Flexible appointees are regular AP Employees.

-223 Leaves with benefits may be established for periods of one month or more, up to a maximum of three months (in increments of one month).

-224 Leaves with benefits are only those that are prearranged as part of an approved flexible appointment.

-225 No Unemployment Compensation is paid during a leave with benefits.<sup>1</sup>

-226 If the flexible appointment converts to full-time status, the Employee will receive an appropriate salary adjustment.

-227 Employees volunteering for flex-leaves must appropriately document their voluntary concurrence with their change in status. This action is subject to the review and approval of MSU Human Resources.

### Fringe Benefits

-228 A flexible appointee's benefit eligibility during active flexible status and unpaid flex-leave is as follows:

-229 Flexible appointees:

1. Receive the University contribution toward health care.
2. Have Long-Term Disability, Dental and Basic Life Coverage.<sup>2</sup>
3. May maintain group life and optional accident coverage. MSU HR will bill Employees for applicable employee deductions related to benefits.

-230 Educational Assistance is available, subject to all other eligibility requirements. However, Type 1 flexible appointees will be allowed to "bank" educational assistance for use during non-work flex-leave periods for up to five credits for each semester of employment, up to a maximum of 14 credits per year. Banking educational assistance will be available only to Employees on flex-leave. All other provisions of the educational assistance program must be satisfied. The application for banked educational assistance program must identify the Employee as a flex appointee.

-231 Personal Leave Days will be credited on a proportionate basis, i.e., 3/4 time service (either Type 1 or 2 Flex) will receive up to 18 hours in credits each year according to the Personal Leave Days schedule.

-232 Full service credit is given toward retirement, benefits eligibility waiting periods and vacation service months.

---

<sup>1</sup>Inasmuch as appointees on flex-leave have neither been laid off nor terminated but are on a mutually agreed-upon leave of absence, they are ineligible for Unemployment Compensation. If Unemployment Compensation is sought by the Employee, the leave with benefits is voided and the Employee shall be placed on layoff status, without application of reduction in force provisions.

<sup>2</sup>Subject to all current eligibility requirements. Staff members otherwise eligible for Long-Term Disability continue their eligibility during the leave with benefits as well as during active employment; however, benefit payments do not begin during the leave with benefits. The base salary for the period of active employment before the flex-leave is used to determine benefits.

-233 Paid leave accruals are proportionate and are accrued as follows:

Type 1: During active, full-time service, the Employee accrues leave as a full-time Employee. During a flex-leave, paid leave does not accrue and may not be utilized (it is frozen subject to relevant policies).

Type 2: During the entire calendar year, the Employee accrues leave at a proportionate rate (unless additional leaves without pay are taken or the Employee's status changes).

-234 University Contribution to the MSU 403(b) Base Retirement Program and Social Security.<sup>3</sup>

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

Type 2: The Employee receives the University contributions during the entire year, based on their part-time equivalent salary.

-235 All salary-related benefits (paid leave, Employee-Paid Life, MSU 403(b) Base Retirement Program, Long Term Disability, Expanded Life Plan, Extended Disability, and longevity) are based upon the flexible appointee's base salary. The longevity cap will be that of full-time Employees.

### Other Provisions

#### Probationary Periods

-236 Flex-leaves may begin during a probationary period; however, the time spent on the flex-leave will not count toward completion of the probationary period.

#### Other Employment

-237 Staff members may work for other Employers while on flex-leave.

#### Return to Active Employment

-238 Staff members returning from a flex-leave are assigned to their previously held positions, unless the circumstances of the University change to the extent that the position no longer exists. Those affected by a reduction in force while on flex-leave are eligible for the provisions of the reduction in force policy. Affected staff members will be given written notice as soon as practicable, but no less than that stipulated in the reduction in force policy.

---

<sup>3</sup>Subject to all current eligibility requirements.



### Salary Payments

-239 Flexible appointees receive their base salary during their period of active service and no salary during flex-leave.

### Hours Worked Records

-240 Departments are responsible for maintaining records of hours worked for nonexempt Employees with flexible appointments.

-241 A position held by an Employee that is changed to a flexible appointment, and some of whose duties are thereby eliminated, shall not be downgraded or eliminated as a direct result of the flexible appointment.

-242 Disagreements in the interpretation or application of the flexible appointment policy shall be subject to the grievance procedure and immediately proceed to Step three.

-243 At the time of presentation of a voluntary flexible appointment form to any Employee, the Employee shall be advised in writing:

1. For a Type 1 flexible appointment, the length of time of the unpaid leave, and the time or times when said leave must be taken.
2. For a Type 2 flexible appointment, the schedule each week that the Employee shall be required to work.

-244 In addition, each Employee shall receive at least 10 working days' written notice of the proposed flexible appointment before being required to respond. An affected Employee may consult with a representative of the Association before making a voluntary election to accept a flexible appointment.

**ARTICLE 28**

**LONGEVITY PAY**

-245 A longevity pay plan to recognize long-term employment is provided after six (6) years of continuous service with the University to regular staff working half time or more.

-246 The longevity year is the 12-month period beginning October 1 each year and ending September 30. The last date of hire will be used as the longevity date. The Employee must be engaged in active employment for 39 calendar weeks (273 calendar days) and be on the payroll as of October 1 of the longevity year. Six (6) years or more of continuous service as of October 1 of the longevity year is required for eligibility.

-247 Eligible Employees who have periods of inactive service totaling 93 days or more during a longevity year will not receive a longevity payment that year and will have the longevity date adjusted for future years.

-248 Military leave of absence will not adjust the longevity date.

-249 Full-time Employees who terminate before October 1 who are 65 years of age and have five (5) or more years of full-time service, or who meet the minimum University retirement requirements will receive a prorated longevity payment.

-250 Employees who are not on the active payroll because of layoff, but who otherwise meet the eligibility criteria will receive a longevity payment.

-251 Employees who are on leave of absence on October 1, but otherwise meet the eligibility criteria will receive a longevity payment upon return to work. Payment is scheduled annually on the first working day of December.

**Payment Schedule**

<u>Years of Continuous Service</u>	Full-Time Employees	Three- Quarter (3/4) Time Employees	One-Half (1/2) Time Employees
6 through 9 years	\$190.00	\$142.50	\$95.00
10 through 13 years	\$285.00	\$213.75	\$142.50
14 through 17 years	\$380.00	\$285.00	\$190.00
18 through 21 years	\$475.00	\$356.25	\$237.50
22 through 25 years	\$570.00	\$427.50	\$285.00
26 or more years	\$760.00	\$570.00	\$380.00

Effective December 1, 2024

<u>Years of Continuous Service</u>	Full- Time Employees	Three- Quarter (3/4) Employees	One- Half (1/2) Time Employees
6 through 9	\$230.00	\$172.50	\$115.00
10 through 13	\$345.00	\$258.75	\$172.50
14 through 17	\$460.00	\$345.00	\$230.00
18 through 21	\$575.00	\$431.25	\$287.50
22 through 25	\$690.00	\$517.50	\$345.00
26 or more years	\$920.00	\$690.00	\$460.00

## **ARTICLE 29**

### **JURY DUTY PAY**

-252 The University recognizes the civic responsibility of Employees to serve on jury duty and makes provision for eligible Employees to perform such duty without loss of pay. Employees who are called to serve on jury will be compensated for the difference between pay received from the court and straight time base pay. Employees who are called to testify pursuant to court-issued subpoenas will receive jury duty pay in that event also.

-253 Benefit begins on date of hire, rehire, or change to regular status of half-time or more. The Employee must notify supervision of the call to jury duty as soon as the information is known and must provide proof of the call to jury duty and proof of jury duty pay. The Employee is expected to report for regular University duty when temporarily excused from attendance at court. When called to testify, the Employee must provide proof of subpoena and proof of witness fee or proof that no witness fee was provided.

-254 Employees serving on jury duty, who are absent from work for 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.

-255 Employees serving on jury duty who are absent from work for more than 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.

-256 If the Employee is otherwise eligible for holiday pay, holiday pay may be made if jury duty is interrupted by a legal holiday recognized by the University.

-257 Part-time Employees will be paid the difference in pay only for the hours scheduled to work but not worked because of jury duty.

**ARTICLE 30**

**This section is left intentionally blank**

**ARTICLE 31**

**BEREAVEMENT DAYS**

-258 The University grants eligible Employees paid time off to attend the funeral and/or make necessary arrangements when a death occurs in the Employee's immediate family.

-259 Regular staff working half time or more are eligible for bereavement leave upon the date of hire, rehire or change to regular status of half time or more.

-260 Up to five (5) bereavement days will be allowed in the case of death of the Employee's:

Spouse	Other Eligible Individual	Parent/Stepparent
Child/Stepchild	Grandchild	

Up to three (3) bereavement days will be allowed in the case of death of the Employee's:

Grandparents	Parent-in-law	Grandparents-in-law
Sibling-in-law	Sibling/Half-Sibling/Stepsibling	Child-in-law

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

With supervisor approval, additional days of accrued vacation, personal leave, personal observance days, or compensatory time may be used in the case of the death of a member of the Employee's household. Should such leave be exhausted, unpaid leave may be used.

Additional time, if required, may be granted in accordance with other leave policies.

-261 The supervisor may require proof of death and relationship to the deceased before approving payment. A maximum of eight (8) hours' pay may be made for each day of absence. Each hour paid to an Employee shall be paid at the Employee's straight time base rate of pay and shall not include shift premium or other premium payment. This benefit is payable only to active Employees whose absence from work is due to the death in the Employee's family and will not be paid in lieu of other types of paid leave.

-262 Part-time Employees will be paid only for the hours scheduled to work but not worked because of the death.

-263 Allowed bereavement days may be taken any time during the period including the day of death and the day following the funeral to be used within six months after the death.

-264 The supervisor may grant permission to a reasonable number of Employees to attend the funeral or serve as pallbearers for a deceased Employee or former Employee, without loss of pay.

## **ARTICLE 32**

### **OVERVIEW**

-265 This section presents a broad overview of the various benefit programs, education and retirement benefits available to Employees and eligible dependents. Each benefit plan is described briefly on the following pages. Complete information and descriptive details of benefits may be obtained from the Benefits Office or the referred division within MSU Human Resources. If there is any misunderstanding regarding any of the programs described below, the provisions of the Master Contracts on file will prevail.

-266 Wherever the term "full-time Employee" is used, this is understood to include those Employees on flexible appointments.



**ARTICLE 33**

**RETIREE/OVER 65 LIFE PROGRAM**

-267 The University provides a death benefit of \$2,000 for regular full-time staff who were insured under the Employee-Paid life insurance program prior to July 1, 1976, and have maintained continuous coverage in that program.

-268 Eligible staff shall have a death benefit of \$2,000 upon attainment of age 65 or at official University retirement, whichever occurs first. The University pays the cost of the benefit. Coverage is automatic once the participation requirements are met.

## **ARTICLE 34**

### **ACCIDENTAL DEATH AND DISMEMBERMENT PROGRAM**

-269 The University provides an optional accidental death and dismemberment program for regular full-time and part-time staff. The benefit is payable, in whole or in part, in the event of accidental death, dismemberment, or loss of sight. Benefit coverage may be selected in amounts from \$10,000 to \$250,000 depending on plan selected. Coverage may also be selected for eligible dependents in the following manner:

1. Spouse coverage: 40% of Employee coverage (50% if, on the date of the accident, the insured has no dependent children insured).
2. Children coverage: 5% of Employee coverage (10% if, on the date of the accident, the Employee has no spouse insured).

-270 The program is entirely funded from Employee premiums, and rates are subject to future group experience. Employees may enroll within thirty (30) days of initial employment or during a scheduled open enrollment period.

## **ARTICLE 35**

### **DENTAL PLAN**

-271 The University provides a dental plan for all regular full-time Employees, part-time Employees on a proportional basis (see Article 7, paragraph 45) and official Michigan State University retirees.

-272 Dental coverage is provided for eligible Employees, retirees, survivors of retirees and eligible dependents. The plan pays 50% of usual and customary charges for most dental services as defined in the Master Policy. Employees must enroll within thirty (30) days of initial employment or during a scheduled open enrollment. Coverage terminates at the end of the month employment terminates unless the Employee is an official Michigan State University Retiree.

-273 Benefit payments are limited each calendar year to \$600 for each person. Orthodontic services are covered for persons under age 19 and are limited to a separate lifetime maximum of \$600. Under the current provisions, the University pays the entire cost of the plan. Employees may supplement the coverage through optional add-on plans that are available from the employer.

-274 This benefit continues for Employees on layoff or on approved leave of absence.

-275 Dependent coverage terminates as above. In addition, certain changes in dependent status will terminate coverage for dependents. No conversion is possible.

-276 A Dental DMO option will be offered to Employees in the bargaining unit effective July 1, 1995. The premium cost of the Dental DMO shall not be greater than the cost of the traditional Delta Dental Plan premium. Coverage for the Dental DMO must be provided through one of their participating centers. Some benefits, such as diagnostic, preventive and minor restorations are provided at no cost, and other benefits are provided with a fixed dollar co-pay. Orthodontic services are covered for persons under age 19 and age 19 and over with a fixed dollar co-pay. Any adjustment to the Dental DMO option plan design shall be implemented only to the extent necessary to maintain the cost below the traditional dental plan.

-277 The dental plan benefits will be provided consistent with the carriers' conditions and procedures.

## **ARTICLE 36**

### **EMPLOYEE PAID LIFE PLAN**

-278 The University provides an optional Employee paid life plan for regular full-time and part-time Employees. The benefit is payable in the event of death, or for other reasons as defined in the Employee Paid Life Plan brochure.

-279 Eight “salary indexed levels” of coverage are offered based on annual salary. Benefits may also be selected for eligible dependents. The benefit is decreasing term with no cash or loan value. The program is entirely funded from Employee contributions, and rates are subject to future group experience. Employees may enroll within thirty (30) days of initial employment or during a scheduled open enrollment period.

## **ARTICLE 37**

### **EXTENDED DISABILITY LEAVE**

-280 The University provides an interim income protection plan for regular full-time staff expected to receive Long-Term Disability benefits. The benefit provides full base wage/salary in cases expected to result in total disability, as defined in the Long Term Disability Master Contract, for a period of up to one hundred eighty (180) days from the Employee's last day of active work. The benefit commences upon the expiration of all accrued sick, vacation and personal leave.

-281 Determination of whether a case is expected to result in total disability can sometimes be made by the University-designated physician based on information received from the Employee's physician and other medical reports. A lack of conclusive medical evidence may delay approval of the Extended Disability Leave benefit, until Long-Term Disability benefits are approved. If so, payments will be made on a retroactive basis. In these cases, it is necessary for the Employee to maintain benefit payments. Reimbursement will be made for University contribution amounts upon approval for Extended Disability Leave.

-282 Employees expected to return to work within one hundred eighty (180) days will not qualify for this benefit. Authorization to pay Extended Disability Leave benefits will be made by the Benefits office. The University pays the cost of the benefit. No application is necessary for enrollment. Benefit becomes effective upon completion of sixty (60) continuous full-time equivalent service months. The benefit terminates on the last day of employment. Conversion of coverage is not possible.

-283 After a final denial of the Long-Term Disability Benefit, an Employee shall enter into a repayment agreement with the University requiring the Employee to repay the University all Extended Disability Leave Benefits paid to the Employee.

**ARTICLE 38**

**BASIC LIFE PLAN**

-284 The University provides a Basic Employer Life Plan for regular full-time staff. The benefit is payable in the event of death. The benefit is an amount of coverage equal to the Employee's basic annual salary. The maximum benefit is \$50,000. The University pays the entire cost of the coverage and no application is necessary. Coverage is automatic and effective the first day of employment.

**ARTICLE 39**

**LONG TERM DISABILITY PLAN**

-285 The University provides income protection through the Long Term Disability Plan for regular full-time staff.

-286 The benefit is payable to Employees who become totally disabled as defined in the LTD Master Contract and are unable to work due to sickness or bodily injury. In addition, the University makes the regular contribution for health plan coverage and pays the complete cost for dental and the Employee-Paid Life Plan.

-287 The University pays the entire cost of the LTD benefit. Coverage is automatic and becomes effective the first day of the month following or coinciding with completion of twelve (12) continuous full-time equivalent service months. Long-Term Disability coverage will terminate on the Employee's last day of active employment.

**ARTICLE 40**

**TRAVEL ACCIDENT PROGRAM**

-288 The University provides a life Travel Accident Program for full- and part-time staff. The benefit is payable in the event of accidental death, dismemberment or loss of sight while traveling on or off-campus on University business.

-289 The maximum benefit is \$50,000. The University pays the entire cost of the benefit. Coverage is automatic upon employment and will terminate on the Employee's last day of active employment. No conversion is possible.



## ARTICLE 41

### EDUCATIONAL ASSISTANCE

-290 The University provides assistance to enhance an Employee's educational and career development needs and goals for regular full-time and part-time staff.

-291 Tuition fees from MSU will be reimbursed for credit courses for up to fourteen (14) credits per MSU academic year upon successful completion of the course(s) as follows:

- a. For graduate credit courses taken through MSU, the tuition fee up to 70% of the MSU lifelong learning tuition rate per credit taken, not to exceed 14 semester credits per academic year.
- b. For undergraduate credit courses taken through MSU, the tuition fee up to 40% of the MSU lifelong learning tuition rate per credit taken, not to exceed 14 semester credits per academic year.
- c. Registration/matriculation fees, course fees, lab fees, books and other course materials charged by MSU are the responsibility of the student.
- d. Tuition fees in excess of fourteen (14) credit hours per academic year are the responsibility of the student.

-292 A grade of 2.0 or better (or "CR" – Credit) is required for a credit course.

-293 Reimbursement for tuition at other institutions shall not be covered.

-294 If the Employee is covered by benefits such as scholarship or fellowship aid, government aid, GI benefits, or similar assistance, reimbursement will be made only for that portion of the tuition which exceeds the amount of those benefits.

#### Release Time

-295 Release time may be granted for up to five (5) hours per week for those enrolled in Educational Assistance courses or approved Professional Development. Release time shall not be unreasonably denied. If release time is denied, upon request the reason will be provided in writing to the Employee.

### Eligibility

-296 The benefit becomes effective if the first day of class commences after the Employee has completed twelve (12) continuous full-time equivalent service months. The Employee must have permission of their supervisor and/or department/unit administrator.

-297 The Employee must be admitted to the educational institution where the course work will be taken and must be employed full-time, part-time or on a flexible appointment when course work is completed to be eligible for reimbursement. Employees who are laid off after a course(s) has begun will be eligible for reimbursement upon its completion.

-298 To receive waiver/reimbursement for MSU courses, the Employee shall submit the completed educational assistance form with departmental approval to MSU Human Resources thirty (30) days prior to the start of class. To receive reimbursement for non-MSU courses, the Employee shall submit the completed educational assistance form with departmental approval to MSU Human Resources thirty (30) days prior to the start of class and send evidence that they have successfully completed the course within fifteen (15) days of the receipt of such evidence.

### Educational Assistance for Employees on Layoff

-299 Employees on layoff, as defined in Article 16, Reduction in Force, shall be provided consideration for training programs offered through MSU Human Resources on a "space available" basis without cost to the Employee. The determination of "space available" shall be in the sole discretion of the Employer. Courses/programs determined by the Employer to require high cost materials to be provided to participants shall be exempt from this provision.

### Tuition Waiver

-300 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 she/he does not successfully complete the course(s).

-301 Employees interested in utilizing the tuition waiver program must submit their educational assistance application complete with departmental approval to MSU Human Resources thirty (30) days prior to the semester billing date set by the Fees and Scholarship Office. The application must be marked with a request for tuition waiver. Applications for Educational Assistance received after this deadline may result in late fees being assessed by Enrollment Services according to MSU registration policies. Payment of late fees is the responsibility of the Employee.

-302 If the above timelines are met and the educational assistance application is approved, MSU Human Resources will forward a list of Employees eligible for tuition waiver to the Fees and Scholarship Office and to the Association.

-303 MSU Human Resources will supply the Fees and Scholarships Office with the total credits available for tuition waiver for each eligible Employee. In the event the approved course(s) is/are unavailable at the time of registration, other appropriate course(s) may be substituted and the application amended subject to the approval of the department administrator or designee and MSU Human Resources.

-304 Tuition fees from MSU will be waived for credit courses for up to fourteen (14) credits per MSU academic year upon successful completion of the course(s) as follows:

- a. For graduate credit courses taken through MSU, the tuition fee up to 70% of the MSU lifelong learning tuition rate per credit taken.
- b. For undergraduate credit courses taken through MSU, the tuition fee up to 40% of the MSU lifelong learning tuition rate per credit taken.
- c. Registration/matriculation fees, course fees, lab fees, books and other course materials charged by MSU are the responsibility of the student.
- d. Tuition fees in excess of fourteen (14) credit hours per academic year are the responsibility of the student.

-305 A grade of 2.0 or better (or “CR” – Credit) is required for a credit course.

-306 Employees who have had their tuition waived will authorize MSU Human Resources to verify completion of approved courses with Enrollment Services upon application for waiver. In cases where tuition waivers are withdrawn (e.g., terminated Employee, non-approved course, unsuccessful completion), the University will attempt to payroll deduct the waived tuition.

#### Professional Development Courses

-307 Employees may apply for reimbursement and release time for job and/or career-related Professional Development courses which are offered through the University Outreach (e.g., lifelong education, and continuing education), Davenport College, Lansing Community College, and high school adult education programs or other MSU Human Resources approved educational/training programs.

-308 If Professional Development courses only are being taken during an academic year, reimbursement will not exceed nine hundred (\$900.00) dollars. Employees are eligible immediately upon hire for this benefit.

-309 If Professional Development courses are being taken during the same academic year as a course per Paragraph 291 above, the total reimbursement and/or waiver will not exceed 70% of the MSU lifelong learning tuition rate per credit for up to fourteen (14) credit hours.

-310 Employees must document their successful completion of Professional Development courses by submitting either (1) a certificate from the course signed by the instructor, or (2) a form provided by MSU Human Resources signed by the instructor.

## **ARTICLE 42**

### **COURSE FEE COURTESY PROGRAM**

-311 It is understood by both parties to this agreement the Course Fee Courtesy Policy herein described shall be identical in all respects, except for the time period for eligibility as described in Paragraph 313 below, to the Course Fee Courtesy Policy in effect for MSU faculty as approved by the MSU Board of Trustees.

-312 Any changes or improvements to the faculty program shall be paralleled at the same time in the Administrative Professional program.

-313 Dependent children and spouses of regular full-time Employees who have been continuously employed by MSU for a period of sixty (60) full-time equivalent service months or more and who are employed prior to the second week of a semester or summer session will be entitled to a course fee courtesy. The course fee courtesy consists of the credit of one-half of the applicable resident undergraduate course fees.

-314 Dependent children shall be defined as (a) all legally dependent children of eligible staff; and (b) such children who have eligible staff as their legal guardians.

-315 Spouse shall be defined as the legally recognized spouse of a staff member.

-316 Course fees shall be defined as the amount associated with credit hour enrollment and shall not include the registration fee or such fees, taxes and charges as may be collected for third parties.

-317 The course fee courtesy will be granted through the semester in which the 120th credit is attempted, provided the dependent child or spouse is registered as a student in good academic standing at Michigan State University in a curriculum leading to the first baccalaureate degree or to a certificate in the Agricultural Technology program. For undergraduate students with transferable credits and Michigan State University credits attempted equals 120. The course fee courtesy is available only to students enrolled through the on-campus registration process.

-318 The course fee courtesy for dependent children and spouse will be discontinued at the conclusion of the semester or summer session at which the employment of the eligible staff member is terminated. If the dependent child or spouse is enrolled at the time of the eligible staff member's retirement in accordance with Michigan State University retirement policy, commencement of University long-term disability, or death, the course fee courtesy will continue in accordance with the provision contained in Paragraph 313 above.

-319 If the dependent child or spouse drops courses or withdraws from school during the refund period, any refund applicable to the course fee courtesy will revert to the University.

-320 Dependent children and spouse of eligible staff on approved leave of absence will be eligible for the course fee courtesy.

-321 This program also covers the surviving dependent children and spouse of eligible staff and retirees.

-322 Application may be made for the full academic year, beginning with Fall Semester.

-323 Student eligibility is based on the following criteria:

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

-324 As a scholarship award the Course Fee Courtesy will be considered in determining eligibility for additional financial assistance for those students who also apply for financial aid at Michigan State University. All eligible student applicants will receive the Course Fee Courtesy. However, if other forms of financial aid have been awarded to attend Michigan State University, the aid will be adjusted to reflect the Course Fee Courtesy. Depending on the types of awarded aid as well as when the Office of Financial Aids is informed of eligibility for the Course Fee Courtesy, the adjustment may be made to awarded grants, and loan or work eligibility according to the guidelines of the Office of Financial Aids, and the student shall be so informed.

-325 Eligibility for other tuition-specific awards (such as the Michigan Competitive Scholarship, Kodak Scholarship or Engineering Cooperative Award) will reduce the Course Fee Courtesy award so that the awards in combination will not exceed assessed tuition.

-326 Course fees covered through the Course Fee Courtesy Program will be limited to courses published in the Schedule of Courses and its supplements.

-327 Request for application forms or questions regarding the Course Fee Courtesy Program should be directed to MSU Human Resources.

-328 Any changes to the current practices shall be subject to negotiations.

## **ARTICLE 43**

### **RETIREMENT PLAN**

-329 The University provides a contributory 403(b) Base Retirement Program for regular staff working half time or more. It is part of the MSU 403(b) Retirement Plan, which is a defined contribution plan operated under section 403(b) of the internal revenue code. The benefit provides income during retirement and benefit payments in the event of death before retirement.

-330 Employee contributions are 5% and University contributions are 10% of the Employee's base salary or wage.

-331 The University's contribution is made on a tax-deferred basis, i.e., the Employee does not report the University contribution as earned income when filing income tax returns for the calendar year. After retirement, the Employee does pay taxes on the amounts received.

-332 An additional portion of the Employee's salary may be contributed by the Employee to the MSU 403(b) Supplemental Retirement Program and/or MSU 457(b) Deferred Compensation Plan, on a tax-deferred basis, through payroll deduction, subject to Internal Revenue Service limitations.

-333 Administrative Professional Employees may optionally elect immediate participation in the MSU 403(b) Base Retirement Plan, upon employment, or may delay participation for up to twenty four (24) FTE service months from their appointment date or to the 35th birthday, whichever is later, at which time participation is required. Once required participation begins, the Employee must continue contributing to the MSU 403(b) Base Retirement Program while employed at the University.

#### **Other Retirement Information**

-334 Additional MSU 403(b) Base Retirement Program contribution for Employees hired on or after July 1, 2010.

1. For regular Employees hired on or after July 1, 2010, the Employer will make additional contributions to the MSU 403(b) Base Retirement Program as set forth below.
2. Effective January 1, 2016, for benefits eligible Employees whose most recent hire date is on or after July 1, 2010, the University will, upon hire, contribute one-half percent (0.5%) of the Employee's retirement eligible earnings into a separate Employer contribution account within the existing MSU 403(B) Retirement Plan on a pay period basis.

After 120 Vacation Service Months, the University's contribution increases to three-quarters of a percent (0.75%) of retirement eligible earnings.

A. MSU's contributions will be deposited into a default investment fund initially at an MSU-designated retirement vendor; the Employee can redirect to fund(s) of their choice by selecting from core options available in the 403(B) Retirement Plan including the brokerage accounts. Additional information on the default and options investments is available at the MSU Human Resources Website.

B. The accumulated account balance will become 100% vested immediately.

3. Other Provisions:

A. Continuous service months are calculated as the period beginning at the date of active employment. The Employee must be actively employed for each month.

B. Periods of inactive service will adjust the calculation for reaching the continuous service requirement.



## **ARTICLE 44**

### **HEALTH CARE COVERAGE**

-335 Health care programs are subject to the January 1, 2018 to December 31, 2021 Memorandum of Understanding between Michigan State University and the MSU Coalition of Labor Organizations (MSU/Coalition Memorandum) separately ratified and signed by the Administrative Professional Association. In the event the parties to the Health Care Memorandum of Understanding are unable to reach an agreement, either the Association or the Employer may demand to bargain individually regarding health benefits coverage upon expiration of the 2018-2021 Memorandum of Understanding.

#### 1. Prescription Drug

A. Prescription drug benefits shall be provided to Employees represented by the Association, regardless of the University health plan in which they are enrolled.

B. The prescription drug program implemented pursuant to the agreement shall be as specified in the MSU/Coalition Memorandum.

C. The appropriate premiums for the prescription drug program shall be paid by the University for full-time Employees and proportionately for part-time Employees.

#### 2. Base and Optional Programs

A. Subject to the MSU/Coalition Memorandum, the PPO and HMO shall continue to be offered to Employees. The University's contribution toward the cost of either program shall be the amount of the program having the lower rates in each plan year. This will be known as the base plan. In each of the aforementioned plan years, the cost of the base plan shall be paid by the University for full-time Employees and proportionately for part-time Employees (in accordance with the conditions for part-time Employees set forth below). Employees electing to enroll under a plan other than the base plan will receive the applicable University single, two-person or family base plan contribution toward the optional plan cost, with the difference, if any, payable by the Employee through payroll deduction.

#### B. Health Plan Contribution for Part-time Staff

(i.) Subject to the MSU/Coalition Memorandum, part-time staff will continue to receive a proportional University monthly contribution for

health insurance based on the single, two-person or family premium for the base plan, and the Employee will pay the remaining premium through payroll deduction.

(ii.) Employees who are employed by the University by 6/30/98, and who are or become part-time, will be eligible to apply for a special dispensation to the University part-time contribution, as defined in the MSU/Coalition Memorandum.

### 3. Coverage for Married Couples and Other Eligible Individuals

A married couple or Other Eligible Individual must elect one of the options contained in the MSU/Coalition Memorandum.

The foregoing options remain subject to otherwise applicable conditions and limitations regarding eligibility and proportional benefits.

-336 The University reserves the right to change health plan administrators, other than health maintenance organizations, to provide health care coverage for Employees in the unit. Other managed care options may be added by the Employer in addition to the traditional and HMO options currently offered. However, benefit levels now in effect shall not be reduced but may be improved.

-337 A. Employees should enroll within thirty (30) days of employment or within 30 days of an appointment to an eligible status or during annual open enrollment.

B. Employees eligible for MSU health care coverage are eligible to waive the MSU health care coverage each year during the annual health care plan open enrollment to be effective July 1 through June 30. Employees waiving coverage receive up to a \$600.00 payment made in the month of July of the next plan year. Reenrollment into the MSU health plan will be allowed during the year if proof of involuntary loss of other health care coverage is provided within thirty (30) days of loss of coverage. The individual would no longer be eligible for the full lump-sum payment, but would be paid for the waived coverage on a pro-rata basis as provided for on the MSU health care waiver form.

## **ARTICLE 45**

### **SAFETY**

-338 The University and the Association shall cooperate for the purposes of eliminating accidents and health hazards. The University shall make reasonable provisions for the safety and health of its Employees during their hours of employment. The University, the Association and the Employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters. The Employer and Association agree to meet on a quarterly basis when either party has identified specific agenda items.

**ARTICLE 46**

**SCOPE OF AGREEMENT**

-339 The provisions contained herein constitute the entire Agreement between the parties.

## **ARTICLE 47**

### **AGREEMENT**

-340 THIS AGREEMENT entered into on December 2, 2023, between the Board of Trustees of Michigan State University (hereinafter referred to as the "Employer") and the Michigan State University Administrative Professional Association, MEA/NEA (hereinafter referred to as the "APA" or "the Association").

-341 Whenever the words "University" or "Employer" appear in this Agreement, they shall mean Michigan State University.

-342 Whenever the words "APA" or "the Association" appear in this Agreement, it shall mean the Michigan State University Administrative Professional Association, MEA/NEA.

-343 The Association will furnish the Office of Employee Relations with the names of its Executive Board members and such changes as may occur from time to time with such personnel. The Employer will in return, keep the APA advised as to its representatives.

-344 No provision of this Agreement or any supplement thereto shall be waived or modified in any way unless such waiver or modification is agreed to in writing between the Employer and the APA.

-345 Throughout this Agreement, any reference made to gender shall be inclusive.

-346 For the purpose of this Agreement, it is expressly understood and agreed by the parties hereto that introductory titles or headings preceding the Articles set forth herein shall not be held to in any way affect the substance, meaning or intent of any of the terms or provisions of said Article(s) contained in this Agreement.

-347 If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board of competent jurisdiction, or if compliance with or enforcement of any provision should permanently be restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Association, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

## **TERMINATION AND MODIFICATION**

-348 This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 2027.

-349 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by the other party on sixty (60) days written notice prior to the current year's termination date.

-350 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective termination date of this Agreement. Any agreements 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.

-351 Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Association and if to the Employer, addressed to the Director of Employee Relations or to any such address as the Association or the Employer may make available to each other.

**EFFECTIVE DATE**

-352 This Agreement shall become effective October 1, 2023 or upon full ratification whichever is later. IN WITNESS WHEREOF, the parties have set their hands this.

**MICHIGAN STATE UNIVERSITY  
ADMINISTRATIVE PROFESSIONAL  
ASSOCIATION/MEA, NEA**

**MICHIGAN STATE UNIVERSITY**

\_\_\_\_\_  
Martin E. McDonough, President and Chairperson  
MSU APA/MEA/NEA

\_\_\_\_\_  
Theresa Woodruff, Interim President  
Michigan State University

\_\_\_\_\_  
Unaa Holiness  
MEA Uniserv Director

\_\_\_\_\_  
Christina Brogdon, Vice President and CHRO  
Human Resources

\_\_\_\_\_  
Darius Bradley  
Bargaining Team Member

\_\_\_\_\_  
Amy B. Holda, Interim Director  
Office of Employee Relations

\_\_\_\_\_  
Becky Jo Farrington  
Bargaining Team Member

\_\_\_\_\_  
Anna Strimpel, Sr Human Resources Professional I  
Office of Employee Relations

\_\_\_\_\_  
Sally Gatlin  
Bargaining Team Member

\_\_\_\_\_  
Suzanne Konkle, Sr Human Resources Professional I  
Office of Employee Relations

\_\_\_\_\_  
Karissa Chabot-Purchase  
Bargaining Team Member

\_\_\_\_\_  
Michelle Rutkowski, Service Manager V  
Infrastructure, Planning and Facilities

\_\_\_\_\_  
Nicole Proctor-Kanyama  
Bargaining Team Member

\_\_\_\_\_  
Charles Tobey, Administrator II/S  
SLE, Unit Human Resources

\_\_\_\_\_  
Patricia Hampton  
Bargaining Team Member

\_\_\_\_\_  
Cheleane Clerkley, Human Resources Manager  
Human Resources

---

Jamie Lynn Marks  
Bargaining Team Member- Alternate

---

Arica Terreros, Business Applications Analyst II/S  
Human Resources

---

Brian Mitchell  
Bargaining Team Member – Alternate

---

Karlita McClinton, Unit HR Admin II/S  
I.T. Services, VP and CIO\_\_\_\_\_

Gathering Signatures



## **APPENDIX I**

On and after October 1, 2023 the following Classifications are represented by the Michigan State University Administrative Professional Association.

<b>Classification</b>	<b>Pay Grade Level</b>
A N R Publication and Events Manager	14
Academic HR Assistant Director	15
Academic HR Records Coordinator	13
Academic Technology Coordinator	12
Accountant I	11
Accountant II	13
Administrative Assistant I	10
Administrative Assistant II	11
Administrative Assistant III	13
Administrative Associate I	14
Administrative Associate II	15
Administrative Business Analyst	11
Administrative Business Manager	14
Administrative Business Professional	12
Admissions Assistant Director	14
Admissions Counselor	12
Admissions Senior Counselor	13
Alumni and Donor Relations Coordinator	12
Alumni Programs Assistant Director	14
Alumni Programs Coordinator	12
Animal Care Program Research Liaison	12
Animal Care Program Research Liaison II	13
Architect Landscape I	10
Architect Landscape II	12
Architect Landscape III	14
Architect Landscape IV	15
Archival Assistant	11
Artist Level Piano Technician	13
Assistant Freedom of Information Officer	12
Assistant House Manager/Performing Arts	10
Assoc. Dir. for Planning & Prevent. Main	16
Associate Manager/Performing Arts	12
Asst Dir of Institutional Research	14

Asst Dir of OPB & Dir of Univ Planning	17
Athletic Administrative Coordinator	12
Athletic Equipment Coordinator	10
Athletic Equipment Coordinator II	12
Athletic Trainer I	12
Athletic Trainer II	13
Athletic Trainer III	14
Athletic Trainer/MSU Health Team	12
Auditor I	12
Auditor II	13
Auditor III	14
Auditor/Information Systems I	13
Auditor/Information Systems II	14
Automated Office Systems Coordinator	13
Banquet/Catering Manager	12
Biological Safety Officer	14
Biotechnologist I	11
Biotechnologist II	12
Biotechnologist III	13
Botanical Technologist II	11
Broad Art Museum Program Manager	13
Broadcasting Services Program Manager	14
Brook Lodge Chief Engineer	12
Building Automation Engineer	14
Building Automation Specialist	13
Building Automation Systems Analyst I	13
Building Automation Systems Analyst II	14
Building Automation Systems Tech I	11
Building Automation Systems Tech II	12
Building Performance Analyst I	11
Building Performance Analyst II	12
Building Performance Analyst III	13
Building Performance Analyst IV	14
Building Performance Engineer	14
Building Process Analyst	14
Business Applications Analyst I	12
Business Applications Analyst II	13
Business Applications Analyst III	14
Business Process Professional	12
Buyer	10
Campus Planner	16
Campus Sustainability Director	16
Capital Renewal Planning Manager	15
Cardiovascular Technologist I	10

Cardiovascular Technologist II	12
Care Manager I	12
Care Manager II	13
Career Information Coordinator	11
Career Services Assistant Director	14
Career Services Assistant Director/Res	15
Career Services Coordinator	12
Caretaker	8
Case Administrator I	11
Case Administrator II	12
Catering and Sales Coordinator	12
Chemical Spectroscopist	10
Chief Information Security Officer	16
Chief of Staff	16
Chief Real Estate Officer	16
Child Care Coordinator	10
CHM Security Manager	12
Civil Rights Investigator	13
Clery Act Compliance Coordinator	14
Clinic Coordinator I	10
Clinic Coordinator II	11
Clinical Research Coordinator I	11
Clinical Research Coordinator II	12
Clinical Research Coordinator III	13
Clinical Research Coverage Analyst	13
Clinical Research Informatics Tech I	11
Clinical Research Informatics Tech II	12
Clinical Research Informatics Tech III	13
Clinical Research Operations Admin	14
CLS Facilities Systems Coordinator	11
Collections Manager/Beal Bot Garden	13
Collections Manager/MSU Museum	12
College Alumni Coordinator	12
College Records Officer I	11
College Records Officer II	13
Communications Coordinator	10
Communications Manager I	12
Communications Manager II	14
Community Health Associate	12
Community Liaison Coordinator	12
Community Liaison Manager	15
Community Operations Coordinator I/RHS	10
Community Relations Administrator	13
Compliance Analyst I	12

Compliance Analyst II	13
Compliance and Policy Analyst	12
Compliance Assurance Analyst	12
Compliance Auditor	13
Conference Coordinator /Kellogg Bio Sta	10
Consortium Coordinator I	13
Consortium Coordinator II	14
Construction Contract Administrator	14
Construction Safety Manager	13
Contract & Grant/Sponsored Pgms Adm II	12
Contract & Grant/Sponsored Pgms Adm III	13
Contract & Grant/Sponsored Pgms Admin I	11
Core Facilities Officer	14
Counselor	12
Crime Analyst	12
Culinary Coordinator	11
Culinary Services Projects/Equip Coor	13
Culinary Services Sustainability Officer	12
Curator	12
Curator Assistant	11
Curriculum Administrator	13
Curriculum Assistant II	12
Curriculum Coordinator I	11
Curriculum Coordinator II	12
Cytogenetic Laboratory Technologist II	11
Data Analyst Coordinator I	11
Data Resource Analyst	13
Data Resource Analyst II	14
Data Resources Administrator	13
Data Security Analyst II	12
Data Security Officer	13
Database Analyst	13
Development Analyst	11
Development Assistant	10
Development Officer I	12
Development Officer II	14
Development Officer III	15
Dining Service Culinary Coordinator	12
Director of Multicultural Student Serv	16
Disability Resource Coor for Employees	13
Donor Recognition Coordinator	11
Editor II	11
Editor III	13
Editor/Graphic Designer	12

Educational Program Coordinator I	11
Educational Program Coordinator II	12
EEG Technologist	10
EIS Data Resources Administrator	15
Electron Microscopist I	10
Electron Microscopist II	11
Electron Microscopist III	13
Embalmer	10
Emp Assistance Counselor	13
EMPLOYEE ASSISTANCE PROGRAM DIRECTOR	17
Employee Relations Manager	15
Engineer/Architect I	11
Engineer/Architect II	12
Engineer/Architect III	14
Engineer/Architect IV	15
Engineering/Physicist Accelerator Assist	9
Engineering/Physicist Accelerator I	10
Engineering/Physicist Accelerator II	12
Engineering/Physicist Accelerator III	14
Engineering/Physicist Accelerator IV	15
Enrollment Services Coordinator	12
Enrollment Svcs Scholarship Coor	11
Environmental Compliance Officer	14
Environmental Health/Safety Inspector	12
Environmental Safety Manager	16
Equity Inclusion & Compl SR Analyst I	14
Equity Review Officer	14
Executive Assistant	12
Executive Chef	13
Executive Secretary II	10
Executive Sous Chef	12
Executive Staff Assistant	11
Executive Staff Asst To The President	12
Exhibitions Manager	12
Facilities Coordinator	12
Facilities Planning Space Mgmt Asst Dir	14
Facility Conference/Event Coordinator	12
Facility Manager	13
Faculty & Org Development Ast Director	14
Farm Assistant Manager	12
Farm Manager I	13
Farm Manager II	14
FERPA Compliance Officer	12
Field Career Services Coordinator	13

Finance Assistant Manager/Analyst	12
Finance Sr Asst Manager/Analyst	13
Financial Aid Assistant	10
Financial Aid Assistant Director	14
Financial Aid Officer I	11
Financial Aid Officer II	12
Financial Aid Officer III	13
Financial Analyst I	11
Financial Analyst II	13
Fire and Occupational Safety Inspector	13
FOIA Analyst	11
Football Operations Assistant Director	12
FRIB Chief of Staff	16
FRIB Construction Safety Manager	13
FRIB Export Control & Compliance Manager	15
FRIB Integration Engineer II	12
FRIB Integration Engineer III	14
FRIB Manufacturing Engineer	14
FRIB Material Handling Coordinator	12
FRIB Operations Accelerator Engineer I	10
FRIB Operations Accelerator Engineer II	12
FRIB Operations Accelerator Engineer III	14
FRIB Physical Security Manager	14
FRIB Project Controls Engineer I	12
FRIB Project Controls Engineer II	14
FRIB Project Controls Engineer III	15
FRIB Project Controls Scheduler	12
FRIB Project Coordinator I	10
FRIB Project Coordinator II	12
FRIB Quality Engineer II	12
FRIB Quality Engineer III	14
FRIB Sr Tech Contract Administrator	14
Genetic Laboratory Technologist	11
Genetics Counselor	13
Geological Preparator	11
Geospatial Analyst	12
Gift Planning Administrator	12
Golf Course Assistant Manager	10
Golf Course Operations Manager	12
Governmental Affairs Assistant	14
Governmental Affairs Research/Comms Ofcr	16
Graphic Artist I	9
Graphic Artist II	11
Graphic Artist III	12

Greenhouse Coordinator	10
Greenhouse Manager I	11
Greenhouse Manager II	12
Hazardous Materials Professional	12
Hazardous Materials Professional II	13
Hazardous Waste Coordinator	14
Health Care Coding Analyst	10
Health Care Compliance Analyst	11
Health Care Quality Project Coor I	13
Health Physicist I	12
Health Physicist II	13
Health Promotion Administrator	13
Horticulturist	12
HRPP Compliance Analyst	13
Human Research Liaison	12
Human Resources Analyst	12
Human Resources Development Coordinator	12
Human Resources Generalist	10
Human resource Manager	14
Human Resources Professional	11
Inclusion/Intercultural Initiative Coor	12
Industrial Hygienist I	12
Industrial Hygienist II	13
Info Management Developer/Analyst	13
Information Technologist I	12
Information Technologist II	13
Information Technologist III	14
Information Technologist IV	15
Information Technology Professional	11
Informational And Statistical Analyst	11
Informational and Statistical Analyst II	12
Inst Anml Care & Use Committee Admin I	11
Institn'l Animal Care & Use Comm Admin I	11
Institutional Equity Coordinator I	12
Institutional Review Board Admin I	11
Institutional Review Board Admin II	12
Institutional Review Board Admin III	13
Instruc Equipment and Supplies Tech I	10
Instruc Equipment and Supplies Tech II	12
Instructional Laboratory Coordinator	12
Instructional Multimedia Producer/Dir	12
Intellectual Property Administrator	12
Intellectual Property Officer	13
Interior Designer I	11

Interior Designer II	12
Interior Designer III	13
Interior Designer IV	14
International Credential Analyst I	12
International Credential Analyst II	13
International Student/Scholar Advisor I	12
International Student/Scholar Advisor II	13
Intramural Sports Assistant Director	14
Intramural Sports Coordinator	11
Investment Operations Analyst	12
Investment Operations Senior Analyst	13
IPF Sustainability Project Manager	14
Kellogg Center Senior Sales Manager	13
Laboratory Technologist	10
Laboratory Technologist/Leader	11
Land Management Associate Director	16
Language Learning Ctr Technology Coor	12
Law Clinic Manager	11
Law Enforcement Records Coordinator	10
Learning Experience Design Researcher	12
Library Assistant IV	11
Library Assistant V	13
Life Span & Family Services Coordinator	13
Management Analyst	14
Management Educ Ctr Operations Professional	12
Marketing & Sales Manager	14
Marketing and Sales Assistant	10
Marketing and Sales Coordinator	12
Master Scientific Glassblower	12
MAU Financial Officer	16
Meat Laboratory Assistant Manager	12
Medical Technologist I	10
Medical Technologist II	11
Microcomputer Hardware/Software Coor	11
MSU Health CARE Compliance Officer	14
Multicultural Center Coordinator	12
Multicultural Development Manager	15
Multimedia Coordinator	12
Neighborhood Administrative Coordinator	11
Night Manager	11
Night Receptionist Program Coor	12
Nutritionist	12
Occupational Safety Compliance Officer	14
Occupational Therapist I	12



Occupational Therapist II	13
OPB Assistant Budget Officer	14
Operations and Safety Coordinator	12
Operations Coordinator	10
Operations Forester	11
Optometrist	14
Parking Coordinator	11
Pesticide Coordinator	10
Pharmacist I	13
Physical Therapist I	12
Physicians Assistant	13
Planetarium Program Assistant	10
Planetarium Program Coordinator	13
Planned Giving Dev Officer II	14
Planner/Inspector/Analyst I	11
Planner/Inspector/Analyst II	13
Planner/Inspector/Analyst III	14
Police Social Worker	14
Preparator	11
Preservation & Research Education Mgr	12
Presidential Events Coordinator	13
Printing Technology Coordinator	13
Procurement Coor/Contract Admin II	13
Procurement Coor/Contract Admin I	11
Producer/Director of Photography	13
Producer/Host Radio I	12
Producer/Host Radio II	13
Producer/Host Talking Book	12
Production and Advertising Assistant	11
Production and Operations Manager	14
Production Manager	11
Programmer Analyst	11
Project Administrator	12
Project Manager	13
Project/Event Coordinator	11
Psychologist I	14
Pub Rel Asst Dir/Sports Information	15
Publications Design Coordinator	13
Purchasing Agent	12
Purchasing Agent/Supplier Diversity Coor	12
Quality & Risk Management Administrator	14
Quality and Compliance Coordinator	12
Quality Management Coordinator	13
Radiation Safety Officer	14

Radiation Therapist	12
Radio Station Program Manager	14
Real Estate Asset Administrator	15
Recording Production Technician II	12
Recruitment/Placement Asst Director	14
Regulatory Coordinator	10
Res Educ & Housing Services Outreach Ast	12
Res/Instruc Equipment Technologist I	10
Res/Instruc Equipment Technologist II	12
Research Administration Manager	14
Research Administrative Associate	15
Research Administrator I	11
Research Administrator II	12
Research Administrator III	13
Research Assistant I	11
Research Assistant II	12
Research Assistant III	13
Research Biocontainment Facility Engr	13
Research Coordinator	13
Research Integrity Coordinator	12
Research Law Librarian Assistant	11
Research Quality Assurance Officer	13
Residential Life/Ast Director II	15
Respiratory Therapist/Pulm Func Tech	11
Respondent Advisor	14
RHS Information Services Project Manager	13
RHS Planner/Inspector/Analyst/	13
RHS Strategic Initiatives Implement Mgr	16
RHS Sustainability Officer	14
Risk Management & Insurance Admin	14
Risk Management & Insurance Coordinator	13
Risk Mgmt and Insurance Analyst	12
Safety and Security Service Coordinator	12
Safety Technologist	11
Scientific Instrument Facil Coordinator	13
Senior Admin. Business Professional	13
Senior Civil Right Investigator	14
Senior Communications Manager	15
Senior Finance Office	17
Senior Human Resources Professional I	13
Senior Human Resources Professional II	14
Senior Photographer	12
Senior Purchasing Agent	14
Senior University Academic Event Planner	13

Sexual Assault Safety Program Coor	13
Shooting Range Events Ed/Safety Officer	12
Social Worker	12
Social Worker Assistant	11
Software Systems Engineer	14
Sous Chef	12
Space Management Coordinator	13
Speech Therapist I	12
Sports Facility Professional	10
Sports Operations Assistant	11
Sports Performance Professional	11
SR. Communications and Marketing Officer	15
SR. Learning EXP. Designer/Researcher	13
Sr. Marketing and Communications Officer	16
Staff Dentist	16
Staff Physician	16
Student Employment Coordinator	11
Student Life Assistant Director	14
Student Services Assistant I	10
Student Services Assistant II	12
Student Services Coordinator	14
Student-Athlete Coordinator	12
Study Abroad Program Administrator	13
Study Abroad Program Coordinator	12
Study Abroad Travel Security Admin	14
Supply Chain Analyst I	10
Supply Chain Analyst II	11
Supply Chain Analyst III	12
Supported Programs Analyst	12
Survivor Advocacy Coordinator I	12
Survivor Advocacy Coordinator II	13
Sustainability Manager	14
Systems Analyst I	12
Systems Analyst II	13
Systems Analyst III	14
Systems Designer	13
Systems Programmer I	11
Systems Programmer II	13
Systems Programmer III	14
Technical Buyer	12
Technical Services Assistant Engineer	12
Technical Writer	10
Telecomm Volunteer Program Coordinator	10
Telecommunications Operations Manager	13

**MICHIGAN STATE**  
**U N I V E R S I T Y**

Telemarketing Systems Coordinator	11
Television Assistant Program Manager	13
Television Producer/Director I	13
Television Producer/Director II	14
Ticket Office Assistant Manager	11
Ticket Office Associate Manager	12
Training Program Developer II	11
Training Program Developer III	12
Training Program Developer IV	13
Unit Human Resources Administrator I	12
Unit Human Resources Administrator II	13
Unit Human Resources Coordinator	10
Unit Information Systems Manager	14
Univ Acad Project/Event Administrator	12
Univ Research Corridor Program Mgr	14
University Artist	13
University Communications Asst Director	15
University Copyright Officer	12
University Curriculum Administrator	14
University Data Resource Assistant	12
University Data Resources Administrator	16
University Development Research Analyst	12
University Development Researcher I	10
University Development Researcher II	11
University Events Coordinator	13
University Housing Cable Channel Manager	13
University Licensing Assistant Manager	12
University Management Analyst	16
University Press Editor	11
University Security Operations Manager	14
User Experience Designer	13
Van Andel Res Institute Safety Manager	14
Veterinarian/Clinical	15
Veterinary Laboratory Technologist II	10
Videotape Producer/Director I	11
Videotape Producer/Director II	12
Visual Journalism Producer	11
Vocational Rehabilitation Counselor I	12
Waste Reduction Coordinator	12
Web Content Administrator	11

Letter of Agreement  
Between  
Michigan State University, The Employer  
And  
Administrative Professional Association, The Association

Re: Health Related Emergency

The following values and principles form the foundation for the assumptions and decisions involved in MSU's health related emergency planning, and they will continue to guide the University and Administrative Professional Association through the management of an extended health related emergency:

- Protection and preservation of life (human, animal and plant) and essential research.
- Protection and preservation of the ability of the University to continue/resume its core missions.
- Minimization to the disruption in people's lives that occur with health-related emergencies and treatment of students and Employees with concern for the impact such events have on individuals.
- Open and sustained communication with the Association, students, Employees, other constituent audiences and the general public about the University's responses to health-related emergencies.

In the event of a declared national, State of Michigan or Michigan State University health related emergency, with notification to the Association, temporary layoffs of up to thirty (30) working days in a contract year may be scheduled without application of the layoff procedure of the Agreement.

- A. The Union and Employer shall meet in Special Conference as soon as possible, but no later than forty-eight (48) hours following the declaration of the emergency, and in subsequent meetings as needed, to discuss the impact such emergency may have on the bargaining unit.
- B. During such temporary layoffs Employees may use accrued vacation leave, personal leave and/or compensatory time to cover any or all of the period of temporary layoff.
- C. Other than the variances described above, all layoff provisions of Article 16 shall apply during and following such a declared health related emergency.
- D. This agreement shall not be used for constructive discharge.



**Human Resources**

Employee Relations

Michigan State University  
1407 S. Harrison, Suite 240  
East Lansing, MI  
48823-5239

517-353-5510  
Fax: 517-353-3523  
www.hr.msu.edu

For the Employer

For the Association

\_\_\_\_\_  
Amy B. Holda, Interim Director  
Office of Employee Relations

\_\_\_\_\_  
Martin E. McDonough, President  
Administrative Professional Association

Date \_\_\_\_\_

Date \_\_\_\_\_

# MICHIGAN STATE UNIVERSITY

Letter of Agreement  
Between  
Michigan State University, The Employer  
And  
MSU Administrative Professional Association, The Association

Re: Merit Pay Guidelines

The parties agree that the following guidelines shall be followed when making merit increase allocation recommendations.

Merit increase allocation recommendations should be based on objective performance-related criteria as much as possible; however, subjective judgments will have to be made. Following are steps you may follow to enhance consistency.

## Step One

Consider each Employee's performance over the past year based on unit-designated criteria (made known to the Employee), including:

- Results achieved.
- Behaviors that relate to organizational success (e.g. teamwork, creativity, initiative, innovation – see Performance Development Program form for others).
- Overall productivity and work quality.



## Human Resources

Your conclusions about performance should have previously been discussed with Employees through the appraisal process or thereafter. Summarizing key performance results may be useful in merit pay discussions with unit administrators and Employees.

## Step Two

Where possible, group eligible staff into a few performance levels (e.g. exceptional, commendable, and competent) and construct a merit allocation guideline for the different performance levels. Merit allocation guidelines may be structured in a number of ways, including:

- Using percentages.
- Using flat dollar amounts.
- Recognizing performance/achievements of work teams.

## Step Three

Determine merit pay allocations. It is important to understand that, regardless of the approach used, actual allocations will not be based on a fixed formula, since numerous factors will affect merit allocations, including:

- The spread of performance levels in a unit.

## Employee Relations

Michigan State University  
1407 S. Harrison, Suite 240  
East Lansing, MI  
48823-5239

517-353-5510  
Fax: 517-353-3523  
www.hr.msu.edu

- Whether some exceptional Employees substantially exceeded performance expectations.
- The number of Employees in a unit.

The following should not be considered in determining merit pay:

- Eligibility for APL increases.
- Age, race, gender, handicap, etc.

#### Step Four

Communicate with Employees about the specific reasons for their merit allocations. Topics to discuss may include the performance criteria you used, key performance results, and any merit guidelines you used. This dialog should occur before distribution of the Salary Notification letter (and certainly before it is received in the Employee’s paycheck.)

Both the APA and the University place a high value on thorough communication about merit awards. The APA will monitor the merit program with regard to its effect on all members of the Association and will address questionable adjustments with Employee Relations.

Compliance with these guidelines shall be certified by the immediate supervisor and by anyone modifying the original recommendation on an individual Employee’s merit raise.

On an annual basis, by June 1, the University or the APA may initiate a joint review of the Merit Pay Guidelines. Changes to the Merit Pay Guidelines may be made with the mutual agreement of the parties, but in no circumstances may the changes be made later than August 1 of that year.

This Letter of Agreement shall expire on September 30, 2023.

For the Employer

For the Association

\_\_\_\_\_  
Amy B. Holda, Interim Director  
Office of Employee Relations

\_\_\_\_\_  
Martin E. McDonough, President  
Administrative Professional Association

Date \_\_\_\_\_

Date \_\_\_\_\_

# **MICHIGAN STATE UNIVERSITY**

Letter of Agreement  
Between  
Michigan State University, The Employer  
And  
MSU Administrative Professional Association, The Association

RE: Dental Care

The University is willing to meet for consideration to include discussions on improved or enhanced dental insurance into the Coalition of Labor Organizations at MSU/JHCC framework. It is understood that there is no obligation on the part of either the University or the Association to agree to include dental insurance into the Coalition of Labor Organizations at MSU/JHCC framework and that inclusion is subject to agreement by other members of the Coalition of Labor Organizations at MSU/JHCC.



FOR THE UNIVERSITY

FOR THE ASSOCIATION

## **Human Resources**

Employee Relations

\_\_\_\_\_  
Amy B. Holda, Interim Director  
Office of Employee Relations

\_\_\_\_\_  
Martin E. McDonough, President  
Administrative Professional Association

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Michigan State University  
Nisbet Building  
1407 S. Harrison, Suite 240  
East Lansing, MI  
48823-5239

517-353-5510  
Fax: 517-353-3523  
www.hr.msu.edu



Between  
Michigan State University, The Employer  
and  
Michigan State University Administrative Professional Association, The Association

Re: Parental Leave

The University shall provide Paid Parental Leave including the components below. Please see University policy for further details and procedures.

Eligibility

- Have been continuously employed with Michigan State University, on a full-time basis, for at least 24 consecutive months prior to commencement of the leave
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin



Be a full-time regular employee (part-time, temporary employees, and on call are not eligible for this benefit)

- Meet one of the following:
  - Be the parent of a newborn child and to care for the newborn child; or
  - Be the parent of a child under the age of 18, that is newly added to the household through adoption, legal guardianship, or foster care.

This policy applies to a child that is newly added to the household through adoption, guardianship, or foster care and not a child who is already a member of the household. MSU reserves the right to require documentation to justify a newly added child.

- An employee will not receive more than six (6) weeks of paid parental leave in any twelve-month period, regardless of whether more than one birth, adoption, guardianship, or foster placement occurs.
- In situations where the University employs both parents of a newborn/adopted child as eligible support staff, each may have the stated amount of paid parental leave under this policy. Parents employed in the same department or unit should plan the timing of their leaves in consultation with the chairperson, school director, manager, supervisor, or dean.

**Human Resources**

Employee Relations

Michigan State University  
1407 S. Harrison, Suite 240  
East Lansing, MI  
48823-5239

517-353-5510  
Fax: 517-353-3523  
www.hr.msu.edu

General Information

Time Frame and Compensation:

- Paid parental leave is compensated at 100 percent of the employee's regular, base pay. Paid parental leave will be paid on regularly scheduled payroll dates.
- Paid parental leave is intended to be taken as a single, continuous block of time.
- Paid parental leave shall be taken, and completed, within 12 months of the qualifying event.
- Paid parental leave must be used upon commencement of the leave, or for birthing parents, at the time of the birth. Other applicable quotas may be applied, following the paid parental leave, prior to the leave of absence becoming unpaid.
- Upon termination of the individual's employment at Michigan State University, she or he will not be paid for any unused paid parental leave for which she or he was eligible.



Coordination With Other Policies:

- Paid parental leave taken under this policy will run concurrently with leave under the Family and Medical Leave Act (FMLA); the time off will be counted toward the 12 weeks of available FMLA. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave, whether paid or unpaid, that is granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the family and medical leave policy for further guidance on the FMLA.

**Human Resources**

Employee Relations

Michigan State University  
1407 S. Harrison, Suite 240  
East Lansing, MI  
48823-5239

517-353-5510  
Fax: 517-353-3523  
www.hr.msu.edu

Upon a child's birth, the birthing parent must begin a qualifying medical leave of absence by using available paid parental leave. Once paid parental leave is exhausted, the birthing parents may then use sick quotas. If sick quotas are exhausted, it is optional to use vacation, personal, or personal observance quotas prior to becoming unpaid.

- If the birthing parent is placed on a medical leave of absence before the child's birth, then the birthing parent must begin a qualifying medical leave of absence by using available sick quotas. If sick quotas are exhausted, it is optional to use vacation, personal, and/or personal observance quotas prior to becoming unpaid, if the birthing parent has not yet given birth
  - If quotas are exhausted, and the birthing parent has given birth, then paid parental leave must be exhausted before beginning unpaid leave of absence.
- Per MSU's sick time policy, birthing parents could qualify for an additional four (4) weeks of maternity leave. Sick leave quotas may not be used to cover this time; the employee

# MICHIGAN STATE UNIVERSITY

may use vacation, personal, personal observance, or unpaid time. Please see the support staff sick time policy for further details.

- Upon a child's birth, non-birthing parents, must begin their leave of absence by using paid parental leave. Once parental leave is exhausted, they may use family sick quotas. If family sick is exhausted, it is optional to use vacation, personal, and/or personal observance quotas, prior to becoming unpaid.
- Upon placement of a child via either adoption, guardianship, or foster care, parent must begin their leave of absence by using paid parental leave. Once parental leave is exhausted, they may use family sick, vacation, personal, and /or personal observance quotas, prior to becoming unpaid.
- Michigan State University will maintain all employer paid benefits for which employees are eligible during the paid parental leave period Employees will remain responsible for any employee premiums, contributions, or other required costs.
- If a university holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.



## Human Resources

### Employee Relations

An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee were on FMLA-qualifying leave.

### Return To Work:

- MSU Human Resources or the department may require an employee to report periodically on his/her status and intent to return to work.
- An employee needs to notify MSU Human Resources in writing of return-to-work date at least two business days in advance but does not need to provide a note from health care provider.

FOR THE UNIVERSITY

FOR THE ASSOCIATION

\_\_\_\_\_  
Amy B. Holda, Interim Director  
Office of Employee Relations

\_\_\_\_\_  
Martin E. McDonough, Chairperson  
Administrative Professional Association

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MICHIGAN STATE  
UNIVERSITY**

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

**PAID TIME OFF DONATION BANK**

The Association and the Employer agree to meet during the term of this Agreement for purposes of research and discussion of a paid time off donation bank policy.

FOR THE UNIVERSITY



\_\_\_\_\_  
Amy B. Holda, Interim Director  
Office of Employee Relations

Date: \_\_\_\_\_

FOR THE ASSOCIATION

\_\_\_\_\_  
Martin E. McDonough, President  
Administrative Professional Association

Date: \_\_\_\_\_

**Human  
Resources**

Employee Relations

Michigan State University  
1407 S. Harrison, Suite 240  
East Lansing, MI  
48823-5239

517-353-5510  
Fax: 517-353-3523  
www.hr.msu.edu

ALPHABETICAL INDEX

Article		Page
	ABSENCE WITHOUT PAY (10 DAYS OR LESS)	56
	ABSENCE WITHOUT PAY INCLUDING LAYOFF (EXCEEDING 10 DAYS)	57
34	ACCIDENTAL DEATH AND DISMEMBERMENT PROGRAM	82
	ACCRUED VACATION LEAVE CARRYOVER	59
47	AGREEMENT	101
4	AID TO OTHER LABOR UNIONS	12
	APPENDIX I (CLASSIFICATIONS)	105-116
	ARBITRATION	28
	ARBITRATION/FINALITY OF DECISIONS	29
	ASSOCIATION CHAIRPERSON	15
5	ASSOCIATION MEMBERSHIP	13
6	ASSOCIATION RIGHTS	15
	AUTOMATIC PROGRESSION LEVEL	53
	BARGAINING TEAM	16
38	BASIC LIFE PLAN	86
31	BEREAVEMENT DAYS	80
	CALL-IN PAY	54
	CHECK-OFF	13
15	CLASSIFICATION/RECLASSIFICATION OF POSITIONS	35
	CLASSIFICATION (LISTING)	105
17	COMPENSATION PROGRAMS	51
	COMPENSATORY TIME	54
	COMPUTATION OF BACK WAGES	26
42	COURSE FEE COURTESY PROGRAM	93
	DEMOTION	32
35	DENTAL PLAN	83
	DISPUTES CONCERNING COMPLIANCE	14
	DUES/REVOICATION CARDS	14
	DUES/SERVICE FEE	13
41	EDUCATIONAL ASSISTANCE	89
	EFFECTIVE DATE OF THE AGREEMENT	101
36	EMPLOYEE PAID LIFE PLAN	84
7	EMPLOYMENT STATUS	17
	EXECUTIVE BOARD MEMBERS	15
37	EXTENDED DISABILITY LEAVE	85
14	FILLING VACANT POSITIONS	34
27	FLEXIBLE APPOINTMENTS	69
	FLEXIBLE EMPLOYMENT STATUS	17
	FLEXIBLE POSITIONS	70
	FRINGE BENEFITS/FLEX APPOINTMENTS	71

	FULL-TIME EQUIVALENT (FTE) SERVICE MONTHS	18
	FULL-TIME HOURS	18
	FULL-TIME/PART-TIME STATUS CONSIDERATIONS	64
	GENERAL INCREASE	51
	GRIEVANCE DEFINITION AND PROCEDURE	27
	ORAL STEP	28
	STEP 1	28
	STEP 2	28
	STEP 3	28
	STEP 4	28
	TIME LIMITS	26
	GRIEVANCE OFFICER	15,25
	HALF-TIME HOURS	18
44	HEALTH CARE COVERAGE	97
	HEALTH CARE CONTRIBUTIONS DURING RETIREMENT	20
	HEALTH CARE COVERAGE WAIVER	98
23	HOLIDAYS	62
	HOLIDAY PAY	62
	HOURS OF EMPLOYMENT	18
	HOURS WORKED RECORDS/FLEXIBLE APPOINTMENTS	73
	INTERIM EVALUATIONS	22
	INTERVIEWS – TIME OFF	34
29	JURY DUTY PAY	76
	LAYOFF TRANSITION ADJUSTMENT	49
19	LEAVE OF ABSENCE WITH PAY	56
20	LEAVE OF ABSENCE WITHOUT PAY	57
28	LONGEVITY PAY	74
39	LONG TERM DISABILITY PLAN	85
2	MANAGEMENT’S RIGHTS	8
3	MANAGEMENT SECURITY	11
26	MATERNITY LEAVE	68
	MERIT SALARY INCREASES	51
30	MILITARY DUTY PAY	66
25	MILITARY LEAVE OF ABSENCE	66
	MILITARY LEAVE OF ABSENCE (WITHOUT PAY)	66
	MILITARY LEAVE OF ABSENCE/LONGEVITY PAY	74
	MINIMUM HIRING RATES	52
	NONDISCRIMINATION	5
	NOTICE OF TERMINATION OF MODIFICATION (OF AGREEMENT)	102
	OFF-DATE EMPLOYMENT STATUS	17
11	OFFICIAL PERSONNEL DOCUMENT REVIEW	30
	ORAL STEP	27

	OVERTIME	54
32	OVERVIEW	80
	PARENTAL LEAVE	121-123
	PAYMENT SCHEDULE (LONGEVITY PAY)	74-75
12	PERFORMANCE EVALUATIONS	31
22	PERSONAL LEAVE DAYS	61
	PERSONNEL FOLDER	30
	PROBATIONARY PERIOD(S)	22
8	PROBATIONARY/TRIAL PERIOD	22
	PROFESSIONAL DEVELOPMENT COURSES	91-92
	PROMOTION	32
13	PROMOTION/DEMOTION	32
	PROPORTIONAL BENEFITS	18
	PURPOSE AND INTENT	5
	RECALL FROM LAYOFF	37
	RECALL RIGHTS	23, 38
1	RECOGNITION	6
16	REDUCTION IN FORCE	36
	REGULAR EMPLOYMENT STATUS	17
	RELEASE TIME/ASSOCIATION OFFICERS	15
	RELEASE TIME/EDUCATIONAL ASSISTANCE	89
	REPRIMAND, SUSPENSION OR DISCHARGE	26
33	RETIREE/OVER 65 LIFE PROGRAM	81
43	RETIREMENT PLAN	95
	REVOCATION CARDS	14
45	SAFETY	99
	SALARY PAYMENTS/FLEXIBLE APPOINTEES	73
	SALARY PROGRESSION PROGRAM	51
	SALARY SCHEDULES	53
46	SCOPE OF AGREEMENT	100
9	SENIORITY	24
	SERVICE FEES	13
	SERVICE MONTHS	18
10	SETTLEMENT OF DISPUTES	25
24	SICK LEAVE	63
	SICK LEAVE/COORDINATION WITH OTHER TYPES OF PAY OR BENEFITS	64
	SICK LEAVE PAYOUT	65
	SPECIAL CONFERENCES	29
18	SPECIAL PROVISIONS	54
	STANDBY PAY	54
	STATUS OF EMPLOYMENT	17
	STRIKES	11

	TABLE OF CONTENTS	3
	TEMPORARY EMPLOYMENT STATUS	17
	TERMINATION AND MODIFICATIONS (OF AGREEMENT)	102
	TERMINATION FOR FAILURE TO COMPLY	13
	TERMINATION OF LIMITATION	13
	TERMINATION OF PROBATIONARY/TRIAL PERIOD	23
	TERMS OF AGREEMENT	102
	THREE-QUARTER TIME HOURS	18
40	TRAVEL ACCIDENT PROGRAM	88
	TRIAL PERIOD	22
	TUITION WAIVER	90
	UNITS	38
	UNIVERSITY SENIORITY	24
	VACANT POSITIONS	34
	VACATION ACCRUAL	59
21	VACATION PAY	59
	VACATION USAGE REQUIREMENTS	59
	WAGE RATES	51-53
	WORKERS' COMPENSATION	59-60