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IDnum 37 **Language** English **Country** United States **State** MI

Union

Local Administrative-Professional Association

Occupations Represented
Office and administrative support worker supervisors and managers

Bargaining Agency Michigan State University

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2000 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

TABLE OF CONTENTS

<u>PURPOSE AND INTENT</u>	4
<u>ARTICLE 1</u>	5
<u>RECOGNITION</u>	5
<u>ARTICLE 2</u>	6
<u>MANAGEMENT'S RIGHTS</u>	6
<u>ARTICLE 3</u>	7
<u>MANAGEMENT SECURITY</u>	7
<u>ARTICLE 4</u>	8
<u>AID TO OTHER LABOR UNIONS</u>	8
<u>ARTICLE 5</u>	9
<u>ASSOCIATION MEMBERSHIP</u>	9
<u>ARTICLE 6</u>	12
<u>ASSOCIATION RIGHTS</u>	12
<u>ARTICLE 7</u>	14
<u>EMPLOYMENT STATUS</u>	14
<u>ARTICLE 8</u>	17
<u>PROBATIONARY/TRIAL PERIOD</u>	17
<u>ARTICLE 9</u>	18
<u>SENIORITY</u>	18
<u>ARTICLE 10</u>	19
<u>SETTLEMENT OF DISPUTES</u>	19
<u>ARTICLE 11</u>	24
<u>OFFICIAL PERSONNEL FOLDERS</u>	24
<u>ARTICLE 12</u>	25
<u>PERFORMANCE EVALUATIONS</u>	25
<u>ARTICLE 13</u>	26
<u>PROMOTION/DEMOTION</u>	26
<u>ARTICLE 14</u>	27
<u>FILLING VACANT POSITIONS</u>	27
<u>ARTICLE 15</u>	28
<u>CLASSIFICATION/RECLASSIFICATION OF POSITIONS</u>	28
<u>ARTICLE 16</u>	29
<u>REDUCTION IN FORCE</u>	29
<u>ARTICLE 17</u>	41
<u>COMPENSATION PROGRAMS</u>	41
<u>ARTICLE 18</u>	45
<u>SPECIAL PROVISIONS</u>	45
<u>ARTICLE 19</u>	46
<u>LEAVE OF ABSENCE WITH PAY</u>	46
<u>ARTICLE 20</u>	47

<u>LEAVES OF ABSENCE WITHOUT PAY</u>	47
<u>ARTICLE 21</u>	49
<u>VACATION PAY</u>	49
<u>ARTICLE 22</u>	51
<u>PERSONAL LEAVE DAYS</u>	51
<u>ARTICLE 23</u>	52
<u>HOLIDAYS</u>	52
<u>ARTICLE 24</u>	53
<u>SICK LEAVE</u>	53
<u>ARTICLE 25</u>	56
<u>MILITARY LEAVE OF ABSENCE</u>	56
<u>ARTICLE 26</u>	57
<u>MATERNITY LEAVE</u>	57
<u>ARTICLE 27</u>	58
<u>FLEXIBLE APPOINTMENTS</u>	58
<u>ARTICLE 28</u>	64
<u>LONGEVITY PAY</u>	64
<u>ARTICLE 29</u>	66
<u>JURY DUTY PAY</u>	66
<u>ARTICLE 30</u>	67
<u>MILITARY DUTY PAY</u>	67
<u>ARTICLE 31</u>	68
<u>BEREAVEMENT DAYS</u>	68
<u>ARTICLE 32</u>	69
<u>OVERVIEW</u>	69
<u>ARTICLE 33</u>	70
<u>RETIREE/OVER 65 LIFE PROGRAM</u>	70
<u>ARTICLE 34</u>	71
<u>ACCIDENTAL DEATH AND DISMEMBERMENT PROGRAM</u>	71
<u>ARTICLE 35</u>	72
<u>DENTAL PLAN</u>	72
<u>ARTICLE 36</u>	73
<u>EMPLOYEE PAID LIFE PLAN</u>	73
<u>ARTICLE 37</u>	74
<u>EXTENDED DISABILITY LEAVE</u>	74
<u>ARTICLE 38</u>	75
<u>EXPANDED LIFE PLAN</u>	75
<u>ARTICLE 39</u>	76
<u>LONG TERM DISABILITY PLAN</u>	76
<u>ARTICLE 40</u>	77
<u>TRAVEL ACCIDENT PROGRAM</u>	77
<u>ARTICLE 41</u>	78
<u>EDUCATIONAL ASSISTANCE</u>	78

<u>ARTICLE 42</u>	82
<u>COURSE FEE COURTESY PROGRAM</u>	82
<u>ARTICLE 43</u>	84
<u>RETIREMENT PLAN</u>	84
<u>ARTICLE 44</u>	85
<u>HEALTH CARE COVERAGE</u>	85
<u>ARTICLE 45</u>	88
<u>SAFETY</u>	88
<u>ARTICLE 46</u>	89
<u>SCOPE OF AGREEMENT</u>	89
<u>ARTICLE 47</u>	90
<u>AGREEMENT</u>	90
<u>APPENDIX I</u>	93

PURPOSE AND INTENTPURPOSE AND INTENT

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

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

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

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

ARTICLE 1ARTICLE 1

RECOGNITIONRECOGNITION

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

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

ARTICLE 2ARTICLE 2

MANAGEMENT'S RIGHTS

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

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

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

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

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

ARTICLE 3

MANAGEMENT SECURITY

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

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

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

ARTICLE 4ARTICLE 4

AID TO OTHER LABOR UNIONS AID TO OTHER LABOR UNIONS

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

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

ARTICLE 5

ASSOCIATION MEMBERSHIP

I. Dues/Service Fee

-11 As a condition of employment, each employee of the Bargaining Unit, on or before the 30th day after the effective date of this Agreement or on or before the 30th day after employment in the Bargaining Unit, whichever is later, and monthly thereafter, shall tender to the APA either periodic and uniformly required Association dues or, in the alternative, service fees in an amount equal to these dues as set forth in the Bylaws of the Michigan State University Administrative-Professional Association.

II. Checkoff

-12 The Employer, at the time of hire, rehire, reinstatement or transfer of an employee into the Bargaining Unit, shall apprise the prospective member of these provisions and shall present to her/him an Application for Membership and an Authorization for Checkoff of Dues, such forms to be provided by the Association.

-13 If the employee desires to join the APA, the employee shall complete both the Application for Membership and the Authorization card for Checkoff of Dues and return them to the Association office.

-14 If the employee does not desire to join the APA, the employee shall complete only the Authorization card for Checkoff of Dues, so that the APA may collect from the employee its service fees equal to the monthly dues, and return it to the Association Office.

-15 If the employee desires to tender dues or fees directly to the Association, the employee will so indicate on the Authorization for Checkoff of Dues form, which shall be transmitted to the Association on or before the 30th day of employment with dues or fees equivalent to 12 months' dues or fees. Adjustment of dues or fees shall be made at the end of 12 months from these receipts. Excess amounts then will be returned to the employee within 10 days of demand and insufficient amounts will require payment within 10 days of notice. Each year will again require deposit of such a sum by the procedure indicated above.

-16 During the life of this Agreement and in accordance with the terms of the authorization for Checkoff Dues, the Employer agrees to deduct membership dues or service fees levied in accordance with the Bylaws of the Association from the pay of each employee who executes or has executed the authorization for Checkoff of Dues.

-17 The initial deduction for any employee shall not begin unless the authorization for Checkoff of Dues and the certification of the APA's financial officer the amount of the periodic Association dues or service fees have been delivered to the Employer's Payroll Department at least 15 calendar days before the affected payday.

-18 All monies deducted by the Employer shall be remitted to the APA's financial officer once each month by the 20th calendar day of the month following the month in which deductions were made, together with a list of current employees showing the amount of Association dues or service fees deducted from each employee's pay.

-19 In cases where a deduction is made that duplicates a payment already made to APA by an employee, or where a deduction is not in conformity with the Bylaws of the Association, refunds to the employee shall be made by APA.

-20 The Employer shall not be liable to APA by reason of paragraph 16 of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee.

-21 The Employer shall not, during the life of this Agreement, deduct dues or service fees from employees in this Bargaining Unit for any organization other than the Association without APA's written permission.

-22 The APA shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

III. SERVICE FEES

-23 Any employee in the bargaining unit who does not make application for membership within thirty (30) days from the date of commencement of employment in the bargaining unit shall, as a condition of employment, pay to the Association a Service Fee in an amount not to exceed the Professional Dues to the Association. The non-member may authorize payroll deduction for such fees in the same manner as provided for Association Dues.

-24 By December 1 of each year or as soon as possible thereafter, the Association shall provide written notice to all non-members of the Fee, an explanation of the basis for the Fee, and certification that said fee includes only those amounts legally assessed by the Association.

-25 In the event the non-member shall not pay the Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, upon proper written notice from the Association, deduct the Service Fee from the employee's wages and remit same to the Association pursuant to the conditions described in paragraph 26.

-26 A. The Association shall notify the employee by certified mail explaining that the employee is delinquent in not tendering Association Service Fees, specifying the amount of the delinquency and warning him/her that unless the delinquent fees are paid within ten (10) working days of such notice or unless arrangements are made with the Association for payroll deduction of Service Fees

within ten (10) working days of such notice, the Association shall request that the Office of Employee Relations authorize deduction of Service Fees as provided in this Agreement.

B. If the Service Fees are not paid or arrangements for payment have not been made with the Association, the Association shall provide a copy of the letter sent to the employee and the following notice to the Office of Employee Relations at the end of the ten day period: AThe Association certifies that NAME has failed to tender the periodic and uniformly required Association Service Fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that the Office of Employee Relations authorize payroll deduction of such Service Fees in accordance with the terms of this Agreement. The Office of Employee Relations shall notify the Payroll Office and the Association within ten (10) working days that the Association is authorized to receive the delinquent Service Fees from the employees through mandatory payroll deductions effective with the next payroll cycle. The Association shall notify Payroll of the names of the employees, amount of Service Fees owed and times of the deductions.

-27 Should the provision for payroll deduction of the Service Fee in paragraphs 25 and 26 above be found contrary to law, the parties agree to reinstate procedures for termination of employment for failure to pay Association Service Fees.

Termination of Limitation

-28 If an employee has tendered directly to the Association her/his membership dues or the service fee, or has a written authorization in effect requiring the deduction of dues or service fee, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Association. The Association cannot cause the discharge of an employee who has resigned from or has been expelled by the Association for any reason other than her/his failure to tender the dues or service fee to the Association.

Disputes Concerning Compliance

-29 The Association shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

IV. Revocation Cards

-30 The Employer will notify the Association monthly of the names of employees transferred outside the Bargaining Unit. Such employees shall cease to be subject to dues/service fee deductions at such time as they sign dues revocation cards and file notice with the Association.

ARTICLE 6

ASSOCIATION RIGHTS

ASSOCIATION RIGHTS

-31 All employees and members of the bargaining unit and the lawful representative of the Association shall have the right to engage in any lawful concerted action or activities for the purpose of collective bargaining or for the mutual aid and protection of the Association and its members.

-32 The Association shall be permitted to schedule meetings on University property so long as such meetings are not disruptive of the duties of the employees of the University or the efficient operation of the University.

-33 The Association Chairperson shall have the right to enforce the provisions of this Agreement.

-34 There shall be no discrimination against any employee because of his/her duties as an Association official, representative or committee member.

RELEASE TIME

-35 For the purpose of release time, the number of APA Executive Board members may not exceed thirteen (13). The total aggregate number of working hours of release time for these employees shall not exceed thirty-nine (39) hours per month excluding time afforded Grievance Officers and the Association Chairperson. The Office of Employee Relations must receive notice of individuals and release time to be used at least two (2) working days in advance.

-36 A. The Association Chairperson shall be authorized 100 percent release time to carry out the responsibilities of his/her office. The Employer shall pay for 50% of his/her salary and benefits, and the Association shall reimburse the Employer for the remaining 50% of his/her salary and benefits at his/her rate of pay at the time he/she assumes office. Applicable salary and progression increases shall be provided during his/her term of office.

B. When the Association Chairperson relinquishes his/her office, he/she shall have the right to return to the same classification in his/her former unit that he/she held immediately prior to becoming Association Chairperson. If a position in the Association Chairperson's classification no longer exists in his/her former unit, then he/she shall have full rights under Article 16.

-37 An Association representative shall be allowed time off his/her job without loss of pay up to eight (8) hours per week to investigate grievance(s) he/she is to discuss or has discussed with the Employer, after receiving permission from his/her supervisor to do so. Association Area

Representatives will be allowed time off their jobs without loss of pay for Association training with the express approval of Employee Relations. The Association shall notify the Employer of the names of its Association representatives.

-38 The Employer agrees that accredited representatives of the Association shall have reasonable access to the premises of the Employer during regular business hours to conduct Association business. Such representatives shall give advance notice of their presence to the supervisor concerned and such visits shall not be disruptive of the Employer's operation.

BARGAINING TEAM

-39 The bargaining team of the Association will include not more than seven (7) bargaining unit members and two (2) alternate members employed by the University. It may also include not more than two (2) non-employed representatives of the Association. The Association will give to the Employer, in writing, the names of its employee representatives on the bargaining team at least sixty (60) days before the expiration date of this Agreement.

-40 Employee members of the bargaining team will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours that the team member otherwise would have worked.

ARTICLE 7ARTICLE 7

EMPLOYMENT STATUSEMPLOYMENT STATUS

-41 Employees have an employment status designated as regular, flexible, temporary, on-call or off-date appointments. The number of hours regularly scheduled to be worked each week may range from full-time to part-time.

A. Status of Employment

-42 Regular: Employee works a continuing schedule of predetermined hours each week.

-43 Flexible:

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

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

-44 Temporary: Hired to work less than nine (9) months.

-45 Off-Date:

a. At the time of appointment to this position, an estimated ending or off-date is given. This ending date is the latest date the employee is intended to work. It may be extended by written mutual agreement. The employee shall be provided a forty-five (45) day notice of non-renewal of an Off-date appointment.

b. Off-date employees hired for nine (9) months or more are designated "regular."

c. Off-date employees are not eligible for University layoff procedures.

B. Hours of Employment

-46 Full-time: Scheduled to work regularly 36-40 hours per week.

-47 Three-quarter time: Scheduled to regularly work at least 26 hours but less than 36 hours per week. (Flex-Time: Type 2 if 30-35 hours per week)

-48 One-half time: Scheduled to regularly work at least 20 hours but less than 26 hours per week.

-49 Full-time employees who are involuntarily reduced to eighty-nine percent (89%) time or less shall have rights to vacant lateral or lower level positions. The employing unit will determine, by interview, if the employee seeking bypass possesses the qualifications and ability to fill the vacant position.

C. Proportional Benefits

-50 Provisions of this Agreement, unless specifically modified, shall be apportioned to persons assigned less than full time in the following manner:

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

D. Full-time Equivalent (FTE) Service Months

-51 a. Full-time equivalent (FTE) service month is defined as the cumulative full-time equivalent (FTE) months of service for University employment of 50.0% or greater. FTE service months will be used in determining eligibility for University benefits that require a service waiting period.

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

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

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

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

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 for up to (2) years of the leave based on their percent of employment immediately before 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. Retirees are required to enroll in both parts A and B of Medicare and pay the required premium when eligible. University coverage shall become supplemental to Medicare.

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

FTE SERVICE MONTHS

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

If an Employee retires with 25 years of service at any age, use the following FTE service month ranges to determine employer's health and dental contribution during retirement:

FTE SERVICE MONTHS

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

ARTICLE 8ARTICLE 8

PROBATIONARY/TRIAL PERIODPROBATIONARY/TRIAL PERIOD

I. Probationary Period

-52 Employees shall serve a twelve (12) month probationary period beginning at the time of hire as a new employee with the University or entry into the Bargaining Unit from other University employment. The Unit Employer-Supervisor shall have the right to certify successful conclusion of the probationary period before the end of the twelve (12) months. The APA chairperson shall be notified upon early certification.

-53 An interim written evaluation shall be prepared by the probationary employee's supervisor, summarizing overall job performance, which shall be reviewed with the employee. If a probationary employee's performance is unsatisfactory, such fact shall be communicated to the employee as soon as is practicable in order to give the employee the opportunity, if possible, to improve her/his performance.

-54 The Association shall represent probationary employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment; however, no matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance or arbitration procedures.

II. Trial Period

-55 An employee who changes classification within the Bargaining Unit shall serve a six (6) month trial period. The Association would not object to certification by the Unit Employer-Supervisor before the completion of the six (6) month trial period. The trial period may be extended by the Employer for an additional six (6) months upon providing the employee written notice, which shall specify the reason for the extension, no less than five (5) calendar days before the completion of the original six (6) month trial period. The determination to extend the six (6) month trial period shall not be grievable. The APA chairperson shall be notified upon early certification or extension.

-56 In the event the trial period is unsatisfactory or the employee does not wish to continue in the position, every effort will be made to return the employee to a former grade level and comparable classification, or, if no position is available, the employee will be placed on layoff with full recall rights.

III. Termination of Probationary/Trial Period

-57 Following the giving of notice that a probationary or trial period is to be terminated early, any additional time served before actual severance may not be counted toward completion of the probationary or trial period.

ARTICLE 9

SENIORITY

-58 Seniority is defined as the length of continuous employment, except as provided in paragraph 59 below, starting with the original date of hire with the University. Periods of authorized leaves of absence do not cause loss of seniority.

-59 Seniority rights are relinquished by the employee for the following reasons:

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

University Seniority

Recall Rights

<u>University Seniority</u>	<u>Recall Rights</u>
0 to 2 years	Length of University Seniority
2 to 10 years	2 years
10 to 15 years	3 years
15 to 20 years	4 years
20 years plus	5 years

-60 Employees returning to employment with the University within twelve (12) months of termination from University employment shall receive credit for all past seniority upon successful completion of a six (6) month trial period. Employees returning to the University more than twelve (12) months after terminating will receive credit for past service after working for five (5) additional years. Such prior service credit shall be applied toward retirement.

-61 Employees will receive service month credit for part-time service to qualify for retirement benefits.

ARTICLE 10ARTICLE 10

SETTLEMENT OF DISPUTESSETTLEMENT OF DISPUTES

1. General Conditions

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

-63 The parties agree that any individual employee at any time may present grievances to the Employer and have the grievances adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Collective Bargaining Agreement now in effect, providing that the Association has been given the opportunity to be present at such adjustment.

-64 Grievances may be handled by no more than three (3) Association representatives in the processing or hearing of any grievance excluding the aggrieved employee(s). Representatives of the Association engaged in processing or hearing any grievance during regular scheduled working hours shall be paid for such time lost at the regular rate of pay, but in no event will more than three (3) representatives of the Association be paid for participation in any one session.

-65 The Association Grievance Officer may represent the employee at all steps of the grievance procedure. For the purposes of this Agreement, the term "Grievance Officer" or representative shall include not more than four (4) Assistant Grievance Officers to be designated by the Association and identified to the Employer. If the Association determines the need exists for additional Assistant Grievance Officers, the parties shall meet through a special conference to work to resolve the concerns raised by the Association.

-66 The Association Grievance Officer shall be allowed time off without loss of pay, to investigate grievance(s) to be discussed or that have been discussed with the Employer upon having received permission from his/her supervisor to do so. The Association shall notify the Employer as to the names of its Grievance Officers.

-67 An alternate Grievance Officer shall be designated by the Association to act when the Grievance Officer is unavailable.

-68 The Grievance Officer shall continue on his/her assigned duty during the term of office.

Time Limits

-69 When reference to calendar days is made in this Article, holidays shall not be considered in these time periods. Time limits set forth in this grievance procedure shall be strictly adhered to

unless such time shall be extended by mutual agreement of the parties.

-70 Steps of the grievance procedure may be waived in writing by mutual agreement of both parties. The grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.

-71 If the Employer fails to schedule a meeting or answer the grievance within the designated time limits, the grievance may be appealed to the next step of this grievance procedure within twenty-one (21) calendar days of the date of the expiration of the applicable time limit.

-72 If a grievance is not appealed within ten (10) calendar days after receipt of the previous step answer, the grievance shall be considered withdrawn on the basis of the Employer's last answer and not be subject to further review.

Computation of Back Wages

-73 No claim for back wages shall exceed the amount the employee would otherwise have earned including offsets for unemployment compensation, Workers' Compensation and any replacement wages earned.

II. Reprimand, Suspension or Discharge

-74 Any suspension or discharge of an employee shall be in writing. In the event an employee is disciplined by written reprimand or written suspension or discharged by written notification, copies shall be given to the employee and mailed to the Association at the time it is given to the employee and a copy placed in the employee's official personnel folder. Such notice shall be specific and outline the reasons for the disciplinary action.

-75 The affected employee will be allowed to discuss his/her disciplinary action with an Association representative, and the Employer will make available an area where he/she may do so if he/she is required to leave the premises.

-76 In imposing any discipline on a current charge, the Employer will not take into account any prior infractions that occurred more than eighteen (18) months previously if no further disciplinary action has been taken during that time.

-77 Should the reprimand, suspension or discharge be considered without just cause, it shall be appealed as a grievance within twenty-one (21) calendar days after written notification of the discipline is received by the affected employee. A grievance over a written letter of reprimand shall be submitted at Step 2 of the grievance procedure whereas a grievance over a suspension or discharge shall be submitted at Step 3. Failure to submit a written grievance within the time limits shall constitute a waiver of all claims concerning such disciplinary action or discharge.

III. Grievance Definition and Procedure

-78 The following grievance procedure is established for use by Administrative Professional employees and the Association who feel they have a grievance or complaint alleging a violation, misinterpretation, or a misapplication of this Agreement.

-79 A grievance shall be defined as a written dispute concerning the interpretation, application or alleged violation of any of the terms of this Agreement.

-80 Any employee having a dispute over the interpretation or application of the terms of this Agreement shall present it to the Employer in a manner following.

-81 A group grievance shall be only one in which the fact(s) in question and the provisions of the Agreement alleged to be violated are the same as they relate to all employees in the identified group. In the event that employees have a group grievance, the Grievance Officer shall submit the grievance on behalf of all affected employees. When the affected group is contained within one department, college or division, the grievance shall be initiated at Step 2 of the grievance procedure. Any other group grievance shall begin at Step 3.

-82 At each step of the grievance procedure, the employee may request the presence of the Association Grievance Officer.

Oral Step

-83 If an employee believes he/she has a problem in connection with his/her employment, he/she shall discuss it with his/her immediate supervisor within fourteen (14) calendar days after its alleged occurrence or the date the employee reasonably should have knowledge of its occurrence.

Step 1

-84 If the problem is not resolved, the grievance must be reduced to writing and presented to the immediate supervisor within fourteen (14) calendar days after its alleged occurrence or the immediate supervisor's response, in order to be a proper matter for the grievance procedure. The grievance shall be dated and signed by the aggrieved employee and the Grievance Officer, and shall set forth the fact including the dates and provisions of this Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the immediate supervisor receives the written grievance. The immediate supervisor will schedule a meeting with the grievant and the Grievance Officer, if requested by the employee, within seven (7) calendar days from the day the written grievance was received. The immediate supervisor will then answer the grievance in writing within seven (7) calendar days from the meeting at which the grievance was discussed.

Step 2

-85 Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the administrative head or designee within seven (7) calendar days of receipt of the written decision of the immediate supervisor. The appeal shall state the reason(s) why the decision of the immediate supervisor was not satisfactory. The grievance shall not be considered appealed until the administrative head or designee receives it, dates it and returns a copy to the presenter, which shall be done upon presentment. The administrative head or designee shall schedule a meeting within seven (7) calendar days with the grievant, the Grievance Officer, if requested, and representatives designated by the Employer to discuss the grievance. The administrative head or designee shall then give a decision in writing to the presenter within seven (7) calendar days of the meeting.

Step 3

-86 If the answer from the administrative head or designee is not satisfactory, the Association shall submit an appeal within seven (7) calendar days of the receipt of the Step 2 answer to the Director of Employee Relations or designee, indicating the reasons why the written answer of the administrative head or designee was unsatisfactory. The Office of Employee Relations will schedule a meeting between no more than three (3) representatives of the Association, excluding the grievant, and three (3) representatives of the Employer within seven (7) calendar days from the date the appeal is received to discuss the grievance. The Office of Employee Relations will then answer the grievance in writing within ten (10) calendar days from the date of the meeting at which the grievance was discussed.

Step 4

-87 If the Office of Employee Relations' answer is unacceptable, settlement may be determined by a decision of an arbitrator selected by the parties. The Association will notify the Office of Employee Relations within twenty-one (21) calendar days after the receipt of the Step 3 answer if the Association wishes to appeal the grievance to arbitration, indicating why the Office of Employee Relations' answer is not satisfactory. In the event the Association and the Office of Employee Relations do not agree on an arbitrator within seven (7) calendar days, the Association shall file the demand for arbitration with the American Arbitration Association (AAA) or Federal Mediation and Conciliation Services (FMCS) within seven (7) calendar days of failing to mutually agree on an arbitrator. The fees and approved expenses of an arbitrator will be paid for by the parties equally. The rules of the AAA or FMCS shall apply to all arbitration hearings.

-88 The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Association where such discretion has been retained by the Employer or the Association, nor shall he/she exercise any responsibility or function of the Employer or the Association.

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

-90 Excluded from arbitration are disputes and unresolved grievances concerning merit increase decisions and those matters provided for in provisions on Probationary Employees, Filling Vacant Positions and Classification/Reclassification of Positions.

Finality of Decisions

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

IV. Special Conferences

-92 The Employer and the Association agree to meet and confer on matters of clarification of the terms of this Agreement or other items as mutually agreed. Each party shall be represented by not more than four (4) persons at special conferences.

-93 Employees released to attend the special conference may meet, if on the Employer's property, at a place designated by the Employer for a period not to exceed one-half (1/2) hour immediately preceding the conference.

-94 Employees released to attend special conferences will be paid by the Employer for time spent in special conferences, but only for the straight time hours they would otherwise have worked on their regular work schedule.

ARTICLE 11

OFFICIAL PERSONNEL FOLDERS

-95 Each employee shall have the right, upon request, to examine the content of her/his own Official Personnel Folder(s), the only exclusion being confidential pre-employment credentials of an evaluative nature.

-96 The employee shall make an appointment with the responsible managerial personnel to examine her/his Official Personnel Folder(s). Managerial personnel shall be present when the employee examines her/his Official Personnel Folder(s), and the employee may be accompanied by a representative of the Association if the employee so desires. The employee may designate in writing her/his desire to have a representative of the Association examine her/his file in her/his absence in a disciplinary matter, and the designated representative shall be allowed to examine the Official Personnel Folder(s).

-97 No derogatory statement about an employee of which the employee would not normally have a copy or be aware, shall be filed in the employee's Official Personnel Folder(s) unless the employee is provided a dated copy. The employee has the right to submit a statement(s) concerning negative evaluative reports for inclusion in the Official Personnel Folder(s). Brief statements may be submitted for inclusion in the employee's Official Personnel Folder(s).

-98 Upon an employee's written request to the Office of Human Resource Services, any records of disciplinary action that occurred more than eighteen (18) months prior to the request shall be removed from the Official Personnel Folder(s) if the employee's performance has been satisfactory within the past eighteen (18) months. This section may not be used to remove performance evaluations from the Official Personnel Folder(s).

ARTICLE 12ARTICLE 12

PERFORMANCE EVALUATIONSPERFORMANCE EVALUATIONS

-99 To effectively review, monitor and recognize an employee's performance, it is the policy of the University to provide Performance Evaluations annually or more often if deemed appropriate by the supervisor. Performance Evaluations shall become part of the employee's Official Personnel File. The employee may place written comments regarding the performance evaluation in the Official Personnel File. Whenever an employee receives an overall "Less Than Satisfactory" evaluation, the employee shall be reevaluated within ninety (90) days. Before the reevaluation, the employee may request and shall receive a conference with the evaluator in which such employee may have APA representation.

ARTICLE 13ARTICLE 13

PROMOTION/DEMOTIONPROMOTION/DEMOTION

A. Promotion

-100 A "promotion" is defined as the movement of an employee to a higher grade level. An employee promoted one grade level shall receive a minimum salary increase of five (5) percent or be placed at the minimum rate for the new level, whichever is greater. An employee promoted two or more grade levels shall receive a minimum salary increase of ten (10) percent or placed at the minimum rate for the new grade level, whichever is greater. The Employer is not prohibited from giving APA employees salary increases that exceed these minimums.

B. Demotion

-101 A "demotion" is defined as the movement of an employee to a lower grade level other than by reclassification or voluntary transfer. The pay rate of an employee who is demoted will be reduced by five (5) percent if the grade level is lowered one grade level and ten (10) percent or more if the grade is lowered two or more grade levels. The Employer may make exceptions to this provision when deemed appropriate.

ARTICLE 14ARTICLE 14

FILLING VACANT POSITIONSFILLING VACANT POSITIONS

-102 The recruitment of applicants and the filling of vacant positions is the responsibility of the Employer. All candidates who possess the posted qualifications shall be considered to advance the concept of promotion from within the ranks of the University. Human Resource Services will provide the employing department with a list of candidates. In any instance when bargaining unit candidates possess the posted qualifications, at least five (5) of said candidates, if available, shall be interviewed.

-103 The responsibility for determining which candidates shall be interviewed will reside with the employing department. This determination will be based upon information obtained from the candidates' credentials. The department should take longevity of service into account when determining who will be interviewed, but ability to do the work shall be the prime factor for setting the interview list.

-104 If any outside candidate is hired over an interviewed employee or an interviewed employee on layoff status, the Association shall be provided with a copy of the Position Vacancy Record, which will contain the reasons for selection and nonselection. This shall be done in a timely manner. If the procedures outlined above have been followed, the determination will not be grievable; however, the Association may request a Special Conference to discuss the issue.

-105 Employees will be given reasonable time off from their jobs for the purpose of interviewing for another University position. Arrangements must be made in advance with their supervisor.

ARTICLE 15ARTICLE 15

CLASSIFICATION/RECLASSIFICATION OF POSITIONSCLASSIFICATION/RECLASSIFICATION OF POSITIONS

-106 The Employer establishes and maintains a system for the evaluation and classification of all bargaining unit positions. The authority to classify new positions, reclassify existing positions and eliminate positions is vested in the Office of Human Resource Services.

-107 When a classification is established or modified, the grade level for the classification shall be fixed by the Employer and the Association shall be notified before implementation. The compensation level shall be in conformity with rates established for positions of similar responsibility. If there is a disagreement over the compensation assigned the position, a special conference may be scheduled with the Office of Employee Relations. If the disagreement is not resolved, the Association may file a demand for arbitration within fourteen (14) calendar days of the special conference. The Arbitrator shall be limited to determining the appropriateness of the compensation level assigned the position but shall be without power to assign a compensation level for the classification.

-108 The unit administrator will normally initiate requests for position reclassification. However, requests may be initiated by the Association. Such requests shall be directed to the Assistant Vice President for Human Resources, whose decision on the request shall not be subject to review or grievance. If a request made under this paragraph is not approved, written reasons will be provided the Association.

-109 The salary of an employee whose position is reclassified to a higher grade level shall be no less than the minimum salary of the higher grade level.

ARTICLE 16ARTICLE 16

REDUCTION IN FORCEREDUCTION IN FORCE

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

B. While the employee is on layoff, the employer will make its normal contribution toward the cost of the health care coverage premium for two (2) months beyond the month of separation due to layoff.

General Provisions:

-111 For purposes of layoff only, layoffs shall be within units identified below (see paragraph 118).

-112 Employees to be laid off shall be given at least 45 calendar days notice, not to be offset by accrued vacation. A copy of the layoff notice will be sent to the Association Chairperson.

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

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

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

-114 Recall from Layoff. Recall is the reinstatement of a laid-off employee to active status within the period as defined in the provision on seniority. In the event of recall, the employee will retain the original service date and will receive FTE service credit for up to two (2) years for the period of layoff as specified in Article 7, paragraph 51, d. Accrued sick leave will be reinstated when the employee returns to work. Copies of notices of recall shall be sent to the Association Chairperson.

-115 To be eligible for recall from layoff, the employee must satisfy the following requirements:

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

-116 In the event that during a period of layoff there is a vacant position, the employee with the greatest length of service will be recalled to vacant positions first, provided he/she is capable of performing the duties of the position within a ninety (90) day evaluation period. An employee who meets the minimum requirements for a vacant position and who is denied the ninety (90) day evaluation period shall receive written reasons why the employee was not selected for the evaluation period with a copy to the Chairperson of the Association.

-117 An employee on layoff status will lose all recall rights and be terminated upon the occurrence of any of the following:

- A. Unreasonable refusal to be available for an interview.
- B. Refusal to accept a position offered if the salary offered is equivalent to eighty (80) percent or more of the employee's salary before layoff.
- C. Expiration of the recall eligibility period referred to in the provision on seniority.

-118 Units

OFFICE OF THE PRESIDENT

Office of the President
Internal Audit

OFFICE OF THE PROVOST AND VICE PRESIDENT FOR ACADEMIC AFFAIRS

Office of the Provost and Vice President for Academic Affairs
Office of the Vice Provost for Libraries, Computing and Technology
Office of the Vice Provost for University Outreach
Office of the Associate Provost
Office of the Assistance Provost and Assistant Vice President for Academic Human Resources
Office of the Assistant Provost for Academic Student Services and Multicultural Issues
Office of the Assistant Provost for Undergraduate Education and Academic Services

Secretary for Academic Governance
Office of Academic Human Resources
Administrative Information Services
Office of Admissions and Scholarships
Department of Aerospace Studies
Office for Affirmative Action Compliance and Monitoring
Broadcasting Services
Clinical Center
Computer Laboratory
Office of Curriculum & Catalog Support
Enrollment Services
Facilities Planning and Space Management
Faculty Grievance Official
Office of Financial Aid
MSU Health Team Administration
Honors College
Instructional Media Center
Libraries
Department of Military Science
MSU Press
Office of Planning and Budgets
Olin Health Center
Ombudsman
Performing Arts Facilities & Programs
Office of the Registrar
Resource Center for Persons with Disabilities
Student Athlete Support Services
Supportive Services
Teaching Assistant Program
Office of the Director, Undergraduate University Division
University Archives & Historical Collections
Upward Bound
Women's Resource Center

OFFICE OF THE VICE PRESIDENT FOR RESEARCH AND GRADUATE STUDIES

Office of the Vice President for Research and Graduate Studies
Research Development
Research Services and Industry Assistance
University Laboratory Animal Resources
Museum
Office of Radiation, Chemical, and Biological Safety

THE GRADUATE SCHOOL

VICE PRESIDENT FINANCE AND OPERATIONS AND TREASURER

Office of the Vice President for Finance and Operations and Treasurer
Police and Public Safety
Campus Park and Planning
Contract and Grant Administration
Controller
Forest Akers Golf Courses
University Services
Housing and Food Services
Physical Plant
Human Resources
Intercollegiate Athletics
Investments and Trusts
Land Management
Planning and Budgets

VICE PRESIDENT FOR STUDENT AFFAIRS AND SERVICES

Office of the Vice President for Student Affairs and Services, and
Assistant Vice President for Educational and Support Services
Assistant Vice President for Student Affairs and Services and Director of
Student Life
Special Assistant to the Vice President for Coordinated Minority Student
Programs
Counseling Center
Intramural Sports and Recreative Services
Department of Residence Life
Career Development and Placement Services

VICE PRESIDENT FOR UNIVERSITY RELATIONS

Office of the Vice President for University Relations
University Publications
Sports Information
Public Relations
News Bureau

VICE PRESIDENT FOR DEVELOPMENT

Office of Vice President for Development
MSU Foundation
Development Fund

COLLEGE OF AGRICULTURE AND NATURAL RESOURCES

Vice Provost/Dean of ANR
Agriculture and Natural Resources Dean
CANR External Relations
MSU Extension Director's Office
CYF 4-H Youth
CYF Food, Nutrition, Health and Family Strengths
CANR Public Service Activities
ANR Education and Communication Systems
Agricultural Economics
Agricultural Engineering
Animal Science
Crop and Soil Sciences
Fisheries and Wildlife
Institute for Food Law and Regulations
Food Science and Human Nutrition
Extension AOE Team Support
Forestry
Horticulture
Michigan Agricultural Experiment Station
Michigan Travel, Tourism & Recreation Research Center
Packaging
Park, Recreation and Tourism
Resource Development
Agricultural Technology Institute
International Agriculture Institute
University Farms
Land Management
Water Research Institute
Bailey Scholars Program
Integrated Plant Systems
Kellogg Biological Station

COLLEGE OF ARTS AND LETTERS

Office of the Dean, Arts and Letters

American Studies Program
American Thought and Language
Ancient Studies
Art
Center for Great Lakes Culture
Center for Integrative Studies in Arts and Humanities
Center for Language Education and Research
Comparative Literature Program
English
English Language Center
Film Studies Program
History
Interdisciplinary Program in Health and Humanities
Jewish Studies Program
Kresge Art Museum
Language Learning Center
Linguistics and Germanic, Slavic, Asian and African Languages
MATRIX
Music
Philosophy
Religious Studies
Residential Options in Arts and Letters
Romance and Classical Languages
Theatre
Women's Studies Program
The Writing Center

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

Office of the Dean, Broad College of Business
Accounting
Economics
Executive Development Programs
Finance
The School of Hospitality Business
Institute of Public Utilities
International Business Center
Lear Corporation Career Services Center
Management
Marketing and Supply Chain Management
MBA Programs

COLLEGE OF COMMUNICATION ARTS AND SCIENCES

Office of the Dean, Communication Arts and Sciences
Advertising
Audiology and Speech Science
Communication
Journalism
Telecommunication

NATIONAL SUPERCONDUCTING CYCLOTRON LABORATORY

COLLEGE OF EDUCATION

Office of the Dean, College of Education
Counseling, Educational Psychology and Special Education
Educational Administration
Kinesiology
Teacher Education

COLLEGE OF ENGINEERING

Office of the Dean, Engineering
Case Center for Computer-Aided Engineering and Manufacturing
Chemical Engineering
Civil and Environmental Engineering
Composite Materials and Structures Center
Computer Science and Engineering
Electrical and Computer Engineering
Division of Engineering Computer Services
Mechanical Engineering
Materials Science and Mechanics
Division of Engineering Research

COLLEGE OF HUMAN ECOLOGY

Office of the Dean, College of Human Ecology
Family and Child Ecology
Human Environment and Design
Institute for Children, Youth and Families

COLLEGE OF HUMAN MEDICINE

Office of the Dean, College of Human Medicine
Cancer Center
Center for Ethics and Humanities in the Life Sciences
Family Practice
Institute for Managed Care
Pediatrics and Human Development
Medicine
Obstetrics, Gynecology & Reproductive Biology
Office of Medical Education Research & Development
Physiology
Psychiatry
Surgery

INTERNATIONAL/STUDIES AND PROGRAMS

Office of the Dean, International/Studies and Programs
African Studies Center
Asian Studies Center
Center for Latin and Caribbean Studies
Canadian Studies Centre
Center for European and Russian Studies
Center for Advanced Studies of International Development
Office for International Students and Scholars
Office of Study Abroad
Office of Women and International Development

JAMES MADISON COLLEGE

COLLEGE OF NATURAL SCIENCE

Office of the Dean, Natural Science
Abrams Planetarium
Center for Advanced Microscopy
Center for Biological Modeling
Biochemistry and Molecular Biology
Botany and Plant Pathology
Cell and Molecular Biology
Chemistry
Drew Laboratory
Ecology and Evolutionary Biology Program

Entomology
Center for Fundamental Materials Research
Genetics Program
Geological Sciences
Center for Integrative Studies – General Science
Kellogg Biological Station
KBS Maintenance
Lyman Briggs School
Center for Material Research Operations
Mathematics
Center for Microbial Ecology
Microbiology and Molecular Genetics
Medical Technology Program
MSU-DOE Plant Research Laboratory
Neuroscience Program
Off-Campus Credit Program - CNS
Pesticide Research Center
Physics and Astronomy
Physiology
Division of Science and Mathematics
Center for New Plants Products and Technology
Statistics and Probability
Synthesis Lab/Chemistry
Zoology

COLLEGE OF NURSING

Office of the Dean, College of Nursing
Health Promotion Programs

COLLEGE OF OSTEOPATHIC MEDICINE

Office of the Dean, College of Osteopathic Medicine
Family and Community Medicine
Internal Medicine
Osteopathic Manipulative Medicine
Osteopathic Surgical Specialties
Pediatrics
Physical Medicine & Rehabilitation
Biochemistry and Molecular Biology – COM
Microbiology & Molecular Genetics – COM
Neurology and Ophthalmology - COM
Pharmacology & Toxicology – COM

Physiology – COM
Psychiatry - COM
Radiology – COM
Institute for International Health - COM

COLLEGE OF SOCIAL SCIENCE

Office of the Dean, College of Social Science
Anthropology
Geography
Political Science
Psychology
Sociology
Criminal Justice
Labor and Industrial Relations
Social Work
Institute for Public Policy and Social Research
Center for Advanced Study of International Development
Center for Integrative Studies
Center for Remote Sensing
Julian Samora Research Institute

COLLEGE OF VETERINARY MEDICINE

Office of the Dean, College of Veterinary Medicine
Institute for Environmental Toxicology
Microbiology and Molecular Genetics
Large Animal Clinical Sciences
National Food Safety & Toxicology Center
Small Animal Clinical Sciences
Animal Health Diagnostic Laboratory
Veterinary Pathology
Veterinary Teaching Hospital
Veterinary Technology Program

URBAN AFFAIRS PROGRAMS

MSU ALUMNI ASSOCIATION

STATE NEWS

VICE PRESIDENT FOR GOVERNMENTAL AFFAIRS

VICE PRESIDENT FOR LEGAL AFFAIRS AND GENERAL COUNSEL

-119 Layoff Transition Adjustment

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

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

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

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

An Employee who elects to receive the Layoff Transition Adjustment will no longer be eligible for recall. An employee who may be eligible for University Retirement may elect the Layoff Transition

Adjustment and still be eligible for all benefits afforded a retiree.

120 Unused Sick Leave Credits

A laid off employee whose recall rights have expired and who is not otherwise eligible for payout of accrued sick leave under paragraphs 192, 193 and 194 of this agreement may receive partial payment for unused sick leave credits according to the schedule below:

University Seniority	Sick Leave Payout
2 years through 10 years	Unused sick leave, not to exceed one-eighth (1/8) of up to 1200 hours
11 years through 15 years	Unused sick leave, not to exceed one-fourth (1/4) of up to 1200 hours
16 years through 20 years	Unused sick leave, not to exceed three-eighths (3/8) of up to 1200 hours
More than 20 years	Unused sick leave, not to exceed one-half (1/2) of up to 1200 hours

-121 For purposes of Paragraph 120, "University Seniority" is that which existed as of the effective date of the layoff.

-122 An employee who receives payment for unused sick leave under this section may also receive a Layoff Transition Adjustment, provided that eligibility requirements for that program have been met.

ARTICLE 17ARTICLE 17

COMPENSATION PROGRAMSCOMPENSATION PROGRAMS

I. General Increase

-123 Effective October 1, 2000, three (3) percent general salary increase monies calculated on the September 30, 2000 total salary base will be made available for all employees who received a satisfactory rating on the latest employee evaluation. For purposes of this provision, an employee shall not be considered unsatisfactory until the employee's performance is determined to be unsatisfactory in two consecutive evaluations. General salary increase monies will be allocated in the following manner:

Three (3) percent will be made available for all eligible employees, sixty (60) percent of which will be allocated on the basis of merit consideration and forty (40) percent of which will be allocated across the board.

1. On October 2, 2000 a 1% of base salary lump sum (not in the base) will be paid to each employee on the payroll as of October 1, 2000.

-124 Effective October 1, 2001, three (3) percent general salary increase monies calculated from the September 30, 2001 total salary base will be made available for all employees who received a satisfactory rating on the latest employee evaluation. For purposes of this provision, an employee shall not be considered unsatisfactory until the employee's performance is determined to be unsatisfactory in two consecutive evaluations. General salary increase monies will be allocated in the following manner:

Three (3) percent will be made available for all eligible employees, sixty (60) percent of which will be allocated on the basis of merit consideration and forty (40) percent of which will be allocated across the board.

-125 Effective October 1, 2002, one (1) percent general salary increase monies calculated from the September 30, 2002 total salary base will be made available for all employees who received a satisfactory rating on the latest employee evaluation. For purposes of this provision, an employee shall not be considered unsatisfactory until the employee's performance is determined to be unsatisfactory in two consecutive evaluations. General salary increase monies will be allocated in the following manner:

One (1) percent will be made available for all eligible employees one hundred (100) percent of which will be allocated across the board. It is understood and agreed that the merit program described in A and B, above, is being waived for the October 1, 2002 general salary increase only, on a one-time basis, and the merit pay program shall not be considered ended as a result of this provision and shall continue in full force and effect.

-126 All funds made available by the Employer for general increases shall be expended on salaries of employees in the bargaining unit.

-127 Special merit salary increases may be granted during the contract year with appropriate approvals.

II. Salary Progression Program

-128 Salary Progression increase consideration will be given to employees who have completed at least one (1) year of service on the effective date of the increase, whose current performance is determined to be not less than satisfactory, and whose salary is less than one hundred twenty-five (125) percent of the minimum hiring level.

-129 Employees shall receive a progression increase upon completion of one year, for the first year only.

-130 Effective January 1, 2001, eligible employees will receive progression increases in the amount of three (3) percent up to the 125% level. Employees will not receive progression increases if they have less than a satisfactory overall rating on the latest employee evaluation.

-131 Effective January 1, 2002, eligible employees will receive progression increases in the amount of three (3) percent up to the 125% level. Employees will not receive progression increases if they have less than a satisfactory overall rating on the latest employee evaluation.

-132 Effective January 1, 2003, eligible employees will receive progression increases in the amount of three (3) percent up to the 125% level. Employees will not receive progression increases if they have less than a satisfactory overall rating on the latest employee evaluation.

III. Minimum Hiring Rates

-133 The minimum hiring rate for grade levels may be increased by the Employer.

-134 Effective October 1, 2000 the Minimum Hiring and Automatic Progression Levels will increase by 3%.

-135 Effective October 1, 2001 the Minimum Hiring and Automatic Progression Levels will increase by 3%.

-136 Effective October 1, 2002 the Minimum Hiring and Automatic Progression Levels will increase by 1%.

IV. SALARY SCHEDULES

-136 Effective October 1, 2000 through September 30, 2001, the Minimum Hiring and Automatic Progression Level rates are:

<u>Grade Level</u>	<u>Minimum</u>	<u>Progression Level</u>
8	\$25,003	\$31,254
9	\$27,015	\$33,769
10	\$29,164	\$36,455
11	\$31,510	\$39,388
12	\$34,026	\$42,533
13	\$36,736	\$45,920
14	\$39,674	\$49,593
15	\$42,849	\$53,561
16	\$46,274	\$57,843

-137 Effective October 1, 2001, the Minimum Hiring and Automatic Progression Level rates are:

<u>Grade Level</u>	<u>Minimum</u>	<u>Progression Level</u>
8	\$25,753	\$32,191
9	\$27,825	\$34,781
10	\$30,039	\$37,549
11	\$32,455	\$40,569
12	\$35,047	\$43,809
13	\$37,838	\$47,298
14	\$40,864	\$51,080
15	\$44,134	\$55,168
16	\$47,662	\$59,578

-138 Effective October 1, 2002, the Minimum Hiring and Automatic Progression Level rates are:

<u>Grade Level</u>	<u>Minimum</u>	<u>Progression Level</u>
8	\$26,011	\$32,514
9	\$28,103	\$35,129
10	\$30,339	\$37,924
11	\$32,780	\$40,975
12	\$35,397	\$44,246
13	\$38,216	\$47,770
14	\$41,273	\$51,591
15	\$44,575	\$55,719
16	\$48,139	\$60,174

ARTICLE 18ARTICLE 18

SPECIAL PROVISIONSSPECIAL PROVISIONS

A. Overtime

-139 Bargaining Unit Employees in grade levels AP 08, 09, 10, and 11 will receive overtime payment at the rate of time and one-half for scheduled hours worked in excess of 40 in a work week. Compensatory time at the same rate may be used where mutually agreed to by the employee and the Unit Administrator.

-140 In health care delivery facilities where bi-weekly work schedules of eighty (80) hours are maintained, overtime pay or compensatory time off will be given for any scheduled hours worked in excess of eighty (80) hours in a bi-weekly period.

-141 Paid time (vacation, sick leave, holiday, personal leave, compensatory time, jury duty, military leave and bereavement leave) is considered as time worked for the purpose of overtime computation. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

-142 Unit administrators or designees are responsible for the approval of overtime prior to the performance of overtime work. Approval means time worked as directed by the employee's supervisor and does not include casual or unscheduled time spent at work beyond the normal work day or work week.

-143 Employees at grade level AP 12 and above are not eligible for overtime pay. However, where unusual staffing and work requirements exist, the unit administrator may approve compensatory time off equal to the number of overtime hours worked.

ARTICLE 19ARTICLE 19

LEAVE OF ABSENCE WITH PAYLEAVE OF ABSENCE WITH PAY

-144 The University grants eligible employees leave of absence with pay in accordance with provisions as stated here. The types of leave of absence with pay are: bereavement leave, holidays, jury duty, military duty, personal leave, sick leave and vacation.

-145 While on leave of absence with pay, the employee will retain all previously earned benefits, and will continue to accrue vacation and sick leave credits. Compensation will be at the employee's base rate of pay as of the employee's last day of active work. Benefit programs and University contributions to benefits programs will continue during leave of absence with pay. See sections on benefits for details on types of leaves.

ARTICLE 20ARTICLE 20

LEAVES OF ABSENCE WITHOUT PAYLEAVES OF ABSENCE WITHOUT PAY

ABSENCES WITHOUT PAY (10 DAYS OR LESS)

-146 Excused absences without pay less than 10 days may be granted by the immediate supervisor but shall not exceed ten (10) consecutive days unless approved as a leave of absence. Normally, excused absences without pay will not exceed ten (10) working days in each fiscal year.

-147 Excused absences without pay will not require the use of accrued paid time (i.e., personal leave or vacation), except for failure to report to work due to inclement weather.

ABSENCES WITHOUT PAY INCLUDING LAYOFF (EXCEEDING 10 DAYS)

-148 All leaves of absence must be approved by the supervisor, the administrative head of the unit and the Office of Human Resource Services. They may be taken for reasons as specified in paragraph 152.

-149 During an unpaid leave of absence or layoff, an employee will not accrue vacation or sick leave nor be eligible for any payments for time off work provided by this Agreement (except excused absences without pay).

-150 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during leaves of absence or extensions and layoffs.

-151 The employee must consult with the Benefits Office about maintaining status in employee benefit programs during leaves of absence without pay subject to and consistent with these program conditions.

-152 Eligible employees with the approval of their supervisor(s) and the Office of Human Resource Services may be authorized to take unpaid leaves for up to two (2) years for the following:

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

- (1) Parent or guardian must provide evidence that the child needs special care.
 - (2) Evidence demonstrating that only the parent or guardian can deliver this special care.
 - (3) Such special care would require absence from work.
- E. Employees who become parents of or who adopt a child shall be entitled to parental or adoption leave of up to three (3) months to commence on or before the date of birth or the date of adoption as determined by the employee.
- F. Governmental service if elected to a full-time term of office, and if holding an elective office. Subsequent elections shall extend this leave.
- G. Educational leave after two (2) years of employment.
- H. To accompany spouse when spouse accepts University reassignment from MSU.
- I. Extended vacation after two (2) years of employment.
- J. Other reasons deemed appropriate by the Employer.

-153 During an involuntary leave of absence without pay, the employee's position shall not be considered vacant and the employee shall be entitled to return to the position if such return is within ninety (90) days of the commencement of the leave. An involuntary leave is defined as a leave required because of illness or incapacitation--medically certified. If the employee is unable to return to her/his job within 90 days, the employee shall have bypass rights, in accordance with paragraph 116, to vacant lateral or lower level positions for a period of time not to exceed two (2) years from the original date of the involuntary leave.

-154 The Employer, at its option and without cost to the employee, may require that a designated physician(s) examine the employee before returning the employee to active employment.

ARTICLE 21

VACATION PAY

-155 Accrued Vacation Leave Carryover

<u>Service Months</u>	<u>Earning Rate</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
Grade levels 8, 9, 10, 11, 12, 13, 14 & 15			
Completion of first 6 months service	48 hrs.		
7th month through 60th month	8 hrs./month	96 hrs.	120 hrs.
60th month through 120th month	12 hrs./month	144 hrs.	180 hrs.
121st month	16 hrs./month	192 hrs.	240 hrs.
Grade Level 16			
Completion of first 6 months service	90 hrs.		
7th month	16 hrs./month	192 hrs.	240 hrs.

-156 Employees accrue vacation pay credits at the rate shown above for each completed month of service. Service includes work time and "Leave of Absence with Pay" time, but does not include:

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

Usage Requirements:

-157 An employee may take vacation at any time during the year with permission of the

supervisor and in accordance with departmental requirements.

-158 Vacation is to be taken and reported in full hour increments.

-159 A maximum of eight (8) hours pay may be made for each day of vacation. This may vary for persons on a flexible appointment.

-160 Each hour paid to an employee shall be paid at the base rate of pay, and shall not include shift premium or other premium payments.

-161 University designated holidays falling within the employee's vacation will not be charged to accrued vacation.

-162 While on vacation, an employee may not change usage for time taken for other forms of paid leave, except for a documented illness.

-163 The employee will normally use all vacation before commencing a leave of absence without pay, except for sickness or disability.

-164 Vacation may be used to supplement Workers' Compensation up to a maximum of eight (8) hours total pay for each day of absence.

-165 Part-time employees scheduled to work at least 26 hours per week but less than 36 shall be credited with 75% of the vacation accruals shown above for full-time employees.

-166 Part-time employees scheduled to work at least 20 hours per week but less than 26 shall be credited with 50% of the vacation accruals shown above for full-time employees.

-167 Part-time employees will be paid only for the hours scheduled to work but not worked because of the vacation.

-168 Employees are expected and encouraged to take their annual vacation accrual each year. With supervisory approval, an employee may continue to accrue vacation up to the Maximum Accrual shown under the Accrual Schedule section. Further accrual beyond this Maximum Accrual is not possible, and the employee will receive no further vacation credit for months of service completed until the employee reduces vacation credits.

-169 An employee will receive payment for unused vacation when terminating employment.

ARTICLE 22ARTICLE 22

PERSONAL LEAVE DAYSPERSONAL LEAVE DAYS

-170 The University grants eligible employees paid time off in order to attend to personal matters. Employees on the payroll as of July 1, will be credited with 24 hours of personal leave for use during the fiscal year (July 1 - June 30). Employees who are hired, rehired, or change to regular status of half-time or more during the fiscal year will be credited with personal leave as follows:

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

-171 Begins on date of hire, rehire, or change to regular status of half-time or more. Personal leave days should be approved by the employee's supervisor, in advance if possible. Personal leave is to be taken and reported in one hour increments. A maximum of eight (8) hours' pay may be made for each day of absence (may vary for persons on a flexible appointment). Each hour paid to an employee shall be paid at the base rate of pay and shall not include shift premium or other premium payment. The employee may use all personal leave days before commencing a leave of absence without pay. Personal leave days may be used to supplement Workers' Compensation up to a maximum of eight (8) hours' total pay for each day of absence. Personal leave days may not be used to provide payment for absence due to disciplinary suspension.

-172 Part-time employees will be paid only for the hours scheduled to work but not worked because of the approved absence. Personal leave credits may not be carried forward to the next fiscal year. No payment for unused personal leave credits will be made when the employee terminates.

ARTICLE 23

HOLIDAYS

-173 The University grants eligible employees paid holidays from work with no loss in pay. Regular staff working half-time or more and scheduled to work receive the following nine (9) days as holidays:

- New Year's (2 days)
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas (2 days)

-174 Each year the University designates the dates on which the holidays are to be observed. The additional days at Christmas and New Year's are observed either before or after the legal holiday.

-175 An employee is eligible for the holiday pay at the date of hire, rehire or change to regular status of half time or more. The employee must be on active status at the time the holiday occurs. The benefit is not payable to employees who are on leave of absence without pay, regular Workers' Compensation, layoff or disciplinary action. Holiday pay is not payable if the employee has an unexcused absence on either the day before or the day after the holiday.

-176 A maximum of eight (8) hours' pay may be received for each holiday. Each hour paid to an employee shall be paid at the employee's base rate of pay and shall not include any other premium payment.

-177 When a holiday falls during an employee's vacation or paid sick leave, the employee will receive holiday pay and no charge will be made to accrued sick leave or vacation time. Part-time employees will be paid only for the hours scheduled to work but not worked because of the holiday. When a holiday falls on an employee's non-work day and no other day is designated by the University, an alternate day off will be given. Time and one-half is paid for those eligible to receive overtime for work performed on the observance date of the holiday and not on the calendar date of the holiday, if different. In addition, an alternate day off will be given.

ARTICLE 24ARTICLE 24

SICK LEAVESICK LEAVE

-178 The University grants regular staff working half-time or more and temporary staff working half-time or more, paid time off due to illness. Employees accrue sick leave credits in accordance with the following requirements.

-179 Employees begin earning sick leave credits upon hire or rehire. Full-time employees accrue sick leave at the rate of four (4) hours for each completed two (2) weeks of service (104 hours annually). Service includes work time and "Leave of Absence with Pay" time, but does not include:

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

-180 Sick leave is credited at the end of each month and may accumulate to a maximum of 1,200 hours.

-181 Sick leave with pay may be used for the following reasons:

1. Personal illness or incapacity over which the employee has no reasonable control that prohibits the performance of the duties of the employee's job.
2. Absence from work because of exposure to contagious disease that, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
3. To complete appointments for medical or dental treatment when it is not possible to arrange such appointments for nonduty hours.
4. Twenty-four (24) hours of accrued sick leave per fiscal year may be used for illness of a member of the immediate family as defined in paragraph 254 or a member of the household. An additional forty (40) hours may be used for the care of dependent children, parents or spouse who are ill. The total number of hours shall not exceed sixty-four (64).
5. Illness or incapacity associated with pregnancy (see Maternity Leave section).

-182 A physician's statement may be required before approval of payment of sick leave. Payment of sick leave is authorized in tenths of an hour. Reporting of cumulative sick leave

usage is made in full hour increments.

-183 A maximum of eight (8) hours pay may be made for each day of absence (may vary for persons on a flexible appointment). Each hour paid to an employee shall be paid at the base rate of pay and shall not include shift premium or other premium payment.

Coordination With Other Types of Pay or Benefits

-184 Employees must utilize any accrued sick leave credits and may thereafter use vacation and personal leave day credits before being placed on an unpaid leave of absence due to illness/disability.

-185 The University, for cause, may direct an employee to go on sick leave.

-186 Employees may be required to obtain approval from the University physician before returning to work.

-187 Workers' Compensation benefits will be supplemented by accrued sick leave credits as necessary to maintain the employee's total income at an amount equivalent to eight (8) hours of pay at the base rate of pay for each day of absence.

-188 University designated holidays falling within an employee's paid sick leave will not be charged to sick leave.

Full-time/Part-time Status Considerations:

-189 Part-time employees scheduled to work at least 26 hours per week but less than 36 shall be credited with 75 percent of the sick leave accruals shown above for full-time employees.

-190 Part-time employees scheduled to work at least 20 hours per week but less than 26 shall be credited with 50 percent of the sick leave accruals shown above for full-time employees.

-191 Part-time employees will be paid only for the hours scheduled to work but not worked because of the sick leave.

Other Provisions

-192 An employee will not receive payment for unused sick leave when terminating, except when retiring, as stated below.

-193 Full-time employees meeting the University's minimum retirement requirements shall be paid for 50% of unused sick leave, but not to exceed a maximum of 50% of up to 1,200 hours, as of the effective date of separation.

-194 Full-time employees who do not meet the University's minimum retirement requirements but have at least five (5) years, but less than 10 years of continuous service, and who have

attained 65 years of age at the time of separation shall be paid 50% of unused sick leave as of the effective date of separation.

-195 Full-time employees who do not meet the University's minimum retirement requirements but have at least 10 years of continuous service and have attained 65 years of age at the time of separation, shall be paid 100% of unused sick leave as of the effective date of separation, not to exceed a maximum of 1,200 hours.

ARTICLE 25ARTICLE 25

MILITARY LEAVE OF ABSENCEMILITARY LEAVE OF ABSENCE

-196 Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay), to attend school full time under applicable federal laws in effect on the date of this Agreement.

-197 An employee who fails to notify the Employer of his/her intent to return within thirty (30) calendar days of the expiration of a leave of absence in excess of one (1) year duration will be given written notice within twenty-one (21) calendar days prior to the expiration of said leave.

-198 Upon application, a military leave of absence (without pay) will be granted to employees who are employed in other than temporary positions. This applies to employees who are inducted through a selective service system of voluntary enlistment and to employees called through membership in the National Guard or reserve component into the Armed Forces of the United States.

ARTICLE 26ARTICLE 26

MATERNITY LEAVEMATERNITY LEAVE

-199 Initially, the employee must submit a letter from a physician giving the projected delivery date. The Office of Human Resource Services will not require further medical documentation covering absences for a pregnancy when they occur within a period of four weeks before the projected delivery date and eight weeks following the delivery date. Beyond these periods, a statement will be required from the employee's physician stating the reasons for the requested leave extension. Leaves associated with pregnancy may be either with or without pay, depending on accumulated sick leave or vacation leave.

ARTICLE 27ARTICLE 27

FLEXIBLE APPOINTMENTS FLEXIBLE APPOINTMENTS

-200 Flexible appointments are appointments of Administrative Professional staff providing between 75 and 95 percent time equivalent salary over a calendar year, with some fringe benefits equivalent to full-time appointments. A flexible appointment is a voluntary commitment by an employee to a specific schedule of work. Flexible appointments may be in one of the following forms:

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

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

-201 As with any Administrative Professional position, job demands may require work outside and in addition to those of the regularly scheduled flexible schedule.

-202 Where a Type 1 flexible appointment includes a leave with benefits, the employee's position is held for his/her return at the end of the flex-leave, subject to the conditions specified in paragraph 228.

-203 The objective of flex-year appointments is to achieve budget flexibility where departmental functions can be accomplished with 75 percent employment, through a combination of benefits and other incentives.

-204 Departments identify positions for flexible appointments. Regular employees and persons to be employed in those pre-identified positions may agree to be placed in flexible appointments. Employees desiring flexible appointments whose positions are necessarily full time may apply for transfers to flexible appointments, subject to relevant policies and negotiated agreements. When a department desires to change a position from full time to a flexible appointment and the incumbent does not volunteer for that status, reduction in force procedures may be initiated to achieve the reduction within the department. If a flexible appointment position is subsequently eliminated, reduction in force procedures will be initiated. Staff members with flexible appointments who later desire a change in appointment may apply for other positions as they become available.

GENERAL PROVISIONS:

A. Flexible Positions

-205 The department administrator shall identify the positions appropriate for flexible appointments and, if specific duties are to be eliminated, indicate in writing the duties of such positions that are to be eliminated. This designation must be approved by the Director of Human Resource Services, after receiving employee input.

-206 Once a position is officially designated as flexible, only flexible appointments are acceptable.

-207 A flexible position shall maintain that designation until the department administrator acts to designate it otherwise by submitting the appropriate form for the approval of the Director of Human Resource Services.

B. Flexible Appointments

-208 A flexible appointment, either as an initial appointment or as a change of appointment, may be granted only with the agreement of a prospective or current staff member. Without agreement, a current staff member may be subject to the Reduction in Force policy.

-209 A flexible appointment must be arranged in advance with an employee, and approved by the departmental administrator and the Director of Human Resource Services.

-210 All flexible appointments will annually provide a minimum of 1,560 hours of scheduled work (subject to necessary reductions in force).

-211 A flexible appointee's FTE salary is the amount that would be paid if an entire year was worked in full time (e.g., \$1,000/month x 12 months = \$12,000). The base salary is the actual expected pay during the year. For example, if the FTE salary is \$12,000, base salary at 75 percent would be:

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

-212 Flexible appointees are regular AP employees.

-213 Leaves with benefits may be established for periods of one month or more, up to a maximum of three months (in increments of one month).

-214 Leaves with benefits are only those that are prearranged as part of an approved flexible appointment.

-215 No Unemployment Compensation is paid during a leave with benefits.¹

-216 If the flexible appointment converts to full-time status, the employee will receive an appropriate salary adjustment.

-217 Employees volunteering for flex-leaves must sign the PAN form signifying their voluntary concurrence with their change in status. This action is subject to the review and approval of the Office of Human Resource Services.

FRINGE BENEFITS:

-218 A flexible appointee's benefit eligibility during active flexible status and unpaid flex-leave is as follows:

-219 Flexible appointees:

1. Receive the University contribution toward health care.
2. Have Long-Term Disability, Dental and Expanded Life Coverage.²
3. May maintain group life and optional accident coverage. Prior to a flex-leave, advance deductions for applicable employee contributions for health, life and accident coverage are automatically taken to cover the flex-leave period. In the event that insufficient notice of flex-leave is received, the Benefits office will bill employees for these amounts.

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

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

-220 Educational Assistance is available, subject to all other eligibility requirements. However, Type 1 flexible appointees will be allowed to "bank" educational assistance for use during nonwork flex-leave periods for up to five credits for each semester of employment, up to a maximum of 14 credits per year. Banking educational assistance will be available only to employees on flex-leave. All other provisions of the educational assistance program must be satisfied. The application for banked educational assistance program must identify the employee as a flex appointee.

-221 Personal Leave Days will be credited on a proportionate basis, i.e., 3/4 time service (either Type1 or 2 Flex) will receive up to 18 hours in credits each year according to the Personal Leave Days schedule.

-222 Full service credit is given toward retirement, benefits eligibility waiting periods and vacation service months.

-223 Paid leave accruals are proportionate and are accrued as follows:

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

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

-224 University Contribution to Base Retirement Plan and Social Security.³

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

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

-225 All salary-related benefits (paid leave, Employee-Paid Life, Base Retirement Plan, Long Term Disability, Expanded Life Plan, Extended Disability, and longevity) are based upon the flexible appointee's base salary. The longevity cap will be that of full-time employees.

³Subject to all current eligibility requirements.

OTHER PROVISIONS

Probationary Periods

-226 Flex-leaves may begin during a probationary period; however, the time spent on the flex-leave will not count toward completion of the probationary period.

Other Employment

-227 Staff members may work for other employers while on flex-leave.

Return to Active Employment

-228 Staff members returning from a flex-leave are assigned to their previously held positions, unless the circumstances of the University change to the extent that the position no longer exists. Those affected by a reduction in force while on flex-leave are eligible for the provisions of the reduction in force policy. Affected staff members will be given written notice as soon as practicable, but no less than that stipulated in the reduction in force policy.

Salary Payments

-229 Flexible appointees receive their base salary during their period of active service and no salary during flex-leave.

Hours Worked Records

-230 Departments are responsible for maintaining records of hours worked for nonexempt employees with flexible appointments.

-231 A position held by an employee that is changed to a flexible appointment, and some of whose duties are thereby eliminated, shall not be downgraded or eliminated as a direct result of the flexible appointment.

-232 Disagreements in the interpretation or application of the flexible appointment policy shall be subject to the grievance procedure and immediately proceed to Step three.

-233 At the time of presentation of a voluntary flexible appointment form to any employee, the employee shall be advised in writing:

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

-234 In addition, each employee shall receive at least 10 working days' written notice of the proposed flexible appointment before being required to respond. An affected employee may consult with a representative of the Association before making a voluntary election to accept a flexible appointment.

ARTICLE 28ARTICLE 28

LONGEVITY PAYLONGEVITY PAY

-235 A longevity pay plan to recognize long-term employment is provided after six (6) years of continuous service with the University to regular staff working half time or more.

-236 The longevity year is the 12-month period beginning October 1 each year, and ending September 30. The last date of hire will be used as the longevity date. The employee must be engaged in active employment for 39 calendar weeks (273 calendar days) and be on the payroll as of October 1 of the longevity year. Six (6) years or more of continuous service as of October 1 of the longevity year is required for eligibility.

-237 Eligible employees who have periods of inactive service totaling 93 days or more during a longevity year will not receive a longevity payment that year and will have the longevity date adjusted for future years.

-238 Military leave of absence will not adjust the longevity date.

-239 Full-time employees who terminate before October 1 who are 65 years of age and have five (5) or more years of full-time service, or who meet the minimum University retirement requirements will receive a prorated longevity payment.

-240 Employees who are not on the active payroll because of layoff, but who otherwise meet the eligibility criteria will receive a longevity payment.

-241 Employees who are on leave of absence on October 1, but otherwise meet the eligibility criteria will receive a longevity payment upon return to work. Payment is scheduled annually on the first working day of December and is computed as a percentage of the employee's annual base rate of pay as of September 1 of the calendar year in which the longevity payment is made. Base rate of pay shall not include overtime or premium pay.

-242 If an employee is not on the payroll September 1, the rate to be used is the employee's rate of pay upon his/her return. Longevity pay shall not exceed the longevity pay schedule.

Payment Schedule:

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

Three-quarter time employees: % of first \$7,125 of annual wage.

One-half time employees: % of first \$4,750 of annual wage.

ARTICLE 29ARTICLE 29

JURY DUTY PAYJURY DUTY PAY

-243 The University recognizes the civic responsibility of employees to serve on jury duty and makes provision for eligible employees to perform such duty without loss of pay. Employees who are called to serve on jury will be compensated for the difference between pay received from the court and straight time base pay. Employees who are called to testify pursuant to court-issued subpoenas will receive jury duty pay in that event also.

-244 Benefit begins on date of hire, rehire, or change to regular status of half-time or more. The employee must notify supervision of the call to jury duty as soon as the information is known and must provide proof of the call to jury duty and proof of jury duty pay. The employee is expected to report for regular University duty when temporarily excused from attendance at court. When called to testify, the employee must provide proof of subpoena and proof of witness fee or proof that no witness fee was provided.

-245 For each work day of full or partial absence due to jury duty, and provided the employee returns to regular University duty when temporarily excused from attendance at court, the employee will receive the difference in pay between:

- a. Pay received from the court (or witness fees) and,
- b. Regular straight time base pay, excluding shift premium or other premium payment, for the hours absent from work.

-246 If the employee is otherwise eligible for holiday pay, holiday pay may be made if jury duty is interrupted by a legal holiday recognized by the University.

-247 Part-time employees will be paid the difference in pay only for the hours scheduled to work but not worked because of jury duty.

ARTICLE 30ARTICLE 30

MILITARY DUTY PAYMILITARY DUTY PAY

-248 The University recognizes the value of the military reserve and makes provision for eligible employees to attend short-term military duty without loss of pay.

-249 The University will pay the difference between the employee's military pay and base pay, if the employee's military pay is less, for up to 15 calendar days when the employee is ordered to active duty for training, and for up to 10 additional calendar days when the employee is ordered to active duty for the purpose of handling civil disorders, per fiscal year.

-250 Begins on date of hire, rehire, or change to regular status of half-time or more. The employee must notify supervision of the call to military duty as soon as the information is known and must provide proof of the call to military duty and proof of military pay.

-251 For each full work day of absence, the employee will receive the difference in pay between:

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

-252 An employee may use accrued vacation time in addition to receiving military duty pay. Part-time employees will be paid the difference in pay between the total military duty pay received and the employee's base pay for the total hours scheduled to work but not worked because of the military duty, if the military duty pay is less.

ARTICLE 31**ARTICLE 31**

BEREAVEMENT DAYS**BEREAVEMENT DAYS**

-253 The University grants eligible employees paid time off to attend the funeral and/or make necessary arrangements when a death occurs in the employee's immediate family.

-254 Regular staff working half time or more are eligible for bereavement leave upon the date of hire, rehire or change to regular status of half time or more.

-255 Up to three (3) bereavement days will be allowed in the case of death of the employee's:

Spouse	Grandparents	Father-in-law
Child	Grandchild	Mother-in-law
Brother	Half-Brother	Son-in-law
Sister	Half-Sister	Daughter-in-law
Parents	Step-Parents	Brother-in-law
Grandparents-in-law		Sister-in-law
Qualified same-sex domestic partner		

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

-256 The supervisor may require proof of death and relationship to the deceased before approving payment. A maximum of eight (8) hours' pay may be made for each day of absence. Each hour paid to an employee shall be paid at the employee's straight time base rate of pay and shall not include shift premium or other premium payment. This benefit is payable only to active employees whose absence from work is due to the death in the employee's family and will not be paid in lieu of other types of paid leave.

-257 Part-time employees will be paid only for the hours scheduled to work but not worked because of the death.

-258 Allowed bereavement days may be taken any time during the period including the day of death and the day following the funeral.

-259 The supervisor may grant permission to a reasonable number of employees to attend the funeral or serve as pallbearers for a deceased employee or former employee, without loss of pay.

ARTICLE 32ARTICLE 32

OVERVIEWOVERVIEW

-260 This section presents a broad overview of the various benefit programs, education and retirement benefits available to employees and eligible dependents. Each benefit plan is described briefly on the following pages. Complete information and descriptive details of benefits may be obtained from the Benefits Office or the referred division within Human Resource Services. If there is any misunderstanding regarding any of the programs described below, the provisions of the Master Contracts on file will prevail.

-261 Wherever the term "full-time employee" is used, this is understood to include those employees on flexible appointments.

ARTICLE 33ARTICLE 33

RETIREE/OVER 65 LIFE PROGRAMRETIREE/OVER 65 LIFE PROGRAM

-262 The University provides a death benefit of \$2,000 for regular full-time staff who were insured under the Employee-Paid life insurance program prior to July 1, 1976, and have maintained continuous coverage in that program.

-263 Eligible staff shall have a death benefit of \$2,000 upon attainment of age 65 or at official University retirement, whichever occurs first. The University pays the cost of the benefit. Coverage is automatic once the participation requirements are met.

ARTICLE 34ARTICLE 34

**ACCIDENTAL DEATH AND DISMEMBERMENT PROGRAMACCIDENTAL DEATH
AND DISMEMBERMENT PROGRAM**

-264 The University provides an optional accidental death and dismemberment program for regular full-time and part-time staff. The benefit is payable, in whole or in part, in the event of accidental death, dismemberment, or loss of sight. Benefit coverage may be selected in amounts from \$10,000 to \$250,000 depending on plan selected. Coverage may also be selected for eligible dependents in the following manner:

- a) Spouse coverage: 40% of employee coverage (50% if, on the date of the accident, the insured has no dependent children insured).
- b) Children coverage: 5% of employee coverage (10% if, on the date of the accident, the employee has no spouse insured).

-265 The program is entirely funded from employee premiums, and rates are subject to future group experience. Employees may enroll within 60 days of initial employment or during a scheduled open enrollment period.

ARTICLE 35ARTICLE 35

DENTAL PLANDENTAL PLAN

-266 The University provides a dental plan for all regular full-time employees, part-time employees on a proportional basis (see Article 7, paragraph 50) and official Michigan State University retirees.

-267 Dental coverage is provided for eligible employees, retirees, survivors of retirees and eligible dependents. The plan pays 50% of usual and customary charges for most dental services as defined in the Master Policy. Employees must enroll within sixty (60) days of initial employment or during a scheduled open enrollment. Coverage terminates at the end of the month employment terminates unless the employee is an official Michigan State University Retiree. This benefit continues for employees on layoff or on approved leave of absence.

-268 Benefit payments are limited each calendar year to \$600 for each person. Orthodontic services are covered for persons under age 19 and are limited to a separate lifetime maximum of \$600. Under the current provisions, the University pays the entire cost of the plan.

-269 No application is necessary and coverage is automatic upon employment. Coverage terminates on the employee's last day of employment unless the employee is an official Michigan State University retiree. This benefit continues for employees on layoff or on approved leave of absence.

-270 Dependent coverage terminates as above. In addition, certain changes in dependent status will terminate coverage for dependents. No conversion is possible.

-271 A Dental HMO option will be offered to employees in the bargaining unit effective July 1, 1995. The premium cost of the Dental HMO shall not be greater than the cost of the traditional Delta Dental Plan premium. Coverage for the dental HMO must be provided through one of their participating centers. Some benefits, such as diagnostic, preventive and minor restorations are provided at no cost, and other benefits are provided with a fixed dollar copay. Orthodontic services are covered for persons under age 19 and age 19 and over with a fixed dollar copay.

-272 The dental plan benefits will be provided consistent with the carriers' conditions and procedures.

ARTICLE 36ARTICLE 36

EMPLOYEE PAID LIFE PLANEMPLOYEE PAID LIFE PLAN

-273 The University provides an optional employee paid life plan for regular full-time and part-time employees. The benefit is payable in the event of death, or for other reasons as defined in the Employee Paid Life Plan brochure.

-274 Eight plans of coverage are offered. Four of the plans provide "fixed" amounts of life coverage based upon flat monthly premiums. The other four options provide "salary indexed" life benefits, which are a multiple of annual salary. Contributions for the salary indexed options are a percent of salary. Benefits may also be selected for eligible dependents. The benefit is decreasing term with no cash or loan value. The program is entirely funded from employee contributions, and rates are subject to future group experience. Employees may enroll within sixty (60) days of initial employment or during a scheduled open enrollment period.

ARTICLE 37ARTICLE 37

EXTENDED DISABILITY LEAVEEXTENDED DISABILITY LEAVE

-275 The University provides an interim income protection plan for regular full-time staff expected to receive Long-Term Disability benefits. The benefit provides full base wage/salary in cases expected to result in total disability, as defined in the Long Term Disability Master Contract, for a period of up to one hundred eighty (180) days from the employee's last day of active work. The benefit commences upon the expiration of all accrued sick, vacation and personal leave.

-276 Determination of whether a case is expected to result in total disability can sometimes be made by the University-designated physician based on information received from the employee's physician and other medical reports. A lack of conclusive medical evidence may delay approval of the Extended Disability Leave benefit, until Long-Term Disability benefits are approved. If so, payments will be made on a retroactive basis. In these cases, it is necessary for the employee to maintain benefit payments. Reimbursement will be made for University contribution amounts upon approval for Extended Disability Leave.

-277 Employees expected to return to work within one hundred eighty (180) days will not qualify for this benefit. Authorization to pay Extended Disability Leave benefits will be made by the Benefits office. The University pays the cost of the benefit. No application is necessary for enrollment. Benefit becomes effective upon completion of sixty (60) continuous full-time equivalent service months. The benefit terminates on the last day of employment. Conversion of coverage is not possible.

ARTICLE 38ARTICLE 38

EXPANDED LIFE PLANEXPANDED LIFE PLAN

-278 The University provides an Expanded Life Plan for regular full-time staff. The benefit is payable in the event of death. The benefit is an amount of coverage equal to the employee's basic annual salary. The maximum benefit is \$50,000. The University pays the entire cost of the coverage and no application is necessary. Coverage is automatic and effective the first day of employment.

ARTICLE 39ARTICLE 39

LONG TERM DISABILITY PLANLONG TERM DISABILITY PLAN

-279 The University provides income protection through the Long Term Disability Plan for regular full-time staff.

-280 The benefit is payable to employees who become totally disabled as defined in the LTD Master Contract and are unable to work due to sickness or bodily injury. In addition, the University makes the regular contribution for health plan coverage and pays the complete cost for dental and the Employee-Paid Life Plan.

-281 The University pays the entire cost of the LTD benefit. Coverage is automatic and becomes effective the first day of the month following or coinciding with completion of twelve (12) continuous full-time equivalent service months. Long-Term Disability coverage will terminate on the employee's last day of active employment.

ARTICLE 40ARTICLE 40

TRAVEL ACCIDENT PROGRAMTRAVEL ACCIDENT PROGRAM

-282 The University provides a life Travel Accident Program for full- and part-time staff. The benefit is payable in the event of accidental death, dismemberment or loss of sight while traveling on or off-campus on University business.

-283 The maximum benefit is \$50,000. The University pays the entire cost of the benefit. Coverage is automatic upon employment and will terminate on the employee's last day of active employment. No conversion is possible.

ARTICLE 41ARTICLE 41

EDUCATIONAL ASSISTANCEEDUCATIONAL ASSISTANCE

-284 The University provides assistance to enhance an employee's educational and career development needs and goals for regular full-time and part-time staff.

-285 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.

-286 Reimbursement for tuition at other institutions shall be no greater than the prevailing MSU resident lifelong education rates.

-287 If the employee is covered by benefits such as scholarship or fellowship aid, government aid, GI benefits, or similar assistance, reimbursement will be made only for that portion of the tuition which exceeds the amount of those benefits.

Release Time

-288 Release time may be granted for up to five (5) hours per week.

Eligibility

-289 The benefit becomes effective if the first day of class commences after the employee has completed twelve (12) continuous full-time equivalent service months. The employee must have permission of his/her supervisor and/or department/unit administrator.

-290 The employee must be admitted to the educational institution where the course work will be taken and must be employed full-time, part-time or on a flexible appointment when course work is completed to be eligible for reimbursement. Employees who are laid off after a course(s) has begun will be eligible for reimbursement upon its completion.

-291 To receive waiver/reimbursement for MSU courses, the employee shall submit the completed educational assistance form with departmental approval to Human Resources Development (HRD) thirty (30) days prior to the start of class. To receive reimbursement for non-MSU courses, the employee shall submit the completed educational assistance form with departmental approval to HRD thirty (30) days prior to the start of class and send evidence that he/she has successfully completed the course within fifteen (15) days of the receipt of such evidence.

-292 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. Course and other fees are the responsibility of the employee.

Educational Assistance for Employees on Layoff

-293 Employees on layoff, as defined in Article 16, Reduction in Force, shall be provided consideration for training programs offered through Human Resources Development on a “space available” basis without cost to the employee. The determination of “space available” shall be in the sole discretion of the Employer. The Foundations of Effective Leadership series, the Planning and Organizing for PALM Users programs, and other programs determined by the Employer to require high cost materials to be provided to participants shall be exempt from this provision.

-294 Tuition Waiver

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

-295 Employees interested in utilizing the tuition waiver program must submit their educational assistance application complete with departmental approval to HRD thirty (30) days prior to the semester billing date set by the Fees and Scholarship Office. The application must be marked with a request for tuition waiver. Applications for Educational Assistance received after this deadline may result in late fees being assessed by Enrollment Services according to MSU registration policies. Payment of late fees is the responsibility of the employee.

-296 If the above timelines are met and the educational assistance application is approved, HRD will forward a list of employees eligible for tuition waiver to the Fees and Scholarship Office and to the Association.

-297 Employees will be responsible for all charges in excess of the Matriculation Fee and in excess of up to fourteen (14) credit hours over the academic year. HRD 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 HRD.

-298 Employees who have had their tuition waived will authorize HRD to verify completion of approved courses with Enrollment Services upon application for waiver. In cases where tuition waivers are withdrawn (e.g., terminated employee, non-approved course, unsuccessful completion), the University will attempt to payroll deduct the waived tuition. If the University is unable to make collection through payroll deduction, the Association agrees to be responsible for the outstanding debt(s).

Non-Credit Courses

-299 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 or other HRD approved educational/training programs.

-300 If non-credit courses only are being taken during an academic year, reimbursement will not exceed eight hundred (\$800.00) dollars.

-301 If non-credit courses are being taken during the same academic year as a course per paragraph 289 above, the total reimbursement will not exceed the MSU rate per credit for fourteen (14) credit hours.

-302 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 HRD signed by the instructor.

ARTICLE 42ARTICLE 42

COURSE FEE COURTESY PROGRAMCOURSE FEE COURTESY PROGRAM

-303 It is understood by both parties to this agreement the Course Fee Courtesy Policy herein described shall be identical in all respects, except for the time period for eligibility as described in paragraph 305 below, to the Course Fee Courtesy Policy in effect for MSU faculty as approved by the MSU Board of Trustees.

-304 Any changes or improvements to the faculty program shall be paralleled at the same time in the Administrative Professional program.

-305 Dependent children, spouses and qualified same-sex domestic partners of regular full-time employees who have been continuously employed by MSU for a period of sixty (60) full-time equivalent service months or more and who are employed prior to the second week of a semester or summer session will be entitled to a course fee courtesy. The course fee courtesy consists of the credit of one-half of the applicable resident undergraduate course fees.

-306 Dependent children shall be defined as (a) all legally dependent children of eligible staff; and (b) such children who have eligible staff as their legal guardians.

-307 Spouse shall be defined as the legally recognized spouse of a staff member.

-308 Course fees shall be defined as the amount associated with credit hour enrollment and shall not include the registration fee or such fees, taxes and charges as may be collected for third parties.

-309 The course fee courtesy will be granted through the semester in which the 120th credit is attempted, provided the dependent child, spouse or qualified same-sex domestic partner is registered as a student in good academic standing at Michigan State University in a curriculum leading to the first baccalaureate degree or to a certificate in the Agricultural Technology program. For undergraduate students with transferable credits and Michigan State University credits attempted equals 120. The course fee courtesy is available only to students enrolled through the on-campus registration process.

-310 The course fee courtesy for dependent children, spouse and qualified same-sex domestic partner will be discounted at the conclusion of the semester or summer session at which the employment of the eligible staff member is terminated. If the dependent child, spouse or qualified same-sex domestic partner is enrolled at the time of the eligible staff member's retirement in accordance with Michigan State University retirement policy, commencement of University long-term disability, or death, the course fee courtesy will continue in accordance with the provision contained in paragraph 302 above.

-311 If the dependent child, spouse or qualified same-sex domestic partner drops courses or withdraws from school during the refund period, any refund applicable to the course fee courtesy will revert to the University.

-312 Dependent children, spouse and qualified same-sex domestic partner of eligible staff on approved leave of absence will be eligible for the course fee courtesy.

-313 This program also covers the surviving dependent children, spouse and qualified same-sex domestic partner of eligible staff and retirees.

-314 Application may be made for the full academic year, beginning with Fall Semester.

-315 Student eligibility is based on the following criteria:

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

-316 As a scholarship award the Course Fee Courtesy will be considered in determining eligibility for additional financial assistance for those students who also apply for financial aid at Michigan State University. All eligible student applicants will receive the Course Fee Courtesy. However, if other forms of financial aid have been awarded to attend Michigan State University, the aid will be adjusted to reflect the Course Fee Courtesy. Depending on the types of awarded aid as well as when the Office of Financial Aids is informed of eligibility for the Course Fee Courtesy, the adjustment may be made to awarded grants, and loan or work eligibility according to the guidelines of the Office of Financial Aids, and the student shall be so informed.

-317 Eligibility for other tuition-specific awards (such as the Michigan Competitive Scholarship, Kodak Scholarship or Engineering Cooperative Award) will reduce the Course Fee Courtesy award so that the awards in combination will not exceed assessed tuition.

-318 Course fees covered through the Course Fee Courtesy Program will be limited to courses published in the Schedule of Courses and its supplements.

-319 Request for application forms or questions regarding the Course Fee Courtesy Program should be directed to the Human Resources Benefits - 353-4434.

ARTICLE 43ARTICLE 43

RETIREMENT PLANRETIREMENT PLAN

-320 The University provides a contributory base retirement plan for regular staff working half time or more. The benefit provides income during retirement and benefit payments in the event of death before retirement. Contributions from the employee and the University are paid into an individual contract between the employee and the company or eligible vendor.

-321 Employee contributions are 5% and University contributions are 10% of the employee's base salary or wage.

-322 The University's contribution is made on a tax-deferred basis, i.e., the employee does not report the University contribution as earned income when filing income tax returns for the calendar year. After retirement, the employee does pay taxes on the amounts received.

-323 An additional portion of the employee's salary may be contributed by the employee to a supplemental retirement plan vendor approved by the University, on a tax-deferred basis, through payroll deduction, subject to Internal Revenue Service limitations.

-324 Administrative Professional employees may optionally elect immediate participation upon employment, or may delay participation for up to twenty four (24) FTE service months from their appointment date or to the 35th birthday, whichever is later, at which time participation is required. Once required participation begins, it is not possible to withdraw from the Base Retirement Plan while employed at the University.

ARTICLE 44ARTICLE 44

HEALTH CARE COVERAGEHEALTH CARE COVERAGE

-325 Health care programs effective after June 30, 1998, effective on July 1, 1998

1. Prescription Drug

- A. Prescription drug benefits shall, effective July 1, 1998, be provided to employees represented by the Union, regardless of the University health plan in which they are enrolled, under a program administered by Caremark or other administrator(s) as may be agreed to.
- B. The prescription drug program implemented pursuant to the agreement shall provide the following co-pay options:
 - (i.) \$3.00 for generic and dispensed as written prescriptions and \$8.00 for brand prescriptions filled at MSU pharmacies.
 - (ii.) \$6.00 for generic and dispensed as written prescriptions and \$16.00 for brand prescriptions for a 90-day supply of maintenance drugs through MSU pharmacies.
 - (iii.) \$5.00 for generic and dispensed as written prescriptions and \$10.00 for brand prescriptions filled at retail pharmacies in the administrator's network.
 - (iv.) \$10.00 for generic and dispensed as written prescriptions and \$20.00 for brand prescriptions filled by the administrator's mail order service.
- C. The premiums for the prescription drug program shall be borne fully by the University for full-time employees and proportionately for part-time employees.

2. Base and Optional Programs

- A. Effective on July 1, 1998, and for the plan year ending on June 30, 1999, the University shall offer the Blue Cross/Blue Shield Community Blue ("BCBS/PPO") program, which shall be the base health care plan for employees represented by the Union, and the Physicians Health Care Plan ("PHP") which shall be an optional plan. The premium cost of the BCBS/PPO program shall be borne fully by the University for full-time employees and proportionately for part-time employees (in accordance with the conditions for part-time employees set forth below). During the 1998-1999 plan year, employees may select to enroll in PHP and will receive the applicable single, two-person or

family university base plan contribution toward the cost, with the difference, if any, payable by the employee through payroll deduction.

B. Effective on July 1, 1999, and for the 1999-2000, 2000-2001, and 2001-2002 plan years, the BCBS/PPO and PHP/HMO shall continue to be offered to employees. The University's contribution toward the cost of either program shall be the amount of the program having the lower rates in each plan year. This will be known as the base plan. In each of the aforementioned plan years, the cost of the base plan shall be borne fully by the University for full-time employees and proportionately for part-time employees (in accordance with the conditions for part-time employees set forth below). Employees electing to enroll under a plan other than the base plan will receive the applicable University single, two-person or family base plan contribution toward the optional plan cost, with the difference, if any, payable by the employee through payroll deduction.

C. Health Plan Contribution for Part-time Staff

(i.) Effective 7/1/98, part-time staff will receive a proportional University monthly contribution for health insurance based on the single, two-person or family premium for Community Blue, and the employee will pay the remaining premium through payroll deduction. As of 7/1/99, the University's proportional contribution will be based on the premium for the lowest cost health plan.

(ii.) Employees who are employed by the University by 6/30/98, and who are or become part-time, will be eligible to apply for a "hardship" University part-time contribution. In these cases, the University's proportional contribution will be based on the family premium of Community Blue from 7/1/98 – 6/30/99, and the lowest cost plan from 7/1/99 and thereafter. Employees employed after 7/1/98 are not eligible for a hardship University part-time contribution.

(iii.) To qualify and apply for the hardship University part-time contribution, part-time employees are to submit justification satisfactory to the Benefits Office. An employee who falsifies any information will be responsible for making the University whole for its health care expenditures on his/her behalf.

3. Coverage for Married Couples and Same-Sex Domestic Partners where both are Employed by the University.

A. Effective on July 1, 1998, a married couple or same-sex domestic partners (with both being employed by the University) must elect from one of the following options:

- (i). Each employee may elect single person coverage under either the base or optional health plan. In the case of a married couple or same-sex domestic partners (with both being employed by the University) where there are dependents, dependents may be covered under only one MSU plan.
- (ii.) One employee may elect two-person or family coverage and the other employee may waive University coverage and receive the \$600.00 waiver in accordance with existing provisions.

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

-326 The University reserves the right to change health plan administrators, other than health maintenance organizations, to provide health care coverage for employees in the unit. Other managed care options may be added by the Employer in addition to the traditional and HMO options currently offered. However, benefit levels now in effect shall not be reduced but may be improved.

-327 A. Employees should enroll within 60 days of employment or appointment to an eligible status or during annual open enrollment. Enrollment forms are available through the Benefits office.

B. Employees eligible for MSU health care coverage are eligible to waive the MSU health care coverage each year during the annual health care plan open enrollment to be effective July 1 through June 30. Employees waiving coverage receive up to a \$600.00 payment made in the month of July of the next plan year. Reenrollment into the MSU health plan will be allowed during the year if proof of involuntary loss of other health care coverage is provided within thirty-one (31) days of loss of coverage. The individual would no longer be eligible for the full lump-sum payment, but would be paid for the waived coverage on a pro-rata basis as provided for on the MSU health care waiver form.

ARTICLE 45ARTICLE 45

SAFETYSAFETY

-328 The University and the Association shall cooperate for the purposes of eliminating accidents and health hazards. The University shall make reasonable provisions for the safety and health of its employees during their hours of employment. The University, the Association and the employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters.

ARTICLE 46ARTICLE 46

SCOPE OF AGREEMENTSCOPE OF AGREEMENT

-329 The provisions contained herein constitute the entire Agreement between the parties.

ARTICLE 47

ARTICLE 47
AGREEMENT

-330 THIS AGREEMENT entered into this thirtieth day of November, 2000, between the Board of Trustees of Michigan State University (hereinafter referred to as the "Employer") and the Michigan State University Administrative Professional Association, MEA/NEA (hereinafter referred to as the "APA" or "the Association").

-331 Whenever the words "University" or "the Association" appear in this Agreement, they shall mean Michigan State University.

-332 Whenever the words "APA" or "the Association" appear in this Agreement, it shall mean the Michigan State University Administrative Professional Association, MEA/NEA.

-333 The Association will furnish the Office of Employee Relations with the names of its Executive Board members and such changes as may occur from time to time with such personnel. The Employer will in return, keep the APA advised as to its representatives.

-334 No provision of this Agreement or any supplement thereto shall be waived or modified in any way unless such waiver or modification is agreed to in writing between the Employer and the APA.

-335 Throughout this Agreement, any reference made to gender shall include male and female employees even if indicated in the masculine form, unless specifically relating to either gender and not the other.

-336 For the purpose of this Agreement, it is expressly understood and agreed by the parties hereto that introductory titles or headings preceding the Articles set forth herein shall not be held to in any way affect the substance, meaning or intent of any of the terms or provisions of said Article(s) contained in this Agreement.

-337 If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board of competent jurisdiction, or if compliance with or enforcement of any provision should permanently be restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Association, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

TERMINATION AND MODIFICATION

-338 This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 2003.

-339 If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by the other party on sixty (60) days written notice prior to the current year's termination date.

-340 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective termination date of this Agreement. Any agreements that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

-341 Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Association and if to the Employer, addressed to the Director of Employee Relations or to any such address as the Association or the Employer may make available to each other.

EFFECTIVE DATE

-342 This Agreement shall become effective October 1,2000. IN WITNESS WHEREOF, the parties have set their hands this 30th day of November 2000.

**MICHIGAN STATE UNIVERSITY
ADMINISTRATIVE PROFESSIONAL
ASSOCIATION**

MICHIGAN STATE UNIVERSITY

Tom Ferris, Uniserv Director

Dr. Fred Poston, Vice President
Finance, Operations and Treasurer

Leo Sell, APA Chairperson

C. Keith Groty, Asistant VP
Office of Human Resources

Bargaining Team:

Cathy Caswell
Jaime Galindo
Cynthia Hill
Brigid King Jansen
Leslie Johnson

Doug Owen
Alex Schram

Samuel A. Baker, Director,
Employee Relations

Gary Glazier, Associate Manager
Vice Provost/Dean ANR

Kristine Hynes, Director
Human Resources Services

Steven Meuche, Director,
Broadcasting Services

Dr. Willie M. Reed, Director
Animal Health Diagnostic Laboratory

Susan Waltersdorf, Associate Controller
Controller

APPENDIX I

On and after October 1, 2000 the following Classifications are represented by the Michigan State University Administrative Professional Association.

<u>Classification</u>	<u>Level</u>
ACADEMIC ORIENTATION PROGRAM COORDINATOR	14
ACADEMIC TECHNOLOGY COORDINATOR	12
ACCOUNTANT I	11
ACCOUNTANT II	13
ADMINISTRATIVE ASSISTANT I	10
ADMINISTRATIVE ASSISTANT II	11
ADMINISTRATIVE ASSISTANT III	13
ADMINISTRATIVE ASSOCIATE I	14
ADMINISTRATIVE ASSOCIATE II	15
ADMISSIONS ASSISTANT DIRECTOR	14
ADMISSIONS COUNSELOR	12
ADMISSIONS SENIOR COUNSELOR	13
ALUMNI PROGRAMS ASSISTANT DIRECTOR	14
ARCHITECT LANDSCAPE I	10
ARCHITECT LANDSCAPE II	12
ARCHITECT LANDSCAPE III	14
ARCHITECT LANDSCAPE/CONSTRUCTION	15
ATHLETIC ADMINISTRATIVE COORDINATOR	12
ATHLETIC EQUIPMENT COORDINATOR	10
ATHLETIC TRAINER I	12
ATHLETIC TRAINER II	13
ATHLETIC TRAINER III	14
ATHLETIC TRAINER/OLIN HEALTH CENTER	10
AUDITOR I	12
AUDITOR II	13
AUDITOR/INFORMATION SYSTEMS	13
AUTOMATED OFFICE SYSTEMS ASSISTANT	11
AUTOMATED OFFICE SYSTEMS COORDINATOR	13
BIOLOGICAL SAFETY OFFICER	14
BOTANICAL TECHNOLOGIST II	11
BUDGET RECORDS COORDINATOR	12
BUYER	10
CAO AST. DIRECTOR/UNIVERSITY DATA RESOURCES ADMINSTR.	16
CARDIOVASCULAR TECHNOLOGIST I	10
CAREER INFORMATION COORDINATOR	11
CAREER SERVICES COORDINATOR	13
CHEMICAL SPECTROSCOPIST	10

<u>Classification</u>	<u>Level</u>
CHILD & FAMILY CARE RESOURCES COORD	12
CODE COMPLIANCE INSPECTOR	12
COLLEGE ALUMNI COORDINATOR	12
COMMUNITY HEALTH ASSOCIATE	12
COMPUTER ANIMATOR	12
COMPUTER NETWORK COORDINATOR	11
CONSORTIUM COORDINATOR I	13
CONSORTIUM COORDINATOR II	14
CONTROLLER SENIOR ASSISTANT MANAGER/ANALYST	13
COUNSELOR	12
CULINARY COORDINATOR/COWLES HOUSE	11
CURATOR ASSISTANT	11
CURATOR OF HISTORY	12
CURRICULUM ASSISTANT II	12
CYTOGENETIC LABORATORY TECHNOLOGIST II	11
DATA RESOURCE ANALYST	13
DATABASE ANALYST I	12
DEVELOPMENT ASSISTANT	10
DEVELOPMENT OFFICER I	12
DEVELOPMENT OFFICER II	14
EDITOR II	11
EDITOR III	13
EDITOR/GRAPHIC DESIGNER	12
EDUCATIONAL PROGRAM COORDINATOR II	12
ELECTRON MICROSCOPIST I	10
ELECTRON MICROSCOPIST II	11
ELECTRON MICROSCOPIST III	13
ENGINEER/ARCHITECT I	11
ENGINEER/ARCHITECT II	12
ENGINEER/ARCHITECT III	14
ENGINEER/ARCHITECT IV	15
ENGINEERING/PHYSICIST ACCELERATOR I	10
ENGINEERING/PHYSICIST ACCELERATOR II	12
ENGINEERING/PHYSICIST ACCELERATOR III	14
ENROLLMENT SERVICES COORDINATOR	12
ENVIRONMENTAL COMPLIANCE OFFICER	14
ENVIRONMENTAL HEALTH/SAFETY INSPECTOR	12
EXECUTIVE SECRETARY II	10
EXECUTIVE STAFF ASSISTANT	11
FACILITIES ALTERATIONS AND IMPROVEMENTS COORDINATOR	13
FARM ASSISTANT MANAGER	12
FARM MANAGER I	13
FARM MANAGER II	14
FINANCIAL AID ASSISTANT DIRECTOR	15

<u>Classification</u>	<u>Level</u>
FINANCIAL AID OFFICER I	10
FINANCIAL AID OFFICER II	12
FINANCIAL AID OFFICER III	13
FINANCIAL ANALYST I	11
FINANCIAL ANALYST II	13
FIRE & OCCUPATIONAL SAFETY INSPECTOR	13
FOOD MANAGEMENT DATABASE COORDINATOR	11
FOOD SERVICES RESEARCH ASSISTANT	11
FOREIGN STUDENT ADVISOR	12
GENETICS COUNSELOR	13
GEOLOGICAL PREPARATOR	11
GOLF COURSE ASSISTANT MANAGER	10
GOVERNMENTAL AFFAIRS ASSISTANT	14
GRAPHIC ARTIST I	9
GRAPHIC ARTIST II	11
GRAPHIC ARTIST III	12
GREENHOUSE COORDINATOR	10
GREENHOUSE MANAGER I	11
GREENHOUSE MANAGER II	12
HAZARDOUS MATERIALS PROFESSIONAL	12
HEALTH CARE QUALITY PROJECT COORDINATOR	13
HEALTH PHYSICIST I	12
HEALTH PHYSICIST II	13
HORTICULTURIST	12
HUMAN RESOURCE ANALYST	12
HUMAN RESOURCES PROFESSIONAL	11
INDUSTRIAL HYGIENIST I	12
INDUSTRIAL HYGIENIST II	13
INFORMATION OFFICER I	12
INFORMATION OFFICER II	14
INFORMATION TECHNOLOGIST I	12
INFORMATION TECHNOLOGIST II	13
INFORMATION TECHNOLOGIST III	14
INFORMATION TECHNOLOGIST IV	15
INFORMATION TECHNOLOGY PROFESSIONAL	11
INFORMATIONAL AND STATISTICAL ANALYST	11
INSTRUCTIONAL EQUIPMENT & SUPPLIES TECHNOLOGIST I	10
INSTRUCTIONAL EQUIPMENT & SUPPLIES TECHNOLOGIST II	12
INSTRUCTIONAL MULTIMEDIA PRODUCER/DIRECTOR	12
INTELLECTUAL PROPERTY OFFICER	13
INTERIOR DESIGNER I	11
INTRAMURAL SPORTS ASSISTANT DIRECTOR	14
INTRAMURAL SPORTS COORDINATOR	11
KELLOGG CENTER CATERING & SALES COORDINATOR	12

<u>Classification</u>	<u>Level</u>
LABORATORY & CHEMICAL RECLAMATION COORDINATOR	12
LAND MANAGEMENT ASSISTANT DIRECTOR	15
LAND MANAGEMENT ASSOCIATE DIRECTOR	16
LANGUAGE LEARNING CENTER TECHNOLOGY COORDINATOR	12
LIBRARY ASSISTANT IV	11
LIBRARY ASSISTANT V	13
MANAGEMENT ANALYST	14
MARKETING AND SALES ASSISTANT	10
MARKETING AND SALES COORDINATOR	12
MARKETING AND SALES MANAGER	14
MASTER SCIENTIFIC GLASSBLOWER	12
MEDICAL TECHNOLOGIST I	10
MEDICAL TECHNOLOGIST II	11
MENU DEVELOPMENT COORDINATOR	12
MICROCOMPUTER HARDWARE/SOFTWARE COORDINATOR	11
MSU HEALTH TEAM COMPLIANCE OFFICER	14
MSU PRESS PRODUCTION MANAGER	11
MULTICULTURAL CENTER COORDINATOR	12
MULTICULTURAL DEVELOPMENT COORDINATOR	14
NIGHT MANAGER	11
NUTRITIONIST	12
OCCUPATIONAL THERAPIST I	12
OPERATIONS AND SAFETY COORDINATOR	11
OPERATIONS COORDINATOR	10
OUTREACH COMMUNICATIONS PUBLICATIONS MANAGER	14
PARKING COORDINATOR	10
PERSONNEL ASSISTANT ADMINISTRATOR	12
PESTICIDE COORDINATOR	10
PHARMACIST I	13
PHYSICAL THERAPIST I	12
PHYSICIAN'S ASSISTANT	13
PLANETARIUM PROGRAM ASSISTANT	10
PLANETARIUM PROGRAM COORDINATOR	13
PLANNER/INSPECTOR/ANALYST I	11
PLANNER/INSPECTOR/ANALYST II	13
PLANNER/INSPECTOR/ANALYST III	14
PLANNER/INSPECTOR/ANALYST HOUSING AND FOOD SERVICES	13
PRESERVATION AND RESEARCH EDUCATION MANAGER	12
PRESIDENTIAL EVENTS COORDINATOR	12
PRINTING TECHNOLOGY COORDINATOR	13
PROCUREMENT COORDINATOR/CONTRACT ADMINISTRATOR I	11
PROCUREMENT COORDINATOR/CONTRACT ADMINISTRATOR II	13
PRODUCER/DIRECTOR OF PHOTOGRAPHY	13
PRODUCER/HOST RADIO I	12

<u>Classification</u>	<u>Level</u>
PRODUCER/HOST RADIO II	13
PRODUCER/HOST TALKING BOOK	12
PRODUCTION AND ADVERTISING ASSISTANT	11
PROGRAMMER ANALYST	11
PROJECT/EVENT COORDINATOR	11
PSYCHOLOGIST I	14
PUBLIC SAFETY INSPECTOR	15
PUBLICATIONS DESIGN COORDINATOR	13
PURCHASING AGENT	12
PURCHASING AGENT/MINORITY PROCUREMENT COORDINATOR	12
QUALITY MANAGEMENT COORDINATOR	13
RECORDING PRODUCTION TECHNICIAN II	12
RECYCLING/SURPLUS ASSISTANT	10
RESEARCH ASSISTANT I	11
RESEARCH ASSISTANT II	12
RESEARCH ASSISTANT III	13
RESEARCH BIOCONTAINMENT FACILITY ENGINEER	13
RESEARCH QUALITY ASSURANCE OFFICER	13
RESEARCH/INSTRUCTIONAL EQUIPMENT TECHNOLOGIST I	10
RESEARCH/INSTRUCTIONAL EQUIPMENT TECHNOLOGIST II	12
SCIENTIFIC INSTRUMENT FACILITY COORDINATOR	13
SEXUAL ASSAULT SAFETY PROGRAM COORDINATOR	12
SOCIAL WORKER	12
SOFTWARE SYSTEMS ENGINEER	14
SPACE MANAGEMENT COORDINATOR	13
SPORTS FACILITY PROFESSIONAL	10
SPORTS OPERATIONS ASSISTANT	11
STAFF DENTIST	16
STAFF PHYSICIAN	16
STUDENT ALUMNI COORDINATOR	12
STUDENT EMPLOYMENT COORDINATOR	10
STUDENT LIFE ASSISTANT DIRECTOR	14
STUDENT SERVICES ASSISTANT I	10
STUDENT SERVICES ASSISTANT II	12
STUDENT SERVICES COORDINATOR	14
STUDENT-ATHLETE COORDINATOR	12
STUDY ABROAD PROGRAM ADMINISTRATOR	13
SYSTEMS ANALYST I	12
SYSTEMS ANALYST II	13
SYSTEMS ANALYST III	14
SYSTEMS DESIGNER	13
SYSTEMS PROGRAMMER I	11
SYSTEMS PROGRAMMER II	13
SYSTEMS PROGRAMMER III	14

<u>Classification</u>	<u>Level</u>
TECHNICAL WRITER	10
TELECOMMUNICATIONS OPERATIONS MANAGER	13
TELECOMMUNICATIONS VOLUNTEER PROGRAM COORDINATOR	10
TELEMARKETING SYSTEMS COORDINATOR	11
TELEVISION ASSISTANT PROGRAM MANAGER	13
TELEVISION PRODUCER/DIRECTOR I	13
TELEVISION PRODUCER/DIRECTOR II	14
TENNIS FACILITY MANAGER	12
TRAINING PROGRAM DEVELOPER II	11
TRAINING PROGRAM DEVELOPER III	12
UNIT HUMAN RESOURCES COORDINATOR	10
UNIT INFORMATION SYSTEMS MANAGER	14
UNIVERSITY ARTIST	13
UNIVERSITY DATA RESOURCE ASSISTANT	12
UNIVERSITY DEVELOPMENT RESEARCHER	10
UNIVERSITY HOUSING CABLE CHANNEL MANAGER	13
UNIVERSITY HOUSING CONFERENCE COORDINATOR	12
UNIVERSITY HOUSING CULINARY COORDINATOR	12
UNIVERSITY MANAGEMENT ANALYST	16
UNIVERSITY PRESS EDITOR	11
VETERINARIAN/CLINICAL	15
VETERINARY LABORATORY TECHNOLOGIST II	10
VIDEOTAPE PRODUCER/DIRECTOR I	11
VIDEOTAPE PRODUCER/DIRECTOR II	12
VOCATIONAL REHABILITATION COUNSELOR	12

ALPHABETICAL INDEX

<u>Article</u>		<u>Page</u>
	Absence Without Pay (10 days or less)	45
	Absence Without Pay Including Layoff (Exceeding 10 Days).....	45-46
34	ACCIDENTAL DEATH AND DISMEMBERMENT PROGRAM	69
	Accrued Vacation Leave Carryover	47
47	AGREEMENT	86
4	AID TO OTHER LABOR UNIONS	7
	Alphabetical Index.....	95
	Appendix I (Classifications)	89-93
	Arbitration	22-23
	Arbitration/Finality of Decisions	23
	Association Chairperson	11
5	ASSOCIATION MEMBERSHIP	8
6	ASSOCIATION RIGHTS	11
	Automatic Progression Level.....	40-42
	Bargaining Team	12
31	BEREAVEMENT DAYS.....	66
	Checkoff.....	8
15	CLASSIFICATION/RECLASSIFICATION OF POSITIONS	28
	Classification (Listing).....	89-93
17	COMPENSATION PROGRAMS	40
	Compensatory Time.....	43
	Computation of Back Wages.....	20
42	COURSE FEE COURTESY PROGRAM	79-80
	Demotion	26
35	DENTAL PLAN	70
	Disputes Concerning Compliance.....	10
	Dues/Revocation Cards.....	10
	Dues/Service Fee	8
41	EDUCATIONAL ASSISTANCE.....	58, 76-78
	Effective Date of the Agreement	87
36	EMPLOYEE PAID LIFE PLAN	71
7	EMPLOYMENT STATUS.....	13
	Executive Board Members	11
38	EXPANDED LIFE PLAN	73
37	EXTENDED DISABILITY LEAVE	72
14	FILLING VACANT POSITIONS	27
27	FLEXIBLE APPOINTMENTS.....	56-61
	Flexible Employment Status.....	13

Article

Page

	Flexible Positions.....	56
	Fringe Benefits/Flex Appointments	57
	Full-time Equivalent Service Months	14
	Full-time Hours.....	13
	Full-time/Part-time Status Considerations	52
	General Increase	40
	Grievance Definition and Procedure	21
	Oral Step.....	21
	Step 1.....	21-22
	Step 2.....	22
	Step 3.....	22
	Step 4.....	22-23
	Time Limits	20
	Grievance Officer.....	11,12,19
	Half-time Hours	14
44	HEALTH CARE COVERAGE	82-83
	Health Care Contributions During Retirement	14-15
	Health Care Coverage Waiver.....	83
23	HOLIDAYS	50
	Holiday Pay.....	50
	Hours of Employment.....	13
	Hours Worked Records.....	60
	Interim Evaluations.....	16
	Interviews - Time off	27
29	JURY DUTY PAY.....	64
	Layoff Transition Adjustment	38
19	LEAVE OF ABSENCE WITH PAY.....	44
20	LEAVE OF ABSENCE WITHOUT PAY.....	45
28	LONGEVITY PAY.....	62-63
20	LONG TERM DISABILITY PLAN.....	74
2	MANAGEMENT'S RIGHTS	5
3	MANAGEMENT SECURITY	6
26	MATERNITY LEAVE.....	55
	Merit Salary Increases	40
30	MILITARY DUTY PAY	65
25	MILITARY LEAVE OF ABSENCE.....	54
	Military Leave of Absence (Without Pay)	54
	Military Leave of Absence/Longevity Pay.....	62
	Minimum Hiring Rates.....	41
	Noncredit Courses.....	78
	Nondiscrimination	3
	Notice of Termination and Modification (of Agreement).....	87

<u>Article</u>		<u>Page</u>
	Off-Date Employment Status	13
11	OFFICIAL PERSONNEL FOLDERS	24
	Other Employment.....	60
	Oral Step.....	21
	Overtime.....	43
	Overview	67
	Parental Leave.....	46
	Payment Schedule (Longevity Pay).....	63
12	PERFORMANCE EVALUATIONS.....	16, 25
22	PERSONAL LEAVE DAYS	49
	Personnel Folder.....	24
	Probationary Period(s)	16, 60
8	PROBATIONARY/TRIAL PERIOD.....	16, 60
	Promotion	26
13	PROMOTION/DEMOTION.....	26
	Proportional Benefits.....	14
	PURPOSE AND INTENT.....	3
	Recall from Layoff	30
	Recall Rights	18, 30
1	RECOGNITION	4
16	REDUCTION IN FORCE.....	28
	Regular Employment Status	13
	Release Time/Association Officers.....	11
	Release Time/Educational Assistance.....	76
	Reprimand, Suspension or Discharge	20, 21
33	RETIREE/OVER 65 LIFE PROGRAM.....	68
43	RETIREMENT PLAN.....	81
45	SAFETY	84
	Salary Payments/Flexible Appointees.....	60
	Salary Progression Program.....	40, 41
	Salary Schedules.....	41, 42
46	SCOPE OF AGREEMENT.....	85
9	SENIORITY	18
	Service Months	14-15
10	SETTLEMENT OF DISPUTES	19
24	SICK LEAVE	51
	Sick Leave/Coordination with Other Types of Pay or Benefits.....	52
	Sick Leave Payout	52-53
	Special Conferences	5, 23
18	SPECIAL PROVISIONS	43
	Status of Employment.....	13
	Strikes.....	6
	Table of Contents	i

<u>Article</u>		<u>Page</u>
	Temporary Employment Status.....	13
	Termination and Modifications (of Agreement).....	87
	Termination for Failure to Comply.....	9-10
	Termination of Limitation.....	10
	Termination of Probationary/Trial Period.....	17
47	TERMS OF AGREEMENT.....	86
	Three-Quarter Time Hours.....	13
40	TRAVEL ACCIDENT PROGRAM.....	75
	Trial Period.....	16-17
	Tuition Waiver.....	77
	Units.....	30-38
	University Contribution to Base Retirement Plan and Social Security.....	58
	University Seniority.....	18
	Vacant Positions.....	27
	Vacation Accrual.....	47
21	VACATION PAY.....	47
	Vacation Usage Requirements.....	48
	Wage Rates.....	40
	Workers' Compensation.....	48-52