

Tentative Agreement
between
Michigan State University, the Employer,
and
Administrative Professional Supervisors Association, the Union

As a result of negotiations between the parties for a successor Collective Bargaining Agreement, the Employer and the Union agree to the following, to be effective from date of ratification, unless otherwise noted, through September 30, 2027. The Agreement hereinafter detailed is subject to ratification by the Employer and the Union. The Agreement is listed in TAs as follows.

Housekeeping Issues


- A. Dates to be changed to reflect the term of the Successor Agreement
- B. Table of Contents and Index to be updated to reflect any changes in the Successor Agreement
- C. The Association withdraws grievance APSA-2-22
- D. Implementation of proposals requiring systems programming will be completed as soon as feasible but not later than:
 - 1. Family sick leave – April 1, 2024
 - 2. Revocation report – eight weeks after ratification
 - 3. General increase – October 1, 2024
 - 4. Retirement match on overtime – January 31, 2024
 - 5. Mins/APL increase – January 1, 2024
 - 6. Ed Assist – January 1, 2024
 - 7. DPPS increases – No later than one month after ratification

All issues not specifically agreed to are hereby withdrawn by the Employer and the Union.

The Employer and the Union voluntarily enter into this Agreement and both parties will recommend its ratification.

FOR THE EMPLOYER

FOR THE UNION



Amy B. Holda, Interim Director
Office of Employee Relations



Jose Martin Garza
Administrative Professional Supervisors Association

Date: 10/21/23

Date: 10-21-2023

-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~~ **BE GENDER INCLUSIVE**.

-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, ~~2023~~ **2027**.

-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~~ **EMAIL** to the Association and if to the Employer, addressed to the Director **OFFICE** 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, ~~2019~~ **2023** or upon full ratification, whichever is later.

-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 26th day of September, 2019 2023.

[The parties agree to update names and signatures of respective representatives.]

**MICHIGAN STATE UNIVERSITY
ADMINISTRATIVE PROFESSIONAL
SUPERVISORS ASSOCIATION**

MICHIGAN STATE UNIVERSITY

Jose Martin Garza

Michigan State University

Mike Ouderkirk
APSA Vice President

Aaron Minnis
APSA Vice President

~~Kathleen Deneau~~
~~APSA Recording Secretary~~

KARLA BAUER
APSA MEMBERSHIP SECRETARY

~~Heather Hazzard Church~~
~~APSA Director~~

RANDY BROWN
APSA CORRESPONDING SECRETARY

~~Melissa Del Rio~~
JAMES TERRILL
APSA Director

~~Natan Espinosa~~
SAM FORTINO
APSA Director

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 **CONTINUED** benefits ("flex-leave") during the remaining months.

Type 2: 75-89% of a 40 hour per week 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. The Employee shall be provided a ~~forty five (45)~~ **SIXTY (60)** day notice of non-renewal of an off-date appointment.

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. A Flex Time Type 2 appointment is not a three-quarter time appointment.
 - 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 **FIFTEEN (15)** or more years of service and at least age sixty-two (62) or twenty-five (25) years of service at any age. Employees meeting the minimum official retirement requirements, and whose most recent hire date is prior to July 1, 2010, 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 their 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 their 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	The retiree may elect to continue coverage for the retiree, spouse, and eligible dependents by paying the applicable premium.

after 7/01/10	
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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:

- A. hire, promote, transfer, assign and layoff because of lack of funds, lack of work and/or other cause; discipline, suspend, **DEMOTE** and discharge for just cause;
- B. decide the work to be performed, the number and location of Employees and units;
- C. 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;
- D. control of its properties and the maintenance of order and efficiency of the workforce;
- E. to determine the type, kind, and schedule of services to be rendered and the work to be performed by Employees covered by this Agreement;
- F. to make all financial decisions, including decisions concerning all accounting, bookkeeping, and other record keeping methods and procedures;
- G. to determine the number, location, or relocation of facilities, buildings, and rooms;
- H. to determine its organizational and business structure;
- I. to purchase services from others;
- J. to determine the necessity for work by Employees; and
- K. to determine the amount and type of supervision.

The Employer and the Union expressly agree that, except as abridged by this Agreement, all powers, rights, and authority of the Employer are reserved by the Employer, and that the Employer retains sole and exclusive control over any and all matters concerning the operation,

management, and administration 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.

DURING THE TERM OF THIS AGREEMENT THE EMPLOYER WILL NOT LOCKOUT EMPLOYEES.

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. Effective October 17, 2019, the parties agree the Employer will voluntarily recognize the Association as the representative for all regular, administrative and professional Employees serving in a supervisory capacity at the College of Human Medicine in Kent County, Michigan.

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.

On August 21, 2018, the Michigan Employment Relations Commission certified the MSU Administrative Professional Supervisors Association in case no. r18 c-032 as the exclusive representative for all employees in such unit described as:

all Community Directors.

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

On March 26, 2018, the Michigan Employment Relations Commission clarified the bargaining unit represented by the Union to include the position of Neighborhood Director. This decision was affirmed by the court of appeals on April 23, 2019. The positions were renamed Engagement Center Managers and placed into the unit effective September 1, 2019.

On May 30, 2019, the University and the APSA signed an agreement to fully integrate MSU College of Law Employees to the University.

THIS SECTION IS EFFECTIVE JANUARY 1, 2024:
REMOTE WORK

1. POSITIONS SUBJECT TO REMOTE WORK AGREEMENTS WILL REMAIN WITHIN THE BARGAINING UNIT WHERE SAID POSITIONS HAD BEEN PLACED OR WOULD HAVE BEEN PLACED WITHIN THE BARGAINING UNIT. THIS PARAGRAPH IS SUBJECT TO THE FOLLOWING:

- a. THE INCLUSION OF SAID POSITIONS IN THE BARGAINING UNIT COMPLIES WITH ALL APPLICABLE LAWS OF THE STATE OF MICHIGAN, THE UNITED STATES, AND OTHER RELEVANT U.S. STATES, NATIONS, AND ENTITIES.**
- b. THE INCLUSION OF SAID POSITIONS IN THE BARGAINING UNIT DOES NOT CREATE ANY OBLIGATIONS ON THE UNIVERSITY BEYOND THOSE IMPOSED BY THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE UNIVERSITY AND THE UNION AND THE LAWS OF THE UNITED STATES AND THE STATE OF MICHIGAN.**
- c. THE PARTIES AGREE TO MEET TO DISCUSS ANY CASE WHERE ITEMS 1(a) AND/OR 1(b) ARE AN ISSUE.**

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 **EMPLOYEES**.

-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 their behalf.

-35 The parties are mutually committed to promoting respect, civility, teamwork and empowerment in the workplace **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. When the

Employer deems necessary, a reasonable charge may be assessed to the Association for such materials provided the Association has been notified of the charges in advance.

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)~~ **THIRTY (30)** 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 their 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)~~ **FORTY-FIVE (45)** hours per month, excluding time afforded ~~THE PRESIDENT AND VICE PRESIDENTS ACTING AS A~~ **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 **PRESIDENT AND VICE PRESIDENTS ACTING AS A 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 their office, **THE MEMBERSHIP SECRETARY SHALL BE AUTHORIZED UP TO FOUR (4) HOURS PER WEEK AND THE CORRESPONDENCE SECRETARY SHALL BE AUTHORIZED UP TO FOUR (4) HOURS PER WEEK. SCHEDULING OF ANY RELEASE TIME WILL BE MUTUALLY AGREED UPON WITH THE SUPERVISOR.** These hours will not accumulate from week to week.

-41 Within one month of a new Employee's hire date, ~~fifteen (15)~~ **THIRTY (30)** 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

- A. The Association President shall normally be released from his/her regular work assignment without loss of time, pay or other benefits as set forth in **Paragraph 43** below.
- B. When the Association President relinquishes his/her office, he/she shall have the right to return to the same classification in his/her former unit that he/she held immediately prior to becoming Association President. If a position in the Association President's classification no longer exists in his/her former unit, then he/she shall have full rights under **Article 9 16**.

For purposes of Article 9, when the Association President relinquishes his/her office, he/she shall be deemed to have the greatest length of service and will be recalled to vacant positions first subject to **Paragraph 143** of Article 9, provided he/she meets the minimum requirements and is capable of performing the duties of the position within a ninety (90) day evaluation period.

If the Association President who relinquishes their office meets the minimum requirements for a vacant position and is denied the ninety (90) day evaluation period he/she shall receive written reasons why he/she was not selected for the evaluation period with a copy to the President of the Association.

-43 Such time off shall not exceed forty (40) hours per week except with the specific approval of the Employer.

ASSOCIATION REPRESENTATIVE

-44 The Employer agrees that **accredited DESIGNATED** 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.

EDUCATION CLASSES

-49 Release time with pay will be granted to those Employees who are elected or selected by the Association to attend education classes conducted or sponsored by the Association. The number will not exceed five (5) Employees at any one time and the total number of hours will not exceed one hundred (100) hours in any one (1) calendar year. The Association agrees to give the Office of Employee Relations as much advance notice as possible concerning such requests for release time.

ARTICLE 6

ASSOCIATION SECURITY

MEMBERSHIP

-50 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

-51 The ~~ASSOCIATION Employer, at the time of hire, rehire, reinstatement, or transfer of~~ **UPON NOTIFICATION OF** an Employee **ENTERING OR RE-ENTERING** into the bargaining unit, ~~shall apprise the prospective member of these provisions and shall~~ **MAY** 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 **MEMBERSHIP SECRETARY** ~~financial officer~~.

-52 The Employer agrees to deduct membership dues from the pay of each Employee who executes or has executed the authorization for checkoff of dues.

-53 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 **MEMBERSHIP SECRETARY** ~~Financial Officer~~, have been ~~delivered~~ **SENT** to the Employer's payroll department at least fifteen (15) calendar days prior to the effective pay day.

-54 All monies deducted by the Employer shall be remitted to ~~the APSA financial officer~~ once each month by the twentieth (20th) calendar day of the month following the month in which deductions were made together with a list of current Employees showing the amount of Association dues deducted from each Employee.

-55 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. **THE EMPLOYER WILL NOTIFY THE APSA MEMBERSHIP SECRETARY OR PRESIDENT VIA EMAIL WHEN THE EMPLOYER IS REFUNDING DUES TO AN EMPLOYEE.**

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

-57 The Employer shall not, during the life of this Agreement, deduct dues from Employees in this bargaining unit for any labor organization other than the Association without APSA's written permission.

-58 APSA shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

DISPUTES CONCERNING COMPLIANCE

-59 The Association shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

REVOCATION

-60 Employee may revoke their 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)~~ **THIRTY (30)** days of receipt. The Employer will notify the Association monthly of the names of Employees who leave or transfer out of the bargaining unit **AND WHO REMAIN IN THE BARGAINING UNIT BUT HAVE REVOKED THEIR CHECKOFF AUTHORIZATION.**

AID TO OTHER LABOR ORGANIZATIONS

-61 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

-62 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

-63 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 ~~EMPLOYER employing department~~ must, if requested by the Employee, allow sufficient time for the Employee to arrange to have Association representation.

-64 An Employee has the right to be informed prior to the investigatory interview of the subject matter of the interview.

-65 An Employee is entitled to a pre-interview conference with their Association representative.

-66 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

-67 Grievances may be handled by Association representatives, **AND/OR DESIGNATED NON-EMPLOYEE ASSOCIATION REPRESENTATIVES** in the processing or hearing of any grievance not to exceed three (3) persons, excluding the aggrieved Employee. **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) **EMPLOYEE** representatives of the Association be paid for participation in any one session.

-68 The Association **PRESIDENT AND/OR VICE PRESIDENT ACTING AS A** Grievance Officer may represent the Employee at all steps of the grievance procedure.

-69 The Association **VICE PRESIDENT ACTING AS A** 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 their supervisor to do so. The Association shall notify the Employer as to the name of its **VICE PRESIDENTS ACTING AS A** Grievance Officer.

-70 An alternative Grievance Officer shall be designated by the Association to act in the absence of the Grievance Officer.

-71 ~~The Grievance Officer shall continue on the assigned duty during the term of office.~~

TIME LIMITS

-72 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

-73 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.

-74 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~~ **UPON** the date of the expiration of the applicable time limit.

-75 **IF THE UNION FAILS TO APPEAL** a grievance ~~is not appealed within fourteen (14) calendar days after (1) receipt of the previous step answer, (2) THE EMPLOYER'S failure to schedule a meeting, or (3) THE EMPLOYER'S failure to~~ **TIMELY** 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

-76 No claim for back wages shall exceed the amount of salary the Employee would otherwise have earned at their regular rate, including offsets for unemployment compensation, workers' compensation and any wages earned.

REPRIMAND, SUSPENSION OR DISCHARGE

-77 In the event an Employee is disciplined, **DEMOTION**, or discharged, copies shall be given to the Employee and **PROVIDED** 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, **DEMOTION**, or discharge, as appropriate.

-78 The affected Employee will be allowed to discuss their disciplinary action with an Association representative, and the Employer will make available an area where they may do so if they are required to leave the premises.

-79 In imposing any discipline on a current charge, the Employer will not take into account any prior infractions where the resulting discipline was issued more than eighteen (18) months previously if there has been no further disciplinary action taken during that time. The time frame in the previous sentence shall be ~~four (4)~~ **SIX (6)** years in cases of discipline arising from violations of the University Policy on Relationship Violence and Sexual Misconduct **AND TITLE IX POLICY** and/or the Anti-Discrimination Policy ~~which was issued on or after the date for full ratification of the 2019 to 2023 Collective Bargaining Agreement. If the SSTU, APA, POAM or CTU obtain more favorable language then the Employer and the Association will bargain over that more favorable language.~~

GRIEVANCES CONCERNING DISCIPLINE

-80 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~~ **RECORD OF VERBAL WARNING OR A WRITTEN 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

-81 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.

-82 Any Employee having a dispute over the interpretation or application of the terms of this Agreement, shall present it to the Employer in a **THE FOLLOWING** manner following.

GROUP GRIEVANCE

-83 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 **PRESIDENT OR VICE PRESIDENT ACTING AS A** 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 1** of the grievance procedure. Any other group grievance shall ~~begin~~ **BE FILED** at Step **3 2**.

ASSOCIATION ASSISTANCE

-84 At each step of the grievance procedure, the Employee may request the presence of the Association **PRESIDENT OR VICE PRESIDENT ACTING AS THE** Grievance Officer.

ORAL STEP

-85 If an Employee believes they have a problem in connection with their employment, they **ARE ENCOURAGED TO** ~~shall~~ discuss it with their immediate supervisor.

FORMAL GRIEVANCE PROCEDURE

STEP 1

-86 ~~If the problem is not resolved the~~ A grievance must be reduced to writing and presented to the **ADMINISTRATIVE HEAD OR DESIGNEE** ~~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 Association **PRESIDENT OR VICE PRESIDENT ACTING AS 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 **ADMINISTRATIVE HEAD OR DESIGNEE** ~~immediate supervisor~~ receives the written grievance. The **ADMINISTRATIVE HEAD OR DESIGNEE** ~~immediate supervisor~~ will schedule a meeting with the grievant and the **PRESIDENT OR VICE PRESIDENT ACTING AS THE** Grievance Officer, if requested by the Employee, within

~~seven (7)~~ **FOURTEEN (14)** calendar days from the day the written grievance was received. The **ADMINISTRATIVE HEAD OR DESIGNEE** ~~immediate supervisor~~ will then answer the grievance in writing within **FOURTEEN (14)** ~~seven (7)~~ calendar days from the meeting at which the grievance was discussed.

STEP 2

~~-87 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 days after its alleged occurrence in order to be a proper matter for the grievance procedure 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

-88 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~~ **1** 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 **FOURTEEN (14)** ~~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 **FOURTEEN (14)** ~~ten (10)~~ calendar days from the date of the meeting at which the grievance was discussed.

ARBITRATION

STEP 4

-89 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)~~ **THIRTY (30)** 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 FOLLOWING PARAGRAPH APPLIES TO ANY GRIEVANCE FILED TO ARBITRATION AFTER OCTOBER 1, 2024.

ANY ARBITRATION HEARING OVER A GRIEVANCE ON AN EMPLOYEE'S SUSPENSION WITHOUT PAY OF FIVE (5) WORKING DAYS OR LONGER AND/OR DISCHARGE SHALL BE COMMENCED WITHIN ONE HUNDRED TWENTY (120) CALENDAR DAYS OF THE ARBITRATOR'S ACCEPTANCE OF THE APPOINTMENT OR SELECTION THROUGH AAA. THE PARTIES MAY EXTEND THE TIME ON MUTUAL AGREEMENT. IF THE ARBITRATOR CANNOT OFFER DATES WITHIN THE ONE HUNDRED TWENTY (120) CALENDAR DAYS, THE PARTIES WILL THEN REQUEST A CONFERENCE WITH THE ARBITRATOR TO SELECT A MUTUALLY AGREEABLE DATE.

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

-90 The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement nor shall they substitute their discretion for that of the Employer or the Association where such discretion has been retained by the Employer or the Association, nor shall they exercise any responsibility or function of the Employer or the Association. 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.

-91 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

-92 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

-93 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

-94 The Employer and the Association agree to meet and confer upon the call of either party **AND SHALL BE SCHEDULED WITHIN FOURTEEN (14) CALENDAR DAYS OF THE REQUEST TO MEET, UNLESS MUTUALLY AGREED OTHERWISE.** Each party shall be represented by not more than four (4) persons at special conferences.

-95 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.

-96 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

-97 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.

-98 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

-99 In the event of a dispute involving any Employee's ability to perform their job at the University when the Employee is not satisfied with the determination of the University's physician, they may submit a report from a medical doctor their own choosing and at their own expense. If the dispute still exists, at the request of the Association, the University's physician and the Employee's doctor shall agree upon a third medical doctor to submit a report to the Employer and the Employee, and the decision of such third-party will be binding on both parties. The expenses of the report of the third-party shall be shared equally by the Employer and the Employee.

ARTICLE 8

FLEXIBLE APPOINTMENTS

DEFINITION

-100 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.

-101 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 their 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% of a 40 hour per week active employment over the entire calendar year (30-35 hours per week) with 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.

-102 Where a Type 1 flexible appointment includes a leave with benefits, the Employee's position is held for their return at the end of the flex-leave, subject to the conditions specified below.

-103 The objective of flex-year appointments is to achieve budget flexibility where departmental functions can be accomplished with 75% employment, through a combination of benefits and other incentives.

-104 Departments identify positions for flexible appointments. Regular Employees, and persons to be employed in those pre-identified positions, may agree to be placed in flexible appointments. Employees desiring flexible appointments, but whose positions are necessarily full-time may apply for transfers to flexible appointments, subject to relevant policies. When a department desires to change a position from full-time to a flexible appointment and the incumbent does not volunteer for that status, reduction in force procedures may be initiated to achieve the reduction within the department. If a flexible appointment position is subsequently eliminated, reduction in force procedures will be initiated. Employees with flexible appointments who later desire a change in appointment may apply for other positions as they become available.

GENERAL PROVISIONS

FLEXIBLE POSITIONS

-105 The department administrator shall identify the positions appropriate for flexible appointments, and, if specific duties are to be eliminated, indicate in writing the duties of such positions which are to be eliminated. This designation must be approved by MSU Human Resources, after receiving Employee input.

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

-107 A flexible position shall maintain that designation until the departmental administrator acts to designate it otherwise by submitting the appropriate form for the approval of MSU Human Resources.

FLEXIBLE APPOINTMENTS

-108 A flexible appointment, either as an initial appointment or as a change of appointment, may be granted only with the agreement of a prospective or current staff member. Without agreement, a current staff member may be subject to the Reduction in Force policy.

-109 A flexible appointment must be arranged in advance with an Employee, and approved by the departmental administrator and the MSU Human Resources.

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

-111 A flexible appointee's FTE salary is the amount that would be paid if an entire year was worked full-time (e.g., \$1,000/month x 12 months = \$12,000). The base salary is the actual expected pay during the year. For example, if the FTE salary is \$12,000, base salary at 75% would be:

Type 1: \$1,000 x 9 months = \$9,000

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

-112 Flexible appointees are regular Employees.

-113 Leaves with benefits may be established for periods of one (1) month or more, up to a maximum of three (3) months (in increments of one (1) month).

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

-115 No Unemployment Compensation is paid during a leave with benefits. (Inasmuch as appointees on flex-leave have neither been laid off nor terminated but are on a mutually agreed upon leave of absence, they are ineligible for Unemployment Compensation. If Unemployment Compensation is sought by the Employee, the leave with benefits is voided and the Employee shall be placed on layoff status, without application of reduction in force provisions).

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

-117 Employees volunteering for flex-leaves must appropriately document their voluntary concurrence with their change in status. This action is subject to the review and approval by MSU Human Resources.

FRINGE BENEFITS

-118 A flexible appointee's benefit eligibility during active flexible status and unpaid flex-leave is as follows:

Benefits Programs. Flexible appointees:

Receive the full University contribution toward health care coverage.

Have Long Term Disability, Dental, and Basic 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. MSU Human Resources will bill Employees for applicable employee deductions related to benefits.

-119 Educational Assistance is available, subject to all other eligibility requirements. However, Type 1 flexible appointees will be allowed to "bank" educational assistance for use during non-work flex-leave periods for six (6) classes up to fourteen (14) credits per MSU academic year.

-120 Personal Leave Days will be credited on a proportionate basis, i.e.: three-quarter (3/4) time service (either Type 1 or 2 Flex) will receive up to eighteen (18) hours in credits each year according to the Personal Leave Days schedule.

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

-122 Paid leave accruals are proportionate, and are accrued as follows:

- Type 1: During active full-time service, the Employee accrues leave as a full-time Employee. During a flex-leave, paid leave does not accrue and may not be utilized (they are frozen subject to relevant policies).
- Type 2: During the entire calendar year, the Employee accrues leave at a proportionate rate (unless additional leaves without pay are taken or the Employee's status changes).

-123 University contribution to the MSU 403(b) Base Retirement Plan and Social Security. (Subject to all current eligibility requirements.)

- Type 1: During active full-time service, the Employee receives University contributions based on their full-time salary. No University contributions are made while the Employee is on a leave with benefits.
- Type 2: The Employee receives the University contributions during the entire year based upon their part-time equivalent salary.

-124 All salary-related benefits (paid leave, Employee-Paid Life, 403(b) Base Retirement Plan, Long Term Disability, Basic Life Plan, Extended Disability, and longevity) are based upon the flexible appointee's base salary. The longevity cap will be that of full-time Employees.

PROBATIONARY PERIODS

-125 Flex-leaves may begin during a probationary period; however, the time spent on the flex-leave will not count toward completion of the probationary period.

OTHER EMPLOYMENT

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

RETURN TO ACTIVE EMPLOYMENT

-127 Employees returning from a flex-leave are assigned to their previously held positions, unless the circumstances of the University change to the extent that the position no longer exists. Those affected by a reduction in force while on flex-leave are eligible for the provisions of the reduction in force policy. Affected Employees will be given written notice as soon as practicable, but no less than that stipulated in the reduction in force policy.

SALARY PAYMENTS

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

HOURS WORKED RECORDS

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

POSITION MAINTENANCE

-130 A position, held by an Employee, which is changed to a flexible appointment, and some of whose duties are thereby eliminated, shall not be downgraded or eliminated as a direct result of the flexible appointment.

~~EXPEDITED DISPUTES~~

-131 Disagreements in the interpretation or application of the flexible appointment policy shall be subject to the grievance procedure and immediately proceed to Step 2 3. ~~If the grievance is arbitrated, the expedited arbitration process shall be utilized.~~

NOTICE REQUIREMENTS

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

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

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

-135 In addition, each Employee shall receive at least ten (10) working days' written notice of the proposed flexible appointment, or modifications thereto, before being required to respond. An affected Employee may consult with a representative of the Association prior to making a voluntary election to accept a flexible appointment.

ARTICLE 9

REDUCTION IN FORCE

-136 The University endeavors to provide continuing employment for Employees. 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. An

Employee may exhaust accrued vacation at the time of layoff but doing so will not extend the Employer's health care contributions.

-137 Whenever practicable, reductions should be made by:

- A. restricting recruitment,
- B. transfers to vacant lateral or ~~lower level~~ **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

-138 Employees to be laid off shall be given a minimum of ~~forty-five (45)~~ **SIXTY (60)** calendar days notice--a copy of which will be sent to the Association President--not to be offset by accrued vacation.

-139 In the event of a **NATIONAL, STATE OR UNIVERSITY** 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)~~ **SIXTY (60)** day written notification required by Paragraph 138, 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 136-137, 141 and 146-153 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 **OR PUBLIC HEALTH EMERGENCY**, air contamination, blight, drought, infestation, explosion, or hostile military action, or similar occurrences resulting from terrorist activities, riots, or civil disorders.

-140 Within a unit, **BY CLASSIFICATION**, probationary Employees will be separated before non-probationary Employees are laid off, where it is determined that the non-probationary Employees are **LIKELY TO BE** capable of performing the work within a ninety (90) days **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).

-141 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.

-142 For purposes of layoff only, layoffs shall be **BY CLASSIFICATION** within units identified below.

NP IT IS UNDERSTOOD BY THE PARTIES THAT THE ORGANIZATIONAL BUSINESS STRUCTURE BELOW IS EVER-CHANGING AND REFLECTS A SNAPSHOT, ACCURATE AT THE TIME OF CONTRACT SIGNATURES. THE EMPLOYER WILL UPDATE THE UNION ANNUALLY WITH THE MOST RECENT SNAPSHOT. LAYOFFS WILL BE ADMINISTERED BASED ON THE UNIT STRUCTURE AT THE TIME OF THE INTENDED ACTION.

[The structure below is not yet updated within this document and will be updated at the time of signatures]

OFFICE OF THE PRESIDENT

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

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

INVESTMENT OFFICE

OFFICE OF CIVIL RIGHT AND TITLE IX

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

COLLEGE OF AGRICULTURE AND NATURAL RESOURCES

Agricultural Food and Resource Economics

COLLEGE OF ARTS AND LETTERS

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

RESIDENTIAL COLLEGE ARTS & HUMANITIES**ELI BROAD COLLEGE OF BUSINESS**

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

COLLEGE OF COMMUNICATION ARTS AND SCIENCES

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

COLLEGE OF EDUCATION

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

COLLEGE OF ENGINEERING

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

COLLEGE OF HUMAN MEDICINE

Anesthesia
Biochemistry & Molecular Biology Chemistry
Cancer Center
CHM Flint
CHM West Michigan
Consortium for Michigan Health Professionals
Center for Ethics & Humanities in the Life Sciences
Department of Orthopedics Chemistry
Emergency Medicine
Epidemiology and Biostatistics
Family Medicine
Health Information Technology Chemistry
Human Medicine Dean
Human Medicine Dean Administration
Institute for Quantitative Health

Learning and Assessment Center Chm
Medical Education Research & Development
Medicine
Microbiology & Molecular Genetics Chemistry
Neurology & Ophthalmology Chemistry
Obstetrics Gynecology & Reproductive Biology
Pediatrics and Human Development
Pharmacology & Toxicology Human Medicine
Physiology Human Medicine
Physiology/Human Pathology - Chemistry
Psychiatry Human Medicine
Radiology Human Medicine
Surgery
The Institute for Health Policy
Translational Neuroscience

JAMES MADISON COLLEGE

James Madison
James Madison College Dean

LYMAN BRIGGS DEAN

SCHOOL OF MUSIC

Band
Community Music School
Music

COLLEGE OF NATURAL SCIENCE

Abrams Planetarium
Biochemistry & Molecular Biology
Biological Modeling Center
Biological Science Program
Biomedical Laboratory Diagnostics Program
Biomolecular Science Gateway
Biotechnology Center
Cell and Molecular Biology Program
Chemistry
Center for Integrative Studies - General Sci
Earth and Environmental Sciences
Ecology Evolutionary Biology & Behavior
Entomology
Food Science & Human Nutrition
Fundamental Materials Research
Genetics Program

Integrative Biology
Mathematics
Microbiology & Molecular Genetics
Natural Science Dean
Neuroscience Program
Physics-Astronomy
Physiology Natural Science
Plant Biology
Plant Products & Technologies
Plant Research Laboratory Nat Science
Program in Mathematics Education
Residential Initiative on Study of Environment
Science & Mathematics Education
Statistics & Probability

COLLEGE OF NURSING

COLLEGE OF OSTEOPATHIC MEDICINE

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

COLLEGE OF SOCIAL SCIENCE

Anthropology Social Science
Center for Anti Counterfeit and Product Protection
Criminal Justice
Center for Advanced Study of Intellectual Development
Center for Integrative Studies

Economics
 Environmental Science and Policy Program
 Geography Environment Spatial Sciences
 Global Change & Earth Observations
 Global Urban Studies
 History
 Human Development & Family Studies
 Human Resources and Labor Relations
 Institute for Public Policy & Social Research
 Matrix
 Political Science
 Psychology Social Science
 Public Utilities Institute
 School of Planning Design & Construction
 Social Science Dean
 Social Work
 Sociology Social Science

HONORS COLLEGE

Honors College Dean

ASSOCIATE PROVOST FOR UNDERGRADUATE EDUCATION

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

COLLEGE OF VETERINARY MEDICINE

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

Veterinary Technology

ASC PROVOST & ASSOCIATE VP ACADEMIC HUMAN RESOURCES

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

FRIB

Facility for Rare Isotope Beams
 National Superconducting Cyclotron Lab

PROVOST AND ACADEMIC AFFAIRS

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

ASSOCIATE PROVOST FOR ACADEMIC SERVICES

Associate Provost for Academic Services
 Financial Aid
 Office of Admissions
 Registrar
 Registrar's Office

ASSOCIATE PROVOST FOR UNIVERSITY OUTREACH AND ENGAGEMENT

Center for Community Engaged Learning
 Community Evaluation and Research Collaborative
 Julian Samora Research Institute
 Natl Collab For Study of University Engagement
 Outreach & Engagement Partnerships
 Outreach & Engagement Strategic Investment
 Performing Arts Facilities & Programs

University Outreach & Engagement - Admin
UOE Communication & Information Technology
Usability/Accessibility Research Consulting

INTERNATIONAL STUDIES AND PROGRAMS

African Studies Center
Asian Studies Center
Canadian Studies Center
International Programs ISP
Center for European And Russian Studies
Center for Gender in Global Context
Center for Advancing Study of International Development
Education Abroad Center Support
Education Abroad Credit Program
International Extension Credit Program
International Studies and Programs Dean
Latin American Studies Center
Office of International Research Collaboration
Office of International Students School

HEALTH TEAM

Department of Orthopedics
Family and Community Medicine
Family Medicine
Health Information Technology
Health Services Quality Management Office
MSU Health Team
Medicine
Neurology Ophthalmology
Nursing
Obstetrics Gyn Reproductive Biology
Osteopathic Manipulative Medicine
Osteopathic Medical Specialties
Osteopathic Surgical Specialties
Pediatrics
Pediatrics and Human Development
Physical Medicine Rehabilitation
Psychiatry
Radiology
Surgery

LIBRARIES

Infrastructure Technology - Library
Libraries

University Archives and Historic Collect
Voice Library

MSU AGBIORESEARCH

Director's Office

MSU EXTENSION

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

GRADUATE SCHOOL

Graduate School Dean
Law School Programming
Teaching Assistant Programs

MICHIGAN STATE UNIVERSITY COLLEGE OF LAW

HEALTH AFFAIRS

Health Affairs
Student Health, Wellness and Safety

INFORMATION TECHNOLOGY SERVICES

IT Services Advanced Research and Academic Technology
IT Services Analytics and Data Solutions
IT Services Application Services
IT Services Client Services
IT Services Clinical Technology
IT Services Communication and Training
IT Services Infrastructure Support
IT Services Innovation and Development
IT Services NACIS
IT Services Office of the CIO
IT Services Project Management
IT Services Research Support
IT Services Security
IT Services VP and CIO
MSU Technology Store

ADMINISTRATION

EVP Administration

Human Resources
Land Management
MSU Foundation
MSU Union
Office Services

INFRASTRUCTURE PLANNING AND FACILITIES

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

FINANCE

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

RESIDENTIAL AND HOSPITALITY SERVICES

Bookstore
Breslin Center
Brody Complex
Case Wonders Halls
Central Bakery
Cowles House
Culinary Services
Culinary Services Retail Operations
Fee Hall
Food Stores

Forest Akers Golf Course
Holden/Wilson Halls
Holmes Hall
Kellogg Center
Land Management
Laundry
Mason-Abbot/Snyder-Phillips Halls
McDonel Hall
MSU Tennis Operations
Owen/Vanhoosen Halls
Residence Education and Housing
Shaw Hall
Spartan Hospitality Group
University Licensing
Vice President for Auxiliary Enterprises

UNIVERSITY ADVANCEMENT

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

UNIVERSITY COMMUNICATIONS

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

**OFFICE OF FREEDOM OF INFORMATION
ACT OFFICER**

**VICE PRESIDENT FOR GOVERNMENTAL
AFFAIRS**

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

RECALL FROM LAYOFF

-143 Recall is the reinstatement of a laid off Employee to active status within the period as defined in the provision on seniority as provided in ~~pp~~Paragraph 145 below. In the event of recall, the Employee will retain the original service date and will receive FTE service credit for up to two (2) years for the period of layoff as specified in Full-time Equivalent Service Months, Article 2, H. 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 interview 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 interview opportunity at another represented work location be offered and rejected by the Employee, no further bypass interview opportunity at another represented work location shall be offered for that represented work location during the remaining recall period.

-144 Employees meeting the conditions for a bypass interview outlined in this Agreement, shall receive consideration for positions until the point when the position posting has been closed. The positions considered for an individual are subject to the conditions stipulated in this article and are further subject to the corresponding grade levels for which the Employee has indicated they wish to be considered.

-145 The two (2) bargaining unit Employees with the greatest length of service who have been notified of imminent layoff or who have been laid off and who:

- a. Meet the minimum requirements of a vacancy and
- b. Are capable of performing the duties of the position within ~~a~~ ~~ninety (90) dayS~~ ~~evaluation period.~~

will be added as a required interview as provided in ~~pp~~Paragraph 157 where the position is at the same or lower salary grade, and at the same or lesser percentage time. The University may consider candidates as allowed by ~~pp~~Paragraph 157 with no obligation to hire the bypass interview candidate.

-146 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.

-147 Employees with the greatest length of service will be given the rights under paragraph 145 first, provided they meet the minimum requirements and are capable of performing the duties of the position within a ninety (90) day~~s~~ evaluation period. An Employee who is one (1) of the two (2) most senior employees and who meets the minimum requirements for a vacant position but who is not added to the list of candidates to be interviewed shall receive written reasons documenting the Employer's decision with a copy to the President of the Association. ~~An Employee who does not successfully complete the ninety (90) day evaluation period shall be returned to layoff status.~~

-148 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.

Unsuccessful termination from two (2) ~~evaluation~~ trial periods.

LAYOFF TRANSITION ADJUSTMENT

-149 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~~ 90 calendar days.

-150 In the event the laid off Employee meets the criteria set forth above, the Employee may at their option, elect to accept a Layoff Transition Adjustment based on the following schedule:

<u>University Seniority</u>	<u>Transition Adjustment</u>
6 years	4 weeks salary
7 years	5 weeks salary
8 years	6 weeks salary
9 years	7 weeks salary
10 years	8 weeks salary

11 years	9 weeks salary
12 years	10 weeks salary
13 years	11 weeks salary
14 years	12 weeks salary
15 years	13 weeks salary
16 years	14 weeks salary
17 years and over	15 weeks salary

-151 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

-152 In case of termination, benefits will be affected as follows:

- A. Dental coverage ceases on the last day of the month in which employment is terminated.
- B. The Long-Term Disability, Basic Life, Optional Employee, Spouse and Child Life and Travel Accident coverage cease on the last day of the month in which employment ends.
- C. Health care coverage may be converted to a direct pay plan by contacting the company involved within thirty-one (31) days.
- D. Employee-Paid Life and Basic Life Plans may be converted, if desired, by contacting the company involved within ~~31 (thirty-one)~~ **THIRTY-ONE (31)** days.
- E. 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~~ **ON** the MSU Human Resources **WEBSITE**.

UNUSED SICK LEAVE CREDITS

-153 A laid-off Employee whose recall rights have expired and who is not otherwise eligible for payout of accrued sick leave under Paragraph 297 and 299 of this Agreement may receive partial payment for unused sick leave credits according to the schedule below.

<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

-154 For purposes of Paragraph 153, "University Seniority" is that which existed as of the effective date of the layoff.

-155 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

-156 The University agrees to the principle of career development of its Employees and will, in good faith, encourage career concepts of employment.

PROCEDURE

-157 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 where mutually agreed upon in writing with the Association and the University**. All candidates who possess the posted qualifications shall be considered. MSU Human Resources will provide employing departments with a list of the candidates. If MSU Human Resources 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 along with up to two (2) bypass interview candidates under ~~p~~Paragraph 145. In the event fewer than five (5) bargaining unit candidates apply and possess the posted qualifications, each shall be interviewed along with up to two (2) bypass interview candidates under ~~p~~Paragraph 145.

-158 The procedures for filling positions shall be by-passed using the procedures in Article 9 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 143 for bypass interview opportunities offered to Employees working at other represented work locations.

-159 It is understood that the listing of bypass interview statuses is not a priority listing and no grievance shall be filed over the issue of priority status.

THE UNIVERSITY MAY UTILIZE "POOL POSTINGS" AND "OPEN RANK" POSTINGS. A "POOL POSTING" IS A POSTING THAT WILL HAVE MULTIPLE OPENINGS BEHIND A SINGLE MAIN POSTED ADVERTISEMENT FOR A VACANCY. AN "OPEN RANK" POSTING IS A POSTING CONTAINING MULTIPLE CLASSIFICATION LEVELS FOR WHICH THE SELECTED CANDIDATE MAY BE HIRED BASED UPON THEIR CREDENTIALS. THE UNIVERSITY WILL NOTIFY THE ASSOCIATION WHEN SUCH POSTINGS ARE UTILIZED.

INTERVIEWS

-160 The responsibility for determining which candidates shall be interviewed will reside with the employing department, except for the up to two (2) bypass candidates referred for interview. This determination will be based upon information obtained from the candidates' credentials. The department should take longevity of service into account when determining who will be interviewed, but capability to do the work shall be the prime factor for setting the interview list.

-161 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

-162 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.

PARTIES TO DO A LOA ON CLASSIFICATION REVIEW

NEW CLASSIFICATIONS AND RATES

-163 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

-164 The Unit Administrator will normally initiate requests for position reclassification.

- A. Requests for position reclassification may **ALSO** be initiated by the Association.
 - 1. ~~Such Requests~~ will be directed to **MSU HR. FOLLOWING MSU HR'S REVIEW OF THE REQUEST, HR WILL MAKE A RECOMMENDATION TO** the Director of Employee Relations whose decision on the request shall not be ~~subject to review or grievance~~ **GRIEVABLE, BUT MAY BE THE SUBJECT OF A SPECIAL CONFERENCE.**
 - 2. A copy of the decision of the Director of Employee Relations 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. **THE DIRECTOR OF EMPLOYEE RELATIONS SHALL MAKE THIS DECISION WITHIN FORTY-FIVE (45) CALENDAR DAYS AFTER RECEIVING HR'S RECOMMENDATION.**
- 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~~ **REVIEWED** 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. IF THE RECLASSIFICATION PROCESS RESULTS IN A CHANGE IN GRADE LEVEL,~~

BETWEEN APSA POSITIONS ONLY, THAT EMPLOYEE SHALL BE PAID THE NEW RATE AND ANY CHANGED BENEFITS AND RETIREMENT CONTRIBUTIONS THIRTY (30) WORK DAYS PRIOR TO THE DATE OF THE REQUEST FOR RECLASSIFICATION.

2. An Employee whose position is reclassified will not be required to serve either a probationary period or trial period. **HOWEVER, WHEN THE EMPLOYEE IS STILL IN THEIR INITIAL PROBATIONARY PERIOD AT THE TIME OF RECLASSIFICATION, THEY WILL SERVE THE REMAINDER OF THE PROBATIONARY PERIOD.**
3. In the event the Employer reclassifies a position in APSA and the incumbent in the position is also an Executive Board Member of APSA, the removal of the APSA Board Member from the bargaining unit shall be delayed for sixty (60) calendar days from the date of approval by Human Resources. In order to qualify for the sixty (60) day delay, the Executive Board Member must have been previously identified to the employer by the APSA. This provision shall not delay the removal of supervisory duties or other personnel changes, including changes in pay, associated with the reclassification.

SALARY RATE

-165 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.

INTERIM ASSIGNMENTS

THE UNIVERSITY SHALL PAY A MINIMUM LUMP SUM "SPECIAL PAYMENT" OF \$500 IN ANY MONTHLY PAY PERIOD WHERE THE EMPLOYEE HAS PERFORMED IN AN INTERIM (OR ACTING) ASSIGNMENT FOR FIFTEEN (15) OR MORE WORKING DAYS. The payment may be a temporary addition to base salary or a lump-sum special payment at the unit's discretion. A lump-sum special payment will not be subject to salary-based benefits, such as the Employer or Employee contributions under the MSU 403(b) base retirement plan, life insurance, etc.

IN ORDER TO QUALIFY FOR A SPECIAL PAYMENT, THE EMPLOYEE MUST BE ASSIGNED TO THE INTERIM (OR ACTING) POSITION BY A SUPERVISOR OR MANAGERIAL UNIVERSITY OFFICIAL. THE INTERIM (OR ACTING) ASSIGNMENT MUST BE TO COVER A VACANCY OR LEAVE. THE ASSIGNMENT WILL BE IN WRITING AND MUST INCLUDE THE FOLLOWING COMPONENTS:

1. **EFFECTIVE DATES. ASSIGNMENT MAY BE EXTENDED ON MUTUAL AGREEMENT, ENDED AT THE EMPLOYER'S DISCRETION OR ENDED BY THE EMPLOYEE WITH FOURTEEN (14) WORKING DAYS NOTICE.**
2. **SUMMARY OF DUTIES.**
3. **COMPENSATION (EITHER THE MINIMUM PAYMENT OR HIGHER AMOUNT).**

4. EMPLOYEE CONTINUES TO ACCRUE SENIORITY AND BENEFITS UNDER THE COLLECTIVE BARGAINING AGREEMENT AND CONTINUES TO BE COVERED UNDER THE AGREEMENT.
5. THE ASSOCIATION CONTINUES TO REPRESENT THE EMPLOYEE.
6. ASSIGNMENT IS AT-WILL, NOT SUBJECT TO THE GRIEVANCE PROCEDURE.
7. EMPLOYEE WILL RETURN TO THEIR PRIOR POSITION AT THE END OF THE INTERIM ASSIGNMENT.

AN ASSIGNMENT IN AN INTERIM ROLE DOES NOT CONSITUTE A RECLASSIFICATION AND DOES NOT WAIVE ANY PROBATIONARY OR TRIAL PERIOD. AN ASSIGNMENT TO AN INTERIM ROLE OUTSIDE OF THE BARGAINING UNIT DOES NOT GIVE RISE TO A CLAIM THAT SUCH WORK SHOULD BE INCLUDED IN THIS BARGAINING UNIT. AN INTERIM ASSIGNMENT DOES NOT OTHERWISE LIMIT THE UNIVERSITY'S OR THE ASSOCIATION'S RIGHTS UNDER THIS AGREEMENT.

ARTICLE 12 PROMOTION/DEMOTION

PROMOTION

-166 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. **THE HIGHER RATE AND ANY BENEFITS SHALL BEGIN ON THE EFFECTIVE DATE OF THE PROMOTION.**

DEMOTION

-167 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

-168 Employees shall serve a twelve (12) month probationary period beginning at the time of hire as a new Employee with the University, **REHIRE TO THE UNIVERSITY (if more than 12 months after separation)**, 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 certification **OF THE EARLY SUCCESSFUL CONCLUSION. FOR THOSE REHIRED WITHIN 12 MONTHS OF SEPARATION, SEE PARAGRAPH 180.**

NEW PARAGRAPH:

TRANSFER TO ANOTHER BARGAINING UNIT POSITION DURING THE TWELVE-MONTH (12) PROBATIONARY PERIOD WILL NOT TERMINATE THE PROBATIONARY PERIOD. THE EMPLOYEE WILL COMPLETE THE REMAINDER OF THE PROBATIONARY PERIOD IN THE NEW POSITION. IF THE REMAINING PROBATIONARY PERIOD IS LESS THAN SIX (6) MONTHS WHEN BEGINNING IN THE NEW POSITION, THEY WILL SERVE SIX (6) MONTHS IN THE TRIAL PERIOD RUNNING CONCURRENT WITH THE PROBATION PERIOD. DURING THIS TIME, THE EMPLOYER RIGHTS UNDER THE PROBATIONARY PERIOD LANGUAGE SUPERSEDE THE RIGHTS UNDER THE TRIAL PERIOD LANGUAGE.

-169 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 their performance.

-170 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

-171 Employees may receive a performance evaluation prior to the completion of the probationary period and thereafter, at least on an annual basis.

-172 The Employer and the Association agree that members of the bargaining unit shall be subject to an appraisal process that is fair.

-173 The Employer and the Association believe that appraisal systems for supervisors at Michigan State University should be bilateral and continuing in nature.

-174 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

-175 An Employee who changes ~~classification~~ **POSITION** within the bargaining unit **BY SELECTION PROCESS, OR AS A RESULT OF A BYPASS**, 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.

-176 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.~~ **THE EMPLOYER MAY PLACE THE EMPLOYEE IN THEIR FORMER POSITION. THE EMPLOYEE'S FAILURE TO ACCEPT PLACEMENT IN THEIR FORMER POSTION WILL BE CONSIDERED A VOLUNTARY RESIGNATION FROM THE UNIVERSITY. IF THE EMPLOYER DOES NOT PLACE THE EMPLOYEE IN THEIR FORMER POSITION OR THERE IS NO POSITION TO BE PLACED IN, THE EMPLOYEE WILL BE GIVEN MANDATORY BYPASS INTERVIEW RIGHTS.**

...

-180 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. **FAILURE OF THIS TRIAL PERIOD WILL RESULT IN THE TERMINATION OF EMPLOYMENT AS THE EMPLOYEE HAS NOT REGAINED SENIORITY RIGHTS.**

ARTICLE 15 OFFICIAL PERSONNEL FOLDER(S)

RIGHT TO EXAMINE

-181 Each Employee shall have the right, upon request, to examine the content of her/his own Official Personnel Record, or portions thereof, as provided by Michigan law.

PROCEDURE

-182 The Employee shall make an appointment with the responsible managerial personnel to examine her/his Official Personnel Record, or portions thereof. Managerial personnel shall be present when the Employee examines their Official Personnel Record, or portions thereof and the Employee may be accompanied by a representative of the Association if the Employee so desires. The Employee may designate in writing their desire to have a representative of the Association examine their record in their absence in a disciplinary matter, and the designated representative shall be allowed to examine the Official Record, or portions thereof.

-183 Employees have a right upon request to see the information out of their records that a "hiring manager" would be allowed to see if they requested to review the Employee's personnel file. To request such a review, the Employee should contact MSU Human Resources with a written or emailed request to do a "hiring manager review" of contents from their Personnel Record. This section does not restrict an Employee's rights to access other desired information as allowed under the Bullard-Plawecki Act or FOIA, but is intended to allow Employees to ascertain what information from their Personnel Records is accessible to hiring managers during pre-offer file reviews.

NOTICE AND EMPLOYEE STATEMENTS

-184 The Employee has the right to submit a statement(s) concerning negative evaluative reports for inclusion in the Official Personnel Record(s). Brief statements may be submitted for inclusion in the Employee's Official Personnel Record(s).

PAST DISCIPLINARY ACTION

-185 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 Record(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. The time frame in the previous sentence shall be ~~four (4)~~ **SIX (6)** years in cases of discipline arising from violations of the University Policy on Relationship Violence and Sexual Misconduct **AND TITLE IX POLICY** and/or the Anti-Discrimination Policy ~~which were issued on or after the date for full ratification of the 2019 to 2023 Collective Bargaining Agreement. If the SSTU, APA, POAM or CTU obtain more favorable language then the Employer and the Association will bargain over that more favorable language.~~ This section may not be used to remove performance evaluations from the Official Personnel Record(s).

PAST COUNSELING MEMORANDUMS

-186 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 Record(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 Record(s). The time frame in the previous sentence shall be ~~four (4)~~ **SIX (6)** years in cases of counseling arising from violations of the University Policy on Relationship Violence and Sexual Misconduct **TITLE IX POLICY** and/or the Anti-Discrimination Policy ~~which were issued on or after the date for full ratification of the 2019 to 2023 Collective Bargaining Agreement. If the SSTU, APA, POAM or CTU obtain more favorable language then the Employer and the Association will bargain over that more favorable language.~~

ARTICLE 16

ABSENCES

PROCEDURE

-187 When absent from work, the Employee must make every effort to notify their supervisor of the reason prior to the beginning of a scheduled **WORKDAY** ~~work day~~. If the absence is to continue beyond the first day, the Employee must notify their supervisor on a daily basis unless otherwise arranged and specifically approved by their supervisor. Failure to comply with this provision for three (3) consecutive **WORKDAYS** ~~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]

-188 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.

-189 Excused absences without pay will not require the use of accrued paid time (excluding sick time).

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

-190 ~~All~~ **NON-MEDICAL** leaves of absence must be approved by the supervisor, administrative head of the unit and MSU Human Resources. **MEDICAL LEAVES OF ABSENCE SHALL REQUIRE A NOTIFICATION TO THE EMPLOYEE'S IMMEDIATE SUPERVISOR, BUT SHALL BE SUBMITTED TO, AND SHALL BE SUBJECT TO THE APPROVAL OF, MSU HUMAN RESOURCES.** They may be taken for reasons as specified below.

-191 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).

-192 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during leaves of absence or extensions and layoffs.

-193 The Employee must consult with ~~the Benefits Division~~ **MSU HUMAN RESOURCES** about maintaining status in Employee benefit programs during leaves of absence without pay subject to and consistent with these program conditions.

USAGE

-194 With the approval of their supervisor(s) and/or MSU Human Resources, eligible employees 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~~ **CHILDCARE** 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. ~~Effective January 1, 2021, This~~ provision shall only apply to employees who do not qualify for paid parental leave as provided through the letter of agreement between the parties.

J. Other reasons deemed appropriate by the Employer.

-195 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.

-196 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

-197 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.

-198 An Employee who fails to notify the Employer of their 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.

-199 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 2019~~

~~-200 Effective October 1, 2019, two and three quarters percent (2.75%) general salary increase funds, calculated on the total salary base as of September 30, 2019, will be made available to~~

Employees. The funds will be allocated in the following manner:

- A. ~~Twenty five percent (25%) of the two and three quarters percent (2.75%) general salary increase funds shall be provided to all Employees in the bargaining unit.~~
- B. ~~Seventy five percent (75%) of the two and three quarters percent (2.75%) 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 are not considered as "does not meet" expectations. 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 2020

~~201 Effective October 1, 2020, two and three quarters percent (2.75%) general salary increase funds, calculated on the total salary base as of September 30, 2020, will be made available to Employees. The funds will be allocated in the following manner:~~

- A. ~~Fifty percent (50%) of the two and three quarters percent (2.75%) general increase funds shall be provided to all Employees in the bargaining unit.~~
- B. ~~Fifty percent (50%) of the two and three quarters percent (2.75%) 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 are not considered as "does not meet" expectations. 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 2021-2022

~~202 Effective October 1, 2023, and October 1, 2024,~~ **OCTOBER 1, 2025, AND OCTOBER 1, 2026** ~~general salary increase funds calculated on the total salary base as of September 30, 2021 and September 30, 2022, respectively~~ **OF THE PRIOR YEAR** ~~will be made available for all Employees, the amount of which will be based on the January 1, 2018 — December 31, 2021~~ **CURRENT** ~~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. Fifty (50%) percent of the increase shall be provided to all Employees in the bargaining unit.~~

~~B. Fifty (50%) 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 to 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.~~

~~-203 For increases effective October 1, 2021 and October 1, 2022, 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 202 A & B.~~

~~-204 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

-205 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).~~

-206 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.

-207 Special merit increases **EITHER LUMP-SUM OR TO THE BASE** or advancement on the salary schedule for merit or other reason deemed appropriate by the University may be granted during the budget year with appropriate **EMPLOYER** 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

-208 Minimum hiring levels will be determined by the Employer.

[UPDATE SALARY TABLES TO REFLECT OCTOBER 1, 2023 INCREASES OF 1% + 3%. 1.9% INCREASE TO BE EFFECTIVE JANUARY 1, 2024]

NEW MINIMUM RATES

-209 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, 2019**23**.

-210 Effective **FOR EACH** October 1, 2020, October 1, 2021 and October 1, 2022, **OF THIS AGREEMENT**, the Minimum Hiring Rates will increase by the percentage of the October 1, 2020, October 1, 2021 and October 1, 2022, general salary increases respectively.

EFFECTIVE OCTOBER 1, 2019**23**

<u>GRADE LEVEL</u>	<u>MINIMUM</u>	<u>AUTOMATIC PROGRESSION LEVEL</u>
8	\$35,135	\$43,919
9	\$37,962	\$47,453
10	\$40,983	\$51,229
11	\$44,280	\$55,350
12	\$47,815	\$59,769
13	\$51,624	\$64,530
14	\$55,751	\$69,689
15	\$60,213	\$75,266
16	\$65,025	\$81,281
17	\$70,299	\$87,786

EFFECTIVE JANUARY 1, 2024, THE MINIMUM AND AUTOMATIC PROGRESSION LEVEL SHALL INCREASE BY 1.9%.

EFFECTIVE JANUARY 1, 2024		
<u>GRADE LEVEL</u>	<u>MINIMUM</u>	<u>AUTOMATIC PROGRESSION LEVEL</u>
8	\$35,135	\$43,919
9	\$37,962	\$47,453
10	\$40,983	\$51,229
11	\$44,280	\$55,350
12	\$47,815	\$59,769
13	\$51,624	\$64,530
14	\$55,751	\$69,689
15	\$60,213	\$75,266
16	\$65,025	\$81,281
17	\$70,299	\$87,786

OVERTIME

-211 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.

-212 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.

-213 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.

-214 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 **WORKDAY** or **work week WORKWEEK**.

-215 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~~ **NOT TO EXCEED** the number of overtime hours worked.*

LONGEVITY PAY

-216 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.

-217 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.

-218 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.

-219 Military leave of absence will not adjust the longevity date.

-220 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.

-221 Employees who are not on the active payroll due to layoff, but who otherwise meet the eligibility criteria, will receive a longevity payment.

-222 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.

-223 If an Employee is not on the payroll September 1, the rate to be used is the Employee's rate of pay upon their return. Longevity pay shall not exceed the longevity pay schedule.

224 PAYMENT SCHEDULE:

* Refer to Letter of Agreement, page ~~111~~_____.

<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%

- 225 Three-quarter (3/4) time Employees: Percentage of first \$7,125 of annual wage.
- 226 One-half (1/2) time Employees: Percentage of \$4,750 of annual wage.

BENEFIT OVERVIEW

-227 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~~ **GOVERNING PLAN DOCUMENTS** on file will prevail.

-228 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

-229 New Employees – and Employees newly appointed to an eligible status – have thirty (30) days from the date of appointment to enroll. If enrollment does not occur within thirty (30) days, the Employee must wait until the next annual enrollment period.

-230 Health care is subject to the ~~January 1, 2018 – December 31, 2021~~ **January 1, 2022-December 31, 2025** 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. In the event the parties to the Health Care Memorandum of Understanding are unable to reach an agreement, either the Association or the

Employer may demand to bargain individually regarding health benefits coverage upon expiration of the ~~January 1, 2018 – December 31, 2021~~ **January 1, 2022-December 31, 2025** Memorandum of Understanding.

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.
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 PPO and HMO shall continue to be offered to Employees. The University's contribution toward the cost of either program shall be the amount of the program having the lower rates in each plan year. This will be known as the base plan. In each of the aforementioned plan years, the cost of the base plan shall be borne in accordance with ~~the 2018-2021~~ **2022-2025** 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

-231 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.

-232 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~~ **GOVERNING PLAN DOCUMENT**.

-233 Full-time and part-time Employees must enroll within thirty (30) days of initial employment or during a scheduled open enrollment. Coverage terminates at the end of the month employment terminates unless the Employee is an official Michigan State University retiree.

-234 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) Dollars. 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.

-235 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.

-236 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.

-237 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.

EMPLOYEE ASSISTANCE PROGRAM

NP: WITHOUT DETRACTING FROM THE EXISTING RIGHTS AND OBLIGATIONS RECOGNIZED IN OTHER PROVISIONS OF THIS AGREEMENT, THE EMPLOYER AND THE UNION AGREE TO REFERRING AND ENCOURAGING EMPLOYEES TO PARTICIPATE IN A COORDINATED PROGRAM DIRECTED TO OBJECTIVES OF EMPLOYEE ASSISTANCE. UPON REQUEST, EMPLOYEES SHALL BE PROVIDED MANAGEMENT RELEASED TIME TO ATTEND UP TO SIX (6) EMPLOYEE ASSISTANCE PROGRAM APPOINTMENTS ANNUALLY.

ARTICLE 21

LEAVES OF ABSENCE WITH PAY

GENERAL PROVISIONS

-249 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.

-250 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.

-251 See sections on benefits for details on types of leaves.

BEREAVEMENT LEAVE

-252 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.

-253 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.

-254 ~~Four (4) consecutive work days in the case of death of spouse, child, or step child.~~

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

Spouse Child/Stepchild	Other Eligible Individual Grandchild	Parent/Stepparent
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~~-255 Three (3) consecutive work days in the case of the death of 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 brother, step sister, or legal guardian.~~

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

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

-256 One (1) day will be allowed in the case of death of an Employee's or an Employee's, spouse's, ~~uncle, aunt, parents' siblings, nephew, niece, siblings' children~~ or a member of the Employee's household.

-257 ~~Up to two (2)~~ **WITH SUPERVISORY APPROVAL**, additional days of accrued vacation, personal leave, **PERSONAL OBSERVANCE DAYS** or compensatory time may be used in the case of the death of a member of the Employee's household. Should such leave be exhausted, unpaid leave may be used.

-258 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.

-259 Part-time Employees will be paid only for the hours scheduled to work but not worked because of the death.

-260 Allowed bereavement leave may be taken any time during the period including the day of death and the day following the funeral.

-261 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

-262 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)~~ **TEN (10)** days as holidays:

New Years (2 days)	Thanksgiving
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas (2 days)
Labor Day	Dr. Martin Luther King, Jr. Day

THE UNIVERSITY RESERVES THE RIGHTS TO DESIGNATE ADDITIONAL HOLIDAYS.

-263 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.

-264 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 (not supplementing with accruals)**, 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.

-265 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.

-266 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

-267 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.

-268 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.

-269 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.

-270 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.

-271 If the Employee is otherwise eligible for holiday pay, holiday pay may be made if jury duty is interrupted by a legal holiday recognized by the University.

-272 Part-time Employees will be paid the difference in pay only for the hours scheduled to work but not worked because of jury duty.

MATERNITY LEAVE (SEE LOA ON PARENTAL LEAVE)

-273 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. **THIS LEAVE SHALL RUN CONCURRENTLY WITH ANY LEAVE UNDER THE FAMILY MEDICAL LEAVE ACT.**

MILITARY DUTY PAY

-274 The University recognizes the value of the military reserve and makes provision for eligible Employees to attend short term military duty without loss of pay.

-275 The University will pay the difference between the Employee's military pay and base pay, if the Employee's military pay is less, for up to fifteen (15) calendar days when ordered to active duty for training, and for up to ten (10) additional calendar days, when ordered to active duty for the purpose of handling civil disorders, per fiscal year.

-276 Eligibility begins on date of hire, rehire, or change to regular status of half-time or more. The Employee must notify supervision of the call to military duty as soon as the information is known and must provide proof of the call to military duty and proof of military pay.

-277 For each full work day of absence, the Employee will receive the difference in pay between:

- A. Regular military pay less any amounts specifically received for meals, housing, or travel, and
- B. Eight (8) hours of regular pay at the base rate of pay excluding shift premium or other premium payment.

-278 An Employee may use accrued vacation time in addition to receiving military duty pay. Part-time Employees will be paid the difference in pay between the total military duty pay received and the Employee's base pay for the total hours scheduled to work but not worked because of the military duty, if the military duty pay is less. **AN APPROVED LEAVE OF ABSENCE FOR MILITARY SERVICE WILL NOT BE COUNTED AS A BREAK IN THE EMPLOYEE'S SERVICE RECORD WHEN DETERMINING THEIR VACATION ALLOWANCE UNDER THE VACATION PLAN, OR ANY OTHER BENEFITS THAT ARE PROVIDED BASED ON MONTHS OF EMPLOYMENT WITH THE UNIVERSITY.**

PERSONAL LEAVE DAYS

-279 The University grants eligible Employees paid time off in order to attend to personal matters. Employees on the payroll as of July 1, will be credited with twenty-four (24) hours of personal leave for use during the fiscal year (July 1 - June 30). Employees who are hired, rehired, or change to regular status of half-time or more during the fiscal year will be credited with personal leave as follows:

<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.

-280 Eligibility begins on date of hire, rehire, or change to regular status of half-time or more. Personal leave days are subject to approval by the Employee's supervisor, and should be requested in advance if possible. Personal leave is to be taken and reported in tenths of an 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.

-281 Part-time Employees will be paid only for the hours scheduled to work but not worked because of the approved absence. Personal leave credits may not be carried forward to the next fiscal year. No payment for unused personal leave credits will be made when the Employee terminates.

SICK LEAVE

GENERAL PROVISIONS

-282 The University grants regular staff working half-time or more and temporary staff working half-time or more, paid time off due to illness. Employees accrue sick leave credits in accordance with the following requirements.

-283 Employees begin earning sick leave credits upon hire or rehire. Full-time Employees accrue sick leave at the rate of four (4) hours for each completed two (2) weeks of service (104 hours annually). Service includes work time and "Leave of Absence with Pay" time, but does not include:

Leave of absence without pay.

Regular Workers' Compensation.

Layoff.

Disciplinary suspension.

-284 Sick leave is credited at the end of each month and may be accumulated to a maximum of one thousand four hundred (1,400) hours.

-285 Sick leave with pay may be used for the following reasons:

- A. Personal illness or incapacity over which the Employee has no reasonable control which prohibits the performance of the duties of the Employee's job.
- B. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the Employee's attendance at work.
- C. To complete appointments for medical or dental treatment when it is not possible to arrange such appointments for non-duty hours.
- D. An Employee may use accrued sick leave credits not to exceed eighty (80) hours in a fiscal year for the illness of a member of the immediate family as defined in Paragraph 254 & 255. **THIS EIGHTY (80) HOUR LIMIT IS WAIVED IF EMPLOYEE HAS APPROVED FMLA LEAVE TO CARE FOR A FAMILY MEMBER.**
- E. Illness or incapacity associated with pregnancy (see Maternity Leave Section).

-286 A physician's statement may be required prior to approval of payment of sick leave. Payment of sick leave is authorized in full hour or tenth of an hour (6 minute) increments.

-287 A maximum of eight (8) hours pay may be made for each day of absence; this may vary for persons on a flexible appointment. Each hour paid to an Employee shall be paid at the base rate of pay, and shall not include shift premium or other premium payment.

COORDINATION WITH OTHER TYPES OF PAY OR BENEFITS

-288 Employees must utilize any accrued sick leave credits, and optionally may thereafter use vacation, **PERSONAL OBSERVANCE DAYS, COMPENSATORY TIME** and personal leave day credits, prior to being placed on an unpaid leave of absence due to illness/disability.

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

-290 Employees may be required to obtain ~~approval from the University physician~~ **A HEALTH PROVIDER'S CLEARANCE** before returning to work.

-291 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.

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

FULL-TIME/PART-TIME STATUS CONSIDERATIONS

-293 Part-time Employees scheduled to work twenty-six (26) hours per week but less than thirty-six (36) shall be credited with seventy-five (75%) percent of the sick leave accruals shown above for full-time Employees.

-294 Part-time Employees scheduled to work twenty (20) hours per week but less than twenty-six (26) shall be credited with fifty (50%) percent of the sick leave accruals shown above for full-time Employees.

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

OTHER PROVISIONS

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

-297 Full-time Employees meeting the University's minimum retirement requirements shall be paid for fifty (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), as of the effective date of retirement.

-298 Full-time Employees who do not meet the University's minimum retirement requirements but have at least five (5) years, but less than ten (10) years of continuous service, and have attained sixty-five (65) years of age at the time of separation, shall be paid fifty (50%) percent of unused sick leave as of the effective date of separation.

-299 Full-time Employees who do not meet the University's minimum retirement requirements but have at least ten (10) years of continuous service, and have attained sixty-five (65) years of age at the time of separation, shall be paid one hundred (100%) percent of unused sick leave as of the effective date of separation.

VACATION PAY

-300 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>
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Completion of First 6 Months of Service	48 hours		
7 th Month through 60 th Month	8 hours/month	96 hours	240 hours
61 st Month through 120 th Month	12 hours/month	144 hours	240 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	96 hours		
7 th Month	16 hours/month	192 hours	240 hours

-301 Employees at grade levels 12 and above will be credited with ninety (96) hours upon Employee completion of the first six (6) months of employment. Thereafter, vacation will accrue at the rate of sixteen (16) hours per month.

-302 Employees accrue vacation pay credits at the rate shown above for each completed month of service. Service includes work time and "Leave of Absence with Pay" time, but does not include:

- A. Leave of absence without pay.

- B. Regular Workers' Compensation.
- C. Layoff.
- D. Disciplinary suspension.

USAGE REQUIREMENTS

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

-304 Vacation may be taken and reported in ~~full hours or~~ tenth of an hour (6 minute) increments.

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

-306 Each hour paid to an Employee shall be paid at the base rate of pay, and shall not include shift premium or other premium payments.

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

-308 While on vacation, an Employee may not change usage for time taken for other forms of paid leave except for a documented illness.

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

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

-311 Part-time Employees scheduled to work twenty-six (26) hours per week but less than thirty-six (36) shall be credited with seventy-five (75%) percent of the vacation accruals shown above for full-time Employees.

-312 Part-time Employees scheduled to work twenty (20) hours per week but less than twenty-six (26) shall be credited with fifty (50%) percent of the vacation accruals shown above for full-time Employees.

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

-314 Employees are expected and encouraged to take their annual vacation accrual each year. An Employee may continue to accrue vacation up to the ~~Special~~ Maximum Accrual shown under the Accrual Schedule section. Further accrual beyond this ~~Special~~ Maximum Accrual is not possible and the Employee will receive no further vacation credit for months of service completed until the Employee reduces vacation credits.

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

ARTICLE 22

EDUCATIONAL PROGRAMS

EDUCATIONAL ASSISTANCE

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

-317 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

-318 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.

-319 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.

-320 Reimbursement for credit courses taken through primarily online institutions and non-Michigan based institutions shall not be covered.

-321 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.

-322 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

-323 Release time may be granted for up to five (5) hours per week.

ELIGIBILITY

-324 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 their supervisor and/or the department/unit administrator.

-325 The Employee must be admitted to the educational institution where the course work will be taken.

-326 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.

-327 To receive reimbursement for non-MSU courses, the Employee shall submit the completed educational assistance form with departmental approval to MSU Human Resources thirty (30) days prior to the start of class and send evidence that they have successfully completed the course within fifteen (15) days of the receipt of such evidence.

-328 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

-329 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).

-330 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.

-331 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.

-332 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.

-333 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

-334 **FULL AND PART-TIME** employees **ARE IMMEDIATELY ELIGIBLE AND** may apply for reimbursement and release time for non-credit courses.

-335 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 **UNIVERSITY College**, Lansing Community College, and High School Adult Education Programs or other MSU Human Resource approved Educational/Training Programs are reimbursable.

-336 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.

-337 Non-credit course reimbursement will not exceed Nine Hundred \$900.00 Dollars per academic year.

338 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.

-339 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

-340 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.

-341 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

-342 Dependent children and spouses/**OTHER ELIGIBLE INDIVIDUALS** 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.

-343 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.

-344 Dependent spouse/**OTHER ELIGIBLE INDIVIDUAL** shall be defined as the legally recognized spouse of a staff member.

-345 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.

-346 The course fee courtesy will be granted through the semester in which the 120th credit is attempted provided the dependent child or spouse is registered as a student in good academic standing at Michigan State University in a curriculum leading to the first baccalaureate degree or to a certificate in the Agricultural Technology program. For undergraduate students with transferable credits, the course fee courtesy is granted through the semester in which the combination of transferable credits and Michigan State University credits attempted equals 120. The course fee courtesy is available only to students enrolled through the on-campus registration process.

-347 The course fee courtesy for dependent children and spouses will be discontinued at the conclusion of the semester or summer session at which the employment of the eligible staff member is terminated. If the dependent child or spouse is enrolled at the time of the eligible staff member's retirement in accordance with 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.

-348 If the dependent child or spouse/**OTHER ELIGIBLE INDIVIDUAL** drops courses or withdraws from school during the refund period, any refund applicable to the course fee courtesy will revert to the University.

-349 Dependent children and spouses of eligible staff on approved leave of absence will be eligible for the course fee courtesy.

-350 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.

-351 This program also covers the surviving dependent children and spouses of eligible staff and retirees.

-352 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.

-353 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.

-354 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.

-355 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.

-356 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.

-357 Course fees covered through the Course Fee Courtesy Program will be limited to courses published in the Schedule of Courses and its supplements.

-358 Requests for application forms or questions regarding the Course Fee Courtesy Program should be directed to MSU Human Resources.

-359 Any changes to the current practices set forth in paragraphs 340-358 shall be subject to negotiations.

ARTICLE 23

RETIREMENT BENEFITS

-360 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.

-361 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

-362 Employee contributions are five (5%) percent and University contributions are ten (10%) percent of the Employee's base salary or wage **AND ANY OVERTIME**.

-363 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.

-364 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.

-365 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.

OTHER RETIREMENT INFORMATION

-366 Additional MSU 403(b) Retirement Plan Contribution for Employees hired on or after July 1, 2010.

-367 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.

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 .75 (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 MSU Human Resources Website.

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

-368 Retiree Access to MSU Health Care and Dental Plan

For Employees hired on or after July 1, 2010, 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.

-369 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

-370 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 their regular rate for time lost during the first seven (7) days not covered by the Workers' Compensation Act, provided they follow the instructions of the University physician, and provided they return 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 their regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until their sick leave is exhausted.

-371 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, **PERSONAL OBSERVANCE DAYS, COMPENSATORY TIME** and personal leave credits.

WORKERS' COMPENSATION (LONG TERM)

-372 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

-373 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.

-374 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.

-375 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.

-376 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 their option, may consult with Association or other representative prior to signing this Agreement.

LONG TERM DISABILITY PLAN

-377 The University provides income protection through the long term disability plan for regular full-time staff.

-378 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.

-379 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

-380 The following special provisions apply only to Employees classified as "Sergeants" and Lieutenants employed by the Department of Police and Public Safety at Michigan State University Police Department **except where limited below.** ~~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

-381 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."

-382 Scheduling

The use of Pass Days, pursuant to Article 25, Paragraphs 388, 389, 390 may be requested and may be taken subject to management direction or approval.

-383 Overtime:

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

-384 Schedule Deviation **Applies to Sergeants and Patrol Lieutenants**

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.

-385 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.

-386 Trading Shifts: **Applies to Patrol Sergeants and Patrol Lieutenants**

Individual Shifts

Employees may trade **individual** 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.

Shift Cycles

Employees may trade shift cycles 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 ~~cycle 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

-387 The term "on-call" means that situation where an off-duty Employee is officially advised by a designated representative that they should be prepared to return to duty. The Employee being so informed shall then remain at home, or at a location no further from their home to the station and which is made known to the department, and be in full control of their 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~~

-388 Normal Work Cycle: **Applies to Patrol Sergeants and Patrol Lieutenants**

A normal work cycle for regular **Employees** ~~full-time Sergeants~~, not including ~~Sergeants~~ **Employees** 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.

-389 The cycle where the Employee will work 14 days instead of 13 days, will be the right of Management to determine. A **Patrol Sergeant or Patrol Lieutenant** will only be required to work

one (1) cycle of 14 days in a three (3) twenty-eight (28) day cycle.

-390 **Patrol Sergeants and Patrol Lieutenants** 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.

-391 Normal Work Day: **Patrol Sergeants and Patrol Lieutenants:**
A normal workday for regular full-time Employees shall be twelve (12) hours, unless regularly scheduled otherwise, ~~not~~ including meal periods.

-392 Overtime: Overtime compensation shall continue to be due for time worked in excess of a normal scheduled work day (as noted in Paragraph 402).

-393 Hours Worked—The starting and quitting times of the twelve (12) hour shift will be:

Days: 5:30 to 17:30

Midnights: 17:30 to 5:30

-394 Eight (8)-Hour **AND TEN (10)-HOUR** Shifts

a) Normal Work Cycle - a normal work cycle for regular full-time **EMPLOYEES Police Sergeants**, shall include five (5) eight (8)-hour shifts **OR FOUR (4) TEN (10) HOUR SHIFTS**, scheduled Monday through Friday, per work week.

b) Normal Work Day - a normal work day for regular full-time **EMPLOYEES Police Sergeants** shall be eight (8) hours, **OR TEN (10) HOURS**, unless regularly scheduled otherwise, not including meal period.

c) Hours Worked – the starting and quitting times of eight (8) hour **AND TEN (10) HOUR** shifts will generally be between 0700 to 1700.

-395 Both parties understand that this does not limit or change the rights of management to establish starting and quitting times and work schedules, **WITH NOTIFICATION TO THE ASSOCIATION PRESIDENT.**

-396 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 DPPS**.) 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 (12) hours and two (2) training days of eight (8) hours during a twenty-eight (28) day work cycle.

-397 Special Event Coverage – There may be times when Management will supplement Special Event positions ~~with Sergeants~~ **Employees** working on shift. This arrangement will be at the discretion of Management.

-398 Generally speaking, only the following circumstances shall relieve a Sergeant **OR LIEUTENANT** from the Special Event assignment process:

- 1. If a ~~Sergeant~~, **POSITION** working a twelve (12)-hour shift, has been granted leave, and the ~~Sergeant~~ **POSITION** has used three (3) paid leave days (other than sick) and the total consecutive days off is eight (8) or greater.
- 2. If a ~~Sergeant~~, **POSITION** working an eight (8)-hour shift, has been granted leave, and the ~~sergeant~~ **POSITION** has used three (3) days (other than sick) and the total consecutive days off is five (5) or greater.
- 3. **IF A SERGEANT OR LIEUTENANT WORKING A TEN (10)-HOUR SHIFT, HAS BEEN GRANTED LEAVE, AND THE POSITION HAS USED THREE (3) PAID LEAVE DAYS (OTHER THAN SICK) AND THE TOTAL CONSECUTIVE DAYS OFF IS FIVE (5) OR GREATER.**

-399 Neither Management nor any Employee should be unduly enriched or **HINDERED** ~~handicapped~~ by an adjustment based on the schedule change.

-400 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 402-403.

-401 Time and One-Half the Straight Hourly Rate

- A. Any 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~~ **Unit**

Administrator or their 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 they have not been notified in advance and the call-back is not continuous with their 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 they are 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 their regular shift and slated to appear within twelve (12) hours before or 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.
- G. Employees who are called into duty as the result of their status as a member of a specialized unit, (i.e. crime scene investigator, accident investigator, special response team, emergency manager, hostage negotiator, etc.), where an immediate off-duty response is required, and where they have not been notified

in advance and the call-back is not continuous with their regular work period shall receive not less than three (3) hours pay at the time and one-half rate.

-402 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 402, A. above. However in those instances where an Employee is required to obtain complaints and warrants and validate complaints immediately preceding or following their tour of duty, they 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 402. These requests must be made through the **Police Chief Unit Administrator** or their designee and are subject to his or her designee's approval.

-403 Approval of Overtime

- A. All overtime shall be authorized by that shift supervisor who is in charge of the ~~d~~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 402, 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.

-404 Pyramiding. Payment for overtime, call-back time, and court appearances (Paragraph 402, E.) shall not be duplicated for the same hours worked as heretofore provided.

FALLEN OFFICER LEAVE

-405 If scheduling permits, permission will be granted to a maximum of one (1) on-duty Employee for one (1) regularly scheduled day, utilizing a ~~d~~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

-406 If the Employee works on a University designated holiday as set forth in Paragraph 262

they 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.

-407 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, TRAINING AND EQUIPMENT

-408 In the procurement of motor vehicles for patrol purposes the Employer shall ~~use best efforts to~~ secure automobiles, and **OTHER DUTY** 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

-409 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.

-410 The Employer will supply all Employees with "Uniform Boots." These "Uniform Boots" ~~will~~ **SHALL** be replaced **OR RESOLED** by the Employer as needed consistent with the procedures for replacement of other Employer supplied equipment.

-411 The University will be responsible for and pay for the dry cleaning of issued uniforms.

MISCELLANEOUS

~~-412 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.~~

-413 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.

-414 Should the University, for whatever reason, deem it necessary to specify an off-duty handgun, the University will issue such a gun. However, an Employee ~~may elect to carry their 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 their own time; and (3) the Employee must use their own ammunition~~ **OUTSIDE OF UNIVERSITY APPROVED TRAINING** ~~which must be approved by the~~

department, unless their personal weapon chambers departmental ammunition.

-415 Police Lieutenants ~~shall also be covered by the above provisions of this Article, paragraphs 380 to 415, but~~ shall not be subject to the salary progression provisions below. ~~They~~ Lieutenants shall be eligible for the general salary increase funds, the amount of which will be based on the ~~January 1, 2018 – December 31, 2021~~ **CURRENT** Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations which is separately ratified and signed by the Association.

-416 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.

-417 The Employer will pay a special clothing allowance of ~~\$300~~ **\$400** 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.

-NP SERGEANTS IN SPECIALTY POSITIONS NOT GENERALLY SCHEDULED TO WORK 12-HOUR SHIFTS SHALL RECEIVE A TEMPORARY SUPPLEMENT TO THEIR ANNUAL BASE SALARY IN THE AMOUNT OF \$2,000 FOR THE DURATION OF THEIR SPECIALIST ASSIGNMENT.

-NP EDUCATION BONUS. SERGEANTS WHO POSSESS A RELEVANT POST-GRADUATE DEGREE SHALL RECEIVE A \$1,000 PER YEAR SUPPLEMENT TO THEIR BASE SALARY. DEGREES MUST BE APPLICABLE TO LAW ENFORCEMENT OR ADMINISTRATION.

-NP SHIFT DIFFERENTIAL. PATROL SERGEANTS AND PATROL LIEUTENANTS SHALL RECEIVE A TEMPORARY SUPPLEMENT TO THEIR ANNUAL BASE SALARY IN THE AMOUNT OF \$2,080 DURING THE PERIOD THEY ARE ASSIGNED TO A MIDNIGHT SHIFT FOR A SHIFT CYCLE. THE SHIFT DIFFERENTIAL DOES NOT APPLY TO AN EMPLOYEE THAT WORKS INDIVIDUAL MIDNIGHT SHIFTS WHILE ASSIGNED TO A DAY SHIFT CYCLE ASSIGNMENT.

SALARY PROGRESSION

-418 Sergeants shall initially be placed at Level I and shall advance to Levels II, III and IV on their anniversary dates.

Effective October 1, ~~2019~~ **2023** the base salary for Employees in pay grade I, II, III, IV shall be:

[Amend to reflect the October 1, 2023 increase of 1% + 3%]

Level	SGT
I	
II	
III	
IV	

Sergeants who, immediately prior to assuming the rank of sergeant, were at the highest salary level for MSU police officers shall initially be placed in level II. All other new sergeants shall be placed at level I upon joining the unit.

-419 Effective October 1, ~~2020~~ **2023**, October 1, ~~2020~~ **2024**, October 1, ~~2021~~ **2025** and October 1, ~~2022~~ **2026**, general salary increase funds will be made available to all Sergeants, the amount of which will be based on the January 1, ~~2018~~ **2022** – December 31, ~~2021~~ **2025** Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations which is separately ratified and signed by the Association.

NP: ONE-TIME BONUS

LIEUTENANTS AND SERGEANTS SHALL RECEIVE A ONE-TIME, LUMP-SUM PAYMENT OF (\$500) AS SOON AS ADMINISTRATIVELY FEASIBLE UPON RATIFICATION OF THIS AGREEMENT. THE SPECIAL PAYMENT WILL NOT BE SUBJECT TO SALARY-BASED BENEFITS.

NP: CAPTAIN OVERTIME

CAPTAINS SHALL RECEIVE TIME AND ONE-HALF (1 ½) THEIR HOURLY RATE WHILE WORKING OVERTIME AT ATHLETICS SPECIAL EVENTS.

ADD: LOA (8/3/22) ON POSTING NEW AND VACANT POSITIONS AND UPDATE SIGNATURES AND DATE

ARTICLE 26

SPECIAL PROVISIONS FOR COMMUNITY DIRECTORS

-420. The position of Community Director will be included under the terms of the CBA, with the following exceptions:

- a. The "Residence Education and Housing Services Community Director Agreement" shall remain in use and have full effect, except as directly contradicted by the terms of the Collective Bargaining Agreement and as otherwise provided herein. The Residence Education and Housing Services Community Director Agreement shall continue to be used, as updated and with information applicable to individual employees. The Union will be given notice of revisions to the "Residence Education and Housing Services Community Director Agreement," and the University will bargain, following a demand from the Union, concerning any mandatory topics of bargaining in the Residence Education and Housing Services Community Director Agreement.
- b. Scheduling of work shall be as provided in the Residence Education and Housing Services Community Director Agreement, rather than the Collective Bargaining Agreement. Community Directors will receive any pay/benefits pursuant to Holidays, paragraph 262 of the collective bargaining agreement.
- c. The following shall apply to Article 7, Settlement of Disputes, Arbitrator's Powers:

The arbitrator shall have no power to change any decision by the University concerning the provision of housing or a meal plan to an employee in the position of Community Director, or to any guest or other person associated with the Community Director. In the event of a termination of employment, the arbitrator will have authority to order the University to pay the pro rata share of the cost of University housing and meal plan based on the time remaining in the Community Directors annual off-date appointment.

- d. The Community Director position shall not be included in the layoff/bypass process. APSA members on layoff shall not be able to bypass into any Community Director position.
- e. The University shall be able to designate the Community Director position, or any individuals in that position, as an off-date position.
- f. The position shall be included in the terms of Association Security as soon as practicable given the need to make programing and systems changes.

- 2) Compensation – Effective as soon as practicable, the University will create a new, FLSA-exempt salary level 88, with a minimum salary of ~~\$42,000~~ **\$49,263.37**, exclusive of housing and food. This will increase each year with the general increase pursuant to the CLO Memorandum of Understanding.
- 3) Automatic Progress Level (APL) and progression increases, shall not apply to the Community Director position. In place of APL and progression increases, the University will make lump-sum payments in July of each year to those Community Directors who are on an annual off-date appointment and who receive another consecutive off-date appointment as a Community Director. The lump-sum payments shall be in the following amounts:
 - a. ~~\$500~~ **750** for the first renewal;
 - b. ~~\$750~~ **1,000** for the second renewal;
 - c. ~~\$1,000~~ **1,250** for the third renewal and
 - d. ~~\$1,250~~ **1,500** for the fourth renewal.

These payments shall not be included in the base salary, nor shall the University make contributions to any retirement plan based on these lump-sum payments.

4) Notices

- a. By April 1 of each year, Community Directors must give the University notice of their desire to return to the Community Director position for the following year. Absent such notice, the University shall be entitled to conclude the employee will not be returning to the position for the following year.
- b. By May 15 of each year, the University will provide notice of its intent to offer another appointment as a Community Director to any employee who indicated a desire to return as a Community Director. The University's failure to give this notice will require the University to continue the employee for forty-five (45) calendar days after the time when the notice is given. For example, if notice is not given until June 1, the employee would be continued in the position until July 15. The University's failure to provide notice will not result in an automatic renewal of the agreement.

APPENDIX I

[UPDATE TO REFLECT CURRENT CLASSIFICATIONS]

The following classifications and grades are those in effect as of October 1, ~~2019~~ **2023**.

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.

**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 Infrastructure, Planning and Facilities

Skilled Trades Supervisor - located within the Infrastructure, Planning and Facilities

FRIB Operations Accelerator Engineer II/III/S - located within the Facility for Rare Isotope Beams

Golf Course Maintenance Supervisor - located within Landscape Services Department

Landscape Services Coordinator - located within Landscape Services Department

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

shall be eligible for overtime consideration as follows:

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

Employees shall have the right to indicate their 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

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**Human
Resources**

Employee Relations

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

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www.hr.msu.edu

directed by the Administrator and does not include casual or unscheduled time spent at work beyond the normal work day or work week.

2. In certain emergency or unusual situations, consideration may be given for overtime pay to those Employees who are called to render special services not usually a part of their regular duties or responsibilities. In those cases, it will be necessary to obtain the approval of the administrative head and 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 Infrastructure, Planning and Facilities shall be eligible for call-back consideration as follows:

An Employee reporting for emergency duty at the Employer's request for work which they had not been notified of in advance and which is outside of and not contiguous with their 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, (defined as any shift that begins between the hours of 3:00 PM and Midnight) Employees classified as Custodial Supervisor and located within the Infrastructure, Planning and Facilities Division, Skilled Trades Supervisor and located within the Infrastructure, Planning and Facilities 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. This shall be removed from the employee's base salary when the employee moves to a shift that does not begin between the hours of 3:00 PM and Midnight.

Disputes regarding this provision to be raised in special conference.

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. Standby Pay

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

7. This Letter of Agreement will remain in effect until ~~September 30, 2023~~, 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

~~Richard W. Fanning, Jr.~~ Amy B. Holda, **Interim** Director
Office of Employee Relations

Jose Martin Garza, President
Administrative Professional Supervisors Association

Date: _____

Date: _____

MICHIGAN STATE
UNIVERSITY

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

The Employer shall maintain electronic copies of the Agreement on its website and Employees shall be permitted to print a copy of the Agreement at the workplace.

FOR THE UNIVERSITY

FOR THE ASSOCIATION



**Human
Resources**

Employee Relations

Michigan State University
1407 S. Harrison, Suite 240
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517-353-5510
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Richard W. Fanning, Jr. Amy B. Holda, **Interim** Director
Office of Employee Relations
Supervisors Association

Jose Martin Garza, President
Administrative Professional

Date: _____

Date: _____

Upon request from the University, the Association agrees to negotiate over the use of "pool postings" during the time this Contract is in effect. A pool posting is a posting that will have multiple openings behind a single main posted advertisement for a vacancy.

~~FOR THE UNIVERSITY~~ ~~FOR THE ASSOCIATION~~

~~Jose Martin Garza, President
MSUAPSA~~

Date: _____ Date: _____

MICHIGAN STATE UNIVERSITY

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

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

FOR THE UNIVERSITY _____

FOR THE ASSOCIATION _____



Human Resources

Richard W. Fanning, Jr., Director
Employee Relations

Jose Martin Garza, President
MSUAPSA

Date: _____

Date: _____

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MICHIGAN STATE UNIVERSITY

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

~~The Association and the Employer agree to meet during the term of the 2019-2023 Agreement for purposes of developing a paid parental leave program which will apply to full-time Employees in the bargaining unit.~~ The purpose of paid parental leave is to enable the Employee to care for and bond with a newborn or a newly adopted or newly placed child. **The Employer will maintain a policy minimally containing the following negotiated components:**

~~Such program shall include the following provisions:~~

Effective Date

~~The program shall become effective with leaves commencing on or after January 1, 2021.~~

Eligibility

To be eligible for paid parental leave, Employees must meet the following criteria:



Human Resources

Employee Relations

- Have been continuously employed with Michigan State University **on a full-time basis**, for at least 24 consecutive months prior to commencement of the leave.
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full-time regular **Employee** (part-time, temporary employees and on call are not eligible for this benefit).
- Meet one of the following:
 - **Be the parent of a newborn** ~~have given birth to a child and to care for the newborn child; or~~
 - ~~have adopted a child under~~ **Be the parent of a child under the age of 18, that is newly added to the household through adoption, legal guardianship, or foster care become a legal guardian, or become a foster parent of a child under the age of 18; or**
 - ~~are the spouse of a person who has given birth to a child; or~~
 - ~~are the spouse of a person who has adopted a child under the age of 18, become a legal guardian, or become a foster parent of a child under the age of 18.~~

- This policy applies to a child that is newly added to the household through adoption, guardianship or foster care and not a child who is already a member of the household.
- An Employee will not receive more than ~~four (4) weeks (or~~ six (6) weeks ~~for leaves commencing on or after January 1, 2023)~~ of paid parental leave in any twelve-month period, regardless of whether more than one birth, adoption, guardianship or foster ~~place~~ placement occurs.
- **In situations where the University employs both parents of a newborn/adopted child as eligible support staff, each may have the stated amount of paid parental leave under this policy. Parents employed in the same department or unit should plan the timing of their leaves in consultation with the chairperson, director, manager, supervisor, or dean.**

General Information

Time Frame, and ~~Duration of Paid Parental Leave Compensation:~~

- ~~Effective with leaves commencing on or after January 1, 2021:~~
Eligible Employees will receive a maximum of four (4) weeks of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of paid parental leave granted for that event. In addition, in no case will an Employee receive more than four (4) weeks of paid parental leave in a rolling 12 month period, regardless of whether more than one birth, adoption, or foster care placement event occurs within that 12 month time frame.
- ~~Effective with leaves commencing on or after January 1, 2023:~~
Eligible Employees will receive a maximum of six (6) weeks of paid parental leave per birth, adoption, or placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the total amount of paid parental leave granted for that event. In addition, in no case will an Employee receive more than six (6) weeks of paid parental leave in a rolling 12 month period, regardless of whether more than one birth, adoption, or foster care placement event occurs within that 12 month time frame.
- Paid parental leave is compensated at 100 percent of the Employee's regular, **straight-time base** pay. Paid parental leave will be paid on ~~a monthly basis on~~ regularly scheduled payroll dates.
- **Paid Pparental** leave is intended to be taken as a single, continuous block of time.
- Paid parental leave shall be taken, **and completed**, within twelve (12) months of the qualifying event.

- Paid parental leave must be used upon commencement of the leave, or for birthing parents, at the time of the birth. Other applicable quotas may be applied, following the paid parental leave, prior to the leave of absence becoming unpaid.
- Upon termination of the individual's employment at Michigan State University, they **the Employee** will not be paid for any unused paid parental leave for which they were eligible.

Coordination With Other Policies:

- Paid parental leave taken under this policy will run concurrently with leave under the **Family and Medical Leave Act (FMLA)**; ~~thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave time off~~ will be counted toward the 12 weeks of available FMLA ~~leave per a 12-month period~~. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave, whether paid or unpaid, granted to the Employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the family and medical leave policy for further guidance on the FMLA.
- Upon a child's birth, the birthing parent must begin a qualifying medical leave of absence by using available paid parental leave. Once paid parental leave is exhausted, the birthing parent may then use sick quotas. If sick quotas are exhausted, it is optional to use vacation, personal, or personal observance quotas prior to becoming unpaid.
 - If the birthing parent is placed on a medical leave of absence before the child's birth, then the birthing parent must begin a qualifying medical leave of absence by using available sick quotas. If sick quotas are exhausted, it is optional to use vacation, personal, and/or personal observance quotas prior to becoming unpaid, if the birthing parent has not yet given birth.
 - If quotas are exhausted, and the parent has given birth, then paid parental leave must be exhausted before beginning unpaid leave of absence.
 - Per MSU's sick time policy, birthing parents could qualify for an additional four (4) weeks of maternity leave. Sick leave quotas may not be used to cover this time; the employee may use vacation, personal, personal observance, or unpaid time. Please see the support staff sick time policy for further details.
- Upon a child's birth, non-birthing parents, must begin their leave of absence by using paid parental leave. Once parental leave is exhausted, they may use family sick quotas. If family sick is exhausted, it is optional to use vacation, personal, and/or personal observance quotas, prior to becoming unpaid.
- Upon placement of a child via either adoption, guardianship, or foster care, parent must begin their leave of absence by using paid parental leave. Once parental

leave is exhausted, they may use family sick, vacation, personal, and /or personal observance quotas, prior to becoming unpaid.

- Michigan State University will maintain all employer paid benefits for which employees are eligible during the paid parental leave period Employees will remain responsible for any employee premiums, contributions, or other required costs.
- If a university holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.
- An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee were on FMLA-qualifying leave.

Return To Work:

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

- ~~• Michigan State University will maintain all Employer paid benefits for which Employees would otherwise be eligible during the paid parental leave period just as if they were taking any other University paid leave such as paid vacation leave or paid sick leave. Employees will remain responsible for any Employee premiums, contributions or other normally required costs.~~
- ~~• If a University holiday occurs while the Employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.~~
- ~~• An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the Employee is on paid parental leave as if the Employee were on FMLA-qualifying leave.~~

Requests for Paid Parental Leave.

- ~~• In cases of a birth an Employee must submit a letter from a physician stating the projected delivery date.~~
- ~~• An Employee who will experience another qualifying condition for the use of parental leave must submit appropriate documentation of the grounds for the use of leave (e.g. date of placement or adoption).~~
- ~~• Employees will provide their supervisor and MSU Human Resources with notice of the request for leave at least 30 days prior to the proposed date of the leave. If the leave was not foreseeable, notice must be given as soon as possible.~~

- The University will develop forms and procedures for requesting a paid parental leave.

FOR THE UNIVERSITY

FOR THE ASSOCIATION

Richard W. Fanning, Jr.
Amy B. Holda, **Interim** Director
Office of Employee Relations

Jose Martin Garza, President
Administrative Professional Supervisors Association

Date: _____

Date: _____

MICHIGAN STATE UNIVERSITY

**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

FOR THE ASSOCIATION

Richard W. Fanning, Jr., Director
Employee Relations

Jose Martin Garza, President
MSUAPSA

Date: _____

Date: _____

MICHIGAN STATE UNIVERSITY

Letter of Agreement
Between
Michigan State University, The Employer
And

MSU Administrative Professional Supervisors Association, The Association

RE: Additional Pay for Non-Standard Schedules

It is recognized that the Facility for Rare Isotope Beams (FRIB) operates continuously most days of the year. While it has the sole authority to schedule employees, the FRIB wishes to attract and retain employees to schedules outside of standard daytime schedules and therefore compensates those with additional pay. As a result of discussions between the parties the following is hereby agreed:

1. Employees in the classifications FRIB Operations Accelerator Engineer II/III/S regularly scheduled to begin work on or after 3:00pm but before 11:00pm and on or after 11:00am but before 11:00pm during weekends shall receive an additional five percent (5%) pay per hour per date actually worked. This does not include someone regularly scheduled to begin work at another time that reports to work early or works past their regular ending time.
2. Employees in the classifications FRIB Operations Accelerator Engineer II/III/S regularly scheduled to work the shift beginning on or after 12:00am but before 8:00am shall receive an additional ten percent (10%) pay per date actually worked. This does not include someone regularly scheduled to begin work at another time that reports to work early or works past their regular ending time.
3. The additional pay will not be received during times of paid time off including but not limited to sick, vacation, compensatory time, funeral leave, etc.



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~~Richard W. Fanning, Jr.~~ Amy B. Holda, **Interim** Director
Office of Employee Relations

Jose Martin Garza, President
Administrative Professional Supervisors Association

Date: _____

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

MICHIGAN STATE

U N I V E R S I T Y

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 their 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

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

RE: DRUG TESTING FOR SAFETY-SENSITIVE POSITIONS

THE EMPLOYER WILL DEVELOP A DRUG AND ALCOHOL TESTING PROGRAM FOR THOSE EMPLOYED IN SAFETY-SENSITIVE POSITIONS TO INCLUDE RANDOM, PERIODIC, REASONABLE SUSPICION, POST-ACCIDENT TESTING AT A MINIMUM.

AFTER DEVELOPMENT AND PRIOR TO IMPLEMENTATION, THE EMPLOYER AND THE ASSOCIATION WILL DISCUSS THE FINAL POLICY/PROGRAM AND WILL BARGAIN OVER MANDATORY TOPICS OF BARGAINING ON THE POLICY/PROGRAM, WHICH DIFFER FROM THE DRAFT PRESENTED TO THE ASSOCIATION ON 10/20/23.

THE PROGRAM WILL BE IMPLEMENTED AS NEEDED AND NOT NECESSARILY ACROSS THE UNIVERSITY.

FOR THE UNIVERSITY

FOR THE ASSOCIATION

**AMY B. HOLDA, INTERIM DIRECTOR
OFFICE OF EMPLOYEE RELATIONS**

**JOSE MARTIN GARZA, PRESIDENT
MSUAPSA**

DATE: _____

DATE: _____

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

RE: DPPS Scheduling

The Employer and the Union agree to meet, upon request, during the term of the Agreement to discuss police scheduling models. Both parties retain their respective rights under the terms of the collective bargaining agreement.

FOR THE UNIVERSITY

FOR THE ASSOCIATION

**AMY B. HOLDA, INTERIM DIRECTOR
OFFICE OF EMPLOYEE RELATIONS**

**JOSE MARTIN GARZA, PRESIDENT
MSUAPSA**

DATE: _____

DATE: _____

**Letter of Agreement
Between
Michigan State University, the Employer,
and
Administrative Professional Supervisors Association (APSA), the Association**

RE: Classification Review

Whereas, the University has informed the Union of its intention to conduct a broad review of the classification system for support staff employees;

And whereas, the parties anticipate this classification review will be a significant effort that will last for an unknown duration,

The Parties have agreed as follows:

- 1. The Union recognizes the University's right to institute a review and revision of its current classification system, and to make changes to the current system or to replace the current system entirely.**
- 2. The following shall apply:**
 - a. The University shall inform the Union when it begins any broad review of the classification system as a whole, and will meet with the Union at least once a month while such a review is on-going to solicit the Union's input on this process.**
 - b. The University agrees to meet with the Union upon demand to bargain in good faith over the impacts of this review upon wages and other mandatory subjects of bargaining. The University is willing to consider the concept of "redlining" employees impacted by the results of the review but cannot guarantee that outcome.**
- 3. This Letter of Agreement does not apply to routine reviews of classifications as have occurred in the past.**

FOR THE EMPLOYER

FOR THE UNION

**Amy B. Holda, Interim Director
Office of Employee Relations**

**Jose Martin Garza, President
Administrative Professional
Supervisors Association**

Date:_____

Date:_____