

COLLECTIVE BARGAINING AGREEMENT

Between

MICHIGAN STATE UNIVERSITY

and

**MICHIGAN STATE UNIVERSITY
ADMINISTRATIVE-PROFESSIONAL
SUPERVISORS ASSOCIATION**

October 1, 2015 – September 30, 2019

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PURPOSE AND INTENT

-1 Both parties mutually agree that it is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment. It is further agreed that the parties will, at all times, abide by the terms and conditions hereinafter set forth and agreed upon.

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

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

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

ARTICLE 1

TERMS OF AGREEMENT

AGREEMENT

-5 THIS AGREEMENT, entered into this 30th day of September, 2015, is effective October 1, 2015, between the Board of Trustees of Michigan State University (hereinafter referred to as the "Employer") and the Michigan State University Administrative Professional Supervisors Association (hereinafter referred to as the "Association" or "APSA").

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

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

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

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

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

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

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

SUCCESSOR NEGOTIATIONS

-13 This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 2019.

-14 Notice to modify, alter, amend, renegotiate or change, or any combination thereof, the provisions of this Agreement shall be given no later than sixty (60) days nor earlier than one hundred eighty (180) days prior to the expiration of the Agreement. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Association and if to the Employer, addressed to the Director of Employee Relations or to any such address as the Association or Employer may make available to each other.

EFFECTIVE DATE

-15 Except as specifically stated, this Agreement shall become effective on October 1, 2015.

-16 IN WITNESS WHEREOF, by affixing their signatures below, the individuals signing this Agreement certify that they possess the necessary authority to legally bind and commit their respective party to the terms and conditions as set forth in it and have, therefore, set their hands this 30th day of September, 2015.

**MICHIGAN STATE UNIVERSITY
ADMINISTRATIVE PROFESSIONAL
SUPERVISORS ASSOCIATION**

MICHIGAN STATE UNIVERSITY

Jose Martin Garza
MSU APSA President

Dr. Satish Udpa
Executive Vice President Administrative Services

Dan Chegidden
Vice President for Contract Negotiations

Sharon Butler
Assistant Vice President of Human Resources

Karla Bauer

James D. Nash
Director of Employee Relations

Gregory Harris

Katheryn L. Elliott
Employee Relations Manager

Michelle Keller

Amy B. Holda
Employee Relations Manager

Paul Kuchek

Michelle Rutkowski
Employee Relations Professional

Michelle Pell

Daniel Bollman
Assistant Vice President for Strategic
Infrastructure, Planning and Facilities

Jennifer Roberts
Assistant Human Resources Manager
Residential and Hospitality Services

Robert McCurdy
Chief Information Security Office
Information Technology Services

Fred Sudler
Director of University Systems
Information Technology Services

R. Sam Larson, PhD
Assistant Dean, Operations and Finance
College of Education

ARTICLE 2

DEFINITIONS

EMPLOYMENT STATUS

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

STATUS OF EMPLOYMENT

-18

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

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

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

Off-Date: At the time of appointment to the position an estimated ending or "off-date" is given. This ending date is the latest date the Employee is intended to work. It may be extended by written mutual agreement.

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

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

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

HOURS OF EMPLOYMENT STATUS

- 19
- A. Full-time Employee - An Employee who regularly works from thirty-six (36) hours to forty (40) hours per week.
 - B. Three-Quarter-Time Employee - An Employee who regularly works twenty-six (26) hours but less than thirty-six (36) hours per week. (Flex-Time: Type 2 if thirty (30) - thirty-five (35) hours per week.)
 - C. Half-Time Employee - An Employee who regularly works twenty (20) hours but less than twenty-six (26) hours per week.
 - D. Full-time Employees who are involuntarily reduced to eighty-nine (89%) percent time or less shall have bypass rights to vacant lateral or lower level positions. The employing unit will determine, by interview, if the Employee seeking bypass possesses the qualifications and ability to fill the vacant position.

FULL-TIME EQUIVALENT (FTE) SERVICES MONTHS

- E. Full-time equivalent (FTE) service months is defined as the cumulative full-time equivalent (FTE) months of service for University employment of 50.0% or greater. FTE service months will be used in determining eligibility for University benefits which require a service waiting period.
- F. FTE service months will be credited each month as follows:
 - a) 1.00 credit per month for full-time (90% - 100%) Employees
 - b) .75 credit per month for 3/4 time (65% - 89.9%) Employees
 - c) .50 credit per month for 1/2 time (50% - 64.9%) Employees
- G. 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.
- H. 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.
- I. An official retiree requires a minimum of 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, may 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, position, and date of hire. In addition, official retirees may be eligible to participate in other University sponsored benefits.

1. If an Employee whose most recent hire date is prior to July 1, 2010 retires with fifteen (15) or more years of service and is at least age sixty-two (62), the following FTE service month ranges will determine his/her health, prescription drug coverage and dental contribution level during retirement.

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

2. If an Employee whose most recent hire date is prior to July 1, 2010 retires with twenty-five (25) or more years of service at any age, the following FTE service month ranges will determine his/her health, prescription drug coverage and dental contribution level during retirement.

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

J. 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.

Employee whose most recent hire date is prior to 7/01/02	University contribution toward the premium will apply to the lowest cost MSU health, prescription, and dental coverage for the retiree, spouse, and eligible dependents.
Employee whose most recent hire date is on or after 7/01/02 and prior to 7/01/10	University contribution toward the premium will apply to the lowest cost MSU 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.
Employee whose most recent hire date is on or after 7/01/10	The retiree may elect to continue coverage for the retiree, spouse, and eligible dependents by paying the applicable premium.

K. Other Eligible Individual (OEI):

Continuation of health 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.

PROPORTIONAL BENEFITS

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

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

DEFINITION OF TERMS

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

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

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

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

-25 Layoff - an involuntary separation from active employment due to lack of funds, lack of work, and/or other cause.

ARTICLE 3

MANAGEMENT RIGHTS AND SECURITY

MANAGEMENT RIGHTS

-26 Except as provided in this Agreement, nothing contained in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management. Such regular and customary functions include, but are not limited to, the right to hire, promote, transfer, and layoff because of lack of funds, lack of work and/or other cause; discipline, suspend and discharge for just cause; decide the work to be performed, the number and location of Employees and units; determine the methods, schedules and means of conducting activities; and promulgate policies, procedures, rules and regulations for the orderly and efficient operation of the University. 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.

MANAGEMENT SECURITY

-27 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.

-28 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.

-29 The Association and its officials will not cause, support, or condone, nor shall any Employee or Employees take part in any action against or any interference with the operations of the University during the term of this Agreement.

ARTICLE 4

ASSOCIATION RECOGNITION

RECOGNITION

-30 Pursuant to and in accordance with all applicable Provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Michigan State University Administrative Professional Supervisors Association as the exclusive collective bargaining representative for those Employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

CERTIFIED AND/OR RECOGNITION OF THE ASSOCIATION

-31 On April 4, 1978, the Michigan State University Supervisors Association was certified by the Michigan Employment Relations Commission in Case No. R77 F-350, as the representative for all supervisory Employees excluding teaching Employees, members of the bargaining unit represented by the Michigan State University Administrative Professional Association, students and all other Employees of Michigan State University.

On April 16, 1985, The Michigan State University Administrative Professional Supervisors Association was certified by the Michigan Employment Relations Commission in Case No. R84 H-208 as the exclusive representative for all Supervisory Administrative-Professional Employees including within that unit the following:

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

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

On April 30, 2009, the parties mutually agreed that the Employer would voluntarily recognize Administrative Professional Supervisors Association as the representative for all regular, administrative and professional Employees serving in a supervisory capacity who work at the Grand Rapids, Michigan, College of Human Medicine Headquarters.

On April 30, 2009, as a material part of the above voluntary recognition the parties agreed further that:

To the extent legally permissible, MSU will voluntarily recognize APSA in the future when campus-based headquarters of APSA represented groups are relocated to other areas outside of the geographic boundaries of the contract. In return APSA agrees to exclude non-represented Employees working outside of the contractual geographic boundaries in the following areas from

future requests including, but not limited to, voluntary recognition, unit clarification and accretion:

- a. Non-campus based, statewide operations (specifically College of Agriculture and Natural Resources, Experiment Station, Extension Service, Outreach & Engagement, mentoring and research);
- b. Brook Lodge;
- c. Kellogg Biological Station/Hidden Lake Gardens;
- d. Bioeconomy Institute (Holland Pfizer facility);
- e. Non-campus based Medical or Clinical operations which are engaged in the direct provision of medical services;
- f. Management Education Center.

On August 25, 2009, Michigan State University and the Administrative Professional Supervisors Association signed agreements to voluntarily recognize Employees who work at the College of Osteopathic Medicine satellite locations of Detroit Medical Center and Macomb Community College's University Center and any other satellite locations not previously excluded.

On January 1, 2015, Michigan State University and the Administrative Professional Supervisors Association signed an agreement to voluntarily recognize Employees who work at the Flint, Michigan, College of Human Medicine location.

On May 31, 2011, the Michigan Employment Relations Commission certified the MSU Administrative Professional Supervisors Association in Case No. R11 C-028 as the exclusive representative for all Employees in such unit described as:

All regular, full-time sworn Employees of the Michigan State University Police Department whose positions are classified as Sergeants.

Excluding:

All other Employees in this Department are excluded from recognition in this bargaining unit such as Employees in positions classified as Director, Police Officers, crossing guard, student clerical personnel and full-time parking enforcement personnel.

ARTICLE 5

ASSOCIATION RIGHTS

RIGHTS

-32 All Employees and regular members of the Association and the lawful representative of the Association shall have the right to engage in any lawful concerted action or activities for the purpose of collective bargaining or for the mutual aid and protection of the Association and its members.

-33 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.

-34 The Association President shall have the right to enforce the provisions of this Agreement. Grievances may be filed on behalf of an individual Employee by the Association President unless the Employee indicates that a grievance shall not be filed on his/her behalf.

-35 The parties are mutually committed to promoting respect, civility, teamwork and empowerment in the work place.

-36 The Employer shall continue to provide the Association necessary and relevant information to enable the Association to conduct its daily business as it has in the past.

RULES AND REGULATIONS

-37 The Employer shall have the right to adopt reasonable rules and regulations not inconsistent herewith. If after transmittal to the Association President of rules and regulations, and the Association has not processed a grievance alleging unreasonableness within fourteen (14) calendar days after receipt, the rules and regulations shall no longer be grievable. Thereafter, grievances related to rules and regulations shall be limited to their enforcement and penalties resulting therefrom.

NO DISCRIMINATION

-38 There shall be no discrimination against any Employee because of his/her duties as an Association official, representative or committee member.

BARGAINING UNIT WORK

-39 The Employer agrees that bargaining unit work will not be eliminated for the purpose of undermining the Association.

RELEASE TIME

-40 For the purpose of release time, the number of Executive Board Officers may not exceed fifteen (15). The total aggregate number of working hours of release time for these Employees shall not exceed thirty (30) hours per month, excluding time afforded Grievance Officer and President. The Office of Employee Relations must receive notice of individuals and release time to be used at least five (5) working days in advance, excluding the Grievance Officer and President.

Separate and apart from the release time stated in the paragraph immediately above, the Treasurer shall be authorized up to a total of three (3) hours per week paid release time to carry out the responsibilities of his/her office. These hours will not accumulate from week to week.

-41 Within one month of a new Employee's hire date, fifteen (15) minutes of release time will be made available for the new Employee and a designee of the Association to meet. Such meeting shall be scheduled with the new Employee's supervisor with forty-eight (48) hours notice. The Employee has the right to not participate in such meeting.

ASSOCIATION PRESIDENT

-42 The Association President shall normally be released from his/her regular work assignment without loss of time, pay or other benefits:

-43 Such time off shall not exceed thirty (30) hours per week except with the specific approval of the Employer.

ASSOCIATION REPRESENTATIVE

-44 The Employer agrees that accredited representatives of the Association shall have reasonable access to the premises of the Employer during regular business hours to conduct Association business. Such representatives shall give advanced notice of their presence to the supervisor concerned and such visits shall not be disruptive of the Employer's operation.

ELECTION COMMITTEE

-45 The Employer will agree that, if requested by the Association, four (4) members of the Association election committee shall be allowed time off with pay from their regularly assigned duties for the purpose of conducting regularly scheduled Association elections on the day of the election.

-46 The Employer agrees that requests by the Association to allow members time off with pay for the purpose of conducting regularly scheduled Association elections will be handled on an ad hoc basis.

BARGAINING COMMITTEE

-47 The bargaining committee of the Association will include not more than seven (7) bargaining unit members and two (2) alternate members employed by the University. It may also include non-employed representatives of the Association, not more than two (2) in number. The Association will give to the Employer, in writing, the names of its Employee representatives on the bargaining committee at least sixty (60) days prior to the expiration date of this Agreement.

LOST TIME

-48 Employee members of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committee member.

ARTICLE 6

ASSOCIATION SECURITY

MEMBERSHIP

-49 Employees in the bargaining unit may voluntarily elect to tender Association dues to the Association as set forth in the Bylaws of the Michigan State University Administrative Professional Supervisors Association.

CHECK-OFF

-50 The Employer, at the time of hire, rehire, reinstatement or transfer of an Employee into the bargaining unit, shall apprise the prospective member of these provisions and shall present to him/her an application for membership and an authorization for checkoff of dues, such form to be provided by the Association, approved by the Employer, and in effect as of October 1, 2015.

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

-51 The Employer agrees to deduct membership dues or service fees from the pay of each Employee who executes or has executed the authorization for checkoff of dues.

-52 The initial deduction for any Employee shall not begin unless the authorization for checkoff of dues and the certified amount of dues, as provided by the APSA Financial Officer, have been delivered to the Employer's payroll department at least fifteen (15) calendar days prior to the effective pay day.

-53 All monies deducted by the Employer shall be remitted to the APSA financial officer once each month by the twentieth (20th) calendar day of the month following the month in which deductions were made together with a list of current Employees showing the amount of Association dues or service fees deducted from each Employee.

-54 In cases where a deduction was made which duplicates a payment already made to APSA by an Employee, or not in accordance with the Bylaws of the Michigan State University Administrative Professional Supervisors Association or where a deduction is not in conformity with the statutes made and provided, refunds to the Employee shall be made by the APSA or the Employer, whichever is applicable.

-55 The Employer shall not be liable to APSA, by reason of Paragraph 51 of this Article, for the remittance or payment of any sum other than that constituting actual deduction made from the pay earned by the Employee.

-56 The Employer shall not, during the life of this Agreement, deduct dues from Employees in this bargaining unit for any organization other than the Association without APSA's written permission.

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

DISPUTES CONCERNING COMPLIANCE

-58 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.

REVOCAION CARDS

-59 An Employee may revoke his/her voluntary checkoff authorization at any time by submitting notice on an authorized form to the Employer's Payroll Office. Such forms shall be processed within 30 (thirty) days of receipt. The Employer will notify the Association monthly of the names of Employees who leave or transfer out of the bargaining unit.

AID TO OTHER LABOR ORGANIZATIONS

-60 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.

OTHER AGREEMENTS

-61 The Employer shall not enter into any other agreements with Employees in this bargaining unit, individually or collectively which in any way conflicts with the Provisions hereof.

ARTICLE 7

SETTLEMENT OF DISPUTES

EMPLOYEE RIGHTS

-62 At any hearing, conference or meeting which may result in disciplinary action to an Employee in the bargaining unit, the Employee may and is encouraged to request the presence of an Association representative. The employing department must, if requested by the Employee, allow sufficient time for the Employee to arrange to have Association representation.

-63 An Employee has the right to be informed prior to the investigatory interview of the subject matter of the interview.

-64 An Employee is entitled to a pre-interview conference with his/her Association representative.

-65 The parties agree that any individual Employee at any time may present grievances to the Employer and have the grievances adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Collective Bargaining Agreement now in effect, providing that the Association has been given the opportunity to be present at such adjustment.

GRIEVANCE COMMITTEE

-66 Grievances may be handled by Association representatives in the processing or hearing of any grievance not to exceed three (3) persons, excluding the aggrieved Employee. Representatives of the Association engaged in processing or hearing any grievance during regular scheduled working hours shall be paid for such time lost at the regular rate of pay, but in no event will more than three (3) representatives of the Association be paid for participation in any one session.

-67 The Association Grievance Officer may represent the Employee at all steps of the grievance procedure.

-68 The Association Grievance Officer shall be allowed time off without loss of pay, to investigate grievance(s) to be discussed or which have been discussed with the Employer upon having received permission from his/her supervisor to do so. The Association shall notify the Employer as to the name of its Grievance Officer.

-69 An alternative Grievance Officer shall be designated by the Association to act in the absence of the Grievance Officer.

-70 The Grievance Officer shall continue on the assigned duty during the term of office.

TIME LIMITS

-71 When reference to calendar days is made in this Article, holidays shall not be considered in these time periods. Time limits set forth in this grievance procedure shall be strictly adhered to unless such time shall be extended by mutual written agreement of the parties.

WAIVER OF GRIEVANCE STEPS

-72 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.

-73 If the Employer fails to schedule a meeting or answer the grievance within the designated time limits, the grievance may be appealed to the next step of this grievance procedure within ten (10) calendar days of the date of the expiration of the applicable time limit.

-74 If a grievance is not appealed within fourteen (14) calendar days after (1) receipt of the previous step answer, (2) failure to schedule a meeting, or (3) failure to answer the grievance, the grievance shall be considered settled on the basis of the Employer's last answer and not be subject to further review.

COMPUTATION OF BACK WAGES

-75 No claim for back wages shall exceed the amount of salary the Employee would otherwise have earned at his/her regular rate, including offsets for unemployment compensation, workers' compensation and any wages earned.

REPRIMAND, SUSPENSION OR DISCHARGE

-76 In the event an Employee is disciplined or discharged, copies shall be given to the Employee and mailed to the Association at the time it is given to the Employee and a copy placed in the Employee's official personnel folder. Such notice shall be specific and outline the reasons for the disciplinary action or discharge. The Employer promotes a policy of progressive discipline; i.e., discipline shall gradually increase depending on the severity and/or frequency of the infractions. Normally, disciplinary action begins with a verbal warning for the first offense and culminates with discharge only after repeated attempts to correct the Employee's behavior have failed. Serious infractions may warrant the immediate imposition of a written reprimand, suspension or discharge, as appropriate.

-77 The affected Employee will be allowed to discuss his/her disciplinary action with an Association representative, and the Employer will make available an area where he/she may do so if he/she is required to leave the premises.

-78 In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously if there has been no further disciplinary action taken during that time.

GRIEVANCES CONCERNING DISCIPLINE

-79 Should the disciplinary action or discharge be considered without just cause, it shall be appealed as a grievance within fourteen (14) calendar days after written notification of the discipline is received by the affected Employee and the Association. A grievance over a written letter of reprimand shall be submitted at Step 2 of the grievance procedure; whereas, all other disciplines shall be submitted at Step 3. Failure to submit a written grievance within the time limits shall constitute a waiver of all claims concerning such disciplinary action or discharge.

GRIEVANCE DEFINITION AND PROCEDURE

DEFINITION OF GRIEVANCE

-80 A grievance shall be defined as a dispute, reduced to writing, concerning the interpretation, application and alleged violation of any of the terms of this Agreement.

-81 Any Employee having a dispute over the interpretation or application of the terms of this Agreement, shall present it to the Employer in a manner following.

GROUP GRIEVANCE

-82 A group grievance shall be only one in which the fact(s) in question and the provisions of the Agreement alleged to be violated are the same as they relate to all Employees in the identified group. In the event that Employees have a group grievance, the Grievance Officer shall submit the grievance on behalf of all affected Employees. When the affected group is contained within one department, college, or division, the grievance shall be initiated at Step 2 of the grievance procedure. Any other group grievance shall begin at Step 3.

ASSOCIATION ASSISTANCE

-83 At each step of the grievance procedure, the Employee may request the presence of the Association Grievance Officer.

ORAL STEP

-84 If an Employee believes he/she has a problem in connection with his/her employment, he/she shall discuss it with his/her immediate supervisor.

FORMAL GRIEVANCE PROCEDURE

STEP 1

-85 If the problem is not resolved, the grievance must be reduced to writing and presented to the immediate supervisor within fourteen (14) calendar days after its alleged occurrence in order to be a proper matter for the grievance procedure. The grievance shall be dated and signed by the aggrieved Employee and the Grievance Officer, and shall set forth the facts, including the dates and provisions of this Agreement that are alleged to have been violated, and the remedy desired. The grievance shall not be considered submitted until the immediate supervisor receives the written grievance. The immediate supervisor will schedule a meeting with the grievant and the Grievance Officer, if requested by the Employee, within seven (7) calendar days from the day the written grievance was received. The immediate supervisor will then answer the grievance in writing within seven (7) calendar days from the meeting at which the grievance was discussed.

STEP 2

-86 Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the administrative head or designee within fourteen (14) calendar days of the receipt of the written decision of the immediate supervisor. The appeal shall state the reason(s) why the decision of the immediate supervisor was not satisfactory. The grievance shall not be considered appealed until the administrative head or designee receives it, dates it and returns a copy to the presenter. The administrative head or designee shall schedule a meeting within fourteen (14) calendar days with the grievant, the Grievance Officer if requested, and representatives designated by the Employer to discuss the grievance. The administrative head or designee shall then give a decision in writing to the presenter within fourteen (14) calendar days of the meeting.

STEP 3

-87 If the answer from the administrative head or designee is not satisfactory, the Association shall submit an appeal within fourteen (14) calendar days of the receipt of the Step 2 answer to the Director of Employee Relations or designee, indicating the reasons why the written answer of the administrative head or designee was unsatisfactory. The Office of Employee Relations will schedule a meeting between no more than three (3) representatives of the Association, excluding the grievant, and three (3) representatives of the Employer within seven (7) calendar days from the date the appeal is received to discuss the grievance. The Office of Employee Relations will then answer the grievance in writing within ten (10) calendar days from the date of the meeting at which the grievance was discussed.

ARBITRATION

STEP 4

-88 If the Office of Employee Relations' answer is unacceptable, settlement may be determined by a decision of an arbitrator selected by the parties. The Association will notify the Office of Employee Relations within twenty-one (21) calendar days after the receipt of the Step 3 answer if the Association wishes to appeal the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association (AAA) with a copy to the Office of Employee Relations.

The fees and approved expenses of an arbitrator will be borne equally by the University and the Association.

The rules of the AAA shall apply to all arbitration hearings.

The use of a court reporter will be permitted at the request of either party. A copy of the transcript will be provided without cost to the party not requesting the court reporter.

ARBITRATOR'S POWERS

-89 The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement nor shall he/she substitute his/her discretion for that of the Employer or the Association where such discretion has been retained by the Employer or the Association, nor shall he/she exercise any responsibility or function of the Employer or the Association. Where either party challenges the jurisdiction of the arbitrator, the hearing will be held to determine whether the arbitrator does have jurisdiction before the hearing can be held on the merits.

-90 The arbitrator shall have no authority to establish wage and salary scales, to change any wage or salary rate, or change classification descriptions except as otherwise provided in this Agreement.

EXCLUDED FROM ARBITRATION

-91 Excluded from arbitration are disputes and unresolved grievances concerning merit increase decisions and those matters provided for in provisions on probationary Employees, and filling vacant positions.

FINALITY OF DECISIONS

-92 The arbitrator's decision shall be final and binding upon the Association and its members, the Employee or Employees involved and the Employer, provided however, either party retains all legal rights to challenge arbitration decisions thereof where such action is beyond the power of the arbitrator or where the award was procured by fraud, misconduct or unlawful means.

SPECIAL CONFERENCES

-93 The Employer and the Association agree to meet and confer upon the call of either party. Each party shall be represented by not more than four (4) persons at special conferences.

-94 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.

-95 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.

ASSOCIATION-EMPLOYER MEETINGS

-96 The Employer and the Association shall meet and confer through their respective committees (four [4] representatives of the Employer and four [4] representatives of the Association) on at least a quarterly basis to deal with matters of mutual interest, such as but not limited to, grievances, merit pay allotments, hours of employment, conditions of work, and quality of work life to increase job satisfaction, problem-solving and decision making.

-97 The parties shall present an agenda to each other at least two (2) weeks in advance of the meetings and official minutes of the meetings inclusive of agreements and items addressed will be kept and distributed to the committee members. Emergency items may be added at the request of either party.

MEDICAL DISPUTES

-98 In the event of a dispute involving any Employee's ability to perform his/her job at the University when the Employee is not satisfied with the determination of the University's physician, he/she may submit a report from a medical doctor of his/her own choosing and at his/her own expense. If the dispute still exists, at the request of the Association, the University's physician and the Employee's doctor shall agree upon a third medical doctor to submit a report to the Employer and the Employee, and the decision of such third party will be binding on both parties. The expenses of the report of the third party shall be shared equally by the Employer and the Employee.

ARTICLE 8

FLEXIBLE APPOINTMENTS

DEFINITION

-99 A flexible appointment is a voluntary commitment by a staff member to a specific schedule of work. Flexible appointments are appointments which provide between 75% and 92% time equivalent salary over a calendar year, with some benefit coverages equivalent to full-time appointments. Flexible appointments are subject to approval by MSU Human Resources.

-100 There are two types of flexible appointments:

Type 1: Full-time active employment for nine (9), ten (10), or eleven (11) months per year with a prescheduled unpaid leave of absence with benefits ("flex-leave") during the remaining month(s). The Employee's position is held for his/her return at the end of the flex-leave, subject to the position being eliminated and the provisions of the Layoff-Reduction in Force as applicable.

Type 2: 75%-89% scheduled time active employment over the entire calendar year with a part-time equivalent salary. As with any bargaining unit position, job demands may require work outside (overtime pay may be granted in accordance with the overtime provision) and in addition to those of the regularly scheduled flexible schedule.

-101 Where a Type 1 flexible appointment includes a leave with benefits, the Employee's position is held for his/her return at the end of the flex-leave, subject to the conditions specified below.

-102 The objective of flex-year appointments is to achieve budget flexibility where departmental functions can be accomplished with 75% employment, through a combination of benefits and other incentives.

-103 Departments identify positions for flexible appointments. Regular Employees, and persons to be employed in those pre-identified positions, may agree to be placed in flexible appointments. Employees desiring flexible appointments, but whose positions are necessarily full-time may apply for transfers to flexible appointments, subject to relevant policies. When a department desires to change a position from full-time to a flexible appointment and the incumbent does not volunteer for that status, reduction in force procedures may be initiated to achieve the reduction within the department. If a flexible appointment position is subsequently eliminated, reduction in force procedures will be initiated. Employees with flexible appointments who later desire a change in appointment may apply for other positions as they become available.

GENERAL PROVISIONS

FLEXIBLE POSITIONS

-104 The department administrator shall identify the positions appropriate for flexible appointments, and, if specific duties are to be eliminated, indicate in writing the duties of such positions which are to be eliminated. This designation must be approved by the Director of Human Resources, after receiving Employee input.

-105 Once a position is officially designated as flexible, only flexible appointments are acceptable.

-106 A flexible position shall maintain that designation until the departmental administrator acts to designate it otherwise by submitting the appropriate form for the approval of MSU Human Resources.

FLEXIBLE APPOINTMENTS

-107 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.

-108 A flexible appointment must be arranged in advance with an Employee, and approved by the departmental administrator and the MSU Human Resources.

-109 All flexible appointments will annually provide a minimum of 1,560 hours of scheduled work (subject to necessary reductions in force).

-110 A flexible appointee's FTE salary is the amount that would be paid if an entire year was worked full-time (e.g., \$1,000/month x 12 months = \$12,000). The base salary is the actual expected pay during the year. For example, if the FTE salary is \$12,000, base salary at 75% would be:

Type 1: $\$1,000 \times 9 \text{ months} = \$9,000$

Type 2: $\$750 \times 12 \text{ months} = \$9,000$

-111 Flexible appointees are regular Employees.

-112 Leaves with benefits may be established for periods of one (1) month or more, up to a maximum of three (3) months (in increments of one (1) month).

-113 Leaves with benefits are only those that are prearranged as part of an approved flexible appointment.

-114 No Unemployment Compensation is paid during a leave with benefits. (Inasmuch as appointees on flex-leave have neither been laid off nor terminated but are on a mutually agreed upon leave of absence, they are ineligible for Unemployment Compensation. If Unemployment Compensation is sought by the Employee, the leave with benefits is voided and the Employee shall be placed on layoff status, without application of reduction in force provisions).

-115 If the flexible appointment converts to a full-time status, the Employee will receive an appropriate salary adjustment.

-116 Employees volunteering for flex-leaves must sign the PAN form signifying the voluntary concurrence with their change in status. This action is subject to the review and approval MSU Human Resources.

FRINGE BENEFITS

-117 A flexible appointee's benefit eligibility during active flexible status and unpaid flex-leave is as follows:

Benefits Programs. Flexible appointees:

Receive the full University contribution toward health care coverage.

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

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

-118 Educational Assistance is available, subject to all other eligibility requirements. However, Type 1 flexible appointees will be allowed to "bank" educational assistance for use during non-work flex-leave periods for six (6) classes up to fourteen (14) credits per MSU academic year.

-119 Personal Leave Days will be credited on a proportionate basis, i.e.: three-quarter (3/4) time service (either Type 1 or 2 Flex) will receive up to eighteen (18) hours in credits each year according to the Personal Leave Days schedule.

-120 Full service credit is given toward retirement, benefits eligibility waiting periods, and vacation service months.

-121 Paid leave accruals are proportionate, and are accrued as follows:

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

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

-122 University contribution to the MSU 403(b) Base Retirement Program and Social Security. (Subject to all current eligibility requirements.)

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

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

-123 All salary-related benefits (paid leave, Employee-Paid Life, 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.

PROBATIONARY PERIODS

-124 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

-125 Employees may work for other Employers while on flex-leave.

RETURN TO ACTIVE EMPLOYMENT

-126 Employees returning from a flex-leave are assigned to their previously held positions, unless the circumstances of the University change to the extent that the position no longer exists. Those affected by a reduction in force while on flex-leave are eligible for the provisions of the reduction in force policy. Affected Employees will be given written notice as soon as practicable, but no less than that stipulated in the reduction in force policy.

SALARY PAYMENTS

-127 Flexible appointees receive their base salary during their period of active service and no salary during flex-leave.

HOURS WORKED RECORDS

-128 Departments are responsible for maintaining record of hours worked for nonexempt Employees with flexible appointments.

POSITION MAINTENANCE

-129 A position, held by an Employee, which is changed to a flexible appointment, and some of whose duties are thereby eliminated, shall not be downgraded or eliminated as a direct result of the flexible appointment.

EXPEDITED DISPUTES

-130 Disagreements in the interpretation or application of the flexible appointment policy shall be subject to the grievance procedure and immediately proceed to Step 3. If the grievance is arbitrated, the expedited arbitration process shall be utilized.

NOTICE REQUIREMENTS

-131 At the time of presentation of a voluntary flexible appointment form to any Employee, the Employee shall be advised in writing:

-132 If a Type 1 flexible appointment, the length of time of the unpaid leave, the time or times when said leave must be taken.

-133 If a Type 2 flexible appointment, the schedule of each week which the Employee shall be required to work.

-134 In addition, each Employee shall receive at least ten (10) working days' written notice of the proposed flexible appointment before being required to respond. An affected Employee may consult with a representative of the Association prior to making a voluntary election to accept a flexible appointment.

ARTICLE 9

REDUCTION IN FORCE

-135 The University endeavors to provide continuing employment for Employees. Reductions in work force may be necessary due to lack of funds, lack of work, and/or other cause, not to undermine the Association. A reduction in force will not be used for constructive discharge.

-136 Whenever practicable, reductions should be made by:

- A. restricting recruitment,
- B. transfers to vacant lateral or lower level positions where the Employee is capable of performing the work, and/or
- C. normal attrition,

but if deemed necessary by the University, layoffs will be utilized.

GENERAL PROVISIONS

-137 Employees to be laid off shall be given a minimum of forty-five (45) calendar days notice--a copy of which will be sent to the Association President--not to be offset by accrued vacation.

-138 In the event of a declaration of a state of disaster or state of emergency by the Governor of the State of Michigan pursuant to MCL30.401 et. Seq., as amended, (emergency management act; Public Act 390 of 1976) directly affecting the University's normal operations or a declaration of a campus emergency by the President of the University pursuant to Michigan State University Ordinance 48.00:

- A. Where no work is available due to such conditions Employees shall be granted up to three (3) work days of paid administrative leave to cover their absence from their normally scheduled hours of work. Employees who are absent due to sick or annual leave usage or who have previously scheduled annual leave during the declared emergency are not entitled to paid administrative leave. An Employee required to work during such declared emergencies shall, at a minimum, in addition to pay, be granted paid time off equal to the number of hours worked, unless said Employees are entitled to overtime compensation pursuant to other contractual provisions;
- B. With notification to the Association, after the three (3) work days of paid administrative leave days provided in subsection (A) above, the Employer may temporarily layoff Employees for an additional period of twenty-seven (27) work

days without providing to affected Employees the minimum forty-five (45) day written notification required by Paragraph 137, provided, however, the Employer shall give such affected Employees and the Association a written confirmation of their layoff status as soon as is administratively possible under the circumstances. Employees placed on temporary layoff may use accrued vacation leave, accrued personal leave and/or compensatory time to cover the period of the temporary layoff or choose to be placed on unpaid leave; provided, however, while on temporary layoff, an Employee may request a change to sick leave usage for time taken for a documented illness; Employees without sufficient accrued vacation leave, accrued personal leave and/or compensatory time to cover all of the period of the temporary layoff shall be placed on an unpaid leave for all the uncovered balance of the temporary layoff period. An Employee who incurs unpaid leave as a result of the temporary layoff shall have continued coverage under their current plan with the existing level of University contribution for Employer-paid health care coverage, prescription drug, dental, life insurance and insurance programs from the time of layoff continued during the temporary layoff;

- C. Upon expiration of the temporary layoff period provided for by this Paragraph, all Employees affected by the temporary layoff shall be recalled to their respective major units, unless notified in advance in writing, with a copy to the Association, that he or she is being continued on an indefinite layoff. Nothing in this subparagraph shall preclude a grievance being filed by the Association on behalf of such affected Employees seeking to enforce Paragraphs 135-136, 140 and 144-151 of this Article;
- D. The Association and the Employer shall meet in a special conference as soon as possible but no later than seventy-two (72) hours following the declaration of any emergency, and in subsequent meetings as needed upon the call of either party. One of the special conference issues which shall be addressed will be the impact of the emergency upon the bargaining unit.
- E. For purposes of this Paragraph, "emergency" shall mean an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or man-made cause, including, but not limited to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military action, or similar occurrences resulting from terrorist activities, riots, or civil disorders.

-139 Within a unit, probationary Employees will be separated before non-probationary Employees are laid off, where it is determined that the non-probationary Employees are capable of performing the work within a ninety (90) day evaluation period.

- A. Where capability to perform the work remaining is equal, the Employer will follow these priorities for reduction in force:
1. Employees with unsatisfactory records before Employees with satisfactory records. An Employee shall not be considered unsatisfactory until the Employee's performance is determined to be unsatisfactory in two consecutive evaluations.
 2. Employees with short service (seniority) before Employees with long service (seniority).

-140 Upon request, prior to the effective date of the layoff, representatives of the Association will be given the opportunity to meet and discuss the circumstances of the layoff with the Employer.

-141 For purposes of layoff only, layoffs shall be within units identified below.

UNITS

OFFICE OF THE PRESIDENT

Office of the President
Intercollegiate Athletics
Internal Audit
Office of Institutional Equity
MSU Police
University Physician

OFFICE OF THE PROVOST AND VICE PRESIDENT FOR ACADEMIC AFFAIRS

Office of the Provost and Vice President for Academic Affairs
Aerospace Studies
Art Museum
CAMP/HEP/TIES
Clinical and Translational Sciences Institute
Commencement and Special Events
Enterprise Information Stewardship
Faculty Grievance Office
Faculty and Organizational Development
Facilities Planning and Space Management
Honors College
Libraries
Military Science
MSU Global
MSU Health Team
Family and Community Medicine
Family Medicine

Health Information Technology
MSU Health Team
MSU Health Team-Special
Medicine
Neurology and Ophthalmology
Nursing
Obstetrics Gynecology and Reproductive Biology
Osteopathic Manipulative Medicine
Osteopathic Medical Specialties
Osteopathic Surgical Specialties
Pediatrics
Pediatrics and Human Development
Physical Medicine and Rehabilitation
Psychiatry
Radiology
Radiology/Division of Sports Medicine
Surgery
Office of Admissions
Office of the Associate Provost for Academic Services
Office of the Associate Provost and Associate Vice President for Academic Human
Resources
Office of the Associate Provost for Graduate Education and Dean of the Graduate School
Office of the Associate Provost for Human Health Affairs
Office of the Associate Provost for Undergraduate Education and Dean of Undergraduate Studies
Office of the Associate Provost for University Outreach and Engagement
Office of the Senior Associate Provost
Office of Financial Aid
Office of Planning and Budgets
Office of the Registrar
Office for Inclusion and Intercultural Initiatives
Olin Student Health Center
Ombudsperson
Performing Arts Facilities & Programs
Resource Center for Persons with Disabilities (RCPD)
Secretary for Academic Governance
Student Athlete Support Services
Talent Search/College Day
Teaching Assistant Program
Undergraduate University Division
University Archives & Historical Collections
Upward Bound
Virtual University Design and Technology
Women's Resource Center
WorkLife Office

OFFICE OF THE EXECUTIVE VICE PRESIDENT OF ADMINISTRATIVE SERVICES

Office of the Executive Vice President for Administrative Services

Human Resources

Land Management

Information Technology Services

Infrastructure, Planning and Facilities

OFFICE OF THE VICE PRESIDENT FOR FINANCE

Office of the Vice President for Finance

Contract and Grant Administration

Controller's Office

Investments and Financial Management

Risk Management and Insurance

University Services

VICE PRESIDENT FOR AUXILIARY ENTERPRISES

Vice President for Auxiliary Enterprises

Residential and Hospitality Services

RHS Information Services

RHS Planning and Projects Office

Culinary Services

Spartan Hospitality Group

Residence Education and Housing Service

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

VICE PRESIDENT FOR UNIVERSITY RELATIONS

Administration and Planning
Big 10 network
Marketing Communications
Media Communications
Photography and Videography

VICE PRESIDENT FOR UNIVERSITY ADVANCEMENT

Office of Vice President for University Advancement
University Development
MSU Alumni Association
Advancement Marketing and Communications
Advancement Information Systems and Donor Strategy

COLLEGE OF AGRICULTURE AND NATURAL RESOURCES

Dean of the College of Agriculture and Natural Resources
Agriculture and Natural Resources Dean – Academic and Student Affairs
Agriculture and Natural Resources Communications
Agriculture and Natural Resources IT
Agricultural, Food and Resources Economics
Agricultural Technology Institute
Animal Science
Bailey Scholars Program
Biosystems and Agricultural Engineering
CANR Diversity and Pluralism Office
CANR External Relations
Center for Global Connections

Community Sustainability
Entomology
Fisheries and Wildlife
Food Science and Human Nutrition
Forestry
Horticulture
Institute for Food Law and Regulations
Land Management
AgBioResearch Director's Office
MSU Extension (MSUE)
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
Native American Institute
Packaging
Planning, Design and Construction
Plant, Soil and Microbial Science
University Farms
Water Research Institute

COLLEGE OF ARTS AND LETTERS

Office of the Dean, Arts and Letters
African American and African Studies Program
Art, Art History and Design
Center for Integrative Studies in Arts and Humanities
Center for Language Teaching Advancement
English
English Language Center
Jewish Studies Program
Linguistics and Germanic, Slavic, Asian and African Languages
Philosophy
Religious Studies
Romance and Classical Studies
Theatre
The Writing Center
Writing, Rhetoric & American Culture

THE ELI BROAD COLLEGE OF BUSINESS AND THE ELI BROAD GRADUATE SCHOOL OF MANAGEMENT

Office of the Dean, Broad College of Business
Accounting and Information Systems

Executive Development Programs
Finance
International Business Center
Lear Corporation Career Services Center
Management
Marketing
Supply Chain Management
MBA Programs
The School of Hospitality Business

COLLEGE OF COMMUNICATION ARTS AND SCIENCES

Office of the Dean, Communication Arts and Sciences
Advertising and Public Relations
Broadcasting Services
Communication
Communicative Sciences and Disorders
Journalism
Media and Information

FACILITY FOR RARE ISOTOPE BEAMS

Facility for Rare Isotope Beams (FRIB)
National Superconducting Cyclotron Laboratory

COLLEGE OF EDUCATION

Office of the Dean, Education
Center for the Study of Curriculum
Counseling, Educational Psychology and Special Education
CREATE for STEM Institute
Education Policy Center
Educational Administration
Institute for Research on Teaching and Learning
Kinesiology
Teacher Education

COLLEGE OF ENGINEERING

Office of the Dean, Engineering
Biomedical Engineering
Chemical Engineering and Materials Science
Civil and Environmental Engineering
Composite Materials and Structures Center
Computer Science and Engineering
Computational Mathematics, Science and Engineering
Division of Engineering Computer Services
Division of Engineering Research

Electrical and Computer Engineering
Mechanical Engineering

COLLEGE OF HUMAN MEDICINE

Office of the Dean, College of Human Medicine
Academic Affairs
Center for Ethics and Humanities in the Life Sciences
College of Human Medicine (CHM)-West Michigan
Emergency Medicine
Epidemiology
Family Medicine
Great Lakes Cancer Institute (GLCI)
Human Pathology
Institute for Health Care Studies (IHCS)
Medicine
Obstetrics, Gynecology & Reproductive Biology
Office of Medical Education Research & Development (OMERAD)
Pediatrics and Human Development
Physiology
Public Health
Research
Psychiatry
Surgery
Translational Science and Molecular Medicine (TSMM)

INTERNATIONAL/STUDIES AND PROGRAMS

Office of the Dean, International/Studies and Programs
African Studies Center
Asian Studies Center
Canadian Studies Center
Center for Advanced Studies of International Development
Center for European, Russian and Eurasian Studies
Center for Gender in Global Context
Center for Latin American and Caribbean Studies
Japan Center for Michigan Universities
Office for International Research Collaboration
Office for International Students and Scholars
Office of Study Abroad
Visiting International Professional Programs

JAMES MADISON COLLEGE

LYMAN BRIGGS COLLEGE

COLLEGE OF MUSIC

COLLEGE OF NATURAL SCIENCE

Office of the Dean, Natural Science
Abrams Planetarium
Biochemistry and Molecular Biology
Biology Science Program
Biomedical Laboratory Diagnostics
Biomolecular Science Gateway Program
Cell and Molecular Biology Program
Center for Advanced Microscopy
Center for Integrative Studies – General Science
Chemistry
Computational Mathematics, Science and Engineering
CREATE for STEM Institute
Drew Science Scholars Program
Ecology, Evolutionary Biology and Behavior Program
Genetics Program
Geological Sciences
Kellogg Biological Station
Mathematics
Microbiology and Molecular Genetics
MSU-DOE Plant Research Laboratory
Neuroscience Program
Physics and Astronomy
Physiology
Plant Biology
Program in Mathematics Education
Residential Initiative on the Study of the Environment (RISE Program)
Statistics and Probability
Integrative Biology

COLLEGE OF NURSING

COLLEGE OF OSTEOPATHIC MEDICINE

COM Office of the Dean
COM Academic Programs
COM Business Office
COM External Programs and Advancement
COM Research
COM Statewide Campus System
COM Student Services
Biochemistry and Molecular Biology – COM
Family and Community Medicine

Human Pathology, Division of COM
Institute for International Health – COM
Learning and Assessment Center – COM
Microbiology & Molecular Genetics – COM
Neurology and Ophthalmology - COM
Osteopathic Manipulative Medicine
Osteopathic Medical Specialties
Osteopathic Surgical Specialties
Pediatrics
Physical Medicine & Rehabilitation
Pharmacology & Toxicology – COM
Physiology – COM
Psychiatry - COM
Radiology – COM
Radiology/Division of Sports Medicine - COM
Research & Advanced Study Programs
SE Michigan Detroit Medical Center
SE Michigan Macomb University Center

RESIDENTIAL COLLEGE IN THE ARTS AND HUMANITIES

COLLEGE OF SOCIAL SCIENCE

Office of the Dean, College of Social Science
Anthropology
CASID – Center for Advanced Study of International Development
Center for Global Change and Earth Observations
Center for Integrative Studies
Criminal Justice
Economics
Environmental Science and Policy Program
Geography
Global Urban Studies Program
Human Development and Family Studies
Human Resources and Labor Relations
History
Institute for Public Policy and Social Research
Institute of Public Utilities
Julian Samora Research Institute
MATRIX – Center for Human Arts, Letters and Social Sciences Online
Planning, Design and Construction
Political Science
Psychology
Sociology
Social Work

COLLEGE OF VETERINARY MEDICINE

Office of the Dean, College of Veterinary Medicine
Center for Integrative Toxicology
Diagnostic Center for Population and Animal Health
Large Animal Clinical Sciences
Learning and Assessment Center CVM
Microbiology and Molecular Genetics CVM
Pathobiology and Diagnostic Investigation
Pharmacology and Toxicology CVM
Physiology CVM
Small Animal Clinical Sciences
Veterinary Medicine Auxiliary Programs
Veterinary Medical Center (formerly Veterinary Teaching Hospital)
Veterinary Technology Program

OFFICE OF FREEDOM OF INFORMATION ACT OFFICER

VICE PRESIDENT FOR GOVERNMENTAL AFFAIRS

VICE PRESIDENT FOR LEGAL AFFAIRS AND GENERAL COUNSEL

RECALL FROM LAYOFF

-142 Recall is the reinstatement of a laid off Employee to active status within the period as defined in the provision on seniority. In the event of recall, the Employee will retain the original service date and will receive FTE service credit for up to two (2) years for the period of layoff as specified in Full-time Equivalent Service Months, Article 2, D. Accrued sick leave will be reinstated when the Employee returns to work. Copies of notices of recall shall be sent to the Association President. Employees shall not be required to accept a bypass opportunity to a vacant position in a represented work location other than the current work location (i.e., College of Human Medicine at Grand Rapids, College of Osteopathic Medicine Detroit Medical Center, College of Osteopathic Medicine at Macomb University Center or the City of Lansing/East Lansing campus). Should a bypass opportunity at another represented work location be offered and rejected by the Employee, no further bypass opportunity at another represented work location shall be offered for that represented work location during the remaining recall period.

-143 Bargaining unit members who have been notified of imminent layoff pursuant to Paragraph 156 or who have been laid off and who meet the minimum requirements of a vacancy will have preferential rehire rights and will receive preferential consideration for vacant positions where the position is at the same or lower salary grade, and at the same or lesser percentage time. Preference entitles the candidate to have their application forwarded to the hiring department before all other applications and shall be granted the position where the Employee meets the minimum requirements for the vacant position and is capable of performing the duties of the position within a ninety (90) day evaluation period.

-144 To be eligible for recall from layoff, the Employee must satisfy the following requirements:

Must be a regular Employee.

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

Must have completed the probationary period.

-145 Employees with the greatest length of service will be recalled to vacant positions first, provided they are capable of performing the duties of the position within a ninety (90) day evaluation period. An Employee who meets the minimum requirements for a vacant position and who is denied the ninety (90) day evaluation period shall receive written reasons why the Employee was not selected for the evaluation period with a copy to the President of the Association. An Employee who does not successfully complete the ninety (90) day evaluation period shall be returned to layoff status.

-146 An Employee on layoff status will lose all recall rights and be terminated upon the occurrence of any of the following:

Refusal to be available for an interview.

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

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

LAYOFF TRANSITION ADJUSTMENT

-147 An Employee shall be eligible for a Layoff Transition Adjustment if the affected Employee meets the following eligibility requirements:

A. The Employee must have six (6) or more years of service at the time of layoff.

B. The Employee must actually be laid off.

C. The Employee must be willing to take a position paying at least 80% (eighty-percent) of current salary.

D. The Layoff Transition Adjustment is not payable until after the affected Employee is on layoff for a minimum of 120 calendar days.

-148 In the event the laid off Employee meets the criteria set forth above, the Employee may at his/her option, elect to accept a Layoff Transition Adjustment based on the following schedule:

<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 and over	15 weeks salary

-149 An Employee who elects to receive the Layoff Transition Adjustment will no longer be eligible for recall. An Employee who may be eligible for University Retirement may elect the Layoff Transition Adjustment and still be eligible for all benefits afforded a retiree.

TERMINATION

-150 In case of termination, benefits will be affected as follows:

- A. Optional benefits will continue in force until the end of the month following the month in which the last deduction and/or contribution is made toward these benefits.
- B. Dental coverage ceases on the last day of the month in which employment is terminated.
- C. The Long-Term Disability, Expanded Life, and Travel Accident coverage cease on the last day of active employment.
- D. Health care coverage under the Blue Cross/Blue Shield, or Blue Care Network, may be converted to a direct pay plan by contacting the company involved within thirty-one (31) days.
- E. Employee-Paid Life and Expanded Life Plans may be converted, if desired, by contacting the company involved within 31 (thirty-one) days.
- F. In accordance with the Consolidated Omnibus Budget Reconciliation Act, most Employees and/or their covered dependents losing coverage or eligibility have rights to continue their health and dental benefits for specified periods of time. Details are available in the Benefits Office.

UNUSED SICK LEAVE CREDITS

-151 A laid-off Employee whose recall rights have expired and who is not otherwise eligible for payout of accrued sick leave under Paragraph 293 and 295 of this Agreement may receive partial payment for unused sick leave credits according to the schedule below.

<u>University Seniority</u>	<u>Sick Leave Payout</u>
2 years through 10 years	Unused sick leave, not to exceed one-eighth (1/8) of up to 1,400 hours
11 years through 15 years	Unused sick leave, not to exceed one-quarter (1/4) of up to 1,400 hours
16 years through 20 years	Unused sick leave, not to exceed three-eighths (3/8) of up to 1,400 hours
More than 20 years	Unused sick leave, not to exceed one-half (1/2) of up to 1,400 hours

-152 For purposes of Paragraph 151, "University Seniority" is that which existed as of the effective date of the layoff.

-153 An Employee who receives payment for unused sick leave under this section may also receive a Layoff Transition Adjustment, provided that eligibility requirements for that program have been met.

ARTICLE 10

FILLING VACANT POSITIONS

-154 The University agrees to the principle of career development of its Employees and will, in good faith, encourage career concepts of employment.

PROCEDURE

-155 The recruitment of applicants and the filling of vacant positions is the responsibility of the Employer. The Employer is committed to the concept of promotion from within. All vacancies will be posted except those filled under bypass procedures. All candidates who possess the posted qualifications shall be considered. MSU Human Resources will provide employing departments with a list of the candidates. If Employment determines an applicant to be not qualified for a posted position, the Employee will be notified immediately. In any instance where there are five (5) or more on-campus bargaining unit candidates possessing the posted qualifications, at least five (5) of said candidates shall be interviewed. In the event fewer than five (5) bargaining unit candidates apply and possess the posted qualifications, each shall be interviewed.

-156 The procedures for filling positions shall be by-passed for persons for such reasons as, but not limited to:

- returning from leave of absence,
- receiving workers' compensation,
- long-term disability,
- extended disability,
- trial period termination,
- imminent layoff,
- layoff,
- hours reduction.

See Paragraph 142 for bypass opportunities offered to Employees working at other represented work locations.

-157 It is understood that the listing of bypass statuses is not a priority listing and no grievance shall be filed over the issue of priority status.

INTERVIEWS

-158 The responsibility for determining which candidates shall be interviewed will reside with the employing department. This determination will be based upon information obtained from the candidates' credentials. The department should take longevity of service into account when determining who will be interviewed, but capability to do the work shall be the prime factor for setting the interview list.

-159 The Association shall be provided with a copy of the Position Vacancy Record which will contain the reasons for selection and non-selection. This shall be done in a timely manner. If the procedures outlined above have been followed, the determination will not be grievable.

ARTICLE 11

CLASSIFICATION/RECLASSIFICATION OF POSITIONS

-160 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 MSU Human Resources.

NEW CLASSIFICATIONS AND RATES

-161 When a classification is established or modified, the grade level for the classification shall be fixed by the Employer and the Association shall be notified prior to implementation. The compensation level shall be in conformity with rates established for positions of similar responsibility. If there is a disagreement over the compensation assigned the position, a special conference may be scheduled with the Office of Employee Relations. If the disagreement is not resolved, the Association may file a demand for arbitration within fourteen (14) calendar days of the special conference. The Arbitrator shall be limited to determining the appropriateness of the compensation level assigned the position but shall be without power to assign a compensation level for the classification.

RECLASSIFICATIONS

-162 The Unit Administrator will normally initiate requests for position reclassification.

- A. Requests for position reclassification may be initiated by the Association.
 - 1. Such requests will be directed to the Assistant Vice President for Human Resources whose decision on the request shall not be subject to review or grievance.
 - 2. A copy of the Assistant Vice President for Human Resources' decision on such requests, together with the reasons for denying or approving the request, will be given to the Association's President at the time the decision is made.
- B. A copy of all reclassification requests and supporting information (other than those made by the Association) will be given to the Association's President at the time that the request is received by MSU Human Resources.
 - 1. Written reasons for denying or approving a request will be given to the Association's President at the time a decision is made.
 - 2. An Employee whose position is reclassified will not be required to serve either a probationary period or trial period.

SALARY RATE

-163 The salary of an Employee whose position is reclassified to a higher grade level shall be no less than the minimum salary of the higher grade level.

ARTICLE 12

PROMOTION/DEMOTION

PROMOTION

-164 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 placed at the minimum rate for the new level--whichever is greater. An Employee promoted two (2) or more grade levels shall receive a minimum salary increase of ten (10%) percent or placed at the minimum rate for the new grade level--whichever is greater. The Employer is not prohibited from giving APSA Employees salary increases that exceed these minimums.

DEMOTION

-165 A "demotion" is defined as the movement of an Employee to a lower grade level other than by reclassification. The pay rate of an Employee who is demoted will be reduced by five (5%) percent if the grade level is lowered one grade level and ten (10%) percent or more if the grade level is lowered two (2) or more grade levels. The Employer may make exceptions to this provision when deemed appropriate.

ARTICLE 13

PROBATIONARY/TRIAL PERIOD

PROBATIONARY PERIOD

-166 Employees shall serve a twelve (12) month probationary period beginning at the time of hire as a new Employee with the University 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 Association President shall be notified upon early certification.

-167 An interim written evaluation shall be prepared by the probationary Employee's supervisor, summarizing overall job performance, which shall be reviewed with the Employee. 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 his/her performance.

-168 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.

WRITTEN EVALUATIONS

-169 Employees may receive a performance evaluation prior to the completion of the probationary period and thereafter, at least on an annual basis.

-170 The Employer and the Association agree that members of the bargaining unit shall be subject to an appraisal process that is fair.

-171 The Employer and the Association believe that appraisal systems for supervisors at Michigan State University should be bilateral and continuing in nature.

-172 The objectives of the appraisal program are to:

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

TRIAL PERIOD

-173 An Employee who changes classification within the bargaining unit or who re-enters the bargaining unit from other University employment, other than by the reclassification procedure, shall serve a six (6) month trial period, which trial period may be extended by the Employer for an additional six (6) months upon providing to the Employee written notice with reasons, with copy to the Association not less than thirty (30) calendar days prior to the completion of the original six (6) month trial period. The determination to extend the six (6) month trial period for an additional six (6) months shall not be grievable.

-174 In the event the trial period is unsatisfactory or the Employee does not wish to continue in the position, every effort will be made to return the Employee to a former grade level and comparable classification.

ARTICLE 14

SENIORITY

DEFINITION

-175 Seniority is defined as the length of continuous employment, except as provided below, starting with the original date of hire with the University. Periods of authorized leaves of absence do not cause loss of seniority.

LOSS OF SENIORITY

-176 Seniority rights are relinquished by the Employee for the following reasons:

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

University Seniority

0 to 3 years
More than 3 years

Recall Rights

Length of University Seniority
3 years

- G. The recall rights set forth in this subparagraph are tolled for Employees who accept and occupy an off-date position during the recall period.

-177 Employees will receive service month credit for part-time service to qualify for retirement benefits.

-178 Employees returning to employment with the University within twelve (12) months of termination from University employment shall receive credit for all past seniority upon successful completion of a six (6) month trial period.

ARTICLE 15

OFFICIAL PERSONNEL FOLDER(S)

RIGHT TO EXAMINE

-179 Each Employee shall have the right, upon request, to examine the content of her/his own Official Personnel Folder(s), the only exclusion being confidential pre-employment credentials of an evaluative nature.

PROCEDURE

-180 The Employee shall make an appointment with the responsible managerial personnel to examine her/his Official Personnel Folder(s). Managerial personnel shall be present when the Employee examines her/his Official Personnel Folder(s) and the Employee may be accompanied by a representative of the Association if the Employee so desires. The Employee may designate in writing her/his desire to have a representative of the Association examine her/his file in her/his absence in a disciplinary matter, and the designated representative shall be allowed to examine the Official Personnel Folder(s).

NOTICE AND EMPLOYEE STATEMENTS

-181 No derogatory statement about an Employee of which the Employee would not normally have a copy or be aware, shall be filed in the Employee's Official Personnel Folder(s) unless the Employee is provided a dated copy. The Employee has the right to submit a statement(s) concerning negative evaluative reports for inclusion in the Official Personnel Folder(s). Brief statements may be submitted for inclusion in the Employee's Official Personnel Folder(s).

PAST DISCIPLINARY ACTION

-182 Upon an Employee's written request to MSU Human Resources, any records of disciplinary action which occurred more than eighteen (18) months prior to the request shall be removed from the Official Personnel Folder(s), if the Employee's performance has been satisfactory within the past eighteen (18) months except as required by Title VII, Title IX and other state or federal civil rights law. This section may not be used to remove performance evaluations from the Official Personnel Folder(s).

PAST COUNSELING MEMORANDUMS

-183 Upon an Employee's written request formal counseling memoranda which occurred more than eighteen (18) months prior to the request, shall be removed from the Official Personnel Folder(s) if the Employee's performance has been satisfactory within the past eighteen (18) months except as required by Title VII, Title IX and other state or federal civil rights laws. This section may not be used to remove performance evaluations from the Official Personnel Folder(s).

ARTICLE 16

ABSENCES

PROCEDURE

-184 When absent from work, the Employee must make every effort to notify his/her supervisor of the reason prior to the beginning of a tour of duty. If the absence is to continue beyond the first day, the Employee must notify his/her supervisor on a daily basis unless otherwise arranged and specifically approved by his/her supervisor. Failure to comply with this provision for three (3) consecutive work days will be cause for termination except for extenuating circumstances acceptable to the Employer.

ARTICLE 17

LEAVES OF ABSENCE

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

-185 Excused absences without pay less than ten (10) days may be granted by the immediate supervisor but shall not exceed ten (10) consecutive days unless approved as a leave of absence. Normally excused absences without pay will not exceed ten (10) working days in each fiscal year.

-186 Excused absences without pay will not require the use of accrued paid time (i.e., personal leave or vacation), except for failure to report to work due to inclement weather.

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

-187 All leaves of absence must be approved by the supervisor, administrative head of the unit and MSU Human Resources. They may be taken for reasons as specified below.

-188 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).

-189 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during leaves of absence or extensions and layoffs.

-190 The Employee must consult with the Benefits Division about maintaining status in Employee benefit programs during leaves of absence without pay subject to and consistent with these program conditions.

USAGE

-191 Eligible Employees with the approval of their supervisor(s) and MSU Human Resources may be authorized to take an unpaid leave for up to two (2) years for the following:

- A. Sickness and disability.
- B. Settlement of an estate.
- C. Serious illness of a member of the Employee's family as defined under the funeral leave provisions of this Agreement.
- D. Child care when the Employee is the parent or designated guardian.

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. Governmental service, if elected to a full-time term of office and if holding an elective office. Subsequent elections shall extend to this leave.
 - F. Educational leave after two (2) years of employment.
 - G. To accompany spouse when spouse accepts University reassignment from MSU.
 - H. Extended vacation after two (2) years of employment.
 - I. Employees who become parents of or who adopt a child shall be entitled to parental or adoption leave of up to three (3) months, with job return rights, to commence on or before the date of birth or the date of adoption as determined by the Employee.
 - J. Other reasons deemed appropriate by the Employer.

-192 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.

-193 During an involuntary leave of absence without pay, the Employee's position shall not be considered vacant and the Employee shall be entitled to return to the position if such return is within ninety (90) days of the commencement of the leave. An involuntary leave is defined as a leave required because of illness or incapacitation - medically certified.

EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

-194 Employees who are reinstated in accordance with the Universal Military Training act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay) in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

-195 An Employee who fails to notify the Employer of his/her intent to return to work 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 by the Employer within twenty-one (21) calendar days prior to the expiration of said leave that the leave of absence will end twenty-one (21) days thereafter.

-196 Upon application, a military leave of absence (without pay) will be granted to Employees who are employed in other than temporary positions. This applies to Employees who are inducted through a selective service system of voluntary enlistment, or if the Employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States.

ARTICLE 18

COMPENSATION PROGRAMS

SALARY INCREASE 2015

-197 Effective October 1, 2015, two and one-half percent (2.5%) general salary increase funds, calculated on the total salary base as of September 30, 2015, will be made available to Employees. The funds will be allocated in the following manner:

- A. Twenty-five percent (25%) of the two and one-half percent (2.5%) general salary increase funds shall be provided to all Employees in the bargaining unit.
- B. Seventy-five percent (75%) of the two and one-half percent (2.5%) general salary increase funds will be allocated on the basis of merit in accordance with the October 1997 merit pay guidelines developed by the parties among Employees who have received no less than a "meets expectations" rating on the last Employee evaluation. For purposes of this provision, an Employee shall not be considered "does not meet" until the Employee's performance is considered "does not meet" in two (2) consecutive evaluations and, provided further, that the exercise of any right provided by this Agreement or the use of any benefit provided by this Agreement shall not be considered in whole or in part, for purposes of the October 1997 Merit Pay Guidelines.

SALARY INCREASE 2016

Effective October 1, 2016, one percent (1.0%) general salary increase funds, calculated on the total salary base as of September 30, 2016, will be made available to all Employees in the bargaining unit. The amount will be based on the 2014 Memorandum of Understanding between the University and the Coalition of Labor Organizations which is separately ratified and signed by the Association.

SALARY INCREASE 2017-2018

-198 Effective October 1, 2017 and October 1, 2018, general salary increase funds calculated on the total salary base as of September 30, 2017 and September 30, 2018, respectively, will be made available for all Employees, the amount of which will be based on the 2014 Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations, (MSU/Coalition Memorandum) which was separately ratified and signed by the Association. The general salary increase funds will be allocated in the following manner:

- A. Twenty-five (25%) percent of the increase shall be provided to all Employees in the bargaining unit.

- B. Seventy-five (75%) percent of the increase will be allocated on the basis of merit in accordance with the October 1997 Merit Pay Guidelines developed by the parties among Employees who have received no less than a “meets expectations” rating on the last Employee evaluation. For purposes of this provision, an Employee shall not be considered “does not meet” until the Employee’s performance is considered to be “does not meet” in two (2) consecutive evaluations and, provided further, that the exercise of any right provided by this Agreement or the use of any benefit provided by this Agreement shall not be considered in whole or in part, for purposes of the October 1997 Merit Pay Guidelines.

-199 For increases effective October 1, 2017 and October 1, 2018, if general increase salary funds equate to one percent (1%) or less, one hundred percent (100%) of the increase shall be provided to all Employees in the bargaining unit. Should the general increase be greater than one percent (1%), the increase shall be allocated as described in Paragraph 198 A & B.

-200 All funds made available by the Employer for general increases shall be expended on the salary of Employees in the bargaining unit. The Employer agrees that within thirty (30) days of distribution of raise funds, it will present to the Association documentation of the complete expenditure of the general increases that were required to be expended on the APSA membership.

SALARY PROGRESSION PROGRAM

-201 Progression increases will be given to Employees who have completed at least one (1) year of University service on each January 1, or upon satisfactory completion of one (1) year’s service; whose current performance is determined to be not less than satisfactory; and whose salary is less than one hundred twenty-five (125%) percent of the minimum hiring level. For Sergeants, see Article 25 (Police Sergeants Special Provisions).

-202 For the term of this Agreement, eligible Employees have an opportunity to reach one hundred twenty-five (125%) percent of the minimum hiring rate for their level. Attainment of the one hundred twenty-five (125%) percent level will be achieved in increments of three (3%) percent up to the one hundred twenty-five (125%) percent level. Employees will not receive progression increases if they have less than a satisfactory overall rating on the latest Employee evaluation. The salary progression program is not available to the Sergeants since their step increases occur on their anniversary dates following promotion.

-203 Special merit increases or advancement on the salary schedule may be granted during the budget year with appropriate approvals. Merit allocation guidelines have been developed by the parties to assist administration in making merit allocation decisions. The Employer and the Association will review merit allocation results in each year of the Agreement to determine the effectiveness of the guidelines and compensation programs.

MINIMUM HIRING LEVELS

-204 Minimum hiring levels will be determined by the Employer.

EFFECTIVE OCTOBER 1, 2015

<u>GRADE LEVEL</u>	<u>MINIMUM</u>	<u>AUTOMATIC PROGRESSION LEVEL</u>
8	\$33,225	\$41,531
9	\$35,898	\$44,873
10	\$38,754	\$48,443
11	\$41,872	\$52,340
12	\$45,215	\$56,519
13	\$48,817	\$61,021
14	\$52,720	\$65,900
15	\$56,939	\$71,174
16	\$61,490	\$76,863
17	\$66,411	\$83,104

NEW MINIMUM RATES

-205 Employees who are below the new minimum for their classification level will be brought to the new minimum. The new minimum rates are effective as of October 1, 2015.

-206 Effective October 1, 2016, October 1, 2017 and October 1, 2018, the Minimum Hiring Rates will increase by the percentage of the October 1, 2016, October 1, 2017 and October 1, 2018, general salary increases respectively.

OVERTIME

-207 Bargaining unit Employees in grade levels APSA 8, 9, 10, and 11, will receive overtime payment or compensatory time off at the rate of time and one-half (1-1/2) for scheduled hours worked in excess of forty (40) in a work week. Employees shall have the right to indicate their preference for pay or compensatory time for overtime worked. If an Employee wishes to receive compensatory time, the request must be approved by the Unit Administrator.

-208 In health care delivery facilities where biweekly work schedules of eighty (80) hours are maintained, overtime pay or compensatory time off will be given for any scheduled hours worked in excess of eighty (80) hours in a biweekly period.

-209 All holiday hours paid will be considered as time worked for the purpose of overtime computation. If an Employee has an unexcused absence on either her/his regularly scheduled

working day immediately preceding or her/his regularly scheduled working day immediately following the holiday, the holiday hours will not be considered time worked for the purposes of overtime. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

-210 Employees who are called upon to perform special services not usually a part of their regular duties and/or responsibilities and who perform these services outside of their normal work schedules will receive payment in accordance with policies of the Employer. Unit Administrators or designees are responsible for the approval of overtime prior to the performance of overtime work. Approval means time worked as directed by the Employee's supervisor and does not include casual or unscheduled time spent at work beyond the normal work day or work week.

-211 Employees at grade level APSA 12 and above are not eligible for overtime pay. However, where unusual staffing and work requirements exist, the Unit Administrator may approve compensatory time off equal to the number of overtime hours worked.*

LONGEVITY PAY

-212 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.

-213 The longevity year is the twelve (12) month period beginning October 1 of each year, and ending September 30. The last date of hire will be used as the longevity date. The Employee must be engaged in active employment for thirty-nine (39) calendar weeks (273 calendar days) and be on the payroll as of October 1 of the longevity year. Six (6) years or more of continuous service as of October 1 of the longevity year is required for eligibility.

-214 Eligible Employees who have periods of inactive service totaling ninety-three (93) days or more during a longevity year will not receive a longevity payment that year and will have the longevity date adjusted for future years.

-215 Military leave of absence will not adjust the longevity date.

-216 Full-time Employees who terminate prior to October 1 who are sixty-five (65) years of age and have five (5) or more years of full-time service, or who meet the minimum University retirement requirements will receive a prorated longevity payment.

-217 Employees who are not on the active payroll due to layoff, but who otherwise meet the eligibility criteria, will receive a longevity payment.

* Refer to Letter of Agreement, page 104.

-218 Employees who are on leave of absence on October 1, but otherwise meet the eligibility criteria, will receive a longevity payment upon return to work. Payment is scheduled annually on the first working day of December and is computed as a percentage of the Employee's annual base rate of pay as of September 1 of the calendar year in which the longevity payment is made. Base rate of pay shall not include overtime or premium pay.

-219 If an Employee is not on the payroll September 1, the rate to be used is the Employee's rate of pay upon his/her return. Longevity pay shall not exceed the longevity pay schedule.

-220 PAYMENT SCHEDULE:

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

-221 Three-quarter (3/4) time Employees: Percentage of first \$7,125 of annual wage.

-222 One-half (1/2) time Employees: Percentage of \$4,750 of annual wage.

BENEFIT OVERVIEW

-223 This section presents a broad overview of the various benefit plans, education and retirement programs available to Employees and eligible dependents. Each benefit plan is described briefly on the following pages. Complete information and descriptive details of benefits may be obtained from the Benefits Office or the referred division within 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.

-224 Wherever the term "full-time Employee" is used, this is understood to include those Employees on flexible appointments.

ARTICLE 19

HEALTH BENEFITS

HEALTH CARE COVERAGE

-225 New Employees – and Employees newly appointed to an eligible status – have sixty (60) days from the date of appointment to enroll. If enrollment does not occur within sixty (60) days, the Employee must wait until the next annual enrollment period.

-226 Health care programs for the life of this Agreement are subject to the 2014-2017 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 Supervisors Association. A summary of benefits can be found on the MSU Human Resource website.

- A. Prescription Drug.
 - 1. Prescription drug benefits shall be provided to Employees represented by the Association, regardless of the University health plan in which they are enrolled, under a program administered by Caremark or other administrator(s) as may be agreed to.
 - 2. The prescription drug program implemented pursuant to the Agreement shall be as specified in the MSU/Coalition Memorandum.
 - 3. The appropriate premiums for the prescription drug program shall be paid by the University for full-time Employees and proportionately for part-time Employees.

- B. Base and optional programs. Subject to the MSU/Coalition Memorandum, the BCBS/PPO and BCN/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 borne in accordance with the 2014-2017 MSU/Coalition Memorandum by the University for full-time Employees and proportionately for part-time Employees. 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 plan cost, with the difference, if any, payable by the Employee through payroll deduction.

DENTAL PLAN

-227 The University offers a choice of two dental plans: fee for service (traditional plan) or Dental Maintenance Organization (DMO) for all regular full-time and part-time Employees and official Michigan State University retirees.

-228 Dental coverage is for eligible Employees, retirees, survivors of retirees, and eligible dependents. The fee for service plan pays fifty (50%) percent of usual and customary charges for most dental services as defined in the Master Policy.

-229 Full-time and part-time Employees must enroll within sixty (60) days of initial employment or during a scheduled open enrollment. Coverage terminates at the end of the month employment terminates unless the Employee is an official Michigan State University retiree.

-230 Benefit payments on the fee for service plan are limited each calendar year to Six Hundred (\$600.00) Dollars for each person. Orthodontic services are covered for persons under age nineteen (19) and are limited to a separate lifetime maximum of Six Hundred Dollars (\$600.00). Under the current provisions, the University pays the entire cost of the plan for full-time Employees, with a proportional contribution for part-time Employees.

-231 Coverage for the DMO must be provided through one of their participating centers. Some benefits, such as diagnostic, preventive and minor restorations are no cost to the Employee and other benefits are provided with a fixed dollar copay. Orthodontic services are covered for under age nineteen (19) and over age nineteen (19) with a fixed dollar copay.

-232 Dependent coverage terminates as above. In addition, certain changes in dependent status will terminate coverage for dependents. No conversion is possible for either of the dental plans.

-233 Regular Employees will have the option to select a managed dental care plan. Information about the plan is available through MSU Human Resources. The Employer's cost for the managed care dental plan shall be no greater than the traditional dental plan cost. Should the managed care dental plan cost more than the traditional plan, the Employee shall pay all additional costs.

ARTICLE 20

INSURANCE PROGRAMS

EMPLOYEE PAID LIFE PLAN

-234 The University provides an optional Employee-paid life program for regular full-time and part-time staff. The benefit is payable in the event of death.

-235 Eight plans of coverage are offered. Four of the plans provide "fixed" amounts of life coverage based upon flat monthly premiums. The other four options provide "salary indexed" life benefits which are a multiple of annual salary. Contributions for the salary indexed options are a percent of salary. Benefits may also be selected for eligible dependents. The benefit is decreasing term with no cash or loan value. The program is entirely funded from Employee contributions and rates are subject to future group experience.

-236 Employees may enroll within sixty (60) days of initial employment or during a scheduled open enrollment period.

ACCIDENTAL DEATH AND DISMEMBERMENT

-237 The University provides an Accidental Death and Dismemberment option for regular full-time and part-time staff. The benefit is payable, in whole or in part, in the event of accidental death, dismemberment, or loss of sight. Benefit coverage may be selected in varying amounts depending on the plan selected. Accidental Death and Dismemberment may also be selected for eligible dependents in the following manner:

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

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

-238 The program is entirely funded from Employee contributions, and rates are subject to future group experience.

-239 Employees may enroll within sixty (60) days of initial employment or during a scheduled open enrollment period.

EXPANDED LIFE PLAN

-240 The University provides an Expanded Life Plan for regular full-time staff. The benefit is payable in the event of death. The benefit is an amount of insurance equal to the Employee's base annual salary. The maximum benefit is Fifty Thousand Dollars (\$50,000). The University

pays the entire cost of the coverage and no application is necessary. Coverage is automatic and effective the first work day of employment.

TRAVEL ACCIDENT PLAN

-241 The University provides a Travel Accident program for all Employees. The benefit is payable in the event of accidental death, dismemberment, or loss of sight while traveling on or off-campus on University business.

-242 The maximum benefit is fifty thousand dollars (\$50,000). The University pays the entire cost of the benefit. Coverage is automatic upon employment and will terminate on the Employee's last day of active employment. No conversion is possible.

RETIREE/OVER 65 LIFE PLAN

-243 The University provides a death benefit of two thousand dollars (\$2,000) for regular full-time staff who were insured under the Employee-paid life plan prior to July 1, 1976, and have maintained continuous coverage in that program.

-244 Eligible staff shall have a death benefit of two thousand dollars (\$2,000) upon attainment of age sixty-five (65) or at official University retirement, whichever occurs first. The University pays the cost of the benefit. Coverage is automatic once the participation requirements are met.

LONG TERM CARE

-245 The Michigan State University Long-term Care Insurance Plan can help provide protection against the high costs of long-term care that can result from the effects of aging, illness, or a serious accident. This plan is available to all bargaining unit members and their eligible spouses, parents, parents-in-law, grandparents, grandparents-in-law, adult children and siblings. Employee pays entire premium. If coverage is desired, Employees must enroll within sixty (60) days after ratification of this Agreement by both parties. Thereafter, if coverage is desired, Employees must enroll within sixty (60) days of employment, otherwise an Evidence of Insurability must be completed. Coverage may be selected from different options with maximum day limits.

For more information, or to request an enrollment kit, call the John Hancock Customer Service Center at 800.705.4529, Monday through Friday between 8:30 a.m. and 6:30 p.m. Eastern Time. The TTY number for hearing impaired is 800.255.1808. Bargaining unit members can log in to eHR and click on the Long-term Care link, or eligible family members can visit [http://msu.jhancock.com\(username:msu;password:mybenefit\)](http://msu.jhancock.com(username:msu;password:mybenefit)).

ARTICLE 21

LEAVES OF ABSENCE WITH PAY

GENERAL PROVISIONS

-246 The University grants eligible Employees leave of absence with pay in accordance with provisions as stated here. The types of leaves of absence with pay are: bereavement leave, holidays, jury duty, military duty, personal leave, sick leave and vacation.

-247 While on leaves of absence with pay, the Employee will retain all previously earned benefits, and will continue to accrue vacation and sick leave credits. Compensation will be at the Employee's base rate of pay as of the Employee's last day of active work. Group insurance benefits and University contributions to benefits programs will continue during leaves of absence with pay.

-248 See sections on benefits for details on types of leaves.

BEREAVEMENT LEAVE

-249 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.

-250 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.

-251 Three (3) consecutive work days in the case of the death of spouse, child, parent, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grand-child, half-brother, half-sister, step-parent, step-child, step-brother, step-sister, or legal guardian.

-252 One (1) day will be allowed in the case of death of an Employee's or an Employee's spouse's uncle, aunt, nephew, niece, or a member of the Employee's household.

-253 Up to two (2) additional days of accrued vacation, personal leave 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.

-254 The supervisor may require proof of death and relationship to the deceased before approving payment. A maximum of eight (8) hours' pay may be made for each day of absence. Each hour paid to an Employee shall be paid at the Employee's straight time base rate of pay, and shall not include shift premium or other premium payment. This benefit is payable only to active Employees whose absence from work is due solely to the death in the Employee's family and will not be paid in lieu of other types of paid leave.

-255 Part-time Employees will be paid only for the hours scheduled to work but not worked because of the death.

-256 Allowed bereavement leave may be taken any time during the period including the day of death and the day following the funeral.

-257 The supervisor may grant permission to a reasonable number of Employees to attend the funeral or serve as pallbearers for a deceased Employee or former Employee, without loss of pay.

HOLIDAYS

-258 The University grants eligible Employees paid holidays from work with no loss in pay. Regular staff working half-time or more, and temporary staff working half-time or more and scheduled to work receive the following nine (9) days as holidays:

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

-259 Each year the University designates the dates on which the holidays are to be observed. The additional days at Christmas and New Years are observed either before or after the legal holiday.

-260 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.

-261 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.

-262 When a holiday falls during an Employee's vacation or paid sick leave, the Employee will receive holiday pay and no charge will be made to accrued sick leave or vacation time. Part-time Employees will be paid only for the hours scheduled to work but not worked because of the holiday. When a holiday falls on an Employee's non-work day and no other day is designated by the University, an alternate day off will be given. Time and one-half (1-1/2) is paid for those who are required to perform work with prior approval of their supervisor, on the observance date of the holiday, and not on the calendar date of the holiday, if different. In addition, an alternate day off will be given.

JURY DUTY PAY

-263 The University recognizes the civic responsibility of Employees to serve on jury duty and makes provision for eligible Employees to perform such duty without loss of pay. Employees who are called to testify pursuant to court-issued subpoenas will receive jury duty pay in that event also.

-264 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.

-265 Employees serving on jury duty, who are absent from work for eighty (80) continuous hours or less, will receive their regular pay and will not be required to submit proof of jury duty payment to the University. They must, however, still submit proof of jury duty service to their supervisor.

-266 Employees serving on jury duty who are absent from work for more than eighty (80) continuous hours will be required to submit proof of jury duty payment to their supervisor to facilitate the offset and adjustment of their regular, straight-time base pay by jury duty payments or witness fees received from the court.

-267 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.

-268 Part-time Employees will be paid the difference in pay only for the hours scheduled to work but not worked because of jury duty.

MATERNITY LEAVE

-269 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 (4) weeks before the projected delivery date and eight (8) weeks following the delivery date. Beyond these periods, a statement will be required from the Employee's physician stating the reasons for the requested leave extension. Leaves associated with pregnancy may be either with or without pay, depending on accumulated sick leave or vacation leave.

MILITARY DUTY PAY

-270 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.

-271 The University will pay the difference between the Employee's military pay and base pay, if the Employee's military pay is less, for up to fifteen (15) calendar days when ordered to active duty for training, and for up to ten (10) additional calendar days, when ordered to active duty for the purpose of handling civil disorders, per fiscal year.

-272 Eligibility begins on date of hire, rehire, or change to regular status of half-time or more. The Employee must notify supervision of the call to military duty as soon as the information is known and must provide proof of the call to military duty and proof of military pay.

-273 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.

-274 An Employee may use accrued vacation time in addition to receiving military duty pay. Part-time Employees will be paid the difference in pay between the total military duty pay received and the Employee's base pay for the total hours scheduled to work but not worked because of the military duty, if the military duty pay is less.

PERSONAL LEAVE DAYS

-275 The University grants eligible Employees paid time off in order to attend to personal matters. Employees on the payroll as of July 1, will be credited with twenty-four (24) hours of personal leave for use during the fiscal year (July 1 - June 30). Employees who are hired, rehired, or change to regular status of half-time or more during the fiscal year will be credited with personal leave as follows:

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

Personal Leave may be reported in full hour or tenth of an hour (6 minute) increments.

-276 Eligibility begins on date of hire, rehire, or change to regular status of half-time or more. Personal leave days should be approved by the Employee's supervisor, in advance if possible. Personal leave is to be taken and reported in one (1) hour increments. A maximum of eight (8) hours' pay may be made for each day of absence; may vary for persons on a flexible appointment.

Each hour paid to an Employee shall be paid at the base rate of pay and shall not include shift premium or other premium payment. The Employee may use all personal leave days before commencing a leave of absence without pay. Personal leave days may be used to supplement 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.

-277 Part-time Employees will be paid only for the hours scheduled to work but not worked because of the approved absence. Personal leave credits may not be carried forward to the next fiscal year. No payment for unused personal leave credits will be made when the Employee terminates.

SICK LEAVE

GENERAL PROVISIONS

-278 The University grants regular staff working half-time or more and temporary staff working half-time or more, paid time off due to illness. Employees accrue sick leave credits in accordance with the following requirements.

-279 Employees begin earning sick leave credits upon hire or rehire. Full-time Employees accrue sick leave at the rate of four (4) hours for each completed two (2) weeks of service (104 hours annually). Service includes work time and "Leave of Absence with Pay" time, but does not include:

Leave of absence without pay.

Regular Workers' Compensation.

Layoff.

Disciplinary suspension.

-280 Sick leave is credited at the end of each month and may be accumulated to a maximum of one thousand four hundred (1,400) hours.

-281 Sick leave with pay may be used for the following reasons:

- A. Personal illness or incapacity over which the Employee has no reasonable control which prohibits the performance of the duties of the Employee's job.
- B. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the Employee's attendance at work.

- C. To complete appointments for medical or dental treatment when it is not possible to arrange such appointments for non-duty hours.
- D. An Employee may use accrued sick leave credits not to exceed eighty (80) hours in a fiscal year for the illness of a member of the immediate family as defined in Paragraph 251.
- E. Illness or incapacity associated with pregnancy (see Maternity Leave Section).

-282 A physician's statement may be required prior to approval of payment of sick leave. Payment of sick leave is authorized in full hour or tenth of an hour (6 minute) increments.

-283 A maximum of eight (8) hours pay may be made for each day of absence; this may vary for persons on a flexible appointment. Each hour paid to an Employee shall be paid at the base rate of pay, and shall not include shift premium or other premium payment.

COORDINATION WITH OTHER TYPES OF PAY OR BENEFITS

-284 Employees must utilize any accrued sick leave credits, and optionally may thereafter use vacation and personal leave day credits, prior to being placed on an unpaid leave of absence due to illness/disability.

-285 The University, for cause, may direct an Employee to go on sick leave.

-286 Employees may be required to obtain approval from the University physician before returning to work.

-287 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.

-288 University designated holidays falling within an Employee's paid sick leave will not be charged to sick leave.

FULL-TIME/PART-TIME STATUS CONSIDERATIONS

-289 Part-time Employees scheduled to work twenty-six (26) hours per week but less than thirty-six (36) shall be credited with seventy-five (75%) percent of the sick leave accruals shown above for full-time Employees.

-290 Part-time Employees scheduled to work twenty (20) hours per week but less than twenty-six (26) shall be credited with fifty (50%) percent of the sick leave accruals shown above for full-time Employees.

-291 Part-time Employees will be paid only for the hours scheduled to work but not worked because of the sick leave.

OTHER PROVISIONS

-292 An Employee will not receive payment for unused sick leave when terminating, except when retiring as stated below.

-293 Full-time Employees meeting the University's minimum retirement requirements shall be paid for fifty (50%) percent of unused sick leave, but not to exceed a maximum of fifty (50%) percent of up to one thousand four hundred (1,400) hours, as of the effective date of retirement.

-294 Full-time Employees who do not meet the University's minimum retirement requirements but have at least five (5) years, but less than ten (10) years of continuous service, and have attained sixty-five (65) years of age at the time of separation, shall be paid fifty (50%) percent of unused sick leave as of the effective date of separation.

-295 Full-time Employees who do not meet the University's minimum retirement requirements but have at least ten (10) years of continuous service, and have attained sixty-five (65) years of age at the time of separation, shall be paid one hundred (100%) percent of unused sick leave as of the effective date of separation.

VACATION PAY

-296 Accrued Vacation Leave Carryover

Grade Levels Up To and Including 11

<u>Service Months</u>	<u>Earning Rate</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
Completion of First 6 Months of Service	48 hours		
7 th Month through 60 th Month	8 hours/month	96 hours	120 hours
61 st Month through 120 th Month	12 hours/month	144 hours	180 hours
121 st Month	16 hours/month	192 hours	240 hours

Grade Levels 12 and Above

<u>Service Months</u>	<u>Earning Rate</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
Completion of First 6 Months of Service	90 hours		
7 th Month	16 hours/month	192 hours	240 hours

-297 Employees at grade levels 12 and above will be credited with ninety (90) hours upon Employee completion of the first six (6) months of employment. Thereafter, vacation will accrue at the rate of sixteen (16) hours per month.

-298 Employees accrue vacation pay credits at the rate shown above for each completed month of service. Service includes work time and "Leave of Absence with Pay" time, but does not include:

- A. Leave of absence without pay.
- B. Regular Workers' Compensation.
- C. Layoff.
- D. Disciplinary suspension.

USAGE REQUIREMENTS

-299 An Employee may take vacation at any time during the year with permission of the supervisor and in accordance with departmental requirements.

-300 Vacation may be taken and reported in full hours or tenth of an hour (6 minute) increments.

-301 A maximum of eight (8) hours pay may be made for each day of vacation. May vary for persons on a flexible appointment.

-302 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.

-303 University designated holidays falling within the Employee's vacation will not be charged to accrued vacation.

-304 While on vacation, an Employee may not change usage for time taken for other forms of paid leave except for a documented illness.

-305 The Employee will normally use all vacation before commencing a leave of absence without pay, except for sickness or disability.

-306 Vacation may be used to supplement workers' compensation up to a maximum of eight (8) hours total pay for each day of absence.

-307 Part-time Employees scheduled to work twenty-six (26) hours per week but less than thirty-six (36) shall be credited with seventy-five (75%) percent of the vacation accruals shown above for full-time Employees.

-308 Part-time Employees scheduled to work twenty (20) hours per week but less than twenty-six (26) shall be credited with fifty (50%) percent of the vacation accruals shown above for full-time Employees.

-309 Part-time Employees will be paid only for the hours scheduled to work but not worked because of vacation.

-310 Employees are expected and encouraged to take their annual vacation accrual each year. An Employee may continue to accrue vacation up to the Special Maximum Accrual shown under the Accrual Schedule section. Further accrual beyond this Special Maximum Accrual is not possible and the Employee will receive no further vacation credit for months of service completed until the Employee reduces vacation credits.

-311 An Employee will receive payment for unused vacation when terminating employment.

ARTICLE 22

EDUCATIONAL PROGRAMS

EDUCATIONAL ASSISTANCE

-312 The University provides assistance to enhance an Employee's educational and career development needs and goals for regular full-time and part-time staff.

-313 Purpose

- A. The purpose is to provide Employees an opportunity to gain knowledge and develop skills which will improve proficiency on the present job and/or enhance job opportunities within the University.
- B. Determination of job relatedness. Courses, either with or without credit, are considered "job related" when any one of the following primary goals is met:
 - 1. To improve skills and/or update the technology involved in the present work assignment,
 - 2. To provide knowledge, skills and understandings which relate to more responsible, higher-level University positions to which the Employee may reasonably aspire,
 - 3. To enhance basic skills in written and/or oral communications and/or mathematics,
 - 4. To enroll in a college degree program in which the entire curriculum is directly related to the field of the Employee's current job assignment,
 - 5. To enroll in a college degree program in which the entire curriculum is designed to lead to a more responsible University position to which the Employee may reasonably aspire, or
 - 6. To enroll in individual college courses which are directly related to the field of the Employee's current job assignment, even though such courses might be components of a total degree program which is not related to the current job assignment.

TUITION REIMBURSEMENT

-314 Tuition from MSU will be waived/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 undergraduate credit courses taken through MSU, the tuition fee up to ninety percent (90%) of the MSU undergraduate maximum tuition rate per credit taken, not to exceed 14 semester credits (20 term credits) per academic year.
- B. For graduate credit courses taken through MSU, the tuition fee up to seventy-five percent (75%) of the MSU undergraduate maximum tuition rate per credit taken, not to exceed 14 semester credits (20 term credits) per academic year.
- C. Registration 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 (20 term credits) per academic year are the responsibility of the student.

-315 Tuition from a Michigan-based accredited educational institution, other than MSU, will be waived/reimbursed for up to sixty percent (60%) of the MSU undergraduate maximum tuition rate per credit taken, not to exceed fourteen (14) semester credits (20 term credits) per MSU academic year upon successful completion of the course(s). Part-time Employees shall be eligible for tuition waiver/reimbursement on a proportional basis. A grade of 2.0 or better (or "CR" - credit) is required for a credit course.

-316 Reimbursement for credit courses taken through primarily online institutions and non-Michigan based institutions shall not be covered.

-317 Application for educational assistance must be submitted to MSU Human Resources prior to the start of classes at the institution where class(es) will be taken. Only fees per credit will be reimbursed.

-318 If the Employee is covered by benefits such as scholarship or fellowship aid, government aid, GI benefits, or similar assistance, waiver/reimbursement will be made only for that portion of the tuition which exceeds the amount of those benefits.

RELEASE TIME

-319 Release time may be granted for up to five (5) hours per week.

ELIGIBILITY

-320 The Employee becomes eligible upon the completion of twelve (12) full-time equivalent service months prior to the start of the class(es) being applied for. The Employee must have permission of his/her supervisor and/or the department/unit administrator.

-321 The Employee must be admitted to the educational institution where the course work will be taken.

-322 To receive reimbursement for MSU courses, the Employee shall submit the completed Educational Assistance form with departmental approval to MSU Human Resources. For the waiver to appear as a credit on the first billing by the Office of Fees and Scholarships, the Employee must submit the educational assistance form to MSU Human Resources at least thirty (30) days prior to the date of the first billing. Applications for educational assistance received after this deadline may result in late fees being assessed by Enrollment Services according to MSU registration policies. Payment of late fees will be the responsibility of the Employee.

-323 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 he/she has successfully completed the course within fifteen (15) days of the receipt of such evidence.

-324 Employees who have had their tuition waived will authorize MSU Human Resources to verify completion of approved courses with the Registrar's Office upon application for waiver. In cases where tuition waivers are withdrawn (e.g., terminated Employee, non-approved course, unsuccessful completion), the University will attempt to payroll deduct the waived tuition. If the University is unable to make collection through payroll deduction, the Association agrees to be responsible for the outstanding debt(s) up to fourteen (14) credits for each Employee.

TUITION WAIVER

-325 Bargaining unit members eligible for educational assistance shall be eligible for a tuition waiver program. This tuition waiver program will be applicable only to those MSU courses enrolled in through the University's on-campus enrollment procedure. As a condition of tuition waiver, an Employee must sign an agreement authorizing payroll deduction for the amount of tuition waived to be used in the event she/he does not successfully complete the course(s).

-326 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 Scholarships Office. The application must be marked with a request for tuition waiver.

-327 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.

-328 For MSU credit courses Employees will be responsible for all charges in excess of the Matriculation Fee and in excess of the following:

- A. For undergraduate credit courses taken through MSU, the tuition fee up to ninety percent (90%) of the MSU undergraduate maximum tuition rate per credit taken, not to exceed 14 semester credits (20 term credits) per academic year.
- B. For graduate credit courses taken through MSU, the tuition fee up to seventy-five percent (75%) of the MSU undergraduate maximum tuition rate per credit taken, not to exceed fourteen (14) semester credits (20 term credits) per academic year.
- C. Registration 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 (20 term credits) per academic year are the responsibility of the student.

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.

-329 Employees who have had their tuition waived will authorize MSU Human Resources to verify completion of approved courses with the Registrar's Office upon application for waiver. In cases where tuition waivers are withdrawn (e.g., terminated Employee, non-approved course, unsuccessful completion), the University will attempt to payroll deduct the waived tuition. If the University is unable to make collection through payroll deduction, the Union agrees to be responsible for the outstanding debt(s).

NON-CREDIT COURSES

-330 Employees may apply for reimbursement and release time for non-credit courses.

-331 Only job-related non-credit courses which are offered through MSU Human Resources, Outreach (e.g., Lifelong Education, Continuing Education, Evening College), MSU Computing and Technology Training Programs, Davenport College, Lansing Community College, and High School Adult Education Programs or other MSU Human Resource approved Educational/Training Programs are reimbursable.

-332 Part-time Employees with twelve (12) full-time equivalent service months shall be eligible for job-related non-credit courses on a basis proportional to their employment status. Part-time Employees shall not be eligible for release time.

-333 Non-credit course reimbursement will not exceed Eight Hundred (\$800.00) Dollars per academic year.

-334 If non-credit courses are taken during the same academic year as credit courses, the total reimbursement and/or waiver will not exceed ninety percent (90%) of the MSU undergraduate maximum tuition rate for up to fourteen (14) credit hours.

-335 Employees must document their successful completion of non-credit courses by submitting either (1) a certificate from the course signed by the instructor, or (2) a form provided by MSU Human Resources signed by the instructor.

COURSE FEE COURTESY POLICY

-336 It is understood by both parties to this Agreement that the Course Fee Courtesy Policy herein described, shall be identical in all respects, except for the time period for eligibility as described below, to the Course Fee Courtesy Policy in effect for MSU faculty as approved by the MSU Board of Trustees.

-337 Any changes or improvements to the faculty program shall be parallel at the same time in the Administrative Professional Supervisory program.

COURSE FEE COURTESY PROGRAM

-338 Dependent children, spouses and qualified same-sex domestic partners of regular full-time Employees who have been continuously employed by MSU for a period of sixty (60) full-time equivalent service months, and who are employed prior to the second week of a semester or summer session will be entitled to a course fee courtesy. The course fee courtesy consists of the credit of one-half (1/2) of the applicable resident undergraduate course fees.

-339 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.

-340 Dependent spouse shall be defined as the legally recognized spouse of a staff member.

-341 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.

-342 The course fee courtesy will be granted through the semester in which the 120th credit is attempted provided the dependent child, spouse or qualified same-sex domestic partner is

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

-343 The course fee courtesy for dependent children, spouses and qualified same-sex domestic partner 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, spouse or qualified same-sex domestic partner is enrolled at the time of the eligible staff member's retirement in accordance with the Michigan State University retirement policy, commencement of University long term disability, or death, the course fee courtesy will continue in accordance with the provision contained above.

-344 If the dependent child, spouse or qualified same-sex domestic partner drops courses or withdraws from school during the refund period, any refund applicable to the course fee courtesy will revert to the University.

-345 Dependent children, spouses and qualified same-sex domestic partners of eligible staff on approved leave of absence will be eligible for the course fee courtesy.

-346 The dependent children and spouse/same sex domestic partner of eligible staff members who retire in accordance with Michigan State University's retirement policy will be eligible for the course fee courtesy as long as they meet the other eligibility requirements of the course fee courtesy policy.

-347 This program also covers the surviving dependent children, spouses and qualified same-sex domestic partners of eligible staff and retirees.

-348 Application may be made for the entire undergraduate degree (120 credits attempted), unless the student leaves the University and readmission as a student is required.

-349 Student eligibility is based upon the following criteria:

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

grades and CR grades) the total of credits for repeated courses and/or for courses in which the student received Deferred, Incomplete, N, No Credit and 0.0.

-350 As a scholarship award the Course Fee Courtesy will be considered in determining eligibility for additional financial assistance for those students who also apply for financial aid at Michigan State University. All eligible student applicants will receive the Course Fee Courtesy. However, if other forms of financial aid have been awarded to attend Michigan State University, the aid will be adjusted to reflect the Course Fee Courtesy. Depending on the types of awarded aid as well as when the Office of Financial Aids is informed of eligibility for the Course Fee Courtesy, the adjustment may be made to awarded grants, loan or work eligibility according to the guidelines of the Office of Financial Aid and the student shall be so informed.

-351 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.

-352 If the student drops courses or withdraws from school during the refund period, any refund applicable to the Course Fee Courtesy will revert to the University.

-353 Course fees covered through the Course Fee Courtesy Program will be limited to courses published in the Schedule of Courses and its supplements.

-354 Requests for application forms or questions regarding the Course Fee Courtesy Program should be directed to MSU Human Resources.

-355 Any changes to the current practices set forth in paragraphs 336-354 shall be subject to negotiations.

Footnote: "Michigan State University discontinued benefits for MSU recognized same-sex domestic partners in order to comply with the Michigan Supreme Court's ruling in *National Pride at Work, Inc. v. Governor of Michigan*, 481 Mich. 56 (2008). Accordingly, references to MSU recognized same-sex domestic partners in this policy have been rendered invalid."

ARTICLE 23

RETIREMENT BENEFITS

-356 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 prior to retirement. Contributions from the Employee and the University are paid into an individual contract between the Employee and the eligible vendor.

-357 Employees hired prior to July 1, 2010 and meeting the minimum retirement requirements will remain eligible to maintain group dental and health plans and receive the Employer's proportional contribution (see "FTE Service Months" language). Retirees are required to enroll in both Parts A and B of Medicare, and pay the required premium when eligible. University coverage will become supplemental to Medicare.

CONTRIBUTIONS

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

-359 The University's contribution is made on a tax-deferral basis, i.e., the Employee does not report the University contribution as earned income when filing income tax returns for the calendar year. After retirement, the Employee does pay taxes on the amounts received.

-360 An additional portion of the Employee's salary may be contributed to the MSU 403(b) Supplemental Retirement Program and/or MSU 457(b) Deferred Compensation Plan by the Employee on a tax-deferred basis, through payroll deduction, subject to Internal Revenue Service limitations.

-361 Regular Employees are eligible for participation in the MSU 403(b) Base Retirement Program in accordance with the following policies:

- A. The program is optional to Employees at the time of employment or who are over age sixty-two (62) at the time of employment.
- B. The program is required as a condition of employment for Employees who have attained the age of thirty-five (35).
- C. Once required participation commences, the Employee must continue contributing to the MSU 403(b) Base Retirement Program while employed at the University.

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

OTHER RETIREMENT INFORMATION

-363 Additional MSU 403(b) Base Retirement Program Contribution for Employees hired on or after July 1, 2010.

-364 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.

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 0.5 % (one-half percent) of the Employee's retirement eligible earnings into a separate Employer contribution account within the MSU 403(b) Retirement Plan on a pay period basis until one hundred twenty (120) vacation service months are reached; after one hundred twenty (120) vacation service months the University's contribution increases to 0.75% per pay period (three-quarter percent) 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 optional investments is available at http://www.hr.msu.edu/benefits/retirement/Retirement_Enrollment_Guide.pdf
- B. The accumulated account balance will become 100% vested immediately.

-365 Retiree Access to MSU Health Care and Dental Plan

Upon official retirement from MSU (age 62 with at least 15 years of service credit or 25 years of service credit at any age), an official retiree may then enroll (or continue enrollment) in the health care and dental plan coverage available to MSU retirees at the Employee's expense. Enrollment in MSU health care and dental plan coverage may be continued for any eligible spouse, Other Eligible Individual and/or dependent(s) if the official MSU retiree pays the full applicable premium cost for the coverage.

-366 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 24

WORKERS' COMPENSATION AND DISABILITY

WORKERS' COMPENSATION

-367 A regular full-time Employee with ninety (90) days of continuous service who suffers injury compensable under the Workers' Compensation Act shall continue to receive his/her regular rate for time lost during the first seven (7) days not covered by the Workers' Compensation Act, provided he/she follows the instructions of the University physician, and provided he/she returns to work not later than the time recommended by the University physician. In the event of dispute, the medical dispute clause of this Agreement shall apply as regards the settlement of such dispute. Following the first seven (7) days, such seniority Employee shall be paid the difference between his/her regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his/her sick leave is exhausted.

-368 Employees who have exhausted their sick leave credits, but are still unable to return to work, may as an option continue to receive their pay against any unused vacation and personal leave credits.

WORKERS' COMPENSATION (LONG TERM)

-369 An Employee who is receiving regular Workers' Compensation for a period in excess of six (6) months shall receive, at the Employer's expense, Employee-paid life and health care coverage for the period covered by Workers' Compensation. If it is determined by the Benefits Office that the injured Employee will be off work in excess of six (6) months, the above benefit may be implemented upon such determination without requiring premium payments from the affected Employee.

EXTENDED DISABILITY LEAVE

-370 The University provides an interim income protection plan for regular full-time staff with at least sixty (60) continuous FTE service months and who are expected to receive long term disability benefits. The benefit provides full pay as defined in the long term disability master contract, for a period of up to 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.

-371 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 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.

-372 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. The benefit becomes effective upon completion of sixty (60) full-time equivalent service months. The benefit terminates on the last day of employment. Conversion of coverage is not possible.

-373 The Association acknowledges that an Employee may enter into repayment agreement with the University requiring the Employee to repay the University all Extended Disability Leave benefits paid if the Employee does not receive Long-Term Disability benefits. Such agreements shall include a statement that Employee, at his/her option, may consult with Association or other representative prior to signing this Agreement.

LONG TERM DISABILITY PLAN

-374 The University provides income protection through the long term disability plan for regular full-time staff.

-375 The benefit is payable to Employees who become totally disabled as defined in the LTD master contract and are unable to work due to sickness or bodily injury. In addition, the University makes the regular contribution for health care coverage and pays the complete cost for dental and the Employee-paid life plan.

-376 The University pays the entire cost of the LTD benefit. Coverage is automatic and becomes effective the first day of the month following or coinciding with completion of twelve (12) full-time equivalent service months. Long term disability coverage will terminate on the Employee's last day of active employment.

ARTICLE 25

SPECIAL PROVISIONS

-377 The following special provisions apply only to Employees classified as "Sergeants" employed by the Michigan State University Police Department. All of the provisions of this Collective Bargaining Agreement shall apply to the Sergeants. The special provisions set forth in this Article are unique to the Sergeants. Where these special provisions are in conflict with the other general provisions of this Agreement, these special provisions shall take precedence.

SCHEDULING

-378 Definition

Because Employees are required to work regardless of calendar weekends, i.e., Saturdays and Sundays, the Employer schedules days off in lieu thereof and refers to those days as "Pass Days."

-379 Scheduling

The use of Pass Days, pursuant to Article 25, Paragraphs 385, 386, 387 and 395 may be requested and may be taken subject to management direction or approval.

-380 Overtime and call-back time shall be authorized by management. A regular scheduled shift shall be posted once each month to determine the normal workday for every Sergeant.

-381 Schedule Deviation

For personnel excepting investigative and task force personnel, if there is a deviation from the normal work scheduled, a five (5) days notice shall be given. If a five (5) days notice is not given, those hours worked outside of the posted schedule shall be paid at the rate of time and one-half.

-382 Changing

Employees covered hereby, may change a pass day after the schedule has been posted, if they receive permission from the supervisor(s) of the shift(s) involved.

-383 Trading Shifts

Employees may trade shifts with another Employee of equal rank, subject to the approval of management, providing the change does not cause the payment of overtime. Management approval shall not be unreasonably withheld. Notice of the requested trade

must be submitted by the affected Employees at least 28 days in advance of the effective date of the shift period affected by the trade. The duration of the trade will be for the entire shift period. Disputes arising under this provision shall be reduced to a grievance beginning at Step 2 of the grievance procedure. If a Step 3 meeting is thereafter required, the Office of Employee Relations will respond to the grievance at this meeting. The Association will decide whether to arbitrate the dispute and the parties will select the arbitrator the same day. The dispute shall be submitted to immediate expedited binding arbitration with a bench decision being rendered by the arbitrator the same day of the arbitration hearing.

ON-CALL

-384 The term "on-call" means that situation where an off-duty Employee is officially advised by a designated representative that he/she should be prepared to return to duty. The Employee being so informed shall then remain at home, or at a location no further from his/her home to the station and which is made known to the department, and be in full control of his/her faculties if ordered to return to duty. The on-call status will be terminated by a return telephone call to the individuals placed on call. Employees who are placed on an on-call status shall be credited at the rate of one-half (1/2) hour compensatory time for each hour or portion of an hour they remain on the on-call status. On-call compensations shall not apply to those Employees assigned to task forces and/or investigations.

PATROL SERGEANTS-UNIFORM DIVISION- TWELVE (12) HOUR WORK SHIFTS

-385 Normal Work Cycle – A normal work cycle for regular full-time Sergeants, not including Sergeants with an active K-9, shall consist of three consecutive (3) twenty-eight (28) day cycles. During two of these consecutive twenty-eight (28) day cycles, an Employee will be required to work thirteen (13), twelve (12) hour days with fifteen (15) days as designated pay days. The remaining twenty-eight (28) day cycle, the Employee will be required to work fourteen (14) days, with 14 days as designated pass days.

-386 The cycle where as the Employee will work 14 days instead of 13 days, will be the right of Management to determine. A Sergeant will only be required to work one (1) cycle of 14 days in a three (3) twenty-eight (28) day cycle.

-387 Sergeants assigned to the K-9 unit who require two (2) training days during each twenty-eight (28) day cycle, will be required to work twelve (12) shifts consisting of twelve (12) continuous hours, and two (2) shifts of eight (8) continuous hours. The two (2) designated eight (8) hour shifts are for training purposes. There will be no less than two pass days granted consecutively unless requested by the Employee and approved by the Employer.

-388 Normal Work Day – A normal workday for regular full-time Employees shall be twelve (12) hours, unless regularly scheduled otherwise, not including meal periods.

-389 Overtime – Overtime compensation shall continue to be due for time worked in excess of a normal scheduled work day (as noted in Paragraph 398).

-390 Hours Worked–The starting and quitting times of the twelve (12) hour shift will be:

Days: 0600 to 1800

Midnights: 1800 to 0600

-391 Both parties understand that this does not limit or change the rights of Management to establish starting and quitting times and work schedules.

-392 Training Days – Training days are normally scheduled on an eight (8) hour day basis. Both parties recognize that an Employee may need to finish their duty day on shift after their eight-hour training ends at eight (8) hours. (This will most likely occur when training is scheduled at MSUPD.) If an Employee is scheduled for a training day, the Employee may be allowed, upon Management approval, to offset the time lost by:

- A. Using accumulated time such as, comp time, vacation, personal, exclusive of sick leave, for each of the scheduled training days, or:
- B. Use one (1) less leave day for the work cycle if training consists of three (3) or 8-hour days in a 28-day cycle.
- C. Employees who are active members of the K-9 unit will work twelve (12) shifts of twelve hours and two (2) training days of eight (8) hours during a twenty-eight (28) day work cycle.

-393 Special Assignments – There may be times when Management will supplement Special Event positions with Sergeants working on shift. This arrangement will be at the discretion of Management.

POLICY and PROCEDURES:

Order Number: 97-209

Section: Administration

Index Number: ADM09

Both Parties agree, ADM09 of policy and procedures will be impacted by the extra amount of pass days afforded to each Employee. Because pass days increase significantly, the following will be used:

- A. Generally speaking, only the following circumstances shall relieve a Sergeant from the Special Event assignment process:

1. If a Sergeant has been granted leave, and the Sergeant has used three (3) vacation days and the total consecutive days off is either (8) or greater.

-394 Neither Management nor any Employee should be unduly enriched or handicapped by an adjustment based on the schedule change.

8 HOUR WORK DAYS

-395 Normal Work Cycle - A normal work cycle for Employees shall consist of a twenty-eight (28) day cycle of one hundred sixty (160) hours with no more than eight (8) hours per day, not including meals. Eight (8) pass days are granted within every twenty-eight (28) day work cycle for a total of one hundred four (104) pass days each year. There will be no less than two pass days granted consecutively unless requested by the Employee and approved by the Employer.

-396 Normal Work Day - A normal work day for regular full-time Employees shall be eight (8) hours, unless regularly scheduled otherwise, not including meal periods.

-397 Overtime. Hours worked by Employees covered hereby for purposes as determined by management in excess of the normal tour of duty shall be compensated as described in Paragraphs 398-399.

-398 Time and One-Half the Straight Hourly Rate

- A. Any routine of two (2) hours or less that is an extension of the Employee's normal work day shall be compensated at the one-and-one-half rate. Examples of such work include, but are not limited to, complaint investigations, follow-up investigations, etc.
- B. All hours worked during an emergency situation as declared by the Director or his/her designee. (Example: Riots, demonstrations, on and off Campus; tornados and tornado warnings; power failures; snowstorms; floods, or any other declared emergency.)
 1. In those situations where an Employee is called back and where he/she has not been notified in advance and the call-back is not continuous with his/her regular work period, the Employee shall receive not less than three (3) hours pay at the time and one-half rate.
 2. In those situations where an Employee is required by the Employer to remain at the University because of an emergency situation, the Employee shall receive time and one-half compensation for the time he/she is required to remain at the University.

- C. Routinely scheduled events such as Employees' meetings, qualification shoots, training sessions and other Special Events such as football, basketball, registrations, etc., shall be compensated for at the rate of time and one-half for only the actual time the Employee is required to be in attendance or work.
- D. Those individuals designated by the department to instruct in recruit schools or other duly authorized training sessions, while off duty, shall be compensated at the rate of time and one-half for only the actual time they are scheduled to instruct, unless reimbursement is provided to the individual by the training agency.
- E. Employees subpoenaed or directed into court including Probate Court and official hearings, during off-duty hours shall be compensated at the rate of time and one-half their regular hourly rate for the time they actually spend in court. Employees regularly scheduled for first platoon or night jump shift slated to appear within twelve (12) hours after their shift is due to terminate, shall receive a three (3) hour minimum overtime guarantee; all other Employees shall receive a two (2) hour minimum overtime guarantee. Where witness fees are provided, such fees shall be submitted to the Employer.
- F. Employees scheduled to work overtime shall be given a minimum four (4) hours notification if the overtime event is to be canceled. If less than four (4) hours notice is given, the Employee shall be paid one (1) hour at the rate of time and one-half. Notice will be considered given with verification that the department attempted to call to give the four (4) hours notice.

-399 Time and One-Half Compensatory Time Rate or Time and One-Half Straight Hourly Rate

- A. All hours worked due to call-back immediately preceding the Employee's normal work day for only such time actually worked.
- B. Employees who are required to obtain complaints and warrants and validate complaints while off duty shall be compensated at the rate of time and one-half for a minimum of two (2) hours. Note Paragraph 398, A. above. However in those instances where an Employee is required to obtain complaints and warrants and validate complaints immediately preceding or following his/her tour of duty, he/she shall be compensated at the rate of time and one-half for only the actual time worked.
- C. Employees may request time and one-half compensatory time in lieu of time and one-half pay for overtime hours worked as listed under Paragraph 398. These requests must be made through the Deputy Chief or his/her designee and are subject to his or her designee's approval.

-400 Other Provisions. No compensation shall be provided for time necessitated by the Employee's negligence.

-401 Approval of Overtime

- A. All overtime shall be authorized by that shift supervisor who is in charge of the department during the period of time when the overtime is actually worked or the individual Employee's immediate supervisor, except under those conditions as described in this Article, Paragraph 398, A.
- B. The individual Employee's immediate supervisor shall have the responsibility of communicating the overtime authorized to the shift supervisor who is in charge of the department during the period when the overtime is actually worked.

-402 Pyramiding. Payment for overtime, call-back time, and court appearances (Paragraph 398, E.) shall not be duplicated for the same hours worked as heretofore provided.

FALLEN OFFICER LEAVE

-403 If scheduling permits, permission will be granted to a maximum of one (1) on-duty Employee for one (1) regularly scheduled day, utilizing a department vehicle if available, to attend the funeral of a police officer killed in the line of duty anywhere in the State of Michigan.

HOLIDAYS/SPECIAL PASS DAYS

-404 If the Employee works on a University designated holiday as set forth in Paragraph 258 he/she shall be paid double time for all hours worked and in addition thereto, be granted a "special pass day" to be scheduled at another time.

-405 When a University designated holiday falls on a Monday or Friday, Employees not scheduled to work that holiday shall also be scheduled off for the weekend, which immediately precedes or follows the holiday itself to the extent practicable as determined by the Shift Commander.

AUTOMOBILES AND EQUIPMENT

-406 In the procurement of motor vehicles for patrol purposes the Employer shall use best efforts to secure automobiles and equipment of quality, design and construction commensurate with the function and responsibility to be performed and reasonably related to the safety of the officer involved.

UNIFORMS

-407 In the selection, procurement and issuance of uniforms, the Employer will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the Employee.

-408 The Employer will supply all Employees with "Uniform Boots." These "Uniform Boots" will be replaced by the Employer as needed consistent with the procedures for replacement of other Employer supplied equipment.

-409 The University will be responsible for and pay for the dry cleaning of issued uniforms.

MISCELLANEOUS

-410 Employees may arrange use of the Intramural Building facilities with that person responsible for the building. Such arrangements shall be between the individual Employee and I.M. Building Management.

-411 Any member of the negotiating committee who is unable to obtain sufficient sleep between scheduled duty time due to negotiating, may request of the shift supervisor to be excused from the shift, until sufficient sleep can be acquired at which time the Employee may be rescheduled to make up the time lost.

-412 Should the University, for whatever reason, deem it necessary to specify an off-duty handgun, the University will issue such a gun. Should an Employee carry a handgun off duty, the Employee must carry a University issued two (2) inch handgun. However, an Employee may elect to carry his/her own handgun other than the department-issued handgun if the following criteria are met: (1) the handgun must be a comparable caliber and must be approved by the department; (2) the Employee must qualify for training on his/her own time; and (3) the Employee must use his/her own ammunition which must be approved by the department, unless their personal weapon chambers departmental ammunition.

-413 When it becomes necessary to provide Employees with meals because of the nature of their particular work assignment, the Employer shall compensate Employees for meals purchased, not to exceed 1/4 hour of the Employee's overtime rate for six (6) hours or more of overtime worked and an additional 1/4 hour at the Employee's overtime rate for ten (10) hours or more of overtime worked.

-414 The Employer will pay a special clothing allowance of \$300.00 to an Employee who officially notifies the Employer of pregnancy and remains on duty to within four weeks of the projected delivery date. This payment will be made when the Employee receives a light duty assignment. Exceptions may be made to this provision for reasons acceptable to the Employer.

SALARY PROGRESSION

-415 Sergeants shall initially be placed at Level IV and shall advance to Levels III, II and I on their anniversary dates.

Effective October 1, 2015, current Sergeants on probationary status shall be placed at Level IV. Current Sergeants who have completed their probationary period and are in their second year as a Sergeant shall be placed at Level III. A current Sergeant with three years or more shall remain at Level I.

Effective October 1, 2015 the base salary for Employees in pay grade IV, III, II, I shall be:

Level	SGT
IV	\$73,460
III	\$77,224
II	\$79,035
I	\$81,035

-416 Effective October 1, 2016, October 1, 2017 and October 1, 2018, general salary increase funds will be made available to all Sergeants, the amount of which will be based on the 2014-2017 Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations which is separately ratified and signed by the Association.

APPENDIX I

The following classifications and grades are those in effect as of October 1, 2015.

The classification and the classification description for each job in effect as shown below shall continue in effect unless:

- A. The Employer changes the job content (requirements of the job as to training, skill, responsibility and/or working conditions).
- B. The job is terminated by the Employer or not occupied during a period of one (1) year, or
- C. The existing grade levels are changed by mutual agreement.

Date	Grade	Classification Name
12/17/2010	14	Academic Human Resources Manager/T
10/1/2005	14	Academic Orientation Program Coor/S
7/1/2010	12	Academic Technology Coordinator/S
12/1/1993	11	Accountant I/S
9/1/1994	13	Accountant II/S
12/17/2010	13	Accountant II/S/T
1/1/2006	16	Acct Chief & Mgr of Financial Reporting
5/1/2001	10	Administrative Assistant I/S
4/1/2001	11	Administrative Assistant II/S
6/1/2000	13	Administrative Assistant III/S
10/1/2012	13	Administrative Assistant III/S/T
5/1/2000	14	Administrative Associate I/S
12/17/2010	14	Administrative Associate I/S/T
5/1/2000	15	Administrative Associate II/S
6/1/1999	14	Admissions Assistant Director/S
6/1/1999	15	Admissions Associate Director
1/1/2004	12	Admissions Counselor/S
6/1/1999	16	Admissions Senior Associate Director
3/28/2013	12	Alumni and Donor Relations Coordinator/S
11/1/1997	14	Alumni Programs Assistant Director/S
2/1/1998	14	Alumni/Donor Records Manager
3/1/1995	13	Anatomy Resources Manager
10/1/2014	15	ANR Senior Communications Manager
2/1/1988	14	Applications & Maintenance Prog Mgr I
2/1/1988	15	Applications & Maintenance Prog Mgr II
3/1/2007	12	Architect Landscape II/S
12/1/2007	13	Artist Level Piano Technician
5/1/2006	17	Assistant Chief of Police
6/21/2012	15	Assistant Director Residence Education

1/1/2012	17	Associate Director Residence Education
1/1/1999	15	Asst to the VP for Stud Affairs & Svcs
3/5/2012	17	Ast Dir of Univ Services-Procurement
1/1/1996	12	Athletic Equipment Supervisor
9/1/2006	14	Athletic Ticket Office Manager
6/1/2006	14	Athletic Trainer III/S
7/1/2001	12	Athletic Turf Manager
7/1/2015	13	Athletics Equipment Manager
3/1/2007	15	Audit Manager
10/1/2004	12	Banquet/Catering Manager/S
1/1/2010	13	Banquet/Catering Operations Manager
1/1/1998	14	Biological Safety Officer/S
7/1/2007	15	Breslin Center Associate Director
2/1/2010	15	Broadcasting Svc Mgr Content Comm Eng
3/1/2010	14	Building Process Analyst
12/17/2010	15	C E R I Admin/Career Services Asc Dir
11/1/2009	17	Campus Living Asc Director
3/1/2010	14	Campus Sustainability Ast Dir
7/1/2012	15	Campus Sustainability Director
12/17/2010	16	CANR Communications Manager
10/1/2001	14	Career Services Assistant Director
5/1/2009	12	Career Services Coordinator/S
12/17/2010	12	Catering And Sales Coordinator/S
12/17/2010	15	CGA/Sponsored Projects Sr Administrator
8/1/1993	14	Chemical Safety Officer
11/1/2013	12	Chief Preparator/S
6/17/2013	14	CHM Facilities Planner and Project Admin
4/1/2015	10	Clinic Coordinator I/S
4/1/2015	11	Clinic Coordinator II/S
1/1/2014	11	Clinic Manager I
1/1/2014	12	Clinic Manager II
11/1/2000	14	Clinical Laboratory Manager
3/23/2012	15	Clinical Res Management System Proj Mgr
9/1/2010	12	Clinical Research Coordinator II/S
9/1/2009	13	Clinical Research Informatics Tech III/S
9/1/1994	12	Collections Mgr/MSU Museum
12/1/1997	12	College Alumni Coordinator/S
7/1/2006	15	College of Human Med Operations Admin
12/1/2006	16	College of Social Science Chief Of Staff
11/1/2003	12	Communications Manager I/S
11/1/2003	14	Communications Manager II/S
12/17/2010	14	Communications Manager II/S/P

9/1/1990	17	Computer Laboratory Division Manager
1/1/2012	14	Conference Sales and Services Mgr
9/1/1998	13	Consortium Coordinator I/S
4/1/1997	14	Consortium Coordinator II/S
10/1/2009	16	Construction and Maintenance Asst Mgr
7/1/1992	14	Construction Contract Administrator/S
7/14/2011	17	Contract & Grant/Spons Pgms Asst Dir
10/1/2013	13	Contract & Grant/Sponsored Pgms Ad III/S
7/1/2011	15	Contract & Grant/Sponsored Pgms Mgr
2/1/2007	12	Controller Assistant Manager/Analyst/S
1/1/2006	17	Controller Assistant/Associate
11/1/1996	13	Controller Sr Asst Manager/Analyst/S
7/1/2001	16	Counseling Center Associate Director
12/1/1999	13	Cowles House Manager
4/1/2011	14	Culinary Services Retail & Events Mgr
10/01/2012	12	Curator/S
5/1/2000	11	Curriculum Assistant I/S
3/1/2010	14	Custodial Service Manager
7/1/1992	12	Custodial Supervisor
7/1/2005	11	Cytogenetic Laboratory Technologist II/S
10/1/1998	13	Dairy Plant Manager
2/1/2006	12	Data Integrity Manager
1/1/1998	13	Data Resource Analyst/S
10/12/2012	13	Data Resources Administrator/S
11/1/2004	16	Deputy Chief of Police
9/1/2012	16	Deputy Dir of Management Svcs Bureau
8/1/2006	10	Development Assistant/S
12/1/1993	12	Development Officer I/S
9/1/1996	14	Development Officer II/S
11/1/1997	15	Development Officer III/S
6/1/2007	17	Development Officer IV
6/1/2005	13	Development Research Manager
9/1/2007	10	Dining Services Assistant Manager
5/1/2007	13	Dining Services Complex Manager I
5/1/2007	15	Dining Services Complex Manager II
5/1/2007	11	Dining Services Manager I
5/1/2007	12	Dining Services Manager II
10/1/2009	10	Dining Services Sous Chef
7/1/1992	11	Donor Recognition Coordinator
3/1/2010	13	Donor Relations Assistant Manager
2/1/2003	14	Donor Relations Manager
5/1/2007	17	EBSP Director/Information Tech Asc Dir

6/1/2000	13	Editor III/S
12/17/2010	11	Education Program Coor I/S
10/1/1999	12	Education Program Coor II/S
12/17/2010	16	EIS Associate Director
12/17/2010	13	EIS Systems Analyst
4/20/2012	14	Engagement Center Manager
11/1/1998	17	Engineer V
7/1/1997	12	Engineer/Architect II/S
7/1/1997	14	Engineer/Architect III/S
7/1/1997	16	Engineer/Architect IV/S
12/1/1993	12	Engineering/Physicist Accelerator II/S
12/1/1993	14	Engineering/Physicist Accelerator III/S
4/1/2015	15	Engineering/Physicist Accelerator IV/S
3/1/2004	14	Environmental Compliance Officer/S
5/1/2013	12	Executive Assistant/S
5/1/1999	13	Executive Chef
3/1/2001	15	Executive Development Center Manager
6/1/2000	10	Executive Secretary II/S
2/1/1995	12	Executive Sous Chef
6/1/2000	11	Executive Staff Assistant/S
11/1/2013	12	Exhibitions Manager/S
4/23/2013	12	Facilities Coordinator/S
12/17/2010	14	Faculty Organizational Dev AD/S
4/1/2005	13	Family Resource Center Coordinator/S
10/1/2001	13	Farm Manager I/S
10/1/2001	14	Farm Manager II/S
10/1/2001	15	Farm Manager III
8/1/2002	13	Field Career Services Coordinator/S
6/1/2005	14	Financial Aid Assistant Director/S
11/1/2002	15	Financial Aid Associate Director
3/1/2000	12	Financial Aid Officer II/S
3/1/1999	13	Financial Analyst II/S
8/1/2012	13	Fire & Occupational Safety Inspector
3/1/1994	14	Food and Beverage Manager
8/1/2013	13	Football Technology Manager
6/2/2014	16	FRIB Chief of Staff/S
3/12/2014	15	FRIB Human Resources Manager
1/16/2012	14	FRIB Integration Engineer III/S
1/1/2012	14	FRIB Manufacturing Engineer/S
7/1/2013	12	FRIB Material Handling Coordinator/S
4/26/2012	15	FRIB Procurement Manager
10/01/2012	12	FRIB Project Coordinator II/S

6/1/2013	14	FRIB Talent Manager
3/1/1998	13	Genetics Counselor/S
9/1/2009	13	Gift & Member Services Manager
1/1/2010	14	Golf Course Manager
2/1/1990	12	Golf Course Operations Manager
12/1/2002	14	Golf Course Superintendent
4/1/1996	16	Governmental Affairs Res/Comms Officer/S
10/31/2012	11	Greenhouse Manager I/S
3/1/2004	12	Greenhouse Manager II/S
11/1/1998	17	Grounds Maintenance Manager
3/1/2010	12	Guest Services Conference Manager
10/1/2008	14	Hazardous Waste Coordinator/S
7/1/2013	15	Head Athletic Trainer
3/1/2004	14	Health Care Quality Project Coor II/S
2/1/1988	17	Health Center Associate Director/Clinic
1/1/2008	14	Health Education Service Coordinator
9/1/2003	14	Health Promotion Svcs Integration Coor
2/1/2005	10	Histology Technician III/S
11/1/2009	15	Hospitality Services Sales Manager
6/1/2013	15	Hum Res Assist Director/Solution Center
7/1/1995	15	Hum Res Asst Dir/Human Resource Dev
6/1/2011	14	Human Research Protection Prog Manager
9/1/1998	12	Human Resources Analyst/S
1/1/2005	15	Human Resources Assistant Director
12/17/2010	16	Human Resources Associate Director
12/17/2010	15	Human Resources Ast Director/T
2/1/2006	14	Human Resources Manager
12/17/2010	16	IM Sports Asc Director/TT
7/1/2007	13	Industrial Hygienist II/S
12/17/2010	16	Info Technology Ast Director/P
11/1/1996	12	Information Technologist I/S
4/1/1999	13	Information Technologist II/S
12/17/2010	13	Information Technologist II/S/P
12/17/2010	13	Information Technologist II/S/T
11/1/1996	14	Information Technologist III/S
12/17/2010	14	Information Technologist III/S/P
12/17/2010	14	Information Technologist III/S/T
11/1/1996	15	Information Technologist IV/S
12/17/2010	15	Information Technologist IV/S/T
3/1/2000	11	Information Technologist Prof/S
4/1/2000	17	Information Technology Associate Dir
4/1/2000	16	Information Technology Asst Director

9/1/2012	17	Information Technology Services Director
4/1/2005	16	Information Technology/Chief Info Ofcr
2/7/2013	16	Institutional Studies Assistant Director
5/1/2002	14	Instruc Technology Support Services Mgr
3/1/2010	12	Instructional Laboratory Coordinator/S
8/1/2007	13	Intellectual Property Officer/S
9/1/2007	14	Interior Design Services Manager
8/1/2015	16	Internal Audit Assistant Director
5/1/2006	14	International Business Ctr Asst Dir
4/1/2013	14	Internl Students & Scholars Off Asc Dir
6/1/1995	13	Internl Students & Scholars Off Asst Dir
7/1/2008	15	Intramural Sports Associate Director
12/1/2007	16	Investments & Financial Mgmt Asc Dir
6/1/2006	14	Kellogg Center Assistant Manager
2/1/1996	13	Kellogg Center Engineering Svcs Manager
2/1/1993	17	Kellogg Center Manager
11/1/2010	13	Kellogg Center Rooms Division Manager
5/21/2014	13	Kellogg Center Senior Sales Manager/S
12/1/1998	10	Laboratory Preparation Supervisor
1/1/2010	13	Laboratory Technologist Manager
2/1/2007	12	Laboratory Technologist Supervisor
9/1/2010	15	Land Management Assistant Director/S
11/1/1999	13	Landscape Services Coordinator
9/1/2013	14	LBGT Resource Center Manager
12/17/2010	13	Learning & Assess Ctr Simulation Manager
3/1/2001	12	Library Assistant IV/S
3/1/2001	13	Library Assistant V/S
6/1/2005	10	Licensed Practical Nurse Supervisor
7/1/1992	12	Maintenance/Repair Supervisor
11/1/1996	14	Management Analyst/S
12/17/2010	14	Management Analyst/S/P
12/17/2010	14	Management Analyst/S/T
1/1/1999	15	Manager/Controller
12/17/2010	15	Manager/Controller/T
3/28/2011	14	Marketing & Communications Manager
2/1/2007	10	Marketing and Sales Assistant/S
11/1/1997	14	Marketing and Sales Manager/S
10/1/2009	14	Marketplace Dining Services Manager
1/1/2006	12	Marketplace Executive Chef
9/1/1998	13	Meat Laboratory Manager
11/1/1996	13	Medical Laboratory Manager
7/1/2007	11	Medical Records Service Manager

11/1/2000	12	Medical Technologist III
12/1/1997	11	Microcomputer Hardware/Software Coor/S
9/1/2007	13	Mri Service Manager
5/1/2002	14	MSU Health Team Compliance Officer/S
10/1/2006	14	MSU Health Team Contract Administrator
12/1/2007	15	MSU Health Team Operations Administrator
7/16/2012	13	MSU Health Team Practice Plan Manager
8/1/2012	14	MSU Union Facilities Manager
1/1/2010	14	MSU Union Manager
10/1/1991	14	Multicultural Development Coordinator/S
10/1/1997	14	Munn Arena Mgr
12/17/2010	12	Museum Registrar
11/1/1988	15	Network Communications Manager
11/1/1995	11	Night Manager/S
7/1/2007	14	Occupational Safety Compliance Officer/S
8/1/1989	13	Occupational Therapist II
11/1/2007	16	Ofc Of The Prov Budget & Personnel Ofcr
9/1/2007	15	Office Of Clin Res Operations Admin Mgr
6/1/2000	10	Office Supervisor I
6/1/2000	11	Office Supervisor II
6/1/2000	12	Office Supervisor III
12/17/2010	14	OPB Assistant Budget Officer/S
8/1/1995	16	OPB Asst Dir for Facil Plg and Space Mgt
12/1/2008	14	Operations Manager/Breslin Center
9/1/1989	10	Operations Supervisor I
9/1/1989	11	Operations Supervisor II
9/1/1989	12	Operations Supervisor III
2/1/1999	14	Performing Arts Assistant Director
6/1/1997	15	Performing Arts Associate Director
2/1/1999	13	Pest Management Supervisor
12/1/1993	13	Pharmacist I/S
2/1/1988	15	Pharmacist II
10/1/2005	13	Physical Therapist II
10/1/2005	14	Physical Therapist III
2/1/1988	15	Planetarium Manager
5/26/2011	11	Planner/Inspector/Analyst I/S
10/1/2000	13	Planner/Inspector/Analyst II/S
10/1/1995	14	Planner/Inspector/Analyst III/S
6/1/2000	15	Police Captain
8/1/2006	15	Police Inspector
2/1/1998	14	Police Lieutenant
2/1/1998	89	Police Sergeant

6/1/2013	11	Preparator/S
10/1/2000	11	Procurement Coor/Contract Admin I/S
10/1/2000	13	Procurement Coor/Contract Admin II/S
2/1/2000	11	Programmer Analyst/S
11/1/2004	11	Project/Event Coordinator/S
4/1/1993	15	Psychologist II
1/1/2010	13	Publications Design Coordinator/S
7/1/2008	14	Quality & Risk Mgt Administrator/S
7/1/2011	13	Quality Management Coordinator/S
7/1/1991	14	Radiation Safety Officer/S
12/17/2010	12	Radiation Therapist
11/1/1988	17	Radiation/Chemical/Biological Safety Mgr
5/1/2005	15	Radio Station Manager
7/1/1992	15	Radiologic Computer Systems Manager
11/1/1998	13	Radiology Service Manager
9/1/2004	13	Registrar Assistant Supervisor
10/1/2004	15	Registrar Associate
3/1/2006	16	Registrar Senior Associate
7/1/2006	12	Res/Instructional Equipment Tech II/S
5/1/2012	16	Research Admin Information Tech Manager
11/1/2011	14	Research Administration Manager/S
2/20/2013	11	Research Administrator I/S
10/1/2012	12	Research Administrator II/S
2/1/2001	12	Research Assistant II/S
2/1/2001	13	Research Assistant III/S
5/1/2006	13	Research Quality Assurance Officer/S
4/1/2003	15	Residence Life Associate Director
10/1/2003	14	Residence Life/Assistant Director I
10/1/2003	15	Residential Life/Ast Director II/S
8/1/2014	11	Respiratory Therapist/Pulm Func Tech/S
7/1/2014	13	Restaurant Chef
12/17/2010	14	RHS Assignment Manager
12/17/2010	16	RHS Chief Financial Officer
12/17/2010	16	RHS Chief Marketing Comm Officer
7/1/2012	16	RHS Chief of Staff
12/17/2010	17	RHS Construction & Maintenance Manager
10/1/2013	14	RHS Creative Services Manager
12/17/2010	12	RHS Facilities Assistant Manager
12/17/2010	13	RHS Facilities Manager I
12/17/2010	15	RHS Facilities Manager II
12/17/2010	11	RHS Facilities Supervisor
12/17/2010	15	RHS Human Resources Manager

10/1/2013	16	RHS Planning & Projects Manager
12/17/2010	15	RHS Senior Executive Chef
12/17/2010	16	RHS Support Services Manager
2/1/2013	14	RHS Sustainability Officer/S
2/9/2011	16	RHS System Chief Information Officer
12/1/2001	16	Risk Management & Insurance Asst Dir
9/23/2011	15	Risk Mgmt and Insurance Manager
10/1/1999	13	Safe Place Manager
7/1/1992	13	Sci Instrument Facility Supervisor
12/1/2001	15	Senior Communications Manager/S
12/17/2010	13	Senior HR Professional I/S/P
12/17/2010	14	Senior HR Professional II/S/T
4/1/2007	13	Senior Human Resources Professional I/S
2/1/2007	14	Senior Human Resources Professional II/S
10/1/2006	14	Senior Purchasing Agent/S
12/17/2010	14	Senior Purchasing Agent/S/T
4/1/2009	12	Senior Supply Chain Analyst
10/1/1999	14	Service Learning Center Asst Director
7/1/1999	11	Service Manager I
7/1/1999	12	Service Manager II
7/1/1999	13	Service Manager III
7/1/1999	15	Service Manager IV
7/1/1999	16	Service Manager V
1/1/2005	13	Sexual Assault Safety Program Coor/S
1/1/2010	14	Shooting Range Manager
2/1/2001	14	Skilled Trades Supervisor
2/1/2002	12	Sous Chef/S
6/1/2003	13	Speech Therapist II
12/1/1993	16	Staff Physician/S
7/1/1992	13	Sterilization Unit Supervisor
1/1/2014	15	Strategic Contracts Manager
7/1/2015	16	Strategic Initiatives Implement Mgr/S
7/1/1997	13	Stud-Athlete Life Skills/Acadc Ctr Mgr
8/1/2012	14	Student Behavior/Conflict Resolution Adm
7/1/1992	14	Student Employment Assistant Director
9/1/2003	11	Student Employment Coordinator/S
10/1/1997	14	Student Life Assistant Director/S
1/1/2001	15	Student Life Manager
10/1/2002	10	Student Services Assistant I/S
5/1/1996	12	Student Services Assistant II/S
7/1/2000	14	Student Services Coordinator/S
1/1/2007	15	Study Abroad Associate Director

1/1/2007	13	Study Abroad Program Administrator/S
1/1/2007	12	Study Abroad Program Coordinator/S
10/1/2007	14	Study Abroad Travel Security Admin/S
12/1/1993	12	Systems Analyst I/S
12/1/1993	13	Systems Analyst II/S
12/1/1993	13	Systems Programmer II/S
12/1/1993	14	Systems Programmer III/S
10/1/2007	16	Technical Services Chief Engineer
2/1/2007	15	Telecomm Production/Operations Manager
7/1/1990	15	Telecomm Technical Services Manager
12/1/1993	13	Telecommunications Operations Manager/S
6/1/1998	15	Telecommunications Senior Producer
1/1/1988	17	Telecommunications Systems Manager
11/1/1998	14	Television Producer/Director II/S
2/1/2007	15	Television Station Manager
10/1/2004	13	Tennis Facility Manager
2/1/1996	13	Testing Services Manager
3/1/2010	11	Ticket Office Assistant Manager/S
9/1/2006	12	Ticket Office Associate Manager/S
9/1/2004	13	Ticket Office Manager
5/1/2013	14	Transportation Services Asst Manager
11/1/2002	12	Unit Human Resources Administrator/S
9/1/1997	10	Unit Human Resources Coordinator/S
4/1/1998	14	Unit Information Systems Manager/S
12/1/2008	15	Univ Advancement Computer Systems Mgr
12/1/2009	17	Univ Advancement Systems Mgr
3/1/2008	12	Univ Development Research Coor
9/1/2014	13	University Activities Board Manager
5/1/1996	14	University Apartments Assistant Manager
3/1/2006	15	University Apartments Manager
10/1/2006	14	University Curriculum Administrator
12/17/2010	17	University Housing Associate Director
7/1/2014	14	University Licensing Manager
7/1/2006	15	University Police Support Unit Admin
1/1/2011	11	University Press Editor/S
2/1/2003	16	University Relations Associate Director
10/1/2007	15	University Relations Asst Director/S
9/1/2003	14	University Relations Multimedia Svcs Mgr
10/1/2010	16	University Services Asst Dir-Logistics
10/1/2010	17	University Services Asst Dir-Procurement
1/10/2012	15	Veterinarian/Clinical/S
11/1/1998	12	Veterinary Laboratory Technologist III

12/1/1990	12	Veterinary Technician III
3/1/2010	15	Virtual Univ Design & Technology Mgr
10/1/1994	14	Vocational Rehabilitation Counselor II
5/30/2013	12	Waste Reduction Coordinator/S

**LETTER OF AGREEMENT
BETWEEN
MICHIGAN STATE UNIVERSITY, THE EMPLOYER,
AND
MICHIGAN STATE UNIVERSITY ADMINISTRATIVE-PROFESSIONAL
SUPERVISORS ASSOCIATION**

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

1. For the purposes of Overtime, Employees classified as

Custodial Supervisor - located within the Physical Plant Division

Skilled Trades Supervisor - located within the Physical Plant Division

Golf Course Maintenance Supervisor - located within Landscape Services Department

Landscape Services Supervisor - located within Landscape Services Department

Lieutenants - in accordance with the current overtime policy now in effect in the Department of Police and Public Safety

Maintenance/Repair Supervisor – Located within Residential and Hospitality Services

shall be eligible for overtime consideration as follows:

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

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

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

For the purpose of computing overtime, holiday hours paid will be considered time worked. If an Employee has an unexcused absence on either her/his regularly scheduled working day immediately preceding or her/his regularly scheduled working day immediately following the holiday, the holiday hours will not be considered time worked for the purposes of overtime. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

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



**Human
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www.hr.msu.edu

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

3. For purposes of Emergency Duty, Call-back, Employees classified as Skilled Trades Supervisor and located within Physical Plant Division shall be eligible for call-back consideration as follows:

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

4. For purposes of Late Work Hours, Employees classified as Custodial Supervisor and located within Physical Plant Division and Employees working in the Residential and Hospitality Services Division shall be eligible for Late Work Hour consideration (other classifications having regularly scheduled late work hours will be added upon mutual agreement of the parties) as follows:

Employees who work Late Work Hours shall receive an additional One Thousand Forty (\$1,040.00) Dollars added to their annual base salary while regularly assigned to that shift.

Disputes regarding this provision to be raised in special conference.

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

6. This Letter of Agreement will remain in effect until September 30, 2019, for Employees within classifications specifically identified above. Additions, deletions, or modifications may be made with the mutual agreement of the parties.

FOR THE UNIVERSITY

FOR THE ASSOCIATION

James D. Nash, Director
Employee Relations

Jose Martin Garza, President
MSUAPSA

Date: _____

Date: _____

**MICHIGAN STATE
UNIVERSITY**

**LETTER OF AGREEMENT
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SUPERVISORS ASSOCIATION**

In the event that the provisions of the Public Employment Relations Act prohibiting the mandatory payment of Union dues or a service fee are modified, repealed or otherwise amended, the parties agree to negotiate an orderly transition to implement the modifications and/or amendments to the act relating to Union Security and Union Dues provisions.

FOR THE UNIVERSITY

FOR THE ASSOCIATION



James D. Nash, Director
Employee Relations

Jose Martin Garza, President
MSUAPSA

Date: _____

Date: _____

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SUPERVISORS ASSOCIATION**

EFFECTIVE OCTOBER 1, 2015 – DECEMBER 31, 2015

For the implementation phase of Article 23, Paragraph 364: July 1, 2010 through December 31, 2015, these provisions shall be applied to the Employees' benefits eligible date of hire and payment shall be made in a lump sum during the first calendar quarter of 2016. The amount shall be determined as a calculation based on the Employee's retirement eligible earnings times one half percent (.5%) for the benefits eligible employment period. The Employer shall inform each affected Employee of the amount of the deposit.



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James D. Nash, Director
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Jose Martin Garza, President
MSUAPSA

Date: _____

Date: _____

**LETTER OF AGREEMENT
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RE: Retirement Benefits Implementation

Effective October 1, 2015 – December 31, 2015

Additional MSU 403(B) retirement plan contributions for Employees hired on or after July 1, 2010.

For regular Employees hired on or after July 1, 2010, the Employer will make additional contributions to the MSU 403(b) Retirement Plan as set forth below.

One-Time Lump Sum Contribution:

- A. At the completion of sixty (60) months of active regular continuous service, the Employer will contribute to the Employee's 403(b) Base Retirement Program an amount equal to 2.5% of the Employee's base wage calculated as of June 30th prior to the contribution.
- B. Employees who terminate prior to completion of sixty (60) months of active regular continuous service shall not be eligible for the one-time lump sum contribution.
- C. The lump sum contribution shall be made the month following completion of the sixty (60) months of active regular continuous service months requirement.
- D. The lump sum payment shall be calculated based upon the annual employment status for those Employees working half or three quarter time.



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Yearly Lump Sum Contribution:

- A. For the period of time commencing with the 61st active regular continuous service month and through the 120th active regular continuous service month the Employer will contribute to the 403(b) Base Retirement Program, an amount equal to one-half (1/2) percent of the Employee's base wage, calculated as of June 30th prior to the contribution, for each year of regular service. The lump sum contributions shall be made the month following completion of each year up to a maximum of five (5) yearly contributions.

B. The yearly lump sum payment shall be calculated based upon the annual employment status for those Employees working half or three quarter time.

C. Retiree Access to MSU Health Care and Dental Plan

Upon official retirement from MSU (age sixty-two (62) with at least fifteen (15) years of service credit or twenty-five (25) years of service credit at any age), an official retiree may then enroll (or continue enrollment) in the health care and dental plan coverage available to MSU retirees at the Employee's expense. Enrollment in MSU health care and dental plan coverage may be continued for any eligible spouse, Other Eligible Individual and/or dependent(s) if the official MSU retiree pays the full applicable premium cost for the coverage.

D. Other Provisions

1. Continuous service months are calculated as the period beginning at the date of active employment. The Employee must be actively employed for each month.
2. Periods of inactive service will adjust the calculation for reaching the continuous service requirement.

FOR THE UNIVERSITY

FOR THE ASSOCIATION

James D. Nash, Director
Employee Relations

Jose Martin Garza, President
MSUAPSA

Date: _____

Date: _____

**LETTER OF AGREEMENT
BETWEEN
MICHIGAN STATE UNIVERSITY, THE EMPLOYER,
AND
MICHIGAN STATE UNIVERSITY ADMINISTRATIVE-PROFESSIONAL
SUPERVISORS ASSOCIATION**

RE: BRIDGING FOR EMPLOYEES REHIRED PRIOR TO JULY 1, 2010

During the 2015 negotiations for a successor agreement, the parties agreed to eliminate Article 14, Paragraph 182 of the October 1, 2011 to September 30, 2015 agreement. For purpose of clarity, the eliminated language was as follows:

-182 Employees who return(ed) to the University more than twelve (12) months after terminating will receive credit for past service after working for five (5) additional years. Such prior service credit can only be applied toward retirement.

Employees rehired on or between July 1, 2010 and September 30, 2015 who have not yet met the five (5) year employment bridging eligibility requirement shall be given an opportunity to make an irrevocable choice whether to continue retirement benefits under Article 2, or under the new retirement eligibility provisions effective with the October 1, 2015 collective bargaining agreement. Employees who make the irrevocable choice to pursue bridging eligibility and who complete the required five (5) years of service will be allowed to bridge retirement benefits.



**Human
Resources**

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FOR THE UNIVERSITY

James D. Nash, Director
Employee Relations

Date: _____

FOR THE ASSOCIATION

Jose Martin Garza, President
MSUAPSA

Date: _____

APSA MERIT PAY GUIDELINES

October 1997

The following information is intended to enhance the effectiveness of the APSA merit pay program. It was developed as a result of ongoing discussion between the APSA and MSU Human Resources.

Merit increase allocations should be made based on an assessment of the relative levels of performance achievement among eligible staff, i.e. the best performers should receive the largest increases. Making merit allocation decisions will always involve making subjective judgments. However, there are steps you can follow to enhance consistency. They include:

Step One

Consider each Employee's performance over the past year based on unit-designated criteria, 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

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

Step Two

Group eligible staff into a few performance levels and construct a merit allocation guideline for different performance levels.

This is not a required approach – it is just one method of structuring merit allocation guidelines. Other approaches include:

- using flat dollar increase amounts (rather than percentages)
- 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 are appropriately taken into consideration or affect merit allocations, including:

- the spread of performance levels in a unit,
- whether some exceptional Employees substantially exceed performance expectations.
- The amount of the merit pool,
- The number of Employees in the unit

The following should **not** be considered in determining merit pay:

- eligibility for APL increases
- age, race, gender, handicap, etc.

Step Four

Communicate with each Employee about the specific reasons for his/her merit allocation. Topics to discuss may include the performance criteria you used, key performance results, and any merit guideline you used. This dialog should occur before distribution of the Salary Notification form (and certainly before it is received in the Employee's paycheck). Both the APSA members and the University support merit pay, and place a high value on thorough communication about merit awards.

Revised September 2006

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