

COLLECTIVE BARGAINING AGREEMENT

Between

MICHIGAN STATE UNIVERSITY

and

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



July 1, 2010 – June 30, 2014

LOCAL 999

PREFACE

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

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AGREEMENT

- 3 This agreement entered into this First day of July, 2010, between the Board of Trustees of Michigan State University (hereinafter referred to as the "Employer") and Michigan State University Skilled Trades Local Union No. 999, Council No. 25, American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE 1

PURPOSE AND INTENT

- 4 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.
- 5 The parties recognize that the interest of the Employer and job security of the employees depend upon the Employer's success in establishing a proper service to the State.
- 6 To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.
- 7 Accordingly, the officials representing the Employer and the Union will from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet for the purpose of appraising the problems which have arisen in the application, administration and interpretation of this Agreement and which may be interfering with the attainment of their joint objective as set forth above. Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. This article is not a grievable item.

ARTICLE 2

RIGHTS OF THE EMPLOYER

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

ARTICLE 3

AID TO OTHER UNIONS

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

ARTICLE 4

RECOGNITION

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

ARTICLE 5

OCCUPATIONAL GROUPS

- 11 Occupational Group I
- Carpenter I
 - Carpenter II*
 - Electrician I
 - Electrician II
 - Glazier I
 - Glazier II*
 - High Voltage Electrician I
 - High Voltage Electrician I – Power Plant
 - High Voltage Electrician II
 - High Voltage Electrician II – Power Plant
 - Landscape Services Equipment Mechanic I
 - Landscape Services Equipment Mechanic II
 - Locksmith I
 - Locksmith II*
 - Mason I
 - Mason II*
 - Mechanic Auto I
 - Mechanic Auto II
 - Mechanic Blacksmith II
 - Mechanic Electronics I
 - Mechanic Electronics II
 - Mechanic Elevator I

Mechanic Elevator II
Mechanic Elevator III
Mechanic Heating Ventilation Air Conditioning (HVAC) I
Mechanic Heating Ventilation Air Conditioning (HVAC) II
Mechanic Maintenance I
Mechanic Maintenance II
Mechanic Metal Worker I
Mechanic Metal Worker II
Mechanic Refrigeration I
Mechanic Refrigeration II
Mechanic Telecommunication I
Mechanic Telecommunication II
Painter I
Painter II*
Pipe Fitter I
Pipe Fitter II
Plumber I
Plumber II
Power Plant Electrician
Preventive Maintenance Worker
Roofer I
Roofer II*
Skilled Trades Inspector
Trades Helper I
Trades Helper II
Upholsterer
Welder I
Welder II

12 Occupational Group II

Cyclotron Group Leader
Instrument Maker I
Instrument Maker II
Instrument Maker III
Research Shop Coordinator
Research Trades Assistant I
Research Trades Assistant II

*Employees hired on or after July 1, 2010 will not be eligible for these 915 Level II classifications
Employees currently in the progression path shall proceed according to established procedures.

ARTICLE 6

UNION SECURITY – REQUIREMENTS OF UNION MEMBERSHIP

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

- a. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of

continued employment to continue membership in the Union for the duration of this Agreement.

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

ARTICLE 7

UNION DUES, INITIATION FEES AND SERVICE CHARGES

A. Payment by Checkoff

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

B. Employer Responsibility for Deductions

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

C. Delivery of Executed Authorizations for Checkoff

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

D. When Deductions Begin

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

E. Refunds

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

F. Remittance of Deductions to Secretary-Treasurer

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

G. Termination of Checkoff

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

H. Disputes Concerning Checkoff

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

I. Limit of Employer's Liability

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

J. List of Members Paying Dues or Service Charges Directly

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

K. Disputes Concerning Membership

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

25 The Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this article, or in reliance on any list, notice, certification or authorization furnished under this article.

ARTICLE 8

REPRESENTATION DISTRICTS

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

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

| Area | Stewards | Alternate Stewards |
|--------------------------------------|----------|--------------------|
| Alterations & Improvements | 1 | |
| Chemistry-Bio Chem-Plt Res | 1 | |
| Cyclotron | 1 | 1 |
| Electrical-Physical Plant | 1 | 1 |
| Engineering | 1 | |
| Engineering & Architectural Services | 1 | |
| HVAC Operations | 1 | 1 |
| Mechanical-Physical Plant | 1 | 1 |
| Plumber/Pipefitter – Physical Plant | 1 | |
| Structural-Physical Plant | 1 | 1 |
| Telecommunications | 1 | |

| | | |
|-------------------------|---|--|
| Transportation Services | 1 | |
| 2 ND Shift | 1 | |

ARTICLE 9

STEWARDS AND ALTERNATE STEWARDS

- 28 In each district, employees in the district shall be represented by one District Steward or during his/her absence, an Alternate Steward, who shall be a regular employee and working in the district. The District Steward or Alternate Steward shall be notified in advance and in writing of scheduled overtime periods. Any concerns over the administration of this provision shall not be subject to the grievance and arbitration procedure. The parties shall use the Special Conference provision to resolve concerns relative to this provision. During scheduled overtime periods for more than one employee in a district, if the District Steward or Alternate Steward is not scheduled to work in accordance with the equalization of overtime provision (Article 45) the District Steward or Alternate Steward shall appoint an employee scheduled to work as Acting Steward for that particular overtime period.
- 29 The District Stewards, during their working hours, without loss of time or pay shall, in their own district, in accordance with the terms of this section, investigate and present grievances to the Employer, upon having received permission from his/her Supervisor to do so. The Supervisor will normally grant permission and provide sufficient time to the District Stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of District Stewards leaving their work during working hours without loss of time or pay is subject to the understanding the time will be devoted to the proper handling of grievances and will not be abused; and District Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. One (1) District Steward or one (1) Alternate Steward and one (1) executive board member will be excused with pay to attend one (1) regularly scheduled stewards or executive board meeting not to exceed two (2) hours per month. Any alleged abuse by either party will be a proper subject for a Special Conference.
- 30 A Chief Steward, or in his/her absence a designated Alternate Chief Steward, may investigate and discuss grievances with District Supervisors and/or District Stewards. The Chief Steward, or in his/her absence a designated Alternate Chief Steward, may leave his/her work during working hours without loss of pay based on the understanding that his/her Supervisor has granted him/her permission to leave his/her work, that the time will be devoted to the prompt handling of legitimate grievances, and that he/she will perform his/her regularly assigned work at all times except when necessary to leave his/her work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.
- 31 The Union will furnish the Office of Employee Relations with the names of its authorized representatives and members of its grievance committees, and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the

Union with which it may be dealing. The Employer will, in return, keep the Union advised as to its representatives.

ARTICLE 10

UNION BULLETIN BOARD

- 32 The Employer will provide enclosed bulletin boards that may be locked in each district which may be used by the Union for posting notices of the following types:
- a. Notices of Union educational, recreational and social events.
 - b. Notices of Union elections.
 - c. Notices of results of Union elections.
 - d. Notices of Union meetings.
 - e. Notices of job openings.
- 33 The Union shall have the exclusive right to the use of its assigned bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Union Bulletin Boards, the President of the local Union will be advised by the Office of Employee Relations of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

ARTICLE 11

SENIORITY DEFINED

- 34 Seniority shall be on a bargaining unit-wide basis in accordance with the employee's last date of hire in Local 999 unless negotiated locally by occupational groups.
- 35 "Length of continuous service" means uninterrupted employment with the University, but includes layoffs and other periods of absence authorized by and consistent with this Agreement except as limited by the section designated as "Loss of Seniority," Article 14 of this Agreement.

ARTICLE 12

SENIORITY

- A. Probationary Employees
- 36 New employees hired in the unit shall be considered as probationary employees for the first 1040 hours and six months of work. When an employee finishes the probationary period, he/she shall be entered on the seniority list of the occupational group and shall rank for seniority from the date the probationary period began. There shall be no seniority among probationary employees.
- 37 The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other

conditions of employment, except discharge or discipline for reasons other than Union activity.

B. Part-time Employees

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

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

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

ARTICLE 13

SENIORITY LISTS

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

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

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

ARTICLE 14

LOSS OF SENIORITY

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

ARTICLE 15

SENIORITY OF STEWARDS

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

ARTICLE 16

SENIORITY OF OFFICERS

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

ARTICLE 17

SHIFT PREFERENCE

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

ARTICLE 18

GRIEVANCE PROCEDURE

A. Time of Answers

- 49 The Employer will answer in writing any grievance presented to it in writing by the Union as indicated below, unless the time is extended by mutual agreement:
- a. By the District Supervisor within five (5) working days from the date of the meeting at which the grievance was discussed.
 - b. By the Administrative Head of a unit or division within seven (7) working days from the date of the meeting at which the grievance was discussed.
 - c. By the Director of Employee Relations or his/her designated representative within seven (7) working days from the date of the meeting at which the grievance was discussed.
 - d. The grievance must be presented in writing by the Chief Steward to the Administrative Head of a unit or division within fifteen (15) working days after its occurrence, except as provided for in Paragraph 66, in order to be a proper matter for the grievance procedure.
 - e. Meetings will be scheduled in a reasonable amount of time.

B. Time of Appeals

- 50 Any grievance not appealed from an answer at Step II of the grievance procedure to Step III of the grievance procedure within seven (7) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.
- 51 A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within three (3) months from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be held in abeyance without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

ARTICLE 19

PRESENTING A GRIEVANCE

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

A. Oral Step

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

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

B. Step I

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

C. Step II

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

D. Step III

- 57 If the Administrative Head's answer is not satisfactory, the grievance may be referred to the Union President who may submit his/her appeal to the Employer's designated representative indicating the reasons why the written answer of the Administrative Head was unsatisfactory. Within ten (10) working days after receipt of such appeal, a meeting between no more than three (3) representatives of the Union and three (3) representatives designated by the Employer will be scheduled to discuss the grievance.
- 58 The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.
- 59 The Union President or his/her representative shall be allowed time off his/her job without loss of pay to investigate a grievance he/she is to discuss or has discussed with the Employer, upon having received permission from his/her Supervisor to do so. The Supervisor will normally grant permission and provide sufficient time to the Union President or his/her representative to leave his/her work for these purposes subject to necessary emergency exceptions. The privilege of the Union President or his/her representative leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused; and the Union President or his/her representative will perform his/her regularly assigned work at all times, except when necessary to leave his/her work to handle grievances as provided herein. The Union President or his/her representative shall schedule this time within the release time provided in Article 35 unless additional time is authorized by the Office of Employee Relations. Any alleged abuse by either party will be a proper subject for a Special Conference.

E. Step IV

- 60 In the event the Office of Employee Relations' answer is not satisfactory, settlement may be determined by decision of the Arbitrator selected by the parties. The Union President or the Employer shall within thirty (30) calendar days of the Step III answer notify the other party or his/her designated representative in writing that they wish to appeal the grievance to arbitration. In the event they cannot agree upon an Arbitrator within five (5) working days of the date of the appeal, the party appealing the grievance to arbitration shall within fifteen (15) working days thereafter file a Demand for Arbitration with the American Arbitration Association who shall select an Arbitrator and the Arbitrator shall establish a hearing date. In the event either party fails to appeal the grievance to arbitration within the specified time limit or the appealing party fails to file the Demand for Arbitration within the specified time limit, the grievance shall be considered settled based upon the last answer by the Employer's designated representative. The fees and approved expenses of the Arbitrator will be paid by the parties equally. The rules of the American Arbitration Association shall apply to all Arbitration hearings.
- 61 Grievances within the meaning of the grievance procedure and this arbitration clause shall consist only of disputes about the interpretation or alleged violations of the Agreement. The Arbitrator shall have no power to add to, or subtract from, or modify

any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union.

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

ARTICLE 20

COMPUTATION OF BACK WAGES

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

ARTICLE 21

REPRIMAND, SUSPENSION OR DISCHARGE

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

A. Notice

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

B. Appeal

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

grievance within the time limits shall constitute a waiver of all claims concerning such reprimand, suspension, or discharge.

C. Use of Past Record

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

ARTICLE 22

MEDICAL DISPUTE

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

ARTICLE 23

69 TEMPORARY LAYOFFS

- A. Due to vacation periods and conditions beyond the Employer's control, adjustments of the work force can be made without application of the layoff procedure of this Agreement. If such temporary adjustment continues for more than ten (10) working days, the Union can request the Employer to adjust the working force according to the layoff provision of the Agreement and the Employer will do so within five (5) working days thereafter.
- B. The following values and principles form the foundation for the assumptions and decisions involved in MSU's health related emergency planning, and they will continue to guide the University and Union through the management of an extended health related emergency:
- Protection and preservation of life (human, animal and plant) and essential research.
 - Protection and preservation of the ability of the University to continue/resume its core missions.

- Minimization to the disruption in people's lives that occur with health related emergencies and treatment of students and employees with concern for the impact such events have on individuals.
- Open and sustained communication with the Union, students, employees, other constituent audiences and the general public about the University's responses to health related emergencies.

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

1. The Union and Employer shall meet in Special Conference as soon as possible, but no later than forty-eight (48) hours following the declaration of the emergency, and in subsequent meetings as needed, to discuss the impact such emergency may have on the bargaining unit.
2. During such temporary layoffs employees may use accrued vacation leave, personal leave and/or compensatory time to cover any or all of the period or temporary layoff.
3. Other than the variances described above, all layoff provisions of Article 24 shall apply during and following such a declared health related emergency.
4. This agreement shall not be used for constructive discharge.

ARTICLE 24

LAYOFFS

- 70 When there is a decrease in the work force, the following procedure shall be followed: temporary and probationary employees will be laid off within the affected classification, provided the seniority employees can do the available work.
- 71 Seniority employees will be laid off according to unit seniority, within the affected classification, provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at time of layoffs, unless he/she has previously performed the higher-rated job and is able to do the work.
- 72 A seniority employee laid off as provided for in Paragraph 71 may then bump a less senior employee in another classification in the same pay grade, within the same occupational group, provided he/she has the ability to perform the available work and so on to classifications in lower pay grades, providing he/she has the ability to perform the available work.
- a. Where there is a dispute over ability to do the work the employee shall, prior to the layoff date and with documentation of prior education and/or experience applicable to the position and satisfactory to the Employer, be given one trial

period of up to 10 working days in which to demonstrate competency to fill that position.

- b. The phrase "Satisfactory to the Employer" shall mean the Employer may make an initial determination as to an employee's prior education and/or experience being applicable to the available position. If a dispute exists over the Employer's initial determination, the factual applicability of prior education and/or experience to the position shall be determined through the grievance procedure.
- c. A seniority employee who is given notice of layoff and after exhausting all available bump options within her/his occupational group without success, will be eligible to exercise the following option. The employee may bump a Grade Level 906 or below with less seniority in another occupational group if she/he possesses the knowledge, skills and abilities to perform the duties performed by the employee subject to the bump. If the Employer determines that the employee does not possess the knowledge, skills and abilities to satisfactorily perform the duties of a Grade Level 906 or below, that determination will be grievable under Article 19 of the Agreement

73 Employees to be laid off for an indefinite period of time will have thirty (30) calendar days notice of layoff unless administratively impracticable, but will have at least fourteen (14) calendar days notice of layoff. The local Union Secretary and the District Steward will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

74 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during layoffs. Provided however, that during a layoff, an employee will not accrue vacation or sick leave nor be eligible for any payments for time off work provided by this Agreement, except as otherwise provided for by this Agreement.

75 In the event of a dispute over a senior employee's ability to do the work as described in paragraphs 70, 71, and 72, the Union may file a grievance at Step 2 of the grievance procedure.

ARTICLE 25

ASSIGNMENT OF SKILLED TRADES EMPLOYEES

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

- a. The Employer will ask for volunteers from the affected classification who would be willing to be reassigned on a temporary basis.
- b. Should there be an insufficient number of volunteers, the requisite number of employees will be reassigned based on the least senior employees within the classification who can perform the work to be assigned.

- c. If there is a dispute as to whether the least senior employee can perform the work, the Union may call for a special conference which must be held before the employee is reassigned.
- 77 The Employer will make every effort to give reasonable notice to employees who are to be temporarily assigned.
- 78 It is understood that the above provision does not guarantee twelve months employment each year to any employee but is merely a sincere effort on the part of the Employer to utilize the talents and services of regular full-time employees during normally slow periods.

ARTICLE 26

RECALL PROCEDURE

- 79 When the working force is increased after a layoff, employees will be recalled according to unit seniority in the classification provided the greater seniority employees are able to perform the available work. However, the Employer shall not be required to promote an employee at time of recall unless he/she has previously performed the higher-rated job and is able to do the work.
- 80 Seniority of an employee who is reemployed from a seniority list in the same occupational group that he/she was laid off from shall have status restored as of the date he/she left the service of the Employer.
- 81 Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. A copy of the notice of recall will be mailed to the Union President and another copy will be placed in the Union's mailbox at the Office of Employee Relations. If an employee fails to report for work within fourteen (14) calendar days from the date of mailing the notice of recall, it shall be considered a voluntary termination.

ARTICLE 27

WORK OPPORTUNITY FOR LAID-OFF EMPLOYEES

- 82 The Employer will, in employing new people in any occupational group, give work opportunity bargaining unit-wide to employees with seniority who are at the time laid off and are not expected to be returned to work in their classification, and who can perform the work of the vacant position.
- 83 An employee with seniority who is laid off and given work in another occupational group will be given seniority in the new occupational group equivalent to that which he/she had accrued in the occupational group from which he/she was laid off.
- 84 The laid off employee shall retain seniority rights in his/her former occupational group until his/her accrued seniority in his/her new occupational group equals the seniority he/she had in his/her former occupational group at which time all of his/her seniority

in his/her former occupational group shall be cancelled. If the employee exercises his/her seniority rights and returns to his/her former occupational group prior to the cancellation of seniority, he/she shall do so with all accumulated seniority.

ARTICLE 28

ABSENCES

85 An employee is expected not to be absent from work for any reason other than personal illness without making prior arrangements before the start of the shift with the supervisor. Unless such prior arrangements are made, notice must be given to the supervisor immediately of the reason for being absent. If the absence is to continue beyond the first day, the supervisor must be notified on a daily basis, unless otherwise arranged with and specifically approved by the supervisor. The employee is responsible to notify the supervisor in situations as described above. When notice is provided by someone other than the employee, the employee will be held accountable for the message and the receipt of the supervisor's response. Each employee will be given a telephone number in order to notify their supervisor if they are going to be absent. If a dispute arises as to whether the employee contacted the supervisor, in the first dispute, the employee will be given the benefit of the doubt.

ARTICLE 29

HOLIDAY PROVISIONS

86 The paid holidays are designated as:

| | <u>2010/2011</u> | <u>2011/2012</u> | <u>2012/2013</u> | <u>2013/2014</u> |
|------------------|------------------|------------------|------------------|------------------|
| Independence Day | 7/5/2010 | 7/4/2011 | 7/4/2012 | 7/4/2013 |
| Labor Day | 9/6/2010 | 9/5/2011 | 9/3/2012 | 9/2/2013 |
| Thanksgiving | 11/25/2010 | 11/24/2011 | 11/22/2012 | 11/28/2013 |
| Thanksgiving | 11/26/2010 | 11/25/2011 | 11/23/2012 | 11/29/2013 |
| Christmas | 12/24/2010 | 12/23/2011 | 12/24/2012 | 12/24/2013 |
| Christmas | 12/27/2010 | 12/26/2011 | 12/25/2012 | 12/25/2013 |
| New Year's | 12/31/2010 | 12/30/2011 | 12/31/2012 | 12/31/2013 |
| New Year's | 1/3/2011 | 1/2/2012 | 1/1/2013 | 1/1/2014 |
| Memorial Day | 5/30/2011 | 5/28/2012 | 5/27/2013 | 5/26/2014 |

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

88 If an employee is absent on either his/her scheduled working day immediately preceding or his/her scheduled working day immediately following the holiday, he/she will not be paid for the holiday unless his/her absence is excused. However,

if an employee is laid off for the period between the end of fall semester and the beginning of spring semester because of lack of work, he/she will receive the same holiday pay given to the rest of the employees.

- 89 If an employee terminates his/her employment, he/she will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his/her projected terminal vacation leave (except when an employee retires).
- 90 Employees who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to holiday benefits proportionate to the time actually employed.
- 91 Employees who are required to work on any University designated holiday shall be paid at a rate of one and one-half (1 1/2) times their regular rate of pay plus holiday pay. An employee shall not receive more than two and one-half (2 ½) times his/her regular rate of pay for hours worked on a holiday.
- 92 An employee who is on vacation or sick leave with pay when a holiday occurs will be paid for the holiday and no charge will be made against accrued vacation or sick leave credits.
- 93 There will be no holiday pay when the employee is on a leave of absence without pay, on layoff, or on Regular Workers' Compensation.

ARTICLE 30

VACATIONS

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

| <u>Service Months</u> | <u>Accrual</u> | <u>Annual Accrual</u> | <u>Maximum Accrual</u> |
|--|-------------------|-----------------------|------------------------|
| Completion of 6 months | 48 hrs. | | |
| 7 th month through 60 th month | 8 hrs. per month | 96 hrs. | 120 hrs. |
| 61 st month through 120 th month | 12 hrs. per month | 144 hrs. | 180 hrs. |
| 121 st month | 16 hrs. per month | 180 hrs. | 240 hrs. |

- 95 Employees are expected to take their annual accrual each year. When this is not feasible, he/she may make arrangements with his/her Immediate Supervisor or Departmental Administrator to accrue additional time but in no circumstances will the accrual exceed the amount shown in the schedule under Maximum Accrual.
- 96 Vacation will not accrue during an approved leave of absence without pay, while on regular Workers' Compensation, during an extended military leave of absence, during a terminal vacation period preceding termination, in excess of the Maximum Accrual, or while on layoff.
- 97 An employee's vacation pay will be based on his/her base rate of pay.

- 98 If a University designated holiday falls within an employee's vacation, he/she will be paid for the holiday and will not be charged for the vacation. When an employee terminates, he/she shall be paid for any unused vacation but will not be paid for University designated holidays which may fall within the terminal vacation period.
- 99 An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his/her vacation allowance under the progressive vacation plan. All other leaves of absence will be considered a break in an employee's service record in determining vacation allowances.
- 100 An employee may take his/her vacation at any time in the course of the year as long as it conforms with the requirements of his/her individual department and he/she has permission from his/her supervisor. A vacation should not be taken for less than one week at a time, but it is permissible for an employee to vary his/her schedule if it is approved by his/her Supervisor. An employee should consult with his/her Supervisor at an appropriate time each year concerning his/her vacation allowance and the time the employee wishes it to be scheduled. Supervisory approval should be sought a minimum of one (1) working day prior to the desired time off. In the event of illness in the immediate family, an employee may use accrued vacation time subject to other provisions of this article. Employee vacation time may be taken in one (1) hour increments.
- 101 Employees who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to vacation benefits proportionate to the time actually employed.
- 102 In the event of a dispute regarding the choice of vacation time, whenever possible the seniority employee will be given his/her choice of vacation time.
- 103 The following schedule will be used when the hire date, or any changes such as a return from leave of absence, necessitates prorating the hourly accrual for any portion of a month.

A. Entering Date

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

B. Exiting Date

| Days of the month | 8 hrs. per mo. | 12 hrs. per mo. | 16hrs. per mo. |
|---|----------------|-----------------|-----------------|
| 1 st through 7 th | 2 hrs. | 3 hrs. | 3 hrs. 45 min. |
| 8 th through 14 th | 4 hrs. | 6 hrs. | 7 hrs. 30 min. |
| 15 th through 21 st | 6 hrs. | 9 hrs. | 11 hrs. 15 min. |
| 22 nd through end of mo. | 8 hrs. | 12 hrs. | 16 hrs. |

- 104 The Employer is responsible for keeping the records of each employee's vacation account up to date. Upon request and within a reasonable period of time, the

employee shall be informed of the number of vacation credits remaining in his/her account.

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

ARTICLE 31

PERSONAL LEAVE HOURS

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

| <u>Employed</u> | <u>Hours</u> |
|-----------------|--------------|
| 7/1 – 12/31 | 24 |
| 1/1 – 3/31 | 12 |
| 4/1 – 5/31 | 6 |
| 6/1 – 6/30 | 0 |

- 107 The personal leave hours credited to each employee shall be utilized and charged in increments of not less than one (1) full hour.
- 108 No carry-over of unused personal leave hours credit from one fiscal year to another shall be allowed, nor any payoff upon termination of employment.
- 109 An employee terminating prior to January 1 shall only be eligible for one-half of the annual personal leave accrual, less personal leave time already used, to be adjusted on the employee's final payroll check.
- 110 The employee shall obtain the approval of the supervisor for the use of personal leave. The request for use of personal leave should be made at least one working day prior to the day off.

ARTICLE 32

SICK LEAVE

- 111 Every regular full-time employee shall accumulate and be credited with 104 hours of sick leave with pay per year, to be credited at the rate of four (4) hours each completed biweekly payroll period. Employees may use sick leave after they have completed their first month of service. Maximum accrual is 1200 hours.
- 112 Sick leave shall be available for use by employees for the following purposes:
- a. Acute personal illness or incapacity over which the employee has no reasonable control.

- b. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
 - c. To complete appointments for medical and dental care to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.
 - d. Not to exceed twenty-four (24) hours sick leave per year for absence from work because of illness in the immediate family. Defined as: spouse, children, parents and anyone living within the household of the employee. An additional forty (40) hours may be used for the care of spouse, parents and dependent children. The total number of hours shall not exceed sixty-four (64).
- 113 All employees shall accumulate sick leave from the date they are hired.
- 114 A regular employee with ninety (90) days of continuous service who suffers injury compensable under the Workers' Compensation Act shall continue to receive his/her regular rate of pay for time lost during the first seven (7) days not covered by the Workers' Compensation Act, provided he/she follows the instructions of the University Physician, and provided he/she returns to work not later than the time recommended by the University Physician. In the event of dispute, the Medical Dispute clause of this Agreement shall apply as regards the settlement of such dispute. Following the first seven (7) days, such seniority employee shall be paid the difference between his/her regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his/her sick leave is exhausted.
- 115 Employees who have exhausted their sick leave accrual and are still unable to return to work may use any unused vacation accrual.
- 116 Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.
- 117 Employees who leave to enter the Armed Forces of the United States under the provisions of a selective service act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon reemployment by the Employer, have available any unused sick leave previously earned, provided that such reemployment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.
- 118 An employee using sick leave during a period that includes a scheduled holiday will be paid his/her base pay for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.
- 119 An employee who transfers from one unit to another shall transfer with him/her any unused sick leave accrual.
- 120 Employees who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to sick leave benefits proportionate to the time actually employed. (See definition of proportional benefits).

- 121 Each District Supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity, and may request a statement from the employee's personal physician concerning his/her disability. Supervisors shall be given prompt notification from their employees of the necessity for taking sick leave. Employees who find they are going to be absent longer than they first anticipated should notify their Supervisor in accordance with the Absences clause of the Agreement (Article 28).
- 122 All payment for sick leave shall be made at the employee's base rate of pay.
- 123 Accrued sick leave credits shall be used prior to receiving unpaid leave.

ARTICLE 33

FUNERAL LEAVE

- 124 If death occurs among members of a regular employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days. In the case of death of the employee's or spouse's uncle, aunt, nephew or niece, the employee will be excused from work without loss of pay for one (1) day (the day of the funeral) to attend the funeral.
- 125 Definition of Employee's Immediate Family
- The employee's immediate family shall be interpreted as including: spouse, child, parent, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandparent-in-law, grandchild, stepparents, half-brother, half-sister, stepbrother and stepsister.
- 126 Permission will be granted without loss of pay to a reasonable number of employees in the unit who wish to attend the funeral of a fellow employee or retiree, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or retiree will be paid during the time they must be off the job.
- 127 Additional time, if required, may be granted in accordance with other leave policies.

ARTICLE 34

JURY DUTY

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

- A. Employees serving on jury duty, who are absent from work for eighty (80) continuous hours or less, will receive their regular pay and will not be required to submit proof of jury duty payment to the University. They must, however, still submit proof of jury duty service to their supervisor.
 - B. Employees serving on jury duty who are absent from work for more than eighty (80) continuous hours will be required to submit proof of jury duty payment to their supervisor to facilitate the offset and adjustment of their regular, straight-time base pay by jury duty payments or witness fees received from the court.
- 129 An employee shall notify his/her supervisor of Jury Duty and subpoena dates as soon as they are known.

ARTICLE 35

PAID UNION LEAVE/RELEASE TIME

- 130 Leaves of absence with pay will be granted to those employees who are elected or selected by the Union to attend educational classes conducted by the Union. The number will not exceed eight (8) employees at any one time and the number of working hours will not exceed a total of one hundred thirty-six (136) hours in any one (1) calendar year. The Union agrees to give the Office of Employee Relations as much advance notice as possible concerning such leaves of absence.
- 131 The Employer agrees to allow the President of the Union to be excused from work for twenty (20) hours per week to conduct Union business. The twenty (20) hours release time each week shall not be reassigned for any period less than one (1) work week. The Secretary-Treasurer of the Union shall be released for up to eight (8) hours per week, to conduct Union business.
- 132 The Employer agrees to allow the Chief Steward of the Union excused time from work for one (1) hour per week, cumulative to a maximum of four (4) hours at any one time to post Union bulletin boards. It is understood that this time is in addition to the time granted in Article 9 to handle grievances. Prior arrangements must be made with the employee's supervisor before leaving the job and such time will be spent on campus or in the East Lansing office.

ARTICLE 36

UNPAID LEAVES

- 133 Regular employees who have completed their probationary period are eligible for unpaid leave of absence. During a leave of absence without pay, an employee will not accrue vacation or sick leave nor be eligible for any payments for time off work provided by this Agreement.
- 134 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during a leave of absence, and its extensions.

135 The employees must check with the Benefits Office about maintaining the employee group benefits for which they are eligible and enrolled during leave of absence subject to and consistent with these plans. All leaves of absence must be approved by the Supervisor, Administrative Head of the department, and the Office of Human Resource Services.

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

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

A. PERSONAL LEAVE

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

B. LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY

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

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

C. MILITARY LEAVE – Extended Service

141 Upon application, a military leave of absence (without pay) will be granted to employees who are employed in other than temporary positions. This applies to employees who are inducted through a selective service system or voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States. In order to be eligible to return to active employment, an employee returning from a military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety (90) days after release from duty.

D. EDUCATIONAL LEAVE FOR VETERANS

142 Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed four (4) years (without pay) in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

E. LEAVE FOR UNION BUSINESS

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

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

ARTICLE 37

MILITARY LEAVE – Short Tours of Duty

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

ARTICLE 38

GENERAL CONDITIONS

Leave of Absence with Pay

146 Leaves of absence with pay shall be granted for purposes as described in Articles 29 through 37.

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

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

ARTICLE 39

FILLING OF VACANCIES

- 149 The Employer will fill vacancies on a seniority basis first within the occupational group with employees who possess the minimum qualifications for the classification under consideration. If there are no qualified bidders or no bidders from within the occupational group, the Employer will select the most senior applicant in the bargaining unit who possesses the minimum qualifications of the classification. An unsatisfactory MSU employment record may be a proper cause for denial of consideration for a vacancy.
- 150 Vacancies will be posted for a period of seven (7) calendar days in paper or electronic format. All notices of vacancy will state the classification, rate of pay, starting time, shift, location, and minimum qualifications. A copy of the Vacancy Notice will be made available electronically to the Union when it is available. Employees must apply for vacancies by submitting the appropriate application to the Office of Human Resource Services website at <http://www.hr.msu.edu/hr> by the closing date specified on the Vacancy Notice.
- 151 Postings shall remain posted for seven (7) calendar days before the vacancy is filled. The Employer will notify the Union, in writing, of the name of the employee selected to fill a vacancy, stating his/her seniority date and title of the classification. Temporary transfers may be used, if necessary, during the posting period.
- 152 A vacancy may not be filled from a posting one hundred twenty (120) calendar days after the posting expiration date. The vacancy must be reposted if it is to be filled.
- 153 If it should become necessary in filling a vacancy to bypass an employee's seniority, reasons for denial shall be given in writing to such employee with a copy to the Steward of the district.
- 154 An employee who is promoted, transferred or demoted must satisfactorily complete a trial period of 520 hours of work. Prior to the expiration of this period, either the Employer or the employee may declare the trial period unsatisfactory, and the employee shall return to his/her former position at his/her former pay rate, classification, and shift. If the Employer determines an employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing by the Employer with a copy to the Union. The matter may then become a proper subject for the grievance procedure.
- 155 During the trial period, employees will receive the regular rate of the job they are performing.
- 156 An employee who bids on a vacancy that is posted under this section and is subsequently selected and placed in the vacancy shall remain assigned to it for three

(3) months following the 520 hours of work trial period before becoming eligible to bid on another posted vacancy.

- 157 If an employee is temporarily assigned to a job with a higher maximum rate, and he/she is capable of doing the job, he/she shall receive an increase of ten (10) cents per hour, or the starting rate, whichever is greater, but in no event shall he/she be paid more than the maximum rate of the job to which he/she is temporarily assigned. If the temporary assignment in a higher classification is for three (3) hours or more, the employee will receive the increase in pay for eight (8) hours. An employee who is assigned on a temporary basis to a job in a lower pay grade shall have his/her hourly pay rate maintained. This section shall not be used to circumvent the posting requirement as stated in this article.
- 158 If an employee is temporarily assigned to work as a supervisor for eight (8) consecutive hours or more, he/she shall receive, in addition to his/her regular pay, one dollar (\$1.00) per hour differential compensation. Such differential compensation will not increase the hourly base rate.
- 159 The procedures for filling vacancies may be bypassed for the following situations:
- a. Employees drawing Workers' Compensation benefits for any position at their former or lower compensation grade levels, the duties of which they are able to perform, provided that during their absence they did not become subject to layoff.
 - b. Former seniority employees who have filed for unemployment compensation.
- 160 The parties recognize the Employer's commitment to and program for Affirmative Action. To that end the parties agree to cooperate to the extent possible for the achievement of the Affirmative Action objective. When it is necessary to fill vacancies for Affirmative Action purposes, such action must be proven under the provision of the Affirmative Action plan of the Employer. The University and the Union will meet to discuss any problems associated with the filling of vacancies for affirmative action purposes. Following discussion, the action may be permitted.

ARTICLE 40

TRANSFERS

- 161 **Transfer of Employees:** If an employee with seniority is transferred from one occupational group to another occupational group, he/she will be given seniority in the new occupational group equivalent to that which he/she had accrued in the occupational group from which he/she is transferred at which time all of his/her seniority in his/her former occupational group shall be cancelled.
- 162 Effective July 1, 1975, an employee who is thereafter transferred to a position under the Employer, not included in Local 999, shall accumulate seniority for the first 180 days provided he/she returns to a Local 999 position during the said 180 day period. In the event the employee returns to a position in Local 999 after the initial 180 day period, his/her seniority shall have been frozen as of the date he/she transferred out of Local 999 and shall accumulate additional seniority beginning on the date he/she returns to a position in Local 999.

- 163 Employees transferring under the above circumstances, TRANSFERS Paragraphs 161 and 162 shall retain all rights accrued for the purposes of any fringe benefits provided for in this Agreement.
- 164 If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification so long as the employee possesses the knowledge, skills, and ability to perform the work. Location exchange will be considered in such cases.
- 165 The Employer agrees that in any movement of work not covered above in TRANSFERS Paragraphs 161, 162, and 164, he/she will discuss the movements with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 41

CLASSIFICATION AND WAGES

- 166 Wages shall be paid in accordance with the Wage Schedule as set forth in Appendixes III and IV. All listed classifications and corresponding wage rates shall remain in effect for the term of the Agreement unless the job content of any classification is changed.
- 167 The Employer retains the right to eliminate, change and establish classifications. In the event a new classification is established or an existing classification is changed, the Employer shall place it in an existing pay grade in the Wage Schedule or in a new pay grade, on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of existing classification.
- 168 The following procedure will be used whenever a new or changed classification is placed in the Wage Schedule, as provided in Paragraph 167 of this Article.
- a. The Employer will provide the Union with a written copy of the new or changed classification which shall describe the job content sufficiently to identify the classification.
 - b. Upon receipt of the Employer's classification description, a reasonable number of representatives of the Union may meet with representatives of the Employer to discuss the new or changed classification and the placement in the Wage Schedule.
 - c. If there is a disagreement with the placement in the Wage Schedule, a grievance concerning compliance with Paragraph 167 of this Article may be processed through the Grievance and Arbitration Procedure, provided it is submitted in writing at Step III of the Grievance Procedure within seven (7) working days after the Union is afforded the opportunity to discuss the matter with the Employer. If such a grievance is processed through Arbitration, the Arbitrator shall have no power or authority to revise the classification, but only to determine whether the

proper placement has been made in the Wage Schedule in accordance with Paragraph 167 of this Article.

ARTICLE 42

WAGE RATE INCREASE PLAN

A. Wage Rate

- 169 Effective July 1, 2010, the minimum and maximum of each grade level shall be adjusted as reflected in Appendix III.
- 170 Effective July 1, 2011, each employee on the payroll shall receive a 1% (one percent) lump sum payment to be calculated on their June 30, 2011 base hourly rate times 2080 hours. This payment will be prorated for those that work less than full time, i.e., 1040 hours for half time; 1560 hours for three-quarter time.
- 171 Effective July 1, 2011, the minimum and maximum of each grade level shall be adjusted based on the January 1, 2010 through December 31, 2013 Memorandum of Understanding as agreed to between the parties. Each employee on the active payroll on that date shall have his/her base rate of pay increased by 1% (one percent) as per the health care and wages agreement agreed to between the parties.
- 172 Effective July 1, 2012, the minimum and maximum of each grade level shall be adjusted based on the January 1, 2010 through December 31, 2013 Memorandum of Understanding as agreed to between the parties. Each employee on the active payroll on that date shall have his/her base rate of pay increased by 2% (two percent) as per the health care and wages agreement agreed to between the parties.
- 173 Effective July 1, 2013, the minimum and maximum of each grade level shall be adjusted based on the January 1, 2010 through December 31, 2013 Memorandum of Understanding as agreed to between the parties. Each employee on the active payroll on that date shall have his/her base rate of pay increased by 2% (two percent) as per the health care and wages agreement agreed to between the parties.

B. Movement Within Grade Levels

- 174 Effective July 1, 1975, a review will be made of all employees, except Apprentices, represented by Local 999 whose wage rate is not at the maximum of their current grade level. If an employee meets the following qualifications:
- a. Has been in their present classification for two (2) years or more.
 - b. Has at least a satisfactory rating on each of their last two (2) Employee Evaluation rating forms, that employee will receive an increase to bring their wage rate to the maximum of their current grade level.

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

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

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

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

ARTICLE 43

WORKING HOURS

A. Shift Differential

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

B. Shift Hours

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

C. Rest Periods

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

D. Wash-Up Time

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

E. Call-In Pay

- 179 An employee reporting for emergency duty at the Employer's request for work which he/she had not been notified of in advance and which is outside of and not continuous with his/her regular work period, shall be guaranteed at least three (3)

hours pay and three (3) hours work at the rate of time-and one-half. An employee who reports for such emergency duty in the Physical Plant Division which is of a minimum five (5) hours duration and which is continuous with his/her scheduled start time, shall receive a one (1) hour paid break prior to beginning scheduled work. An employee who reports for scheduled work and no work is available will receive three (3) hours pay at his/her regular straight time rate. Paragraph 179, Call-in Pay shall apply when an employee is contacted away from the workplace for unscheduled emergency duty. An employee contacted away from the work place and who begins work within three (3) hours of a regular shift starting time shall receive the full three hours call-in pay at time-and-one-half.

When an employee has arrived at the workplace for a regularly scheduled shift and is then assigned to begin work early, Paragraph 179 does not apply. If the employee assigned to begin work early also completes the regular schedule of work in accordance with Paragraph 185 or Paragraph 188a, then the employee will be paid for actual time worked before the start of the regular shift at time-and-one-half, or a one-half-hour minimum at time-and-one-half, whichever is greater.

F. Call-In Duty Pay

180 General – Call-In Duty Pay compensates employees to be available to report to work during their off duty hours.

Management has the exclusive right to identify when to offer Call-In Duty Pay and the trade(s) eligible to participate, on a case by case basis.

181 Definitions

1. Call-In Duty is defined as being available for work during off-duty periods.
2. Call-In Duty Pay is defined as one (1) hour of an employee's straight time rate of pay per day that the employee is scheduled on call-in duty.
3. A day is defined as the 24 hour period beginning at the start of the assignment.

182 Compensation

1. Where a call-in duty assignment is for less than a full 24 hour period, the employee(s) working the assignment will receive one (1) hour of his/her straight time rate of pay.
2. Call-In Duty Pay will not be paid for the day when an employee is called in to report for duty and receives the contractual emergency call-in pay.
3. Call-In Duty Pay will not be considered either "time worked" or "time paid" for purposes of calculating overtime pay.
4. Call-In Duty Pay is not subject to shift differential.

183 Expectations – Employees assigned to Call-In Duty will be issued a cell phone, or other similar communication type of device. Such device must be carried on the person assigned or otherwise immediately available to the employee and maintained in good working order, fully charged and able to receive messages.

Employees designated for call-in duty must be available to come to work if needed. Available is defined as:

- Able to perform the full scope of duties if called;
- Able to report for duty within a maximum of 60 minutes from the time of the page or call;
- Not engaged in any activity (nor still under the effect of recently being engaged in any activity) that would limit their ability to report to or fully function at work, including but not limited to; consumption of alcohol or illegal drugs, being out of the area or failing to respond to a call or page;
- Available for calls outside the regularly scheduled working hours by designated communication device.

If a call-in duty employee is called and cannot be reached or does not report after a reasonable period of time (not to exceed sixty (60) minutes), the employee will forfeit the call-in assignment and call-in pay and is subject to discipline. Call-In Duty Pay for the day will also be forfeited.

- 184 Volunteering and Assignment – Individuals in the identified trade(s) may volunteer for Call-In Duty Pay. In the event there are more volunteers than are necessary to fill the assignments, the assignments will be rotated on the basis of seniority provided that the employee possesses the knowledge, skills, and ability to perform the work.

Remaining volunteers will be placed on an alternate list and substituted as necessary by the employer.

Alternate volunteers will not be paid Call-In Duty Pay unless they are called upon to replace an employee.

In the event there are not enough volunteers to fill the necessary positions, the assignments will be rotated on the basis of inverse seniority so long as the employee possesses the knowledge, skills, and ability to perform the work. The assignment shall be for a period of one week commencing on Monday and ending on Sunday.

G. Time-and-One-Half

- 185 Time-and-one-half the regular rate of pay will be paid for all time worked in excess of eight (8) hours in an employee's workday. Time-and-one-half the regular rate of pay will be paid for all hours worked in excess of forty (40) hours in an employee's workweek.
- 186 For the purpose of computing overtime pay all holiday hours paid will be considered time worked. If an employee is absent on either his/her scheduled working day immediately preceding or his/her scheduled working day immediately following the holiday, the holiday hours paid will not be considered time worked for the purposes of over time.
- 187 Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

ARTICLE 44

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

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

ARTICLE 45

A. EQUALIZATION OF OVERTIME HOURS

- 189 In the Physical Plant Maintenance Services overtime equalization shall be by Shop or Crew. Up-to-date overtime lists showing the accumulated hours shall be posted in a prominent place in each shop once a month. An electronic copy of all lists shall be sent to the Union's e-mail address at the same time.
- 190 Whenever the opportunity for scheduled overtime exists, the employee's in the shop or crew with the least number of accrued hours having the classification and capable of performing the work will, except in necessary emergencies, be offered the opportunity first. The Union reserves the right to grieve what is considered an emergency. If the employee works the offered overtime s/he will be charged for the number of hours worked. If the employee refuses the overtime it will be offered to the next employee on the list, and s/he will be charged with turndown hours in the amount equal to the hours that were worked (2 hour minimum). This continues down the list until the number of employees required to perform the work has been met. If a Supervisor has exhausted the list or lists that they have control of, and there is still a need for employees to perform the work, they must offer the overtime to anyone who has the classification needed and is capable of performing the work, regardless of the Shop or Crew list they may be on.
- 191 The parties recognize that in a Shop there can be Project Teams, Service Routes, and Crews. When these exist and there is scheduled overtime available, it shall be offered in the case of the Project Teams and Crews in the manner set forth in paragraph 190. In the case of Service Routes it will be offered to the employee or employees assigned to the route first and then in the manner set forth in paragraph 190.
- 192 On July 1 each year, the amount of overtime hours accrued by each employee on the OTE lists will be reduced to zero. The order of employees as they ended up on the June 30th OTE list will remain in that order for the start of the next accrual year.
- 193 New employees shall assume the highest number of overtime hours, plus one on the OTE list that they are assigned to. Employees that move to a different Shop or Crew shall have their existing hours carried with them to the new shop or crew OTE list.

- 194 The Employer will continue the practice of balancing the work between any multi-craft shop or crew and Electrical, Mechanical, Plumbing and Structural shops.
- 195 Shops or Crews agree to provide a structured means to accomplish answering a call-in situation to meet the needs of the University. This can be done by setting up an OTE list, a rotational or standby type arrangement, or some other means on an annual basis (July 1 to June 30 of the following year).
1. Shops and Crews shall select or renew call-in method prior to July 1st of every year. The method chosen will be determined by a majority vote.
 2. Employees who are in any multi-craft shop or crew may volunteer to be included in the call-in method previously chosen by the shops with their respective classification.
 3. If the Employer or the Union disagrees with the proposed call-in method, a Special Conference will be held between the Employer and the Union to resolve the issue.
 4. If the issue is not resolved by July 1st of a given year or the parties cannot reach agreement, the method of equalizing overtime specified in paragraph 190 shall be followed with all of those employees voting being placed on a call-in OTE list. If the issue is settled after July 1st, the agreement reached in the Special Conference shall take affect and continue for the remainder of the annual year; (July 1st to June 30th of the following year).
- 196 In the event of an emergency call-in, all employees called and all of those who reported will be charged a minimum of 3 hours. If a dispute arises over attempted calls, a phone log, written or electronic, shall be considered sufficient proof of the call unless produced phone records prove otherwise.
- 197 Employees responding in a call-in situation will be generally expected to report within one (1) hour or less, if possible.
- 198 Special event overtime will be offered to employees by the classification needed in a seniority rotational order. The employee must be able to perform the work. Any hours worked will be recorded on the OTE lists. The list shall not be reset at any time; it will retain its rotational order from year to year. New hires shall be placed at the bottom of the list on the day they are hired.
- B. EQUALIZATION OF OVERTIME HOURS - NSCL
- 199 Overtime hours shall be divided equally as practicable among employees qualified to perform the work. An up-to-date list showing overtime hours will be posted electronically every month.
- 200 Whenever overtime is required, the person with the least number of overtime hours capable of performing the work, will, except in necessary emergencies, be called first and so on down the list in an attempt to equalize the overtime hours. The Union

reserves the right to grieve what is an emergency. Where significant efficiencies are a consideration, OT may be assigned to the person(s) currently working on it.

201 For the purpose of this clause, an employee who did not choose to work will be charged the highest number of overtime hours of the employees worked during that overtime period. In the event of an emergency call-in, all persons attempted to be contacted or who report to perform the work will be charged the time.

202 On July 1 each year, the amount of overtime hours credited to each employee will be reduced to zero. The order of individuals will remain unchanged.

203 New and transfer employees shall be given the same number of overtime hours as the employee with the highest number of hours on the overtime list, plus one hour.

C. EQUALIZATION OF OVERTIME HOURS – RESEARCH SHOPS AND OTHER AREAS NOT OTHERWISE COVERED IN ARTICLE 45

204 Overtime hours shall be divided as equally as practicable among employees in the same classification in each unit. Up-to-date overtime lists showing the accumulated hours shall be posted in a prominent place in each unit once a month and made available to the Union upon request.

205 When overtime is required the employee with the least number of accumulated hours on the list and capable of performing the work will be asked first. If that employee turns down the overtime then the next person with the least number of hours will be asked and so on down the list in an attempt to equalize the overtime hours. In an emergency, this procedure may not be followed but the Union reserves the right to grieve what is an emergency.

206 For the purpose of this clause, any employee who did not choose to work or was not available for the overtime will be charged turndown hours equivalent to the hours of the employee who did work the overtime.

207 On July 1st of each year the accumulated overtime hours that each employee has on the overtime list shall be reduced to zero. The order in which each employee appears on the list should be based on the amount of overtime charged to each employee during the previous year, starting with the employee with the least amount of overtime charged.

208 New or reclassified employees will be charged with the highest number of hours plus one on the overtime list that they are assigned to by their classification.

30 DAYS NOTICE OF CHANGE

209 Upon providing 30 days notice to the Union, Research Shops and other areas not otherwise covered in Article 45 may substitute the following equalization of overtime procedures for paragraphs 204 and 205, respectively:

- a. Overtime hours shall be divided as equally as practicable among the employees qualified to perform the work. An up-to-date list showing overtime hours will be posted electronically every month and made available to the Union upon request.

- b. Whenever overtime is required, the person with the least number of overtime hours capable of performing the work, will, except in necessary emergencies, be called first and so on down the list in an attempt to equalize the overtime hours. The Union reserves the right to grieve what is an emergency. Where significant efficiencies are a consideration, OT may be assigned to the person(s) currently working on it.

ARTICLE 46

LONGEVITY PAY

- 210 All regular employees of the Employer shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.
- 211 LONGEVITY YEAR – The longevity year is defined as the twelve-month period beginning October 1 of each year and ending September 30. For longevity payment purposes only, a year of continuous full-time service is defined as any longevity year in which the employee is actively employed for at least 39 calendar weeks (273 calendar days).
- 212 Longevity pay shall be computed as a percentage of the employee's regular annual base wage. Base wage shall be that wage which an employee is being paid on September 1 of the calendar year in which the longevity payment is due. The annual base wage shall be equal to the employee's hourly rate times 2080 hours as of September 1 of the calendar year. If an employee is not on the payroll at that time, the hourly rate to be used will be the hourly rate upon his/her return. Base wage shall not include overtime or premium pay.
- 213 INITIAL ELIGIBILITY – The last date of hire as a regular employee will be used as the normal longevity date. To qualify for the first longevity payment, an employee must have completed six (6) years of continuous service as of October 1 of any year. To qualify for initial eligibility, the employee must have been on active employment for at least 39 calendar weeks (273 calendar days) for six (6) consecutive years and an employee as of October 1 of that year to receive the longevity payment. Periods of active employment of less than 39 calendar weeks will be counted toward the employee's years of continuous service.
- 214 CONTINUING ELIGIBILITY – After establishing initial eligibility, employees must be actively employed for 39 calendar weeks (273 calendar days) during the longevity year and an employee as of October 1 to receive the longevity payment on December 1. Periods of active employment of less than 39 calendar weeks, while not qualifying the employee for payment of longevity, shall be counted toward the employee's years of continuous service.
- 215 Payments to employees who are eligible each October 1 will be paid on December 1. No longevity payment as shown in the schedule below shall be made for that portion of an employee's regular wage which is in excess of \$9,500.

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

217 Longevity Pay Schedule

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

ARTICLE 47

HEALTH CARE COVERAGE

218 Health care programs for the life of this agreement are subject to the 2010 Memorandum of Understanding between Michigan State University and the MSU Coalition of Labor Organizations (MSU/Coalition Memorandum) separately ratified and signed by AFSCME local 999.

219 Employees may enroll within sixty (60) days of employment or appointment to an eligible status or during an annual open enrollment. Enrollment information and forms are available through the Human Resources website.

220 Regular Local 999 employees will have a dental program.

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

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

ARTICLE 48

DISABILITY PLANS

A. Extended Disability Plan

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

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

B. Long-Term Disability Plan

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

225 After a minimum one hundred eighty (180) day disability waiting period, the LTD Program provides for a continuation of the monthly wage equal to sixty (60) percent of the monthly base rate of pay, up to a maximum benefit of \$15,000 (including any offsets, e.g. benefits from Social Security or Workers' Compensation).

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

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

| <u>Disability Commences</u> | <u>Duration of Benefits</u> |
|-----------------------------|-----------------------------|
| Less than 60 | To age 65 |
| 60 but less than 65 | 4 ½ years |
| 65 but less than 68 ½ | To age 70 |
| Age 68 ½ or over | 1 year |

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

229 For additional information, contact the Benefits Office.

ARTICLE 49

EMPLOYEE PAID LIFE PLAN

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

ARTICLE 50

EXPANDED LIFE PLAN

- 231 The Employer will provide, at no employee cost, a fully paid life plan to all regular full-time employees at the time of hire.
- 232 This program will provide a life plan in the case of death of an eligible employee on active duty status (including unpaid leaves of absence of 180 days or less) in accordance with the provisions of the program administered by the Human Resources Benefits Office.
- 233 The employee may designate a beneficiary if desired; if none is designated, the life insurance benefit payment will be made to the beneficiary under the Employee Paid Life Plan if enrolled; otherwise payment will be made in one sum to the survivors in the first surviving class of those that follow: Your a) spouse; b) children; c) parents; or d) brothers and sisters. If none, survivor's payment will be made in one sum to your estate.

ARTICLE 51

RETIREMENT BENEFITS

A. University Retirement

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

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

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

- 235 Employees meeting the minimum retirement requirements will remain eligible to maintain group health and dental coverage and receive the Employer contribution. Effective 12/1/79, new retirees and covered spouses will remain eligible to maintain the prescription drug rider. Employees participating in group life insurance at the time of retirement and who were enrolled prior to 7-1-77 shall receive a \$2,000 University paid life insurance benefit.
- 236 An employee who retires under the definition in Paragraph 234 shall be paid for fifty (50) percent of his/her unused sick leave, but not to exceed a maximum of fifty (50) percent of one thousand two hundred (1200) hours, as of the effective date of separation.
- 237 An employee who does not meet the definition of University Retirement in Paragraph 234 but has at least five (5) years, but less than ten (10) years of continuous full-time service and has attained 65 years of age at the time of his/her separation shall be paid fifty (50) percent of his/her unused sick leave as of the effective date of separation. An employee who does not meet the definition of University Retirement in Paragraph 234 but has at least ten (10) years of continuous full-time service and has attained 65 years of age at the time of his/her separation shall be paid one hundred (100) percent of his/her unused sick leave as of the effective date of separation but not to exceed a maximum of one hundred (100) days unless he/she has received a University contribution to TIAA-CREF or other retirement programs made available through the University in which case he/she shall be paid as in Paragraph 236.
- 238 Prorated longevity payments shall be made to those employees who retire under the definition of University Retirement in Paragraph 234 prior to October first of any year. This also applies to those employees not under the definition of University Retirement in Paragraph 234 but who are 65 years of age at the time of their separation. Such prorated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October first to the date of retirement or separation and shall be made as soon as practicable thereafter.

B. Base Retirement

- 239 Michigan State University provides a base retirement program with the Teachers Insurance and Annuity Association (TIAA) and its companion organization, College Retirement Equities Fund (CREF), Fidelity Investments and the Vanguard Group or other retirement programs made available through the University and selected by the employee.
- 240 Eligibility and Participation – Regular full-time and part-time employees are eligible for participation in base retirement options through the University in accordance with the following policies:
- a. The program is optional to employees under age 35 or who are over age 62 at the time of employment.
 - b. The program is required as a condition of employment for employees who have attained age 35.

- c. Once required participation commences, it is not possible to withdraw from the base retirement options while employed at the University.
- 241 Premium Contributions – The base retirement options made available through the University are financed by 5% reduction from employee base wage, overtime, and shift differential with the University contributing 10%.
- 242 It is further understood that the improved formula, contribution levels and method of benefit computation in addition to other provisions contained herein extend through the contract expiration date.
- 243 Complete details concerning the provisions of the University's base retirement options are outlined in a brochure which may be obtained from the Benefits Office.
- C. University Noncontributory Retirement Plan UNCRP (For employees hired prior to January 1, 1973)
- 244 The following provisions apply to those employees who meet the retirement definition described in Section A.
- 245 Effective January 1, 1973 the UNCRP ceased to exist. However, to ensure that no employee lost credit for prior years of service, the following guidelines were established to provide that an employee will receive no less than what an improved UNCRP formula would give him/her upon retirement.
- 246 Those persons employed prior to January 1, 1973, who were 55 years of age or older and/or had 25 years of service on January 1, 1973 could elect to remain subject to the improved UNCRP formula described below.
- 247 The formula governing the UNCRP was improved by basing pensions on an amount equal to the highest three (3) year average earnings, multiplied by 2% for each year of service, with a \$3600 ceiling.
- 248 For employees participating in TIAA-CREF and/or other retirement programs made available through the University with a University contribution, the improved UNCRP formula will be calculated for each employee at retirement and will become the minimum received by the employee.
- 249 The annuity value at the time of retirement of MSU's contributions to TIAA-CREF and/or other retirement programs made available through the University will be compared to the pension amount as computed in Paragraph 247 above, and the employee will receive the larger of the two figures. Employee contributions to TIAA-CREF and/or other retirement programs made available through the University (retroactive to 1-1-73) will provide additional annuity income.
- 250 Those employees not participating in TIAA-CREF or other retirement programs made available through the University will have their retirement figured solely on the improved UNCRP formula plus a 10% addition added to the base pension prior to actuarial reduction or the selection of a survivor option.

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

ARTICLE 52

EDUCATIONAL ASSISTANCE

A. Qualifications

- 252 The University provides assistance to enhance an employee's educational and career development needs and goals for regular full-time and part-time staff.
- 253 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.
- 254 Institutions under such government training programs as the G.I. Bill of Rights will also be accepted. Reimbursement for tuition at other institutions shall be no greater than the prevailing MSU resident lifelong education rates.
- 255 If the employee is covered by benefits such as scholarship or fellowship aid, government aid, GI benefits, or similar assistance, reimbursement will be made only for that portion of the tuition which exceeds the amount of those benefits.

B. Release Time

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

C. Eligibility

- 257 The benefits become effective if the first day of class commences after the employee has completed twelve (12) continuous full-time equivalent service months. The employee must have approval of his/her supervisor and/or department/unit administrator.
- 258 The employee must be admitted to the educational institution where the course work will be taken and must be employed full-time or part-time when course work is completed to be eligible for reimbursement. Employees who are laid off after a course(s) has begun will be eligible for reimbursement upon its completion.

D. Tuition Reimbursement

- 259 To receive reimbursement for MSU courses, the employee shall submit the completed educational assistance form with departmental approval to Human

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

- 260 Reimbursement for the course(s) will be 50% of the MSU undergraduate per credit tuition rate (not to exceed fourteen (14) per academic year), plus the MSU matriculation fees where applicable.

E. Tuition Waiver

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

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

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

- 264 Employees will be responsible for all charges in excess of the amounts detailed above, matriculation fee(s) and in excess of fourteen (14) credit hours over the academic year. Human Resource Development will supply the Fees and Scholarships office with the total credits available for tuition waiver for each eligible employee. In the event the approved course(s) is/are unavailable at the time of registration, other appropriate course(s) may be substituted and the application amended subject to the approval of the department administrator or designee and Human Resource Development.

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

F. Non-credit Courses

- 266 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, high school adult education programs, Human Resource Development programs or other Human Resource Development approved educational/training programs.

- 267 If non-credit courses only are being taken during an academic year, reimbursement will not exceed eight hundred (\$800.00) dollars.
- 268 If non-credit courses are being taken during the same academic year as a course per paragraph 260 above, the total reimbursement will not exceed the MSU rate per credit for fourteen (14) credit hours.
- 269 Employees must document their successful completion of non-credit courses by submitting either (1) a certificate from the course signed by the instructor, or (2) a form provided by Human Resource Development signed by the instructor.
- G. Course Fee Courtesy
- 270 Full-time employees with 60 full-time equivalent service months are eligible under the course-fee courtesy policy as it is provided to the faculty of the University.

ARTICLE 53

ASSIGNMENT OF COLLEGE OF AGRICULTURE AND NATURAL RESOURCES EMPLOYEES

- 271 Time-and-one-half the regular straight-time rate will be paid to all employees in the bargaining unit who work over eighty (80) hours in any pay period of two (2) calendar weeks in the College of Agriculture and Natural Resources.
- 272 The Employer will provide jobs for students to the end that impecunious youngsters may secure an education. Many students are employed in order to receive practical training as a part of their education. Therefore, the Employer's current policy with respect to the employment and assignment of students in the College of Agriculture and Natural Resources will be continued.
- 273 The University's current policy with respect to the employment and assignment of academic personnel, graduate students and students on research projects in the College of Agriculture and Natural Resources may spend up to thirty (30) percent of their time performing work outside of their supervisory duties in work related to research and special assignments in the bargaining unit.
- 274 Additionally, it is understood that, in emergency situations when regular employees are not immediately available, supervisory employees in the College of Agriculture and Natural Resources may be required to perform work within specific job classifications. The same thing is true when operational difficulties are encountered or in the testing of materials. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned and no dispute over the policy stated above shall be occasioned by such demonstration.

ARTICLE 54

SUPERVISION WORKING

- 275 It is the policy of the Employer that foremen and supervisory employees shall not perform work in any job classification of the bargaining unit; however, it is understood that occasionally management personnel are required to perform manual tasks and, in those situations, the Union agrees there is no violation of the policy herein stated.
- 276 Additionally, it is understood that, in emergency situations when regular employees are not immediately available, supervisory employees may be required to perform work within specific job classifications. The same thing is true when operational difficulties are encountered or in the testing of materials. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned and no dispute over the policy stated above shall be occasioned by such demonstration.

ARTICLE 55

STUDENT LABOR

- 277 It is the policy of the Employer to provide jobs for students to assist them in obtaining an education. It is the intent of the Employer to use student employees to supplement the regular work force and not replace it.
- 278 The University agrees to provide at or about midpoint of each academic semester the following information concerning student employees:
- a. Name
 - b. Administrative Unit
 - c. Hours scheduled to work

ARTICLE 56

SPECIAL CONFERENCES

- 279 Special Conferences to discuss important matters (not current grievances) will be arranged by the local President and/or Chief Steward and the Employer or its designated representative upon request of either party. Such meetings shall be between no more than four (4) representatives of the Employer and no more than four (4) representatives of the Union, unless more are mutually agreed to. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This meeting may be attended by a representative of Council 25.

ARTICLE 57

SAFETY APPAREL

- 280 Any employee's safety apparel or apparatus required by University rules and/or applicable laws, will be paid for by the University.
- 281 The parties agree that employees shall obtain eye examinations and prescriptions at their own cost. The Employer through an approved vendor shall make available to such employees a pair of prescription safety glasses at no cost.
- a. Should an employee desire to utilize frames and lenses which cost more than the basic line of frames and lenses subsidized by the Employer, he/she may do so, but the employee shall pay any additional costs over and above the basic line of approved frames and lenses.
 - b. Employees can obtain replacement glasses with any prescription change and/or after two (2) years of normal use.

ARTICLE 58

PHYSICAL EXAMINATIONS

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

ARTICLE 59

SUPPLEMENTAL AGREEMENTS

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

ARTICLE 60

SAVINGS CLAUSE

- 284 If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto the Employer and

the Union shall immediately enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 61

CONTRACT DOCUMENTS

285 The provisions herein contained constitute the entire Agreement between the parties.

ARTICLE 62

TERMINATION AND MODIFICATION

286 This Agreement shall continue in full force and effect from the date hereof until 11:59 p.m., June 30, 2014, and from year to year thereafter unless notice of termination or modification is given as provided in Paragraphs 287, 288, and 289 below.

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

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

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

290 This Agreement shall be effective from and after July 1, 2010, until and including June 30, 2014, with respect to all provisions of this Agreement.

ARTICLE 63

EFFECTIVE DATE

This Agreement shall become effective as of July 1, 2010.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS

Date Signed _____

EMPLOYER

LOCAL 999

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

Charles Heckman, President
Local 999

Brent Bowditch, Assistant Vice President
Human Resources

Larry Hall, Vice President
Local 999

James D. Nash, Director
Office of Employee Relations

Steve Lewis, Chief Steward
Local 999

Katheryn Elliott, Assistant Director
Office of Employee Relations

Rob Wummel, Secretary-Treasurer
Local 999

Renée Felan, Employee Relations Professional
Office of Employee Relations

James Brownlee, Recording Secretary

Ken Crowell, Manager
Maintenance Services

Dan Lundquist, Negotiator

Jennifer J. McManus, Human Resource Manager
Physical Plant

Susan Velianoff, Negotiator

M. Chris Townsend, Human Resource Manager
Cyclotron Lab

Dan Hamilton, Staff Representative
Michigan AFSCME, Council 25

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

| <u>Classification</u> | <u>Grade</u> |
|---|--------------|
| Carpenter I | 908 |
| Carpenter II* | 915 |
| Cyclotron Group Leader | 918 |
| Electrician I | 908 |
| Electrician II | 915 |
| Glazier I | 908 |
| Glazier II* | 915 |
| High Voltage Electrician I | 917 |
| High Voltage Electrician I – Power Plant | 917 |
| High Voltage Electrician II | 918 |
| High Voltage Electrician II – Power Plant | 918 |
| Instrument Maker I | 909 |
| Instrument Maker II | 913 |
| Instrument Maker III | 916 |
| Landscape Services Equipment Mechanic I | 908 |
| Landscape Services Equipment Mechanic II | 915 |
| Locksmith I | 908 |
| Locksmith II* | 915 |
| Mason I | 908 |
| Mason II* | 915 |
| Mechanic Auto I | 908 |
| Mechanic Auto II | 915 |
| Mechanic Blacksmith II | 916 |
| Mechanic Electronics I | 908 |
| Mechanic Electronics II | 915 |
| Mechanic Elevator I | 908 |
| Mechanic Elevator II | 915 |
| Mechanic Elevator III | 918 |
| Mechanic Heating Ventilation Air Conditioning (HVAC) I | 908 |
| Mechanic Heating Ventilation Air Conditioning (HVAC) II | 916 |
| Mechanic Maintenance I | 908 |
| Mechanic Maintenance II | 916 |
| Mechanic Metal Worker I | 908 |
| Mechanic Metal Worker II | 915 |
| Mechanic Refrigeration I | 908 |
| Mechanic Refrigeration II | 916 |
| Mechanic Telecommunication I | 908 |
| Mechanic Telecommunication II | 915 |
| Painter I | 908 |
| Painter II* | 915 |
| Pipe Fitter I | 908 |
| Pipe Fitter II | 916 |
| Plumber I | 908 |

| <u>Classification</u> | <u>Grade</u> |
|-------------------------------|--------------|
| Plumber II | 916 |
| Power Plant Electrician | 915 |
| Preventive Maintenance Worker | 901 |
| Research Shop Coordinator | 917 |
| Research Trades Assistant I | 902 |
| Research Trades Assistant II | 906 |
| Roofer I | 908 |
| Roofer II* | 915 |
| Skilled Trades Inspector | 917 |
| Trades Helper I | 901 |
| Trades Helper II | 905 |
| Upholsterer | 908 |
| Welder I | 908 |
| Welder II | 916 |

*Employees hired on or after July 1, 2010 will not be eligible for these 915 Level II classifications.

Employees currently in the progression path shall proceed according to established procedures.

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

Effective 07/01/2010

| Classification | Hourly Minimum | Range Maximum |
|---|-------------------|------------------|
| <u>Grade 900</u> | \$18.01 | \$21.94 |
| <u>Grade 901</u> Preventive Maintenance Worker Trades Helper I | \$17.52 | \$19.49 |
| <u>Grade 902</u> Research Trades Assistant I | \$18.01 | \$20.11 |
| <u>Grade 903</u> | \$18.44 | \$20.53 |
| <u>Grade 904</u> | \$18.62 | \$20.92 |
| <u>Grade 905</u> Trades Helper II | \$19.01 | \$21.42 |
| <u>Grade 906</u> Research Trades Assistant II | \$19.94 | \$21.94 |
| <u>Grade 907</u> | \$20.64 | \$22.79 |
| <u>Grade 908</u> Carpenter I Electrician I Glazier I Landscape Services Equipment Mechanic I Locksmith I Mason I Mechanic Auto I Mechanic Electronics I Mechanic Elevator I Mechanic Heating Ventilation Air Conditioning (HVAC) I Mechanic Maintenance I Mechanic Metal Worker I Mechanic Refrigeration I Mechanic Telecommunication I Painter I Pipe Fitter I Plumber I Roofer I Upholsterer Welder I | \$21.40 | \$23.55 |

| <u>Classification</u> | <u>Hourly Minimum</u> | <u>Range Maximum</u> |
|---|-----------------------|----------------------|
| <u>Grade 909</u> | \$21.56 | \$23.82 |
| Instrument Maker I | | |
| <u>Grade 910</u> | \$21.71 | \$24.16 |
| <u>Grade 911</u> | \$22.31 | \$24.28 |
| <u>Grade 912</u> | \$22.63 | \$25.12 |
| <u>Grade 913</u> | \$22.93 | \$25.82 |
| Instrument Maker II | | |
| <u>Grade 914</u> | \$23.28 | \$26.14 |
| <u>Grade 915</u> | \$23.89 | \$27.17 |
| Carpenter II* Electrician II Glazer II* Landscape Services Equipment Mechanic II Locksmith II* Mason II* Mechanic Auto II Mechanic Electronics II Mechanic Metal Worker II Mechanic Telecommunication II Painter II* Power Plant Electrician Roofer II* | | |
| <u>Grade 916</u> | \$24.89 | \$28.43 |
| Instrument Maker III Mechanic Blacksmith II Mechanic Elevator II Mechanic Heating Ventilation Air Conditioning (HVAC) II Mechanic Maintenance II Mechanic Refrigeration II Pipe Fitter II Plumber II Welder II | | |
| <u>Grade 917</u> | \$25.83 | \$29.66 |
| High Voltage Electrician I High Voltage Electrician I – Power Plant Research Shop Coordinator Skilled Trades Inspector | | |

| | | |
|---|---------|---------|
| <u>Grade 918</u> | \$26.87 | \$30.96 |
| Cyclotron Group Leader High Voltage Electrician II High Voltage Electrician II – Power Plant Mechanic Elevator III | | |

*Employees hired on or after July 1, 2010 will not be eligible for these 915 Level II classifications.

Employees currently in the progression path shall proceed according to established procedures.

APPENDIX III
WAGE SCHEDULE
Local 999

Effective July 1, 2010

| <u>Level</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|--------------|----------------|----------------|
| 900 | \$18.01 | \$21.94 |
| 901 | \$17.52 | \$19.49 |
| 902 | \$18.01 | \$20.11 |
| 903 | \$18.44 | \$20.53 |
| 904 | \$18.62 | \$20.92 |
| 905 | \$19.01 | \$21.42 |
| 906 | \$19.94 | \$21.94 |
| 907 | \$20.64 | \$22.79 |
| 908 | \$21.40 | \$23.55 |
| 909 | \$21.56 | \$23.82 |
| 910 | \$21.71 | \$24.16 |
| 911 | \$22.31 | \$24.28 |
| 912 | \$22.63 | \$25.12 |
| 913 | \$22.93 | \$25.82 |
| 914 | \$23.28 | \$26.14 |
| 915 | \$23.89 | \$27.17 |
| 916 | \$24.89 | \$28.43 |
| 917 | \$25.83 | \$29.66 |
| 918 | \$26.87 | \$30.96 |

Effective July 1, 2011

| <u>Level</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|--------------|----------------|----------------|
| 900 | \$18.19 | \$22.16 |
| 901 | \$17.70 | \$19.68 |
| 902 | \$18.19 | \$20.31 |
| 903 | \$18.62 | \$20.74 |
| 904 | \$18.81 | \$21.13 |
| 905 | \$19.20 | \$21.63 |
| 906 | \$20.14 | \$22.16 |
| 907 | \$20.85 | \$23.02 |
| 908 | \$21.61 | \$23.79 |
| 909 | \$21.78 | \$24.06 |
| 910 | \$21.93 | \$24.40 |
| 911 | \$22.53 | \$24.52 |
| 912 | \$22.86 | \$25.37 |
| 913 | \$23.16 | \$26.08 |
| 914 | \$23.51 | \$26.40 |
| 915 | \$24.13 | \$27.44 |
| 916 | \$25.14 | \$28.71 |
| 917 | \$26.09 | \$29.96 |
| 918 | \$27.14 | \$31.27 |

Effective July 1, 2012

| <u>Level</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|--------------|----------------|----------------|
| 900 | \$18.55 | \$22.60 |
| 901 | \$18.05 | \$20.07 |
| 902 | \$18.55 | \$20.72 |
| 903 | \$18.99 | \$21.15 |
| 904 | \$19.19 | \$21.55 |
| 905 | \$19.58 | \$22.06 |
| 906 | \$20.54 | \$22.60 |
| 907 | \$21.27 | \$23.48 |
| 908 | \$22.04 | \$24.27 |
| 909 | \$22.22 | \$24.54 |
| 910 | \$22.37 | \$24.89 |
| 911 | \$22.98 | \$25.01 |
| 912 | \$23.32 | \$25.88 |
| 913 | \$23.62 | \$26.60 |
| 914 | \$23.98 | \$26.93 |
| 915 | \$24.61 | \$27.99 |
| 916 | \$25.64 | \$29.28 |
| 917 | \$26.61 | \$30.56 |
| 918 | \$27.68 | \$31.90 |

Effective July 1, 2013

| <u>Level</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|--------------|----------------|----------------|
| 900 | \$18.92 | \$23.05 |
| 901 | \$18.41 | \$20.47 |
| 902 | \$18.92 | \$21.13 |
| 903 | \$19.37 | \$21.57 |
| 904 | \$19.57 | \$21.98 |
| 905 | \$19.97 | \$22.50 |
| 906 | \$20.95 | \$23.05 |
| 907 | \$21.70 | \$23.95 |
| 908 | \$22.48 | \$24.76 |
| 909 | \$22.66 | \$25.03 |
| 910 | \$22.82 | \$25.39 |
| 911 | \$23.44 | \$25.51 |
| 912 | \$23.79 | \$26.40 |
| 913 | \$24.09 | \$27.13 |
| 914 | \$24.46 | \$27.47 |
| 915 | \$25.10 | \$28.55 |
| 916 | \$26.15 | \$29.87 |
| 917 | \$27.14 | \$31.17 |
| 918 | \$28.23 | \$32.54 |

APPENDIX IV
WAGE SCHEDULE

Local 999
Effective July 1, 2010

The wage schedule for this Agreement will be prepared in conformance with the terms of the "Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations," effective January 1, 2010, and ratified by the Union, a copy of which is attached hereto, until and including December 31, 2013.

APPENDIX V
LOCAL 999 AFSCME
DEFINITIONS

1. Agreement – Whenever the word “Agreement” is used in this document, it shall be considered synonymous with the word “Contract.”
2. Base Rate of Pay – Is the per hour rate of the employee not including shift differential or overtime computations.
3. Crew – A group of employees that are assigned work of a similar nature on a regular basis appearing on the same overtime equalization list.
4. Demotion – Demotion shall be considered the movement of an employee to a lower grade level.
5. Full-Time Equivalent (FTE) Service Months
 - A. Full-time equivalent (FTE) service months is defined as the cumulative full-time equivalent (FTE) months of service for University employment of 50.0% or greater. FTE service months will be used in determining eligibility for University benefits which require a service waiting period.
 - B. FTE service months will be credited each month as follows:
 - a) 1.00 credit per month for full-time (90% - 100%) employees
 - b) .75 credit per month for $\frac{3}{4}$ time (65% - 89.9%) employees
 - c) .50 credit per month for $\frac{1}{2}$ time (50% - 64.9%) employees
 - C. For new hires, terminations, percent of employment changes, etc., FTE service months will be credited based on an employee’s status as of the 15th of the month.
 - D. Employees on paid and unpaid leaves of absence or layoff will continue to accrue FTE service months based on their percent of employment immediately prior to the leave/layoff.
 - E. Employees meeting the minimum retirement requirements will remain eligible to maintain group hospitalization and dental insurance and receive the Employer’s proportional contribution.

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

| <u>YEARS</u> | <u>MONTHS</u> | <u>FTE SERVICE MONTHS</u> | | |
|--------------|---------------|---------------------------|---------------|------------------|
| | | <u>½ time</u> | <u>¾ time</u> | <u>Full-time</u> |
| | | (50%-64.9%) | (65%-89.9%) | (90%-100%) |
| 15 | 180 | 90.00-116.99 | 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.

| <u>YEARS</u> | <u>MONTHS</u> | <u>FTE SERVICE MONTHS</u> | | |
|--------------|---------------|---------------------------|---------------|------------------|
| | | <u>½ time</u> | <u>¾ time</u> | <u>Full-time</u> |
| | | (50%-64.9%) | (65%-89.9%) | (90%-100%) |
| 25 | 300 | 150.00-194.99 | 195.00-269.99 | 270.00-999.99 |

6. “Full” Workers’ Compensation – Is the payment of Workers’ Compensation including sick, vacation or personal leave accrual supplementation.
7. He/She – Wherever personal pronouns are used in this Agreement, it shall be understood that the gender is neuter.
8. Hours of Employment Status
 - A. Full-time Employee – An employee who regularly works 36 hours to 40 hours per week.
 - B. Three-Quarter Time Employee – An employee who regularly works 26 hours but less than 36 hours per week.
 - C. Half-time Employee – An Employee who regularly works 20 hours but less than 26 hours per week.
9. Lateral Transfer – A lateral transfer shall be considered the movement of an employee within the same grade level.
10. Project Team – A group of employees from multiple classifications assigned to complete a specific job.
11. Promotion – Promotion shall be considered the movement of an employee to a higher grade level.

12. Proportional Benefits – Part-time benefits as identified in Paragraph 39 shall be apportioned to persons assigned less than full-time in the following manner:
 - 26 hours but less than 36 hours.....75%
 - 20 hours but less than 26 hours.....50%
 - Less than 20 hours.....no benefits
13. Regular Employee – Describes an employee who is not designated as temporary and who works at least 20 scheduled hours a week.
14. Regular Rate of Pay – Is the per hour rate of the employee including shift differential.
15. “Regular” Workers’ Compensation – Is the payment of Workers’ Compensation with no sick, vacation or personal leave accrual supplementation.
16. Service Route – Buildings or equipment assigned to an employee(s) who perform routine service for them.
17. Special Event – Those in which the Physical Plant has been asked to provide employees for work or stand by duty at the event in which overtime will occur. Athletic events, Concerts, Graduation, Move In and Move Out in the Residence Halls are some examples. Other events will be mutually agreed upon.
18. Temporary Employee – Any employee hired for nine (9) months or less, and given a date certain for termination at the time of employment.
19. Union – Whenever the words Local 999 or Union appear in this Agreement, they shall mean MSU Skilled Trades, Local Union No. 999, AFSCME.
20. University or Employer – Whenever the words University or Employer appear in this Agreement, they shall mean Michigan State University.

MICHIGAN STATE
UNIVERSITY

April 11, 1983

Mr. Ronald Mateer
President, Local 999
Campus

Dear Mr. Mateer:

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

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

| | |
|-----------------------|------------------------|
| Plumber Mechanic | Refrigeration Mechanic |
| Metal Worker Mechanic | Maintenance Mechanic |
| HVAC Mechanic | |

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

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

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

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



HUMAN
RESOURCES

Employee Relations

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

517/353-5510
FAX: 517/353-3523

www.hr.msu.edu

Very truly yours,
James D. Nash, Director, Employee Relations

Charlie Heckman, President, AFSCME, Local 999, AFL-CIO Date*

James D. Nash, Director, Employee Relations Date*

*Modified by signatories and date only

MICHIGAN STATE
UNIVERSITY

April 11, 1983

LETTER OF AGREEMENT

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

FROM: Samuel A. Baker
Director, Employee Relations

SUBJECT: Parking Fees

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

Agreed by:



Charlie Heckman
President, AFSCME, Local 999, AFL-CIO

Date*

**HUMAN
RESOURCES**

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James D. Nash
Director, Employee Relations

Date*

*Modified by date and signatories only

MICHIGAN STATE
UNIVERSITY

Letter of Agreement
Between
Michigan State University
And Local 999
Michigan AFSCME Council 25

In the event the University reactivates similar classification descriptions to those that were deleted from the collective bargaining agreement during the 2010 negotiations, the parties agree that those classifications shall be placed back in to the Local 999 bargaining unit and agreement. This agreement shall not prohibit either party from exercising any contractual or statutory rights.

FOR THE EMPLOYER

FOR THE UNION

James D. Nash, Director
Office of Employee Relations

Charlie Heckman, President
AFSCME Local 999

Date:_____

Date:_____



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