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**IDnum** 35      **Language** English      **Country** United States      **State** MI

**Union** AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

**Local** Michigan State University local Union Local No. 999, Skilled Trades Council No. 25

Occupations Represented
Multiple occupations represented

**Bargaining Agency** Michigan State University

**Agency industrial classification (NAICS):**

61 (Educational Services)

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**Notes**

**Contact**

**Full text contract begins on following page.**

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Agreement between

**MICHIGAN STATE UNIVERSITY**

and

**MICHIGAN STATE UNIVERSITY LOCAL UNION NO. 999,  
SKILLED TRADES**

**COUNCIL NO. 25, AFSCME, AFL-CIO**

July 1, 1999 through June 30, 2002

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[Preface](#)

[Agreement](#)

[Purpose and Intent](#)

[Rights of the Employer](#)

[Aid to Other Unions](#)

Union

[Recognition](#)

[Occupational Groups](#)

[Union Security - Requirements of Union Membership](#)

[Union Dues, Initiation Fees and Service Charges](#)

[Representation Districts](#)

[Stewards and Alternate Stewards](#)

[Union Bulletin Board](#)

Seniority

[Seniority Defined](#)

[Seniority](#)

[Seniority Lists](#)

[Loss of Seniority](#)

[Seniority of Stewards](#)

[Seniority of Officers](#)

[Shift Preference](#)

Grievance

[Grievance Procedure](#)

[Presenting a Grievance](#)

[Computation of Back Wages](#)

[Reprimand, Suspension or Discharge](#)

[Medical Dispute](#)

Layoffs

[Temporary Layoffs](#)

[Layoffs](#)

[Assignment of Skilled Trades Employees](#)

[Recall Procedure](#)

[Work Opportunity for Laid-off Employees](#)

Leave of Absence

[Absences](#)

Paid Leaves

[Holiday Provisions](#)

[Vacations](#)

[Personal Leave Hours](#)

[Sick Leave](#)

[Funeral Leave](#)

[Jury Duty](#)

[Paid Union Leave/Release Time](#)

[Unpaid leaves](#)

[Personal Leave](#)

[Leave of Absence for Illness or Disability](#)

[Military Leave - Extended Service](#)

[Educational Leave of Absence for Veterans](#)

[Leave for Union Business](#)

[Military Leave - Short Tours of Duty](#)

[General Conditions](#)

Promotions, Transfers, Demotions

[Filling of Vacancies](#)

[Transfers](#)

Compensation and Wages

[Classification and Wages](#)

[Wage Rate Increase Plan](#)

[Working Hours](#)

[Time-and-one-half in Seven-day Operations and in Other Specific Areas of Work](#)

[Equalization of Overtime Hours](#)

[Longevity Pay](#)

Benefit Programs

[Health Care Coverage](#) (Recent questions have arisen relating to the Health Plan language of the Local 999 AFSCME contract. [Click here](#) to view a document advising you of the current Health Plan options available to you.)

[Dental](#)

[Disability Plans](#)

[Employee-Paid Life Plan](#)

[Expanded Life Plan](#)

[Retirement Benefits](#)

Additional Articles

[Educational Assistance](#)

[Assignment of College of Agriculture and Natural Resources Employees](#)

[Supervision Working](#)

[Student Labor](#)

[Special Conferences](#)

[Safety Apparel](#)

[Physical Examinations](#)

[Supplemental Agreements](#)

[Savings Clause](#)

[Contract Documents](#)

[Termination and Modification](#)

[Effective Date](#)

[Appendix I - Schedule of Classifications and Grades](#)

[Appendix II - Schedule of Classifications by Grades](#)

[Appendix III - Wage Schedule July 1, 1999](#)

[Appendix IV - Wage Schedule July 1, 2000](#)

[Appendix V - Wage Schedule July 1, 2001](#)

[Appendix VI - Definitions](#)

[Letters of Agreement](#)

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## PREFACE

1 - The Board of Trustees of Michigan State University and Michigan State University Skilled Trade Local No. 999 of the American Federation of State, County and Municipal Employee's Union (AFL-CIO) recognize their moral and legal responsibilities under federal, state, and local laws relating to fair employment practices.

2 - The University and the Union recognize the moral principles involved in the area of civil rights, fair employment practices and affirmative action and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color, sex, age, marital status, handicap, sexual orientation, political persuasion, or national origin.

## AGREEMENT

3 - This Agreement entered into this First day of July 1999, between the Board of Trustees of Michigan State University (hereinafter referred to as the "Employer") and Michigan State University Skilled Trades Local Union No. 999, Council No. 25, American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

#### ARTICLE 1 - PURPOSE AND INTENT

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

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

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

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

#### ARTICLE 2 - RIGHTS OF THE EMPLOYER

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

#### ARTICLE 3 - AID TO OTHER UNIONS

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

## ARTICLE 4 - RECOGNITION

10 - Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize Michigan State University Skilled Trades, Local 999, Council 25, AFSCME, AFL-CIO as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer in the classifications as set forth in Appendix I excluding temporary, executive, administrative, academic, students, supervisory, professional, technical and clerical personnel.

## ARTICLE 5 - OCCUPATIONAL GROUPS

### 11 - Occupational Group I

Carpenter I  
Carpenter II  
Electrician I  
Electrician II  
Glazier I  
Glazier II  
Grounds Equipment Mechanic  
Locksmith I  
Locksmith II  
Mason I  
Mason II  
Mechanic Auto I  
Mechanic Auto II  
Mechanic Blacksmith I  
Mechanic Blacksmith II  
Mechanic Broadband Communications I  
Mechanic Elevator I  
Mechanic Elevator II  
Mechanic Heating Ventilation Air Conditioning (HVAC) I  
Mechanic Heating Ventilation Air Conditioning (HVAC) II  
Mechanic Maintenance I  
Mechanic Maintenance II  
Mechanic Metal Worker I  
Mechanic Metal Worker II  
Mechanic Parking Equipment I  
Mechanic Parking Equipment II  
Mechanic Refrigeration I

Mechanic Refrigeration II  
Mechanic Telephone I  
Mechanic Telephone II  
Painter I  
Painter II  
Pipe Fitter I  
Pipe Fitter II  
Plasterer I  
Plasterer II  
Plumber I  
Plumber II  
Power Plant Electrician  
Roofer I  
Roofer II  
Trades Helper I  
Trades Helper II  
Upholsterer  
Welder I  
Welder II

12 - Occupational Group II

Bindery Machine Operator I  
Bindery Machine Operator II  
Camera Operator/Image Assembler I  
Camera Operator/Image Assembler II  
Printing Press Operator I  
Printing Press Operator II  
Printing Press Operator III  
Printing Production Group Leader

13 - Occupational Group III

Instrument Maker I  
Instrument Maker II  
Instrument Maker III  
Mechanic Electronics I  
Mechanic Electronics II  
Mechanic Mechanical Equipment  
Research Shop Coordinator  
Research Trades Assistant I  
Research Trades Assistant II

## ARTICLE 6 - UNION SECURITY- REQUIREMENTS OF UNION MEMBERSHIP

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

- a. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- b. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the tenth (10th) day after the thirtieth (30th) day following such effective date, or pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for representation services.
- c. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit or pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for representation services.
- d. An employee who shall tender an initiation fee (if not already a member) and the periodic dues, or a sum equivalent to the initiation fee and periodic dues, uniformly required of all employees in the bargaining unit that are represented by the Union, shall be deemed to meet the conditions of this section.
- e. Employees of the bargaining unit that are represented by the Union shall be deemed to be in compliance with this Union Security Clause if they are not more than sixty (60) days in arrears in payment of membership dues, or the sum equivalent to membership dues as a charge for representation services.
- f. The Employer shall be notified in writing, by the Union, of any employees in the bargaining unit that are represented by the Union who are sixty (60) days in arrears in payment of membership dues, or the sum equivalent.
- g. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits, or any other action arising from this Article or from complying with any request for termination under this Article.

## ARTICLE 7 - UNION DUES, INITIATION FEES AND SERVICE CHARGES



#### A. Payment by Checkoff

15 - The Employer will check off initiation fees and biweekly dues, or service charges, on the basis of individually signed voluntary checkoff authorization cards on forms that have been agreed to by the Employer and the Union. Employees shall tender the initiation fee uniformly required as a condition of acquiring membership in the Union and biweekly membership dues, or service charges, by signing the proper authorization for checkoff form. Employees who are members of the Union must remain members for the duration of the Agreement.

#### B. Employer Responsibility for Deductions

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

#### C. Delivery of Executed Authorizations for Checkoff

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

#### D. When Deductions Begin

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

#### E. Refunds

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

#### F. Remittance of Deductions to Secretary-Treasurer

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

#### G. Termination of Checkoff

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

#### H. Disputes Concerning Checkoff

22 - Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an authorization for checkoff, shall be a proper subject for a special conference. Until the matter is disposed of, no further deductions shall be made.

#### I. Limit of Employer's Liability

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

#### J. List of Members Paying Dues or Service Charges Directly

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

#### K. Disputes Concerning Membership

25 - Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the Union, and if not resolved, may be decided at Step III of the grievance procedure. However, the employee may be retained at work while the dispute is being resolved.

26 - The Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from

compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

#### ARTICLE 8 - REPRESENTATION DISTRICTS

27 - The number of representation districts in the unit shall be as shown in paragraph 28, unless the number is increased or decreased by agreement between the Employer and the Union. The Employer and the Union may redistrict the unit from time to time by mutual agreement.

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

AREA	STEWARDS	ALTERNATE STEWARDS
Alterations & Improvements	1	
Automotive Services	1	
Chemistry-Bio Chem- Plt Res	1	
Cyclotron	1	1
Electrical-Physical Plant	1	1
Engineering	1	
HVAC Operations	1	1
Mechanical-Physical Plant	1	1
Structural-Physical Plant	1	1
Telecommunications	1	
University Printing	1	1

#### ARTICLE 9 - STEWARDS AND ALTERNATE STEWARDS

29 - In each district, employees in the district shall be represented by one District Steward or during his/her absence, an Alternate Steward, who shall be a regular employee and working in the district. The District Steward or Alternate Steward shall be notified in advance and in writing of scheduled overtime periods. Any concerns over the

administration of this provision shall not be subject to the grievance and arbitration procedure. The parties shall use the Special Conference provision to resolve concerns relative to this provision. During scheduled overtime periods for more than one employee in a district, if the District Steward or Alternate Steward is not scheduled to work in accordance with the equalization of overtime provision ([Article 45](#)) the District Steward or Alternate Steward shall appoint an employee scheduled to work as Acting Steward for that particular overtime period.

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

31 - A Chief Steward, or in his/her absence a designated Alternate Chief Steward, may investigate and discuss grievances with District Supervisors and/or District Stewards. The Chief Steward, or in his/her absence a designated Alternate Chief Steward, may leave his/her work during working hours without loss of pay based on the understanding that his/her Supervisor has granted him/her permission to leave his/her work, that the time will be devoted to the prompt handling of legitimate grievances, and that he/she will perform his/her regularly assigned work at all times except when necessary to leave his/her work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

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

## ARTICLE 10 - UNION BULLETIN BOARD

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

- a. Notices of Union educational, recreational and social events.
- b. Notices of Union elections.
- c. Notices of results of Union elections.
- d. Notices of Union meetings.
- e. Notices of job openings.

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

#### ARTICLE 11 - SENIORITY DEFINED

35 - Seniority shall be on a bargaining unit-wide basis in accordance with the employee's last date of hire in Local 999 unless negotiated locally by occupational groups.

36 - "Length of continuous service" means uninterrupted employment with the University, but includes layoffs and other periods of absence authorized by and consistent with this Agreement except as limited by the section designated as "Loss of Seniority," [Article 14](#) of this Agreement.

#### ARTICLE 12 - SENIORITY

##### A. Probationary Employees

37 - New employees hired in the unit shall be considered as probationary employees for the first 1040 hours of work. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the occupational group and shall rank for seniority from the date the probationary period began. There shall be no seniority among probationary employees.

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

## B. Part-time Employees

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

40 - Benefits to part-time employees - The following benefits shall be extended to part-time employees on a proportional basis: vacation time, holidays, personal leave, sick leave, longevity, funeral leave, health, dental, employee paid life, accidental death and dismemberment, and retirement contribution if the employee participates. (See definition of proportional benefits.)

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

## ARTICLE 13 - SENIORITY LISTS

42 - The seniority lists on the date of this Agreement will show the names of all employees of the unit entitled to a ranking for seniority. Service records in effect at the date of this agreement shall be used by the parties hereto as the records of continuous service as of such date.

43 - The Employer will keep the seniority lists up to date at all times, and whenever a Steward shall raise a question of seniority, shall make the seniority list available for his/her inspection for the purpose of settling the question. The Employer will, if requested by the Union, post corrected seniority lists every three (3) months.

44 - Within thirty (30) days after the ratification of this Agreement and every three (3) months thereafter during the term of this Agreement, the Employer shall give to the Union the names of all Union members covered by the Agreement together with their addresses as they then appear on the records of the Employer. The Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose Union duties require them to have such information.

## ARTICLE 14 - LOSS OF SENIORITY

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

- a. He/She resigns or quits.
- b. He/She is discharged or terminated (unless reversed through the grievance or arbitration procedures).
- c. He/She retires.
- d. He/She does not return to work from layoff within fourteen calendar days after having been notified to return by restricted certified or registered mail addressed to the employee at his/her last address filed with the Office of Human Resource Services except when failure to notify and work is due to circumstances beyond the control of the employee. An employee who changes address must notify the Employer of the change.
- e. He/She has been on layoff for a period of time equal to his/her unit seniority at the time of his/her layoff or two (2) years, whichever is lesser.
- f. He/She is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

46 - A grievance involving compliance with this section shall begin at Step Three of the Grievance Procedure.

#### ARTICLE 15 - SENIORITY OF STEWARDS

47 - Notwithstanding their position on the seniority list, Stewards shall in the event of a layoff of any type be continued at work as long as there is work in their district which they can perform and shall be recalled to work in the event of a layoff to the first vacancy in their district which they can perform.

#### ARTICLE 16 - SENIORITY OF OFFICERS

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

#### ARTICLE 17 - SHIFT PREFERENCE

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

## ARTICLE 18 - GRIEVANCE PROCEDURE

### A. Time of Answers

50 - The Employer will answer in writing any grievance presented to it in writing by the Union as indicated below, unless the time is extended by mutual agreement:

- a. By the District Supervisor within five (5) working days from the date of the meeting at which the grievance was discussed.
- b. By the Administrative Head of a unit or division within seven (7) working days from the date of the meeting at which the grievance was discussed.
- c. By the Director of Employee Relations or his/her designated representative within seven (7) working days from the date of the meeting at which the grievance was discussed.
- d. The grievance must be presented in writing by the Chief Steward to the Administrative Head of a unit or division within fifteen (15) working days after its occurrence, except as provided for in Paragraph 67, in order to be a proper matter for the grievance procedure.

### B. Time of Appeals

51 - Any grievance not appealed from an answer at Step II of the grievance procedure to Step III of the grievance procedure within seven (7) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

52 - A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within three (3) months from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.



## ARTICLE 19 - PRESENTING A GRIEVANCE

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

### A. Oral Step

54 - If an employee feels he/she has a grievance and wishes to enter it into the grievance procedure, he/she may discuss it with his/her Immediate Supervisor, or with his/her District Steward, who must then discuss it with the employee's immediate Supervisor before the grievance is referred to the District Supervisor. The Chief Steward may be present at any step or steps of the Grievance Procedure as well as an additional representative of the Employer, and if the Employer, requests that the aggrieved employee be present at any step or steps of the Grievance Procedure to participate in the discussion, he/she will be required to do so.

55 - If the matter is thereby not resolved, the District Steward may discuss the grievance with the District Supervisor on his/her shift. In the absence of a District Supervisor on his/her shift, the District Steward may refer the grievance to the appropriate day shift District Steward who may discuss the matter with the District Supervisor.

### B. Step I

56 - If the grievance is not resolved, the District Steward may reduce the grievance to writing and submit it to the District Supervisor on his/her shift. The grievance shall be dated and signed by the aggrieved employee and his/her District Steward and shall set forth the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the District Supervisor receives the written grievance. A meeting will be arranged between the District Steward and the District supervisor to discuss the grievance. The District Supervisor will then answer the grievance in writing.

### C. Step II

57 - If the grievance is not resolved, the District Steward may refer the grievance to the Chief Steward who may submit it to the Administrative Head, or his/her designated representative of the unit or division, indicating the reasons why the written answer of the District Supervisor was unsatisfactory. The grievance shall not be considered submitted until the Administrative Head, or his/her designated representative, receives the written grievance. A meeting will be scheduled, within ten (10) working days from the date on which the written grievance was submitted, between the Chief Steward, District Steward and the representatives designated by the Employer to discuss the

grievance. The Administrative Head, or his/her designated representative, will then answer the grievance in writing.

#### D. Step III

58 - If the Administrative Head's answer is not satisfactory, the grievance may be referred to the Union President who may submit his/her appeal to the Employer's designated representative indicating the reasons why the written answer of the Administrative Head was unsatisfactory. Within ten (10) working days after receipt of such appeal, a meeting between no more than three (3) representatives of the Union and three (3) representatives designated by the Employer will be scheduled to discuss the grievance.

59 - The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

60 - The Union President or his/her representative shall be allowed time off his/her job without loss of pay to investigate a grievance he/she is to discuss or has discussed with the Employer, upon having received permission from his/her Supervisor to do so. The Supervisor will normally grant permission and provide sufficient time to the Union President or his/her representative to leave his/her work for these purposes subject to necessary emergency exceptions. The privilege of the Union President or his/her representative leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Union President or his/her representative will perform his/her regularly assigned work at all times, except when necessary to leave his/her work to handle grievances as provided herein. The Union President or his/her representative shall schedule this time within the release time provided in [Article 35](#) unless additional time is authorized by the Office of Employee Relations. Any alleged abuse by either party will be a proper subject for a Special Conference.

#### E. Step IV

61 - In the event the Office of Employee Relations' answer is not satisfactory, settlement may be determined by decision of the Arbitrator selected by the parties. The Union President or the Employer shall within thirty (30) calendar days of the Step III answer notify the other party or his designated representative in writing that they wish to appeal the grievance to arbitration. In the event they cannot agree upon an Arbitrator within five (5) working days of the date of the appeal, the party appealing the grievance to arbitration shall within fifteen (15) working days thereafter file a Demand for Arbitration with the American Arbitration Association who shall select an Arbitrator and the

Arbitrator shall establish a hearing date. In the event either party fails to appeal the grievance to arbitration within the specified time limit or the appealing party fails to file the Demand for Arbitration within the specified time limit, the grievance shall be considered settled based upon the last answer by the Employer's designated representative. The fees and approved expenses of the Arbitrator will be paid by the parties equally. The rules of the American Arbitration Association shall apply to all Arbitration hearings.

62 - Grievances within the meaning of the grievance procedure and this arbitration clause shall consist only of disputes about the interpretation or alleged violations of the Agreement. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union.

63 - Finality of Decisions: There shall be no appeal from the Arbitrator's decision. Each such decision shall be final, and binding upon the Union and its members, the employee or employees involved, and the Employer. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of the Arbitrator.

#### ARTICLE 20 - COMPUTATION OF BACK WAGES

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

#### ARTICLE 21 - REPRIMAND, SUSPENSION OR DISCHARGE

65 - In the event of written reprimand, suspension or discharge the employee may request that the Steward of the District and/or the Chief Steward be present. The Employer will make available an area where the employee may discuss a suspension or discharge before he/she is required to leave the property of the Employer.

##### A. Notice

66 - The Employer agrees, upon the written reprimand, suspension or discharge of any employee, to notify promptly in writing the Steward in the district and a copy shall be mailed to the Union President. In the event that an employee is issued a verbal warning, there will be no "Notice of Non-Academic Disciplinary Action - Written Record of Verbal Warning" prepared.

## B. Appeal

67 - Should the reprimanded, suspended, or discharged employee and the Steward consider the discipline to be excessive and without just cause, a grievance shall be submitted within five (5) regularly scheduled work days of the reprimand, suspension or discharge. A grievance over a reprimand shall be submitted by the Chief Steward to the Administrative Head (Step II), whereas a grievance over a suspension or discharge shall be submitted by the Union President to the Office of Employee Relations (Step III). The Office of Employee Relations will schedule a meeting with the Union within three (3) regularly scheduled working days from the receipt of the appeal and shall, within two (2) regularly scheduled working days after said meeting, provide the Union with a written answer to the appeal. Failure to submit a written grievance within the time limits shall constitute a waiver of all claims concerning such reprimand, suspension, or discharge.

## C. Use of Past Record

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

## ARTICLE 22 - MEDICAL DISPUTE

69 - In the event of a dispute involving any employee's physical ability to perform his/her job on his/her return to work at the University from a layoff or leave of absence of any kind, when the employee is not satisfied with the determination of the University's physician, he/she may submit a report from a medical doctor of his/her own choosing and at his/her own expense. If the dispute still exists, at the request of the Union, within 2 working days, the University's physician and the employee's physician shall agree upon a third medical doctor to submit a report to the Employer and the employee, and the decision of such third party will be binding on both parties. The expense of the report of the third party shall be shared equally by the Employer and the employee. The prevailing determination will be effective at a date mutually agreed to by the Union and the University.

## ARTICLE 23 - TEMPORARY LAYOFFS

70 - Due to vacation periods and conditions beyond the Employer's control, adjustments of the work force can be made without application of the layoff procedure of this Agreement. If such temporary adjustment continues for more than ten (10) working days, the Union can request the Employer to adjust the working force according to the layoff provision of the Agreement and the Employer will do so within five (5) working days thereafter.

## ARTICLE 24 - LAYOFFS

71 - When there is a decrease in the work force, the following procedure shall be followed: temporary and probationary employees will be laid off within the affected classification, provided the seniority employees can do the available work.

72 - Seniority employees will be laid off according to unit seniority, within the affected classification, provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at time of layoffs, unless he/she has previously performed the higher-rated job and is able to do the work.

73 - A seniority employee laid off as provided for in Paragraph 72 may then bump a less senior employee in another classification in the same pay grade, within the same occupational group, provided he/she has the ability to perform the available work and so on to classifications in lower pay grades, providing he/she has the ability to perform the available work.

a. Where there is a dispute over ability to do the work the employee shall, prior to the layoff date and with documentation of prior education and/or experience applicable to the position and satisfactory to the Employer, be given one trial period of up to 10 working days in which to demonstrate competency to fill that position.

b. The phrase "satisfactory to the Employer" shall mean the Employer may make an initial determination as to an employee's prior education and/or experience being applicable to the available position. If a dispute exists over the Employer's initial determination, the factual applicability of prior education and/or experience to the position shall be determined through the grievance procedure.

c. A seniority employee who is given notice of layoff and after exhausting all available bump options within her/his occupational group without success, will be eligible to exercise the following option. The employee may bump the Trades Helper with the least seniority in another occupational group if she/he can perform the duties performed by the employee subject to the bump. If the Employer determines that the employee cannot satisfactorily perform the duties of a Trades Helper I, that determination will be grievable under [Article 19](#) of the Agreement. If the position to be bumped is that of a Trades Helper II and the employee is determined not to be able to perform the duties, a grievance may be filed and processed through the first three steps of the grievance procedure. However, the grievance shall not be appealable to step IV of the grievance procedure, which is arbitration.

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

75 - Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during layoffs. Provided however, that during a 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 as otherwise provided for by this Agreement.

76 - In the event of a dispute over a senior employee's ability to do the work as described in paragraphs 71, 72, and 73, the Union may file a grievance at Step 2 of the grievance procedure.

#### ARTICLE 25 - ASSIGNMENT OF SKILLED TRADES EMPLOYEES

77 - Employees covered by this Agreement may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay because of lack of available work in their specific classification. Should the need for a temporary reassignment arise, it will be handled in the following manner.

- a. The Employer will ask for volunteers from the affected classification who would be willing to be reassigned on a temporary basis.
- b. Should there be an insufficient number of volunteers, the requisite number of employees will be reassigned based on the least senior employees within the classification who can perform the work to be assigned.
- c. If there is a dispute as to whether the least senior employee can perform the work, the Union may call for a special conference which must be held before the employee is reassigned.

78 - The Employer will make every effort to give reasonable notice to employees who are to be temporarily assigned.

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

#### ARTICLE 26 - RECALL PROCEDURE

80 - When the working force is increased after a layoff, employees will be recalled according to unit seniority in the classification provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at time of recall unless he/she has previously performed the higher-rated job and is able to do the work.

81 - Seniority of an employee who is reemployed from a seniority list in the same occupational group that he/she was laid off from shall have status restored as of the date he/she left the service of the Employer.

82 - Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. A copy of the notice of recall will be mailed to the Union President and another copy will be placed in the Union's mailbox at the Office of Employee Relations. If an employee fails to report for work within fourteen (14) calendar days from the date of mailing the notice of recall, it shall be considered a voluntary termination.

#### ARTICLE 27 - WORK OPPORTUNITY FOR LAID-OFF EMPLOYEES

83 - The Employer will, in employing new people in any occupational group, give work opportunity bargaining unit-wide to employees with seniority who are at the time laid off and are not expected to be returned to work in their classification, and who can perform the work of the vacant position.

84 - An employee with seniority who is laid off and given work in another occupational group will be given seniority in the new occupational group equivalent to that which he/she had accrued in the occupational group from which he/she was laid off.

85 - The laid off employee shall retain seniority rights in his/her former occupational group until his/her accrued seniority in his/her new occupational group equals the seniority he/she had in his/her former occupational group at which time all of his/her seniority in his/her former occupational group shall be cancelled. If the employee exercises his/her seniority rights and returns to his/her former occupational group prior to the cancellation of seniority, he/she shall do so with all accumulated seniority.

#### ARTICLE 28 - ABSENCES

86 - An employee is expected not to be absent from work for any reason other than personal illness without making prior arrangements before the start of the shift with the supervisor. Unless such prior arrangements are made, notice must be given to the supervisor immediately of the reason for being absent. If the absence is to continue beyond the first day, the supervisor must be notified on a daily basis, unless otherwise

arranged with and specifically approved by the supervisor. The employee is responsible to notify the supervisor in situations as described above. When notice is provided by someone other than the employee, the employee will be held accountable for the message and the receipt of the supervisor's response. Each employee will be given a telephone number in order to notify their supervisor if they are going to be absent. If a dispute arises as to whether the employee contacted the supervisor, in the first dispute, the employee will be given the benefit of the doubt.

## ARTICLE 29 - HOLIDAY PROVISIONS

87 - The paid holidays are designated as:

	1999/2000	2000/2001	2001/2002
Independence Day	July 5	July 4	July 4
Labor Day	September 6	September 4	September 3
Thanksgiving	November 25	November 23	November 22
Thanksgiving	November 26	November 24	November 23
Christmas	December 24	December 25	December 24
Christmas	December 27	December 26	December 25
New Year's	December 31	January 1	December 31
New Year's	January 3	January 2	January 1
Memorial Day	May 29	May 28	May 27

88 - Whenever one of these holidays falls on a Saturday and the employee does not work on this day or on a scheduled day off in the employee's work week and no other day is observed as a holiday by the Employer, the employee will receive an alternate day off with pay, the time to be arranged with his/her Supervisor. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday, except for the day before or after Christmas and the day before or after New Year's which shall be considered separately each year.

89 - If an employee is absent on either his/her scheduled working day immediately preceding or his/her scheduled working day immediately following the holiday, he/she will not be paid for the holiday unless his/her absence is excused. However, if an employee is laid off for the period between the end of fall semester and the beginning of spring semester because of lack of work, he/she will receive the same holiday pay given to the rest of the employees.



90 - If an employee terminates his/her employment, he/she will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his/her projected terminal vacation leave (except when an employee retires).

91 - Employees who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to holiday benefits proportionate to the time actually employed.

92 - Employees who are required to work on any University designated holiday shall be paid at a rate of one and one-half (1/2) times their regular rate of pay plus holiday pay. An employee shall not receive more than two and one-half (2 1/2) times his/her regular rate of pay for hours worked on a holiday.

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

94 - There will be no holiday pay when the employee is on a leave of absence without pay, on layoff, or on Regular Workers' Compensation.

#### ARTICLE 30 - VACATIONS

95 - Vacations with pay shall be credited at the end of each month based on an employee's length of continuous full-time employment as shown in the following plan: (For part-time employees see [Article 12 B](#)).

Service Months	Accrual	Annual Accrual	Maximum Accrual
Completion of 6 months	48 hrs		
7th month through 60th month	8 hours/month	96 hours	120 hours
61st through 120th month	12 hours/month	144 hours	180 hours
121st month	16 hours/month	180 hours	240 hours

96 - Employees are expected to take their annual accrual each year. When this is not feasible, he/she may make arrangements with his/her Immediate Supervisor or

Departmental Administrator to accrue additional time but in no circumstances will the accrual exceed the amount shown in the schedule under Maximum Accrual.

97 - Vacation will not accrue during an approved leave of absence without pay, while on regular Workers' Compensation, during an extended military leave of absence, during a terminal vacation period preceding termination, in excess of the Maximum Accrual, or while on layoff.

98 - An employee's vacation pay will be based on his/her base rate of pay.

99 - If a University designated holiday falls within an employee's vacation, he/she will be paid for the holiday and will not be charged for the vacation. When an employee terminates, he/she shall be paid for any unused vacation but will not be paid for University designated holidays which may fall within the terminal vacation period.

100 - An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his/her vacation allowance under the progressive vacation plan. All other leaves of absence will be considered a break in an employee's service record in determining vacation allowances.

101 - An employee may take his/her vacation at any time in the course of the year as long as it conforms with the requirements of his/her individual department and he/she has permission from his/her supervisor. A vacation should not be taken for less than one week at a time, but it is permissible for an employee to vary his/her schedule if it is approved by his/her Supervisor. An employee should consult with his/her Supervisor at an appropriate time each year concerning his/her vacation allowance and the time the employee wishes it to be scheduled. Supervisory approval should be sought a minimum of one (1) working day prior to the desired time off. In the event of illness in the immediate family, an employee may use accrued vacation time subject to other provisions of this article. Employee vacation time may be taken in one (1) hour increments.

102 - Employees who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to vacation benefits proportionate to the time actually employed.

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

104 - The following schedule will be used when the hire date, or any changes such as a return from leave of absence, necessitate prorating the hourly accrual for any portion of a month.

A. Entering Date

Days of the month	7th month through 60th month (8 hrs/month)	61st month through 120th month (12 hours/month)	121st month (16 hours/month)
1st through 7th	8 hours	12 hours	16 hours
8th through 14th	6 hours	9 hours	11 hours 15 minutes
15th through 21st	4 hours	6 hours	7 hours 30 minutes
22nd through end of month	2 hours	3 hours	3 hours 45 minutes

B. Exiting Date

Days of the month	(8 hrs/month)	(12 hours/month)	(16 hours/month)
1st through 7th	2 hours	3 hours	3 hours 45 minutes
8th through 14th	4 hours	6 hours	7 hours 30 minutes
15th through 21st	6 hours	9 hours	11 hours 15 minutes
22nd through end of month	8 hours	12 hours	16 hours

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

106 - Vacation credits shall not be waived by an employee and additional pay received for working those days.

## ARTICLE 31 - PERSONAL LEAVE HOURS

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

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

108 - The personal leave hours credited to each employee shall be utilized and charged in increments of not less than one (1) full hour.

109 - No carry-over of unused personal leave hours credit from one fiscal year to another shall be allowed, nor any payoff upon termination of employment.

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

111 - The employee shall obtain the approval of the supervisor for the use of personal leave. The request for use of personal leave should be made at least one working day prior to the day off.

## ARTICLE 32 - SICK LEAVE

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

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

- a. Acute personal illness or incapacity over which the employee has no reasonable control.
- b. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

c. To complete appointments for medical and dental care to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.

d. Not to exceed twenty-four (24) hours sick leave per year for absence from work because of illness in the immediate family. Defined as: spouse, children, parents and anyone living within the household of the employee. An additional forty (40) hours may be used for the care of spouse, parents and dependent children. The total number of hours shall not exceed sixty-four (64).

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

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

116 - Employees who have exhausted their sick leave accrual and are still unable to return to work may use any unused vacation accrual.

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

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

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

120 - An employee who transfers from one unit to another shall transfer with him/her any unused sick leave accrual.

121 - Employees who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to sick leave benefits proportionate to the time actually employed. (See definition of proportional benefits.)

122 - Each District Supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity, and may request a statement from the employee's personal physician concerning his/her disability. Supervisors shall be given prompt notification from their employees of the necessity for taking sick leave. Employees who find they are going to be absent longer than they first anticipated should notify their Supervisor in accordance with the Absences clause of the Agreement ([Article 28](#)).

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

124 - Accrued sick leave credits shall be used prior to receiving unpaid leave.

#### ARTICLE 33 - FUNERAL LEAVE

125 - If death occurs among members of a regular employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days. In the case of death of the employee's or spouse's uncle, aunt, nephew or niece, the employee will be excused from work without loss of pay for one (1) day (the day of the funeral) to attend the funeral.

#### 126 - Definition of Employee's Immediate Family

The employee's immediate family shall be interpreted as including: spouse, child, parent, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandparents-in-law, grandchild, stepparents, half-brother, half-sister, stepbrother and stepsister.

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

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

#### ARTICLE 34 - JURY DUTY

129 - A regular employee who serves on Jury Duty or is required to testify pursuant to a court issued subpoena, except those subpoenas requiring testimony against the University, will be paid the difference between Jury Duty or witness fees and his/her base pay. An employee is expected to report for regular University duty when temporarily excused from attendance at court.

130 - An employee shall notify his/her supervisor of Jury Duty and subpoena dates as soon as they are known.

#### ARTICLE 35 - PAID UNION LEAVE/RELEASE TIME

131 - Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. The number will not exceed eight (8) employees at any one time and the number of working hours will not exceed a total of one hundred thirty-six (136) hours in any one (1) calendar year. The Union agrees to give the Office of Employee Relations as much advance notice as possible concerning such leaves of absence.

132 - The Employer agrees to allow the President of the Union to be excused from work for up to twenty (20) hours per week, and the Secretary-Treasurer of the Union for up to six (6) hours per week, to conduct Union business.

133 - The Employer agrees to allow the Chief Steward of the Union excused time from work for one (1) hour per week, cumulative to a maximum of four (4) hours at any one time to post Union bulletin boards. It is understood that this time is in addition to the time granted in [Article 9](#) to handle grievances. Prior arrangements must be made with the employee's supervisor before leaving the job and such time will be spent on campus or in the East Lansing office.

#### ARTICLE 36 - UNPAID LEAVES

134 - Regular employees who have completed their probationary period are eligible for unpaid leave of absence. During a leave of absence without pay, an employee will not accrue vacation or sick leave nor be eligible for any payments for time off work provided by this Agreement.

135 - Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence, and its extensions.

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

approved by the Supervisor, Administrative Head of the department, and the Office of Human Resource Services.

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

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

#### A. PERSONAL LEAVE

139 - Leaves of absence without pay for up to three (3) months may be granted upon the request of the employee for such reasons as settlement of an estate, serious illness of a member of the employee's family, child care, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended for additional three (3) month periods, but the total leave time shall not exceed one (1) year.

#### B. LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY

140 - If an employee has exhausted all paid sick leave and is still physically unable to perform his/her job, an illness or disability leave without pay for up to three (3) months may be granted. After the initial three (3) month period an extension of illness and disability leave without pay for up to a total of two (2) years may be granted.

141 - When a leave of absence without pay is granted due to illness or disability which requires the services of a physician, then the employee must procure and have available for the MSU designated Health Facility a physician's transcript relative to the case before the employee reports to the MSU designated Health Facility for the required physical examination.

#### C. MILITARY LEAVE - Extended Service

142 - Upon application, a military leave of absence (without pay) will be granted to employees who are employed in other than temporary positions. This applies to employees who are inducted through a selective service system or voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States. In order to be eligible to return to active employment, an employee returning from a military leave of absence must



have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety (90) days after release from duty.

#### D. EDUCATIONAL LEAVE FOR VETERANS

143 - 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 four (4) years (without pay) in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

#### E. LEAVE FOR UNION BUSINESS

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

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

#### ARTICLE 37 - MILITARY LEAVE - Short Tours of Duty

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

#### ARTICLE 38 - GENERAL CONDITIONS

##### Leave of Absence with Pay

147 - Leaves of absence with pay shall be granted for purposes as described in [Articles 29](#) through [37](#).

148 - An employee shall accrue sick leave credits and vacation credits during a leave of absence with pay, and University provided insurance benefits shall and employee optional benefits may continue for the duration of the leave.

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

#### ARTICLE 39 - FILLING OF VACANCIES

150 - The Employer will fill vacancies on a seniority basis first within the occupational group with employees who possess the minimum qualifications for the classification under consideration. If there are no qualified bidders or no bidders from within the occupational group, the Employer will select the most senior applicant in the bargaining unit who possesses the minimum qualifications of the classification. An unsatisfactory MSU employment record may be a proper per cause for denial of consideration for a vacancy.

151 - Vacancies will be posted for a period of seven (7) calendar days in a conspicuous place in the employee's work areas. All postings will state the classification, rate of pay, starting time, shift, location, and minimum qualifications. A copy of the Position Vacancy Notice will be provided to the Union when it is available. Employees must apply for vacancies by submitting the Employee Request for Consideration for Support Staff Position Vacancy to the Office of Human Resource Services by the closing date specified on the Position Vacancy Notice.

152 - Postings shall remain posted for seven (7) calendar days before the vacancy is filled. The Employer will notify the Union, in writing, of the name of the employee selected to fill a vacancy, stating his/her seniority date and title of the classification. Temporary transfers may be used, if necessary, during the posting period.

153 - A vacancy may not be filled from a posting ninety (90) calendar days or more after the posting expiration date. The vacancy must be reposted if it is to be filled.

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

155 - An employee who is promoted, transferred or demoted must satisfactorily complete a trial period of 520 hours of work. Prior to the expiration of this period, either the Employer or the employee may declare the trial period unsatisfactory, and the employee shall return to his/her former position at his/her former pay rate, classification, and shift. If the Employer determines an employee is unsatisfactory in the new position,

notice and reasons shall be submitted to the employee in writing by the Employer with a copy to the Union. The matter may then become a proper subject for the grievance procedure.

156 - During the trial period, employees will receive the regular rate of the job they are performing.

157 - An employee who bids on a vacancy that is posted under this section and is subsequently selected and placed in the vacancy shall remain assigned to it for three (3) months following the 520 hours of work trial period before becoming eligible to bid on another posted vacancy.

158 - If an employee is temporarily assigned to a job with a higher maximum rate, and he/she is capable of doing the job, he/she shall receive an increase of ten (10) cents per hour, or the starting rate, whichever is greater, but in no event shall he/she be paid more than the maximum rate of the job to which he/she is temporarily assigned. If the temporary assignment in a higher classification is for three (3) hours or more, the employee will receive the increase in pay for eight (8) hours. An employee who is assigned on a temporary basis to a job in a lower pay grade shall have his/her hourly pay rate maintained. This section shall not be used to circumvent the posting requirement as stated in this article.

159 - If an employee is temporarily assigned to work as a supervisor for eight (8) consecutive hours or more, he/she shall receive, in addition to his/her regular pay, one dollar (\$1.00) per hour differential compensation. Such differential compensation will not increase the hourly base rate.

160 - The procedures for filling vacancies may be bypassed for the following situations:

- a. Employees drawing Workers' Compensation benefits for any position at their former or lower compensation grade levels, the duties of which they are able to perform, provided that during their absence they did not become subject to layoff.
- b. Former seniority employees who have filed for unemployment compensation.

161 - The parties recognize the Employer's commitment to and program for Affirmative Action. To that end the parties agree to cooperate to the extent possible for the achievement of the Affirmative Action objective. When it is necessary to fill vacancies for Affirmative action purposes, such action must be proven under the provision of the Affirmative action plan of the Employer. The University and the Union will meet to

discuss any problems associated with the filling of vacancies for affirmative action purposes. Following discussion, the action may be permitted.

#### ARTICLE 40 - TRANSFERS

162 - Transfer of Employees: If an employee with seniority is transferred from one occupational group to another occupational group, he/she will be given seniority in the new occupational group equivalent to that which he/she had accrued in the occupational group from which he/she is transferred at which time all of his/her seniority in his/her former occupational group shall be cancelled.

163 - Effective July 1, 1975, an employee who is thereafter transferred to a position under the Employer, not included in Local 999, shall accumulate seniority for the first 180 days provided he/she returns to a Local 999 position during the said 180 day period. In the event the employee returns to a position in Local 999 after the initial 180 day period, his/her seniority shall have been frozen as of the date he/she transferred out of Local 999 and shall accumulate additional seniority beginning on the date he/she returns to a position in Local 999.

164 - Employees transferring under the above circumstances, TRANSFERS Paragraphs 162 and 163 shall retain all rights accrued for the purposes of any fringe benefits provided for in this Agreement.

165 - If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.

166 - The Employer agrees that in any movement of work not covered above in TRANSFERS Paragraphs 162, 163, and 165, he/she will discuss the movements with the Union in order to provide for the protection of the seniority of the employees involved.

#### ARTICLE 41 - CLASSIFICATION AND WAGES

167 - Wages shall be paid in accordance with the Wage Schedule as set forth in Appendixes III, IV and V. All listed classifications and corresponding wage rates shall remain in effect for the term of the Agreement unless the job content of any classification is changed.

168 - The Employer retains the right to eliminate, change and establish classifications. In the event a new classification is established or an existing classification is changed,

the Employer shall place it in an existing pay grade in the Wage Schedule or in a new pay grade, on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of existing classifications.

169 - The following procedure will be used whenever a new or changed classification is placed in the Wage Schedule, as provided in Paragraph 168 of this article.

- a. The Employer will provide the Union with a written copy of the new or changed classification which shall describe the job content sufficiently to identify the classification.
- b. Upon receipt of the Employer's classification description, a reasonable number of representatives of the Union may meet with representatives of the Employer to discuss the new or changed classification and the placement in the Wage Schedule.
- c. If there is a disagreement with the placement in the Wage Schedule, a grievance concerning compliance with Paragraph 168 of this article may be processed through the Grievance and Arbitration Procedure, provided it is submitted in writing at Step III of the Grievance Procedure within seven (7) working days after the Union is afforded the opportunity to discuss the matter with the Employer. If such a grievance is processed through Arbitration, the Arbitrator shall have no power or authority to revise the classification, but only to determine whether the proper placement has been made in the Wage Schedule in accordance with Paragraph 168 of this article.

## ARTICLE 42 - WAGE RATE INCREASE PLAN

### A. Wage Rate

170 - Effective July 1, 1999, the minimum and maximum of each grade level shall be adjusted as reflected in Appendix III. Each employee on the active payroll on that date shall have his/her base rate of pay increased by three (3) percent.

171 - Effective July 1, 2000, the minimum and maximum of each grade level shall be adjusted as reflected in Appendix IV. Each employee on the active payroll on that date shall have his/her base rate of pay increased by three (3) percent.

172 - Effective July 1, 2001, the minimum and maximum of each grade level shall be adjusted as reflected in Appendix V. Each employee on the active payroll on that date shall have his/her base rate of pay increased by one (1) percent.

A one (1) percent lump sum (not in the base), of the July 2, 2001 base wages (hourly rate times 2080 hours), payment shall be made to all regular employees on the payroll as of June 30, 2001 as a one-time payment. Payment shall be made during the month of July, 2001.

#### B. Movement Within Grade Levels

173 - Effective July 1, 1975, a review will be made of all employees, except Apprentices, represented by Local 999 whose wage rate is not at the maximum of their current grade level. If an employee meets the following qualifications:

- a. Has been in their present classification for two (2) years or more.
- b. Has at least a satisfactory rating on each of their last two (2) Employee Evaluation rating form, that employee will receive an increase to bring their wage rate to the maximum of their current grade level.

During the term of this Agreement, an employee whose wage rate is not at the maximum of their current grade level and who does not meet the qualifications as listed above, shall be:

- a. Reviewed on a semiannual basis and will be granted an increase based upon a satisfactory work record. Employees shall progress to the top of their current grade level at any time within a two (2) year period as provided above.
- b. Reviewed and upon meeting the qualifications as listed above, shall, effective the date of qualifications, receive an increase to bring their wage rate to the maximum of their current grade level.

A written record of the date and the outcome of the review will be made.

In no case will an increase exceed the maximum rate for the classification.

### ARTICLE 43 - WORKING HOURS

#### A. Shift Differential

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

#### B. Shift Hours

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

#### C. Rest Periods

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

#### D. Wash-Up Time

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

#### E. Call-In Pay

178 - An employee reporting for emergency duty at the Employer's request for work which he/she had not been notified of in advance and which is outside of and not continuous with his/her regular work period, shall be guaranteed at least three (3) hours pay and three (3) hours work at the rate of time-and one-half. An employee who reports for such emergency duty in the physical plant division which is of a minimum five (5) hours duration and which is continuous with his/her scheduled start time, shall receive a one (1) hour paid break prior to beginning scheduled work. An employee who reports for scheduled work and no work is available will receive three (3) hours pay at his/her regular straight time rate. Paragraph 178, Call-in Pay shall apply when an employee is contacted away from the workplace for unscheduled emergency duty. An employee contacted away from the work place and who begins work within three (3) hours of a regular shift starting time shall receive the full three hours call-in pay at time-and-one-half.

When an employee has arrived at the workplace for a regularly scheduled shift and is then assigned to begin work early, Paragraph 178 does not apply. If the employee is assigned to begin work early also completes the regular schedule of work in accordance with Paragraph 179 or Paragraph 182a, then the employee will be paid for actual time worked before the start of the regular shift at time-and-one-half, or a one-half-hour minimum at time-and-one-half, whichever is greater.

## F. Time-and One-Half

179 - Time-and-one-half the regular rate of pay will be paid for all time worked in excess of eight (8) hours in an employee's work day. Time-and-one-half the regular rate of pay will be paid for all hours worked in excess of forty (40) hours in an employee's work week.

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

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

### ARTICLE 44 - TIME-AND-ONE-HALF IN SEVEN-DAY OPERATIONS AND IN OTHER SPECIFIC AREAS OF WORK

182 - The following provisions apply to seven-day operations and other specific areas of work within the work groups designated.

a. Time-and-one-half the regular straight time rate will be paid to employees assigned to seven-day operations who work over forty (40) hours in a work week. It is further agreed that the above provision applies to the Swing Shift Maintenance Shop Trouble Trucks within the Physical Plant.

b. Time-and-one-half the regular straight time rate will be paid to all employees classified in the bargaining unit in the Department of Intercollegiate Athletics who work over forty (40) hours in a work week.

### ARTICLE 45 - EQUALIZATION OF OVERTIME HOURS

183 - Overtime hours shall be divided as equally as practicable among employees in the same classifications in their district. An up-to-date list showing overtime hours will be posted in a prominent place in each district before the 15th of each month. Within the Physical Plant, overtime hours shall be divided as equally as practicable among employees in the same system numbers.

184 - Whenever overtime is required, the person with the least number of overtime hours capable of performing the work reporting to that supervisor or, in the Physical Plant, within the same system number, will, except in necessary emergencies, be called first and so on down the list of those reporting to that supervisor or, in the Physical Plant within the same system number, in an attempt to equalize the overtime hours. The Union reserves the right to grieve what is an emergency. Employees reporting to other



supervisors, or, in the Physical Plant, in other system numbers, may be called if there is a shortage of qualified employees reporting to the supervisor or the system number requiring the overtime. In such cases, they would be called on the basis of least hours of overtime, provided they are capable of performing the work.

The Parties recognize in various units there are exceptions to the above procedure. Where currently exists, Project Teams groups, Service Routes and Subgroups, the following procedure will be followed:

Employees regularly assigned to a Team Project, Service Route or Subgroup will be given the first opportunity to work the overtime. If there is not a sufficient number of employees from the Project Team, Service Route or Subgroup to perform the overtime work, the Supervisor will then go to the employees within that system number or reporting to that Supervisor.

185 - For the purpose of this clause, an employee who did not choose to work will be charged the average number of overtime hours of the employees working during that overtime period (2 hour minimum). In the event of emergency call-in, only the person or persons actually contacted or report to perform the work will be charged the time. An employee who is unavailable will not be called for overtime work and will not be charged overtime hours.

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

187 - Employees who have changed classifications will be charged with the highest number of overtime hours that exist in the new classifications on the day he/she was reclassified. Employees who, by reason of assignment change supervisors or, in the Physical Plant, system number, will carry their existing number of overtime hours with them to the new overtime list. New and transfer employees shall be given the same number of overtime hours as the employee with the highest number of hours on the overtime list, plus one hour.

188 - The University and AFSCME, Local 999, AFL-CIO mutually agree that there are peak periods and times of unanticipated demands in University Printing when the University must carry out its operations on an overtime basis. The peak periods in University Printing are 1) June 1 to July 1; 2) August 1 to September 15; 3) Four (4) weeks before the beginning of each semester. In those situations requiring overtime, the University shall use the following procedure:

A. The Employer will provide, whenever possible, forty-eight (48) hours notice of the overtime work.

B. The employee with the least number of overtime hours in the affected classification and work group will be offered the overtime first. If that employee declines, the overtime offer will be made to the employee with the next lowest number of overtime hours. If the overtime is declined by all qualified employees in the classification and work group, the least senior qualified employee will work the overtime.

C. The overtime work will not exceed five consecutive days for any employee.

#### ARTICLE 46 - LONGEVITY PAY

189 - All regular employees of the Employer shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

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

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

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

193 - CONTINUING ELIGIBILITY After establishing initial eligibility, employees must be actively employed for 39 calendar weeks (273 calendar days) during the longevity year

and an employee as of October 1 to receive the longevity payment on December 1. Periods of active employment of less than 39 calendar weeks, while not qualifying the employee for payment of longevity, shall be counted toward the employee's years of continuous service.

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

195 - All regular employees as of July 22, 1996 shall be "grandfathered" under the current Longevity Pay program. Employees who hire into the bargaining unit after July 22, 1996, will be, and shall remain, ineligible for the Longevity Pay program.

#### 196 - Longevity Pay Schedule

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

#### ARTICLE 47 - HEALTH CARE COVERAGE

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

198 - Regular employees may enroll for health coverage within sixty (60) days of their initial employment date. Effective July 1, 1994, the employee may enroll in Blue Cross/Blue Shield, Blue Care Network or Physicians Health Plan (HMO'S).

199 - For a regular full-time employee with single, two-party, or family coverage, the Employer shall pay one hundred percent (100%) of the total monthly premium cost of

basic Blue Cross/Blue Shield coverage. The Employer contribution for three-quarter time employees will be seventy-five percent (75%) of the full-time contribution of the Blue Cross/Blue Shield plan and for one-half time employees will be fifty percent (50%) of the full-time contribution of the Blue Cross/Blue Shield Plan. In no event shall it exceed the full-time contribution for equivalent coverage. The monthly premium for dependents on sponsored dependent riders will be deducted from the employee's paycheck.

200 - Effective June 30, 1996, employees enrolled in the Physician's Health Plan or Blue Care Network will assume a five (5) dollar "Point of Service" co-pay.

201 - Effective June 30, 1996, employees enrolled in the Physician's Health Plan or Blue Care Network will assume a five (5) dollar prescription drug co-pay.

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

203 - Upon evidence of other health care coverage, employees eligible for MSU health care coverage are eligible to opt out of a MSU Health Care Plan each year during the May Health Care Plan Open Enrollment to become effective July 1 through June 30 of each year and receive a \$600.00 lump-sum payment to be made in the month of July of the next plan year. Re-enrollment will be allowed during the year if proof of involuntary loss of other insurance coverage is provided within thirty-one days of loss of coverage, and at which time the individual would no longer be eligible for the lump-sum payment. (If the University should agree with any other bargaining unit to an opt-out lump-sum payment amount greater than \$600.00, the Union may re-open the Agreement for negotiations on that issue only.)

204 - Regular Local 999 employees will have a dental program.

205 - A. Fees for the following services will be covered on usual, customary and reasonable basis with a 50% co-payment subject to a \$600 annual maximum per individual. Services include basic diagnostic, preventative, emergency palliative, restorative, oral surgery, endodontics, periodontics, and prosthodontics. In addition orthodontics will be covered subject to a \$600 lifetime maximum per individual. This program will be provided by an insurance carrier selected by MSU. These benefits will be provided consistent with the carrier's conditions and procedures.

B. Regular Local 999 employees will have the option to select a managed care dental plan effective July 1, 1995. The program will be provided by a carrier selected by MSU. These benefits will be provided consistent with the carrier's condition and procedures.

## ARTICLE 48 - DISABILITY PLANS

### A. Extended Disability Plan

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

207 - Usage - In cases which are expected to result in total disability, eligible employees will be granted extended disability leave with full pay and benefits for up to six (6) months from last day worked. This leave will include the aggregate of accumulated sick leave, vacation and personal leave to the extent these benefits are due the employee. This leave will be extended beyond six (6) months until all paid leave accruals have been exhausted.

### B. Long-Term Disability Plan

208 - A University-paid Long-Term Disability Plan will be granted to all regular full-time employees with at least twelve (12) continuous full-time equivalent (FTE) service months.

209 - After a minimum one hundred eighty (180) day disability waiting period, the LTD Program provides for a continuation of the monthly wage equal to sixty (60) percent of the monthly base rate of pay, up to a maximum benefit of \$3,000.00 (including any offsets, e.g. benefits from Social Security or Workers' Compensation).

210 - The LTD Program also pays the employee's 5% contribution and the University's 10% contribution to the TIAA-CREF Retirement Program or other retirement programs made available through the University.

211 - The LTD Program includes a 3% cost of living rider and a \$50 per month minimum benefit. Benefits are payable as provided below:

Disability Commences	Duration of Benefits
Less than 60	To age 65
60 but less than 65	4 1/2 years
65 but less than 68 1/2	To age 70
Age 68 1/2 or over	1 year

212 - At the Employer's expense, a disabled employee may continue to participate in the Employee Paid Life, dental and health care programs, if the employee is not on the active payroll.

213 - For additional information, contact the Benefits Office.

#### ARTICLE 49 - EMPLOYEE-PAID LIFE PLAN

214 - The University will make available to regular full-time and part-time employees an optional life plan. The plan is entirely funded from employee premiums and rates are subject to future group experience. The plan is decreasing term with no cash or loan value and coverage may be selected in optional amounts depending upon age and the plan selected.

#### ARTICLE 50 - EXPANDED LIFE PLAN

215 - The Employer will provide, at no employee cost, a fully paid life plan to all regular full-time employees at the time of hire.

216 - This program will provide a life plan in the case of death of an eligible employee on active duty status (including unpaid leaves of absence of 180 days or less) in accordance with the provisions of the program administered by the Human Resources Benefits Office.

217 - The employee may designate a beneficiary if desired; if none is designated, the life insurance benefit payment will be made to the beneficiary under the Employee Paid Life Plan if enrolled; otherwise payment will be made in one sum to the survivors in the first surviving class of those that follow: Your a) spouse; b) children; c) parents; or d) brothers and sisters. If none, survivor's payment will be made in one sum to your estate.

#### ARTICLE 51 - RETIREMENT BENEFITS

##### A. University Retirement

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

An employee returning after twelve (12) months of her/his termination from University employment shall, after five (5) additional years of employment, receive credit for all past seniority for the purpose of retirement only.

With proper documentation, reemployed employees, after five (5) years of service, will be granted credit for all past seniority upon application to the Office of Human Resource Services.

219 - Employees meeting the minimum retirement requirements will remain eligible to maintain group health and dental coverage and receive the Employer contribution. Effective 12/1/79, new retirees and covered spouses will remain eligible to maintain the prescription drug rider. Employees participating in group life insurance at the time of retirement and who were enrolled prior to 7-1-77 shall receive a \$2,000 University paid life insurance benefit.

220 - An employee who retires under the definition in Paragraph 218 shall be paid for fifty (50) percent of his/her unused sick leave, but not to exceed a maximum of fifty (50) percent of one thousand two hundred (1200) hours, as of the effective date of separation.

221 - An employee who does not meet the definition of University Retirement in Paragraph 218 but has at least five (5) years, but less than ten (10) years of continuous full-time service and has attained 65 years of age at the time of his/her separation shall be paid fifty (50) percent of his/her unused sick leave as of the effective date of separation. An employee who does not meet the definition of University Retirement in Paragraph 218 but has at least ten (10) years of continuous full-time service and has attained 65 years of age at the time of his/her separation shall be paid one hundred (100) percent of his/her unused sick leave as of the effective date of separation but not to exceed a maximum of one hundred (100) days unless he/she has received a University contribution to TIAA-CREF or other retirement programs made available through the University in which case he/she shall be paid as in Paragraph 220.

222 - Prorated longevity payments shall be made to those employees who retire under the definition of University Retirement in Paragraph 218 prior to October first of any year. This also applies to those employees not under the definition of University Retirement in Paragraph 218 but who are 65 years of age at the time of their separation. Such prorated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October first to the date of retirement or separation and shall be made as soon as practicable thereafter.

## B. Base Retirement

223 - Michigan State University provides a base retirement program with the Teachers Insurance and Annuity Association (TIAA) and its companion organization, College Retirement Equities Fund (CREF), Fidelity Investments and the Vanguard Group or

other retirement programs made available through the University and selected by the employee.

224 - Eligibility and Participation - Regular full-time and part-time employees are eligible for participation in base retirement options through the University in accordance with the following policies:

- a. The program is optional to employees under age 35 or who are over age 62 at the time of employment.
- b. The program is required as a condition of employment for employees who have attained age 35.
- c. Once required participation commences, it is not possible to withdraw from the base retirement options while employed at the University.

225 - Premium Contributions - The base retirement options made available through the University are financed by 5% reduction from employee base wage, overtime, and shift differential with the University contributing 10%.

226 - It is further understood that the improved formula, contribution levels and method of benefit computation in addition to other provisions contained herein extend through the contract expiration date.

227 - Complete details concerning the provisions of the University's base retirement options are outlined in a brochure which may be obtained from the Benefits Office.

C. University Noncontributory Retirement Plan (UNCRP) (For employees hired prior to January 1, 1973)

228 - The following provisions apply to those employees who meet the retirement definition described in Section A.

229 - Effective January 1, 1973 the UNCRP ceased to exist. However, to ensure that no employee lost credit for prior years of service, the following guidelines were established to provide that an employee will receive no less than what an improved UNCRP formula would give him/her upon retirement.

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



231 - The formula governing the UNCRP was improved by basing pensions on an amount equal to the highest three (3) year average earnings, multiplied by 2% for each year of service, with a \$3600 ceiling.

232 - For employees participating in TIAA-CREF and/or other retirement programs made available through the University with a University contribution, the improved UNCRP formula will be calculated for each employee at retirement and will become the minimum received by the employee.

233 - The annuity value at the time of retirement of MSU's contributions to TIAA-CREF and/or other retirement programs made available through the University will be compared to the pension amount as computed in Paragraph 231 above, and the employee will receive the larger of the two figures. Employee contributions to TIAA-CREF and/or other retirement programs made available through the University (retroactive to 1-1-73) will provide additional annuity income.

234 - Those employees not participating in TIAA-CREF or other retirement programs made available through the University will have their retirement figured solely on the improved UNCRP formula plus a 10% addition added to the base pension prior to actuarial reduction or the selection of a survivor option.

235 - Employees who terminate without meeting the minimum requirements for retirement will receive an annuity income from the contributions made to the individual TIAA-CREF annuity contract or other retirement programs made available through the University consistent with provisions of other contracts.

## ARTICLE 52 - EDUCATIONAL ASSISTANCE

### A. Qualifications

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

237 - Tuition from an accredited educational institution will be reimbursed for up to fourteen (14) credits per MSU academic year upon successful completion of the course(s). A grade of 2.0 or better (or "CR" - credit) is required for a credit course.

238 - Institutions under such government training programs as the G.I. Bill of Rights will also be accepted. Reimbursement for tuition at other institutions shall be no greater than the prevailing MSU resident lifelong education rates.

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

#### B. Release Time

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

#### C. Eligibility

241 - The benefits become effective if the first day of class commences after the employee has completed twelve (12) continuous full-time equivalent service months. The employee must have approval of his/her supervisor and/or department/unit administrator.

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

#### D. Tuition Reimbursement

243 - To receive reimbursement for MSU courses, the employee shall submit the completed educational assistance form with departmental approval to Human Resource Development at least ten (10) days prior to the start of class. To receive reimbursement for non-MSU courses, the employee shall submit the completed educational assistance form with departmental approval to Human Resource Development at least ten (10) days prior to the start of class and send evidence that he/she has successfully completed the course within fifteen (15) days of the receipt or such evidence.

244 - Reimbursement for the course(s) will be the MSU per credit tuition rate (not to exceed fourteen (14) per academic year), plus the MSU matriculation fees where applicable.

#### E. Tuition Waiver

245 - Bargaining unit members who are eligible for educational assistance shall be eligible for a tuition waiver program. This tuition waiver program will be applicable only

to those MSU courses enrolled in through the University's standard registration procedure. As a condition of tuition waiver, an employee must sign an agreement authorizing payroll deduction for the amount of tuition waiver to be used in the event she/he does not successfully complete the course(s).

246 - Employees interested in utilizing the tuition waiver program must submit their educational assistance application complete with departmental approval to Human Resource Development thirty (30) days prior to the semester billing date set by the Fees and Scholarship office. The application must be marked with a request for tuition waiver.

247 - If the above timelines are met and the educational assistance application is approved, Human Resource Development will forward a list of employees eligible for tuition waiver to the Fees and Scholarship office and to the Union.

248 - Employees will be responsible for all charges in excess of the matriculation fee and in excess of fourteen (14) credit hours over the academic year. Human Resource Development 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 Human Resource Development.

249 - Employees who have had their tuition waived authorize Human Resource Development to verify successful completion of approved courses at the end of the semester. In cases where tuition waivers are withdrawn (e.g. terminated employee, non-approved course, unsuccessful completion), the University will attempt to payroll deduct the waiver tuition. If the University is unable to make collection through payroll deduction, the Union agrees to be responsible for the outstanding debt(s).

#### F. Non-credit Courses

250 - Employees may apply for reimbursement and release time for job-related, non-credit courses which are offered through the University Outreach (e.g., Lifelong Education, Continuing Education and Evening College), MSU computing and technology training programs, Davenport College, Lansing Community College, and high school adult education programs, Human Resource Development programs or other Human Resource Development approved educational/training programs.

251 - If non-credit courses only are being taken during an academic year, reimbursement will not exceed eight hundred (\$800.00) dollars.

252 - If non-credit courses are being taken during the same academic year as a course per paragraph 244 above, the total reimbursement will not exceed the MSU rate per credit for fourteen (14) credit hours.

253 - 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 Human Resource Development signed by the instructor.

#### G. Course Fee Courtesy

254 - Full-time employees with 60 full-time equivalent service months are eligible under the course-fee courtesy policy as it is provided to the faculty of the University.

#### ARTICLE 53 - ASSIGNMENT OF COLLEGE OF AGRICULTURE AND NATURAL RESOURCES EMPLOYEES

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

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

257 - The University's current policy with respect to the employment and assignment of academic personnel, graduate students and students on research projects in the College of Agriculture and Natural Resources may spend up to thirty (30) percent of their time performing work outside of their supervisory duties in work related to research and special assignments in the bargaining unit.

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

259 - The Employer's current policy with respect to the employment and assignment of personnel to the cooperative training program in the Creamery in the College of Agriculture and Natural Resources will be continued.

#### ARTICLE 54 - SUPERVISION WORKING

260 - It is the policy of the Employer that foremen and supervisory employees shall not perform work in any job classification of the bargaining unit; however, it is understood that occasionally management personnel are required to perform manual tasks and, in those situations, the Union agrees there is no violation of the policy herein stated.

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

#### ARTICLE 55 - STUDENT LABOR

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

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

- a. Name
- b. Administrative Unit
- c. Hours scheduled to work

#### ARTICLE 56 - SPECIAL CONFERENCES

264 - Special Conferences to discuss important matters (not current grievances) will be arranged by the local President and/or Chief Steward and the Employer or its designated representative upon request of either party. Such meetings shall be between no more than four (4) representatives of the Employer and no more than four (4) representatives of the Union, unless more are mutually agreed to. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to

be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This meeting may be attended by a representative of Council 25.

#### ARTICLE 57 - SAFETY APPAREL

265 - Any employee's safety apparel or apparatus required by University rules and/or applicable laws, will be paid for by the University.

266 - The parties agree that employees shall obtain eye examinations and prescriptions at their own cost. The Employer through an approved vendor shall make available to such employees a pair of prescription safety glasses at no cost.

a. Should an employee desire to utilize frames and lenses which cost more than the basic line of frames and lenses subsidized by the Employer, he/she may do so, but the employee shall pay any additional costs over and above the basic line of approved frames and lenses.

b. Employees can obtain replacement glasses with any prescription change and/or after two (2) years of normal use.

#### ARTICLE 58 - PHYSICAL EXAMINATIONS

267 - While on assignment if an employee believes he/she has been exposed to hazardous conditions and requests an examination, the University, upon responsible verification of the hazardous condition, shall arrange the proper examination. The employee shall notify his/her supervisor who shall process the request as soon as possible. All medical records on any examinations conducted shall be available to the employee upon request of the employee's personal physician.

#### ARTICLE 59 - SUPPLEMENTAL AGREEMENTS

268 - All supplemental agreements shall be subject to the approval of the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by either party.

#### ARTICLE 60 - SAVINGS CLAUSE

269 - If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal

pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto the Employer and the Union shall immediately enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

#### ARTICLE 61 - CONTRACT DOCUMENTS

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

#### ARTICLE 62 - TERMINATION AND MODIFICATION

271 - This Agreement shall continue in full force and effect from the date hereof until 11:59 p.m., June 30, 2002, and from year to year thereafter unless notice of termination or modification is given as provided in Paragraphs 273, 274, and 275 below.

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

273 - If either party desires to modify or change this Agreement, it shall sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective termination date of this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

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

275 - This Agreement shall be effective from and after July 1, 1999, until and including June 30, 2002, with respect to all provisions of this Agreement.

ARTICLE 63 - EFFECTIVE DATE

This Agreement shall become effective as of July 1, 1999.

IN WITNESS WHEREOF THE PARTIES

HAVE SET THEIR HANDS

Date Signed December 1, 1999

<b>EMPLOYER</b>	<b>LOCAL 999</b>
Fred Poston Interim Vice President Finance and Operations	Dennis Lantzy President Local 999
C. Keith Groty Asst Vice President Human Resources	Susan Velianoff Vice President
Samuel Baker Director Employee Relations	Dale Casteel Chief Steward
Gaston Gosselin Manager Maintenance Services	Lawrence Ezzo Secretary-Treasurer
Stanley Hecker Administrative Assistant Physical Plant	Barbara Merriott Recording Secretary
Fred Kayne Associate Director University Housing	Hugh Forster Negotiator
John Lewis Director University Services	Charles Heckman Negotiator
M.C. Townsend Laboratory Administrator NSCL	Duane Hunt Michigan AFSCME Council 25

**APPENDIX I**  
**LOCAL 999 AFSCME**  
**SCHEDULE OF SKILLED TRADES - CLASSIFICATIONS AND GRADES**



Bindery Machine Operator - 901  
Bindery Machine Operator II - 904  
Camera Operator/Image Assembler I - 904  
Camera Operator/Image Assembler II - 908  
Carpenter I - 908  
Carpenter II - 915  
Electrician I - 908  
Electrician II - 915  
Glazier I - 908  
Glazier II - 915  
Grounds Equipment Mechanic - 908  
Instrument Maker I - 909  
Instrument Maker II - 913  
Instrument Maker III - 916  
Locksmith I - 908  
Locksmith II - 915  
Mason I - 908  
Mason II - 915  
Mechanic Auto I - 908  
Mechanic Auto II - 915  
Mechanic Blacksmith I - 911  
Mechanic Blacksmith II - 916  
Mechanic Broadband Communications I - 908  
Mechanic Electronics I - 908  
Mechanic Electronics II - 915  
Mechanic Elevator I - 908  
Mechanic Elevator II - 915  
Mechanic Heating Ventilation Air Conditioning (HVAC) I - 908  
Mechanic Heating Ventilation Air Conditioning (HVAC) II - 915  
Mechanic Maintenance I - 908  
Mechanic Maintenance II - 915  
Mechanic Mechanical Equipment - 908  
Mechanic Metal Worker I - 908  
Mechanic Metal Worker II - 915  
Mechanic Parking Equipment I - 912  
Mechanic Parking Equipment II - 915  
Mechanic Refrigeration I - 908  
Mechanic Refrigeration II - 915  
Mechanic Telephone I - 908  
Mechanic Telephone II - 915  
Painter I - 908

Painter II - 915  
 Pipe Fitter I - 908  
 Pipe Fitter II - 915  
 Plasterer I - 912  
 Plasterer II - 915  
 Plumber I - 908  
 Plumber II - 915  
 Power Plant Electrician - 915  
 Printing Press Operator I - 901  
 Printing Press Operator II - 903  
 Printing Press Operator III - 907  
 Printing Production Group Leader - 909  
 Research Shop Coordinator - 917  
 Research Trades Assistant I - 902  
 Research Trades Assistant II - 906  
 Roofer I - 908  
 Roofer II - 915  
 Trades Helper I - 901  
 Trades Helper II - 905  
 Upholsterer - 908  
 Welder I - 908  
 Welder II - 915

**APPENDIX II**  
**LOCAL 999 AFSCME**  
**SCHEDULE OF SKILLED TRADES - CLASSIFICATIONS BY GRADES**

Classification	Effective 07/01/99 Hourly Range Minimum	Effective 07/01/99 Hourly Range Maximum
<b>Grade 900</b>	\$14.60	\$17.78
<b>Grade 901</b> Bindery Machine Operator I Printing Press Operator I Trades Helper I	\$14.19	\$15.81
<b>Grade 902</b> Research Trades Assistant I	\$14.60	\$16.29
<b>Grade 903</b>	\$14.96	\$16.64

Printing Press Operator II		
<b>Grade 904</b> Bindery Machine Operator II Camera Operator/Image Assembler I	\$15.09	\$16.95
<b>Grade 905</b> Trades Helper II	\$15.40	\$17.35
<b>Grade 906</b> Research Trades Assistant II	\$16.17	\$17.78
<b>Grade 907</b> Printing Press Operator III	\$16.74	\$18.48
<b>Grade 908</b> Camera Operator/Image Assembler II Carpenter I Electrician I Glazier I Grounds Equipment Mechanic Locksmith I Mason I Mechanic Auto I Mechanic Broadband Communications I Mechanic Electronics I Mechanic Elevator I Mechanic Heating Ventilation Air Conditioning (HVAC) I Mechanic Maintenance I Mechanic Mechanical Equipment Mechanic Metal Worker I Mechanic Refrigeration I Mechanic Telephone I Painter I Pipe Fitter I Plumber I Roofer I Upholsterer Welder I	\$17.33	\$19.10
<b>Grade 909</b> Instrument Maker I Printing Production Group Leader	\$17.47	\$19.30
<b>Grade 910</b>	\$17.60	\$19.58
<b>Grade 911</b> Mechanic Blacksmith I	\$18.08	\$19.67
<b>Grade 912</b> Mechanic Parking Equipment I	\$18.34	\$20.37

Plasterer I		
<b>Grade 913</b> Instrument Maker II	\$18.60	\$20.92
<b>Grade 914</b>	\$18.87	\$21.17
<b>Grade 915</b> Carpenter II Electrician II Glazier II Locksmith II Mason II Mechanic Auto II Mechanic Blacksmith II Mechanic Electronics II Mechanic Elevator II Mechanic Heating Ventilation Air Conditioning (HVAC) II Mechanic Maintenance II Mechanic Metal Worker II Mechanic Parking Equipment II Mechanic Refrigeration II Mechanic Telephone II Painter II Pipe Fitter II Plasterer II Plumber II Power Plant Electrician Roofer II Welder II	\$19.37	\$22.02
<b>Grade 916</b> Instrument Maker III	\$20.16	\$23.03
<b>Grade 917</b> Research Shop Coordinator	\$20.93	\$24.04

**APPENDIX III  
WAGE SCHEDULE  
Local 999  
Effective July 1, 1999**

Level	MINIMUM	MAXIMUM
900	\$14.60	\$17.78
901	\$14.19	\$15.81

902	\$14.60	\$16.29
903	\$14.96	\$16.64
904	\$15.09	\$16.95
905	\$15.40	\$17.35
906	\$16.17	\$17.78
907	\$16.74	\$18.48
908	\$17.33	\$19.10
909	\$17.47	\$19.30
910	\$17.60	\$19.58
911	\$18.08	\$19.67
912	\$18.34	\$20.37
913	\$18.60	\$20.92
914	\$18.87	\$21.17
915	\$19.37	\$22.02
916	\$20.16	\$23.03
917	\$20.93	\$24.04

**APPENDIX IV  
WAGE SCHEDULE  
Local 999  
Effective July 1, 2000**

Level	MINIMUM	MAXIMUM
900	\$15.04	\$18.31
901	\$14.62	\$16.28
902	\$15.04	\$16.78
903	\$15.41	\$17.14
904	\$15.54	\$17.46
905	\$15.86	\$17.87
906	\$16.66	\$18.31
907	\$17.24	\$19.03
908	\$17.85	\$19.67
909	\$17.99	\$19.88
910	\$18.13	\$20.17
911	\$18.62	\$20.26
912	\$18.89	\$20.98
913	\$19.16	\$21.55

914	\$19.44	\$21.81
915	\$19.95	\$22.68
916	\$20.76	\$23.72
917	\$21.56	\$24.76

**APPENDIX V  
WAGE SCHEDULE  
Local 999  
Effective July 1, 2001**

Level	MI NI MUM	MAXI MUM
900	\$15.19	\$18.49
901	\$14.77	\$16.44
902	\$15.19	\$16.95
903	\$15.56	\$17.31
904	\$15.70	\$17.63
905	\$16.02	\$18.05
906	\$16.83	\$18.49
907	\$17.41	\$19.22
908	\$18.03	\$19.87
909	\$18.17	\$20.08
910	\$18.31	\$20.37
911	\$18.81	\$20.46
912	\$19.08	\$21.19
913	\$19.35	\$21.77
914	\$19.63	\$22.03
915	\$20.15	\$22.91
916	\$20.97	\$23.96
917	\$21.78	\$25.01

**APPENDIX VI  
LOCAL 999 AFSCME**

DEFINITIONS

1. Agreement - Whenever the word "Agreement" is used in this document, it shall be considered synonymous with the word "Contract."
  
2. Base Rate of Pay - Is the per hour rate of the employee not including shift differential or overtime computations.

3. Demotion - Demotion shall be considered the movement of an employee to a lower grade level.

4. Full-Time Equivalent (FTE) Service Months

A. Full-time equivalent (FTE) service months is defined as the cumulative full-time equivalent (FTE) months of service for University employment of 50.0% or greater. FTE service months will be used in determining eligibility for University benefits which require a service waiting period.

B. FTE service months will be credited each month as follows:

a) 1.00 credit per month for full-time (90% - 100%) employees

b) .75 credit per month for 3/4 time (65% - 89.9%) employees

c) .50 credit per month for 1/2 time (50% - 64.9%) employees

C. For new hires, terminations, percent of employment changes, etc., FTE service months will be credited based on an employee's status as of the 15th of the month.

D. Employees on paid and unpaid leaves of absence or layoff will continue to accrue FTE service months based on their percent of employment immediately prior to the leave/ layoff.

E. Employees meeting the minimum retirement requirements will remain eligible to maintain group hospitalization and dental insurance and receive the Employer's proportional contribution.

F. If an employee retires with 15 years of service and at least age 62, use the following FTE Service Months ranges to determine their health and dental contribution during retirement.

15 yrs (180 mos) -

1/2 time (50%-64.9%): 90.00-116.99 FTE Service Months

3/4 time (65%-89.9%): 117.00-161.99 FTE Service Months

Full-time (90%-100%): 162.00-999.99 FTE Service Months

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

25 yrs (300 mos) -

1/2 time (50%-64.9%): 150.00-194.99 FTE Service Months

3/4 time (65%-89.9%): 195.00-269.99 FTE Service Months

Full-time (90%-100%): 270.00-999.99 FTE Service Months

5. "Full" Workers' Compensation - Is the payment of Workers' Compensation including sick, vacation or personal leave accrual supplementation.

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

7. Hours of Employment Status -

A. Full-time Employee - An employee who regularly works 36 hours to 40 hours per week.

B. Three-Quarter Time Employee - An employee who regularly works 26 hours but less than 36 hours per week .

C. Half-time Employee - An Employee who regularly works 20 hours but less than 26 hours per week.

8. Lateral Transfer - A lateral transfer shall be considered the movement of an employee within the same grade level.

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

10. Proportional Benefits - Part-time benefits as identified in Paragraph 40 shall be apportioned to persons assigned less than full-time in the following manner:

26 hours but less than 36 hours .....75%

20 hours but less than 26 hours .....50%

Less than 20 hours.....no benefits

11. Regular Employee - Describes an employee who is not designated as temporary and who works at least 20 scheduled hours a week.

12. Regular Rate of Pay - Is the per hour rate of the employee including shift differential.

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



14. Temporary Employee - Any employee hired for nine (9) months or less, and given a date certain for termination at the time of employment.

15. Unavailable - An employee shall be considered unavailable for overtime in the following situations:

--The employee is on sick, funeral, jury or personal leave.

--While the employee is on vacation and until the employee returns from vacation to the employee's regular shift unless the employee provides prior written notification to the supervisor of availability.

--The employee is on paid or unpaid leave of absence, layoff, regular or full Workers' Compensation.

--The employee belongs to the National Guard or United State Reserve Corps and is on duty.

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

16. Union - Whenever the words Local 999 or Union appear in this Agreement, they shall mean MSU Skilled Trades, Local Union No. 999, AFSCME.

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

## LETTERS OF AGREEMENT

April 11, 1983

Mr. Ronald Mateer  
President, Local 999  
Campus

Dear Mr. Mateer:

Recognizing the concern expressed by the membership of Local 999 AFSCME over the issue of the classification, Maintenance Mechanic, the University proposes that:

1. The following classifications will be used in the operations of the Mechanical Shop as it is presently structured:

Plumber Mechanic  
Refrigeration Mechanic  
Metal Worker Mechanic  
Maintenance Mechanic  
HVAC Mechanic

2. Those employees presently classified as Maintenance Mechanics shall, within thirty (30) calendar days from the effective date of this Agreement, have the option to be reclassified into another applicable classification or to remain as Maintenance Mechanics.

3. No employee will be classified or reclassified as a Maintenance Mechanic without his written approval.

4. If the Employer finds it necessary to relocate or transfer any portion of the mechanical systems operations into another area of the Physical Plant, the Employer may do so without violating the intent of this letter nor will the Employer be required to change the employee's existing classification when such a transfer is made.

The above is amended to the extent it has been modified by the Classification study recommendations which become effective on and after March 3, 1980.

Very truly yours,

Samuel A. Baker Director, Employee Relations

Acceptance of Union

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Ronald Mateer, President  
Local 999, Council No. 25, AFSCME, AFL-CIO

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April 11, 1983

**TO:** Ronald Mateer  
President, AFSCME, Local 999, AFL-CIO

**FROM:** Samuel A. Baker  
Director, Employee Relations

**SUBJECT:** Parking Fees

The University and AFSCME, Local 999, AFL-CIO, mutually agree to negotiate over the monetary effect of any increase in parking fees on employees represented by AFSCME, Local 999, AFL-CIO.

Agreed by:

Ronald Mateer  
President, AFSCME, Local 999, AFL-CIO

Samuel A. Baker  
Director, Employee Relations

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## MEMORANDUM

**DATE:** November 23, 1999

**TO:** Dennis Lantzy, President  
AFSCME Local 999

**FROM:** Samuel A. Baker, Director  
Office of Employee Relations

**SUBJECT:** Same-Sex Domestic Partner Benefit Eligibility

The Employer will add benefit eligibility to same-sex domestic partners of regular applicable staff who meet the following criteria.

They:

1. are same-sex and for this reason are unable to marry each other under Michigan Law,
2. are in long-term committed relationship, have been in the relationship for at least 6 months, and intend to remain together indefinitely,
3. are not married to others and neither has another domestic partner,
4. are at least 18 years of age and have the capacity to enter into a contract,

5. are not related to one another closely enough to bar marriage in Michigan,
6. share a residence and have done so for more than 6 months,
7. are jointly responsible to each other for the necessities of life,
8. provide a signed "partnership agreement" that obligates each of the parties to provide support for one another, and provides for substantially equal division, upon termination of the relationship, of earnings during the relationship and any property acquired with those earnings.

Same-sex domestic partners' children will be eligible for health and dental benefits if they:

1. are qualified and claimed as an IRS-defined dependent by the domestic partner, and
2. are members of the employee's household or a full-time student, and
3. are unmarried and under the age of 19 (if a full-time student, up to the end of the year they reach age 25 for health benefits, and up to the end of the year they reach age 23 for dental benefits).

Employees enrolling same-sex domestic partners will be required to complete a Domestic Partnership Declaration and provide a signed "partnership agreement." They will have to keep a "partnership agreement" meeting the criteria described above in effect to be eligible for domestic partner benefits.

The following benefits will be provided to same-sex domestic partners and their dependents as for a regular employee's spouse and other dependents:

1. family and medical leave
2. COBRA continuation
3. course fee courtesy
4. ID cards
5. access to library, recreational, and athletic facilities
6. university apartments
7. parental, sick and bereavement leaves
8. child care services
9. health insurance\*
10. dental insurance\*
11. post-retirement benefits\*
12. employee-paid life and accidental death and dismemberment insurance\*

(\* These benefits will be provided on the same basis as for other employees if they can be renegotiated with carriers to obtain equivalent coverage without a premium surcharge)

The University will provide a premium contribution for same-sex domestic partner benefits comparable to that provided for a regular employee's spouse and dependents (subject to taxation as required by federal, state, and other applicable law).