

AGREEMENT

between

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

and

**MICHIGAN STATE UNIVERSITY
ADMINISTRATIVE PROFESSIONAL
SUPERVISORS ASSOCIATION**

October 1, 2007 - September 30, 2011

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PURPOSE AND INTENT

-1 This Agreement entered into by the parties has as its purpose the promotion of harmonious relations between the Employer and the Administrative Professional Supervisors Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment.

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

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

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

ARTICLE 1

TERMS OF AGREEMENT

AGREEMENT

-5 THIS AGREEMENT entered into this 29th day of February, 2008, effective October 1, 2007, between the Board of Trustees of Michigan State University (hereinafter referred to as the "Employer") and the Michigan State University Administrative Professional Supervisors Association (hereinafter referred to as the "Association" or "APSA").

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

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

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

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

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

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

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

SUCCESSOR NEGOTIATIONS

-13 This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 2011.

-14 Notice to modify, alter, amend, renegotiate or change, or any combination thereof, the provisions of this Agreement shall be given no later than sixty (60) days nor earlier than ninety (90) days prior to the expiration of the Agreement. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Association and if to the Employer, addressed to the Director of Employee Relations or to any such address as the Association or Employer may make available to each other.

EFFECTIVE DATE

-15 This Agreement shall become effective on October 1, 2007.

-16 IN WITNESS WHEREOF, by affixing their signatures below, the individuals signing this Agreement certify that they possess the necessary authority to legally bind and commit their respective party to the terms and conditions as set forth in it and have, therefore, set their hands this 29th day of February, 2008.

**MICHIGAN STATE UNIVERSITY
ADMINISTRATIVE PROFESSIONAL
SUPERVISORS ASSOCIATION**

Michael Gardner, Interim President

Dan Chegwiddden

Jim Hensley

Diane Mayers

Oralee Rivet

MICHIGAN STATE UNIVERSITY

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

Thomas C. Hanna, Interim Assistant VP
Human Resources

Scott Sowulewski, Director
Office of Employee Relations

Dr. Mark E. Notman, Executive Director
Osteopathic Medicine

H. Michael Rice, Director
Auxiliary Services

Kristine Hynes, Director
Human Resource Services

Patrick H. LeBlanc, Director
Veterinary Teaching Hospital

Elizabeth Lawrence, Assistant Dean,
College of Human Medicine

ARTICLE 2

DEFINITIONS

EMPLOYMENT STATUS

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

STATUS OF EMPLOYMENT

-18

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

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

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

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

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

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

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

HOURS OF EMPLOYMENT STATUS

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

FULL-TIME EQUIVALENT (FTE) SERVICES MONTHS

- A. Full-time equivalent (FTE) service months is defined as the cumulative full-time equivalent (FTE) months of service for University employment of 50.0% or greater. FTE service months will be used in determining eligibility for University benefits which require a service waiting period.
- B. FTE service months will be credited each month as follows:
 - a) 1.00 credit per month for full-time (90% - 100%) employees
 - b) .75 credit per month for 3/4 time (65% - 89.9%) employees
 - c) .50 credit per month for 1/2 time (50% - 64.9%) employees
- C. For new hires, terminations, percent of employment changes, etc., FTE service months will be credited based on an employee's status as of the 15th of the month.
- D. Employees on paid and unpaid leaves of absence or layoff will continue to accrue FTE service months for up to two (2) years of the leave based on their percent of employment immediately before the leave/layoff.
- E. Employees meeting the minimum retirement requirements will remain eligible to maintain group hospitalization and dental insurance and receive the Employer's proportional contribution.
- F. If an employee retires with 15 years of service and at least age 62, use the following FTE service month ranges to determine his/her health and dental contribution during retirement.

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

- G. If an employee retires with 25 years of service at any age, use of the following FTE service month ranges to determine his/her health and dental contribution during retirement.

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

PROPORTIONAL BENEFITS

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

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

DEFINITION OF TERMS

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

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

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

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

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

ARTICLE 3

MANAGEMENT RIGHTS AND SECURITY

MANAGEMENT RIGHTS

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

MANAGEMENT SECURITY

-27 The parties of this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the efficient operation of the University. The Association, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever.

-28 The Association recognizes that strikes by public employees are prohibited by Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965 as amended, and agrees that it will comply with said Act.

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

ARTICLE 4

ASSOCIATION RECOGNITION

RECOGNITION

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

CERTIFIED UNIT

-31 On April 4, 1978, the Michigan State University Supervisors Association was certified by the Michigan Employment Relations Commission in Case No. R77 F-350, as the representative for all supervisory employees excluding teaching employees, members of the bargaining unit represented by the Michigan State University Administrative Professional Association, students and all other employees of Michigan State University. On April 16, 1985, the Michigan State University Administrative Professional Supervisors Association was certified by the Michigan Employment Relations Commission in Case No. R84 H-208 as the exclusive representative for all Supervisory Administrative-Professional employees including within that unit the following:

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

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

ARTICLE 5

ASSOCIATION RIGHTS

RIGHTS

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

-33 The Association shall be permitted to schedule meetings on University property so long as such meetings are not disruptive of the duties of the employees of the University or the efficient operation of the University.

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

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

RULES AND REGULATIONS

-36 The Employer shall have the right to adopt reasonable rules and regulations not inconsistent herewith. If after transmittal to the Association President of rules and regulations, and the Association has not processed a grievance alleging unreasonableness within fourteen (14) calendar days after receipt, the rules and regulations shall no longer be grievable. Thereafter, grievances related to rules and regulations shall be limited to their enforcement and penalties resulting therefrom.

NO DISCRIMINATION

-37 There shall be no discrimination against any employee because of his/her duties as an Association official, representative or committee member.

BARGAINING UNIT WORK

-38 The Employer agrees that bargaining unit work will not be eliminated for the purpose of undermining the Association.

RELEASE TIME

-39 For the purpose of release time, the number of Executive Board Officers may not exceed fifteen (15). The total aggregate number of working hours of release time for these employees shall not exceed thirty (30) hours per month, excluding time afforded Grievance Officer and President. The Office of Employee Relations must receive notice of individuals and release time to be used at least five (5) working days in advance, excluding the Grievance Officer and President.

ASSOCIATION PRESIDENT

-40 The Association President shall normally be released from his/her regular work assignment without loss of time, pay or other benefits upon prior notice to his/her supervisor when required to perform the following:

-41 Resolve any difference concerning the content and application of the provisions of this Agreement.

-42 Represent members at hearing or proceedings affecting rights or benefits provided by this Agreement.

-43 Attend official Board of Trustees meetings only when the agenda includes matters pertinent to the proper administration of the Association.

-44 Confer with the Grievance Officer when necessary.

-45 Such time off shall not exceed eight (8) hours per week except with the specific approval of the Employer.

ASSOCIATION REPRESENTATIVE

-46 The Employer agrees that accredited representatives of the Association shall have reasonable access to the premises of the Employer during regular business hours to conduct Association business. Such representatives shall give advanced notice of their presence to the supervisor concerned and such visits shall not be disruptive of the Employer's operation.

ELECTION COMMITTEE

-47 The Employer will agree that, if requested by the Association, four (4) members of the Association election committee shall be allowed time off with pay from their regularly assigned duties for the purpose of conducting regularly scheduled Association elections on the day of the election.

-48 The Employer agrees that requests by the Association to allow members time off with pay for the purpose of conducting regularly scheduled Association elections will be handled on an ad hoc basis.

BARGAINING COMMITTEE

-49 The bargaining committee of the Association will include not more than seven (7) bargaining unit members and two (2) alternate members employed by the University. It may also include non-employed representatives of the Association, not more than two (2) in number. The Association will give to the Employer, in writing, the names of its employee representatives on the bargaining committee at least sixty (60) days prior to the expiration date of this Agreement.

LOST TIME

-50 Employee members of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committee member.

ARTICLE 6

ASSOCIATION SECURITY

MEMBERSHIP

-51 As a condition of employment, each employee in the bargaining unit on or before the thirtieth (30th) day after the effective date of this Agreement, or on or before the thirtieth (30th) day after employment in the bargaining unit, whichever is later, and monthly thereafter, shall tender to the Association, either periodic and uniformly required Association dues as set forth in the Bylaws of the Michigan State University Administrative Professional Supervisors Association, or, in the alternative, service fees in an amount which may be equivalent to but shall not exceed the amount of dues uniformly required of members of the Association in accordance with MCLA 423.210(2); MSA 17.455 (10).

CHECK-OFF

-52 The Employer, at the time of hire, rehire, reinstatement or transfer of an employee into the bargaining unit, shall apprise the prospective member of these provisions and shall present to him/her an application for membership and an authorization for checkoff of dues, such form to be provided by the Association.

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

If the employee does not desire to join the APSA, the employee shall complete only the authorization card for checkoff of dues so that the APSA may collect from the employee its service fees which may be equivalent to but shall not exceed the amount of dues uniformly required of members of the Association and return it to the APSA financial officer.

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

-53 In accordance with the terms and authorization for checkoff of dues, the Employer agrees to deduct membership dues or service fees levied in accordance with the Bylaws of the Association from the pay of each employee who executes or has executed the authorization for checkoff of dues.

-54 The initial deduction for any employee shall not begin unless the authorization for checkoff of dues and the certification of the APSA's financial officer as to the amount of the periodic Association dues or service fees have been delivered to the Employer's payroll department at least fifteen (15) calendar days prior to the effective pay day.

-55 All monies deducted by the Employer shall be remitted to the APSA financial officer once each month by the twentieth (20th) calendar day of the month following the month in which deductions were made together with a list of current employees showing the amount of Association dues or service fees deducted from each employee.

-56 In cases where a deduction was made which duplicates a payment already made to APSA by an employee, or not in accordance with the Bylaws of the Michigan State University Administrative Professional Supervisors Association or where a deduction is not in conformity with the statutes made and provided, refunds to the employee shall be made by the APSA.

-57 The Employer shall not be liable to APSA, by reason of Paragraph 53 of this Article, for the remittance or payment of any sum other than that constituting actual deduction made from the pay earned by the employee.

-58 The Employer shall not, during the life of this Agreement, deduct dues or service fees from employees in this bargaining unit for any organization other than the Association without APSA's written permission.

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

SERVICE FEES

-60 Any employee in the bargaining unit who does not make application for membership within thirty (30) days from the date of commencement of employment in the bargaining unit, shall, as a condition of employment, pay to the Association a service fee in an amount not to exceed the professional dues to the Association. The non-member may authorize payroll deduction for such fees in the same manner as provided for Association dues.

-61 By December 1 of each year or as soon as possible thereafter, the Association shall provide written notice to all non-members of the fee, an explanation of the basis for the fee, and certification that said fee includes only those amounts legally assessed by the Association.

-62 In the event the non-member(s) shall not pay the service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, upon proper written notice from the Association, deduct the service fee from the employee's wages and remit same to the Association pursuant to the conditions described in Paragraph 63.

-63 A. The Association shall notify the employee by certified mail explaining that the employee is delinquent in not tendering Association service fees, specifying the amount of the delinquency and warning him/her that unless the delinquent fees are paid within ten (10) working days of such notice or unless arrangements are made with the Association for payroll deduction of service fees within ten (10) working days of such notice, the Association shall request that the Office of Employee Relations authorize deduction of service fees as provided in this Article.

B. If the service fees are not paid or arrangements for payment have not been made with the Association, the Association shall provide a copy of the letter sent to the employee and the following notice to the Office of Employee Relations at the end of the ten (10) day period: The Association certifies that _____ NAME _____ has failed to tender the periodic and uniformly required Association service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that the Office of Employee Relations authorize payroll deduction of such service fees in accordance with the terms of this Article. The Office of Employee Relations shall notify the Payroll Office and the Association within ten (10) working days that the Association is authorized to receive the delinquent service fees from the employee(s) through mandatory payroll deductions effective with the next payroll cycle, pursuant to MCLA 408.477; MSA 17.277. The Association shall notify Payroll of the names of the employee(s), amount of service fees owed and times of the deductions.

-64 Should the provision for payroll deduction of the service fee in Paragraphs 62 and 63 above be found contrary to law, the parties agree to reinstate procedures for termination of employment for failure to pay Association service fees.

TERMINATION OF LIMITATION

-65 If an employee has tendered directly to the Association her/his membership dues or the service fee, or has a written authorization in effect requiring the deduction of dues or service fees, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Association. The Association cannot cause the discharge of an employee who has resigned from or who has been expelled by the Association for any reason other than his/her failure to tender the dues or service fees to the Association.

DISPUTES CONCERNING COMPLIANCE

-66 The Association shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

REVOCAION CARDS

-67 The Employer will notify the Association monthly of the names of employees transferred outside the bargaining unit. Such employees shall cease to be subject to dues/service fee deductions at such time as they sign dues revocation cards and file notice with the Association.

AID TO OTHER LABOR ORGANIZATIONS

-68 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.

OTHER AGREEMENTS

-69 The Employer shall not enter into any other agreements with employees in this bargaining unit, individually or collectively which in any way conflicts with the Provisions hereof.

ARTICLE 7

SETTLEMENT OF DISPUTES

EMPLOYEE RIGHTS

-70 At any hearing, conference or meeting which may result in disciplinary action to an employee in the bargaining unit, the employee may and is encouraged to request the presence of an Association representative. The employing department must, if requested by the employee, allow sufficient time for the employee to arrange to have Association representation.

-71 An employee has the right to be informed prior to the investigatory interview of the subject matter of the interview.

-72 An employee is entitled to a pre-interview conference with his/her Association representative.

-73 The parties agree that any individual employee at any time may present grievances to the Employer and have the grievances adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Collective Bargaining Agreement now in effect, providing that the Association has been given the opportunity to be present at such adjustment.

GRIEVANCE COMMITTEE

-74 Grievances may be handled by Association representatives in the processing or hearing of any grievance not to exceed three (3) persons, excluding the aggrieved employee. Representatives of the Association engaged in processing or hearing any grievance during regular scheduled working hours shall be paid for such time lost at the regular rate of pay, but in no event will more than three (3) representatives of the Association be paid for participation in any one session.

-75 The Association Grievance Officer may represent the employee at all steps of the grievance procedure.

-76 The Association Grievance Officer shall be allowed time off without loss of pay, to investigate grievance(s) to be discussed or which have been discussed with the Employer upon having received permission from his/her supervisor to do so. The Association shall notify the Employer as to the name of its Grievance Officer.

-77 An alternative Grievance Officer shall be designated by the Association to act in the absence of the Grievance Officer.

-78 The Grievance Officer shall continue on the assigned duty during the term of office.

TIME LIMITS

-79 When reference to calendar days is made in this Article, holidays shall not be considered in these time periods. Time limits set forth in this grievance procedure shall be strictly adhered to unless such time shall be extended by mutual written agreement of the parties.

WAIVER OF GRIEVANCE STEPS

-80 Steps of the grievance procedure may be waived in writing by mutual agreement of both parties. The grievant may withdraw a grievance at any step of the procedure. Grievances so withdrawn shall not be reinstated.

-81 If the Employer fails to schedule a meeting or answer the grievance within the designated time limits, the grievance may be appealed to the next step of this grievance procedure within ten (10) calendar days of the date of the expiration of the applicable time limit.

-82 If a grievance is not appealed within fourteen (14) calendar days after (1) receipt of the previous step answer, (2) failure to schedule a meeting, or (3) failure to answer the grievance, the grievance shall be considered settled on the basis of the Employer's last answer and not be subject to further review.

COMPUTATION OF BACK WAGES

-83 No claim for back wages shall exceed the amount of salary the employee would otherwise have earned at his/her regular rate, including offsets for unemployment compensation, workers' compensation and any wages earned.

REPRIMAND, SUSPENSION OR DISCHARGE

-84 In the event an employee is disciplined or discharged, copies shall be given to the employee and mailed to the Association at the time it is given to the employee and a copy placed in the employee's official personnel folder. Such notice shall be specific and outline the reasons for the disciplinary action or discharge. The Employer promotes a policy of progressive discipline; i.e., discipline shall gradually increase depending on the severity and/or frequency of the infractions. Normally, disciplinary action begins with a verbal warning for the first offense and culminates with discharge only after repeated attempts to correct the employee's behavior have failed. Serious infractions may warrant the immediate imposition of a written reprimand, suspension or discharge, as appropriate.

-85 The affected employee will be allowed to discuss his/her disciplinary action with an Association representative, and the Employer will make available an area where he/she may do so if he/she is required to leave the premises.

-86 In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously if there has been no further disciplinary action taken during that time.

GRIEVANCES CONCERNING DISCIPLINE

-87 Should the disciplinary action or discharge be considered without just cause, it shall be appealed as a grievance within fourteen (14) calendar days after written notification of the discipline is received by the affected employee and the Association. A grievance over a written letter of reprimand shall be submitted at Step 2 of the grievance procedure; whereas, all other disciplines shall be submitted at Step 3. Failure to submit a written grievance within the time limits shall constitute a waiver of all claims concerning such disciplinary action or discharge.

GRIEVANCE DEFINITION AND PROCEDURE

DEFINITION OF GRIEVANCE

-88 A grievance shall be defined as a dispute, reduced to writing, concerning the interpretation, application and alleged violation of any of the terms of this Agreement.

-89 Any employee having a dispute over the interpretation or application of the terms of this Agreement, shall present it to the Employer in a manner following.

GROUP GRIEVANCE

-90 A group grievance shall be only one in which the fact(s) in question and the provisions of the Agreement alleged to be violated are the same as they relate to all employees in the identified group. In the event that employees have a group grievance, the Grievance Officer shall submit the grievance on behalf of all affected employees. When the affected group is contained within one department, college, or division, the grievance shall be initiated at Step 2 of the grievance procedure. Any other group grievance shall begin at Step 3.

ASSOCIATION ASSISTANCE

-91 At each step of the grievance procedure, the employee may request the presence of the Association Grievance Officer.

ORAL STEP

-92 If an employee believes he/she has a problem in connection with his/her employment, he/she shall discuss it with his/her immediate supervisor.

FORMAL GRIEVANCE PROCEDURE

STEP 1

-93 If the problem is not resolved, the grievance must be reduced to writing and presented to the immediate supervisor within fourteen (14) calendar days after its alleged occurrence in order to be a proper matter for the grievance procedure. The grievance shall be dated and signed by the aggrieved employee and the Grievance Officer, and shall set forth the facts, including the dates and provisions of this Agreement that are alleged to have been violated, and the remedy desired. The grievance shall not be considered submitted until the immediate supervisor receives the written grievance. The immediate supervisor will schedule a meeting with the grievant and the Grievance Officer, if requested by the employee, within seven (7) calendar days from the day the written grievance was received. The immediate supervisor will then answer the grievance in writing within seven (7) calendar days from the meeting at which the grievance was discussed.

STEP 2

-94 Any appeal of a decision rendered by the immediate supervisor shall be presented in writing to the administrative head or designee within fourteen (14) calendar days of the receipt of the written decision of the immediate supervisor. The appeal shall state the reason(s) why the decision of the immediate supervisor was not satisfactory. The grievance shall not be considered appealed until the administrative head or designee receives it, dates it and returns a copy to the presenter. The administrative head or designee shall schedule a meeting within fourteen (14) calendar days with the grievant, the Grievance Officer if requested, and representatives designated by the Employer to discuss the grievance. The administrative head or designee shall then give a decision in writing to the presenter within fourteen (14) calendar days of the meeting.

STEP 3

-95 If the answer from the administrative head or designee is not satisfactory, the Association shall submit an appeal within fourteen (14) calendar days of the receipt of the Step 2 answer to the Director of Employee Relations or designee, indicating the reasons why the written answer of the administrative head or designee was unsatisfactory. The Office of Employee Relations will schedule a meeting between no more than three (3) representatives of the Association, excluding the grievant, and three (3) representatives of the Employer within seven (7) calendar days from the date the appeal is received to

discuss the grievance. The Office of Employee Relations will then answer the grievance in writing within ten (10) calendar days from the date of the meeting at which the grievance was discussed.

ARBITRATION

STEP 4

-96 If the Office of Employee Relations' answer is unacceptable, settlement may be determined by a decision of an arbitrator selected by the parties. The Association will notify the Office of Employee Relations within twenty-one (21) calendar days after the receipt of the Step 3 answer if the Association wishes to appeal the grievance to arbitration by filing a demand for arbitration with the American Arbitration Association (AAA) with a copy to the Office of Employee Relations.

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

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

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

ARBITRATOR'S POWERS

-97 The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement nor shall he/she substitute his/her discretion for that of the Employer or the Association where such discretion has been retained by the Employer or the Association, nor shall he/she exercise any responsibility or function of the Employer or the Association. Where either party challenges the jurisdiction of the arbitrator, the hearing will be held to determine whether the arbitrator does have jurisdiction before the hearing can be held on the merits.

-98 The arbitrator shall have no authority to establish wage and salary scales, to change any wage or salary rate, or change classification descriptions except as otherwise provided in this Agreement.

EXCLUDED FROM ARBITRATION

-99 Excluded from arbitration are disputes and unresolved grievances concerning merit increase decisions and those matters provided for in provisions on probationary employees, and filling vacant positions.

FINALITY OF DECISIONS

-100 The arbitrator's decision shall be final and binding upon the Association and its members, the employee or employees involved and the Employer, provided however, either party retains all legal rights to challenge arbitration decisions thereof where such action is beyond the power of the arbitrator or where the award was procured by fraud, misconduct or unlawful means.

SPECIAL CONFERENCES

-101 The Employer and the Association agree to meet and confer upon the call of either party. Each party shall be represented by not more than four (4) persons at special conferences.

-102 Employees released to attend the special conference may meet, if on the Employer's property, at a place designated by the Employer, for a period not to exceed one-half (1/2) hour immediately preceding the conference.

-103 Employees released to attend special conferences will be paid by the Employer for time spent in special conferences, but only for the straight time hours they would otherwise have worked on their regular work schedule.

MEDICAL DISPUTES

-104 In the event of a dispute involving any employee's physical ability to perform his/her job at the University when the employee is not satisfied with the determination of the University's physician, he/she may submit a report from a medical doctor of his/her own choosing and at his/her own expense. If the dispute still exists, at the request of the Association, the University's physician and the employee's doctor shall agree upon a third medical doctor to submit a report to the Employer and the employee, and the decision of such third party will be binding on both parties. The expenses of the report of the third party shall be shared equally by the Employer and the employee.

ARTICLE 8

FLEXIBLE APPOINTMENTS

DEFINITION

-105 A flexible appointment is a voluntary commitment by a staff member to a specific schedule of work. Flexible appointments are appointments which provide between 75% and 92% time equivalent salary over a calendar year, with some benefit coverages equivalent to full-time appointments. Flexible appointments are subject to approval by MSU Human Resources.

-106 There are two types of flexible appointments:

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

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

-107 Where a Type 1 flexible appointment includes a leave with benefits, the employee's position is held for his/her return at the end of the flex-leave, subject to the conditions specified below.

-108 The objective of flex-year appointments is to achieve budget flexibility where departmental functions can be accomplished with 75% employment, through a combination of benefits and other incentives.

-109 Departments identify positions for flexible appointments. Regular employees, and persons to be employed in those pre-identified positions, may agree to be placed in flexible appointments. Employees desiring flexible appointments, but whose positions are necessarily full-time may apply for transfers to flexible appointments, subject to relevant policies. When a department desires to change a position from full-time to a flexible appointment and the incumbent does not volunteer for that status, reduction in force procedures may be initiated to achieve the reduction within the department. If a flexible appointment position is subsequently eliminated, reduction in force procedures will be

initiated. Employees with flexible appointments who later desire a change in appointment may apply for other positions as they become available.

GENERAL PROVISIONS

FLEXIBLE POSITIONS

-110 The department administrator shall identify the positions appropriate for flexible appointments, and, if specific duties are to be eliminated, indicate in writing the duties of such positions which are to be eliminated. This designation must be approved by the Director of Human Resources, after receiving employee input.

-111 Once a position is officially designated as flexible, only flexible appointments are acceptable.

-112 A flexible position shall maintain that designation until the departmental administrator acts to designate it otherwise by submitting the appropriate form for the approval of the Director of Human Resources.

FLEXIBLE APPOINTMENTS

-113 A flexible appointment, either as an initial appointment or as a change of appointment, may be granted only with the agreement of a prospective or current staff member. Without agreement, a current staff member may be subject to the Reduction in Force policy.

-114 A flexible appointment must be arranged in advance with an employee, and approved by the departmental administrator and the Director of Human Resources.

-115 All flexible appointments will annually provide a minimum of 1,560 hours of scheduled work (subject to necessary reductions in force).

-116 A flexible appointee's FTE salary is the amount that would be paid if an entire year was worked full-time (e.g., \$1,000/month x 12 months = \$12,000). The base salary is the actual expected pay during the year. For example, if the FTE salary is \$12,000, base salary at 75% would be:

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

-117 Flexible appointees are regular employees.

-118 Leaves with benefits may be established for periods of one (1) month or more, up to a maximum of three (3) months (in increments of one (1) month).

-119 Leaves with benefits are only those that are prearranged as part of an approved flexible appointment.

-120 No Unemployment Compensation is paid during a leave with benefits. (Inasmuch as appointees on flex-leave have neither been laid off nor terminated but are on a mutually agreed upon leave of absence, they are ineligible for Unemployment Compensation. If Unemployment Compensation is sought by the employee, the leave with benefits is voided and the employee shall be placed on layoff status, without application of reduction in force provisions).

-121 If the flexible appointment converts to a full-time status, the employee will receive an appropriate salary adjustment.

-122 Employees volunteering for flex-leaves must sign the PAN form signifying the voluntary concurrence with their change in status. This action is subject to the review and approval of the Office of Human Resource Services.

FRINGE BENEFITS

-123 A flexible appointee's benefit eligibility during active flexible status and unpaid flex-leave is as follows:

Benefits Programs. Flexible appointees:

Receive the full University contribution toward health care coverage.

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

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

-124 Educational Assistance is available, subject to all other eligibility requirements. However, Type 1 flexible appointees will be allowed to "bank" educational assistance for use during non-work flex-leave periods for six (6) classes up to fourteen (14) credits per MSU academic year.

-125 Personal Leave Days will be credited on a proportionate basis, i.e.: three-quarter (3/4) time service (either Type 1 or 2 Flex) will receive up to eighteen (18) hours in credits each year according to the Personal Leave Days schedule.

-126 Full service credit is given toward retirement, benefits eligibility waiting periods, and vacation service months.

-127 Paid leave accruals are proportionate, and are accrued as follows:

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

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

-128 University contribution to a base retirement program (which includes TIAA-CREF as an option) and Social Security. (Subject to all current eligibility requirements.)

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

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

-129 All salary-related benefits (paid leave, Employee-Paid Life, base retirement program, Long Term Disability, Expanded Life Plan, Extended Disability, and longevity) are based upon the flexible appointee's base salary. The longevity cap will be that of full-time employees.

PROBATIONARY PERIODS

-130 Flex-leaves may begin during a probationary period; however, the time spent on the flex-leave will not count toward completion of the probationary period.

OTHER EMPLOYMENT

-131 Employees may work for other employers while on flex-leave.

RETURN TO ACTIVE EMPLOYMENT

-132 Employees returning from a flex-leave are assigned to their previously held positions, unless the circumstances of the University change to the extent that the position no longer exists. Those affected by a reduction in force while on flex-leave are eligible for the provisions of the reduction in force policy. Affected employees will be given written notice as soon as practicable, but no less than that stipulated in the reduction in force policy.

SALARY PAYMENTS

-133 Flexible appointees receive their base salary during their period of active service and no salary during flex-leave.

HOURS WORKED RECORDS

-134 Departments are responsible for maintaining record of hours worked for nonexempt employees with flexible appointments.

POSITION MAINTENANCE

-135 A position, held by an employee, which is changed to a flexible appointment, and some of whose duties are thereby eliminated, shall not be downgraded or eliminated as a direct result of the flexible appointment.

EXPEDITED DISPUTES

-136 Disagreements in the interpretation or application of the flexible appointment policy shall be subject to the grievance procedure and immediately proceed to Step 3. If the grievance is arbitrated, the expedited arbitration process shall be utilized.

NOTICE REQUIREMENTS

-137 At the time of presentation of a voluntary flexible appointment form to any employee, the employee shall be advised in writing:

-138 If a Type 1 flexible appointment, the length of time of the unpaid leave, the time or times when said leave must be taken.

-139 If a Type 2 flexible appointment, the schedule of each week which the employee shall be required to work.

-140 In addition, each employee shall receive at least ten (10) working days' written notice of the proposed flexible appointment before being required to respond. An affected employee may consult with a representative of the Association prior to making a voluntary election to accept a flexible appointment.

ARTICLE 9

REDUCTION IN FORCE

-141 The University endeavors to provide continuing employment for employees. Reductions in work force may be necessary due to lack of funds, lack of work, and/or other cause, not to undermine the Association. A reduction in force will not be used for constructive discharge.

-142 Whenever practicable, reductions should be made by:

- a. restricting recruitment,
- b. transfers to vacant lateral or lower level positions where the employee is capable of performing the work, and/or
- c. normal attrition,

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

GENERAL PROVISIONS

-143 Employees to be laid off shall be given a minimum of forty-five (45) calendar days notice--a copy of which will be sent to the Association President--not to be offset by accrued vacation.

-144 In the event of a declaration of a state of disaster or state of emergency by the Governor of the State of Michigan pursuant to MCL30.401 et. Seq., as amended, (emergency management act; Public Act 390 of 1976) directly affecting the University's normal operations or a declaration of a campus emergency by the President of the University pursuant to Michigan State University Ordinance 48.00:

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

(27) work days without providing to affected employees the minimum forty-five (45) day written notification required by Paragraph 143, provided, however, the Employer shall give such affected employees and the Association a written confirmation of their layoff status as soon as is administratively possible under the circumstances. Employees placed on temporary layoff may use accrued vacation leave, accrued personal leave and/or compensatory time to cover the period of the temporary layoff or choose to be placed on unpaid leave; provided, however, while on temporary layoff, an employee may request a change to sick leave usage for time taken for a documented illness; employees without sufficient accrued vacation leave, accrued personal leave and/or compensatory time to cover all of the period of the temporary layoff shall be placed on an unpaid leave for all the uncovered balance of the temporary layoff period. An employee who incurs unpaid leave as a result of the temporary layoff shall have continued coverage under their current plan with the existing level of University contribution for Employer-paid health care coverage, prescription drug, dental, life insurance and insurance programs from the time of layoff continued during the temporary layoff;

- C. Upon expiration of the temporary layoff period provided for by this Paragraph, all employees affected by the temporary layoff shall be recalled to their respective major units, unless notified in advance in writing, with a copy to the Association, that he or she is being continued on an indefinite layoff. Nothing in this sub-paragraph shall preclude a grievance being filed by the Association on behalf of such affected employees seeking to enforce Paragraphs 141-142, 146 and 149-156 of this Article;
- D. The Association and the Employer shall meet in a special conference as soon as possible but no later than seventy-two (72) hours following the declaration of any emergency, and in subsequent meetings as needed upon the call of either party. One of the special conference issues which shall be addressed will be the impact of the emergency upon the bargaining unit.
- E. For purposes of this Paragraph, "emergency" shall mean an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or man-made cause, including, but not limited to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military action, or similar occurrences resulting from terrorist activities, riots, or civil disorders.

-145 Within a unit, probationary employees will be separated before non-probationary employees are laid off, where it is determined that the non-probationary employees are capable of performing the work within a ninety (90) day evaluation period.

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

-146 Upon request, prior to the effective date of the layoff, representatives of the Association will be given the opportunity to meet and discuss the circumstances of the layoff with the Employer.

-147 For purposes of layoff only, layoffs shall be within units identified below.

UNITS

OFFICE OF THE PRESIDENT

Office of the President

Internal Audit

OFFICE OF THE PROVOST AND VICE PRESIDENT FOR ACADEMIC AFFAIRS

Office of the Provost and Vice President for Academic Affairs

Academic Computing and Network Services

Administrative Information Services

Broadcasting Services

CAMP/HEP/TIES

Client Advocacy Office

Clinical Center

Commencement

Department of Aerospace Studies

Department of Military Science

Enterprise Business Systems Project

Faculty Grievance Office

Faculty and Organizational Development

Facilities Planning and Space Management

Honors College

Instructional Media Center

Libraries

MSU Global

MSU Health Team

Office of Admissions

Office of the Associate Provost for Academic Services

Office of the Associate Provost for Academic Student Services and Multicultural Issues

Office of the Associate Provost and Associate Vice President for Academic Human Resources
Office of the Associate Provost for Graduate Education and Dean of the Graduate School
Office of the Associate Provost for Human Health Affairs
Office of the Associate Provost for Undergraduate Education and Dean of Undergraduate Studies
Office of the Associate Provost for University Outreach and Engagement
Office of Cultural and Academic Transitions
Office of the Senior Associate Provost
Office of Financial Aid
Office of Planning and Budgets
Office of the Registrar
Office of the Vice Provost for Libraries, Computing and Technology
Office for Inclusion and Intercultural Initiatives
Olin Health Center
Ombudsman
Performing Arts Facilities & Programs
Resource Center for Persons with Disabilities
Secretary for Academic Governance
Student Athlete Support Services
Supportive Services
Talent Search/College Day
Teaching Assistant Program
University Archives & Historical Collections
Upward Bound
Virtual University Design and Technology
Women's Resource Center

OFFICE OF THE VICE PRESIDENT FOR RESEARCH AND GRADUATE STUDIES

Vice President for Research and Graduate Studies
Associate Vice President for Research
Animal Care Program
Environmental Health Safety
Intellectual Property
MSU Press
Office of Regulatory Affairs
Office of the University Intellectual Integrity Officer
Research Support and Development Services
Research Technology Support Facility

VICE PRESIDENT FINANCE AND OPERATIONS AND TREASURER

Office of the Vice President for Finance and Operations and Treasurer
Business Operations
Campus Park and Planning
Contract and Grant Administration
Housing and Food Services
Human Resources

Land Management
Physical Plant
Planning and Budgets
Police and Public Safety
University Services

VICE PRESIDENT FOR STUDENT AFFAIRS AND SERVICES

Vice President for Student Affairs and Services Office
Career Services and Placement
Counseling Center
Educational and Support Services
Intramural Sports and Recreative Services
Residence Life
Service Learning Center
Student Life

VICE PRESIDENT FOR UNIVERSITY RELATIONS

Marketing and Creative Services
Media Communications
Sports Information
University Relations Printing Services

VICE PRESIDENT FOR DEVELOPMENT

Office of Vice President for Development
University Development

COLLEGE OF AGRICULTURE AND NATURAL RESOURCES

Dean of the College of Agriculture and Natural Resources
Agriculture and Natural Resources Dean – Academic and Student Affairs
Agricultural, Food and Resources Economics
Agricultural Technology Institute
Animal Science
Bailey Scholars Program
Biosystems and Agricultural Engineering
CANR External Relations
CANR Public Service Activities
Community, Agriculture, Recreation and Resource Studies
Crop and Soil Sciences
CYF 4-H Youth Development
CYF Family Consumer Science
Entomology
Extension AOE Team Support
Fisheries and Wildlife
Food Science and Human Nutrition
Forestry
Horticulture
Institute for Food Law and Regulations

International Agriculture Institute
Kellogg Biological Station
Land Management
Land Policy Institute
Michigan Agricultural Experiment Station
MSU Extension Director's Office
Native American Institute
Packaging
Planning, Design and Construction
Plant Pathology
University Farms
Water Research Institute

COLLEGE OF ARTS AND LETTERS

Office of the Dean, Arts and Letters
African American and African Studies
American Indian Studies Program
American Studies Program
Art and Art History
Center for Integrative Studies in Arts and Humanities
Center for Language Education and Research
English
English Language Center
Film Studies Program
French, Classics and Italian
Jewish Studies Program
Kresge Art Museum
Language Learning Center
Linguistics and Germanic, Slavic, Asian and African Languages
Philosophy
Religious Studies
Rhetoric and Writing Program
Spanish and Portuguese
Theatre
The Writing Center
Writing in Digital Environments (WIDE)
Writing, Rhetoric and American Cultures

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

Office of the Dean, Broad College of Business
Accounting
Executive Development Programs
Finance
International Business Center
Lear Corporation Career Services Center

Management
Marketing
Supply Chain Management
MBA Programs
The School of Hospitality Business

COLLEGE OF COMMUNICATION ARTS AND SCIENCES

Office of the Dean, Communication Arts and Sciences
Advertising
Communication
Communicative Sciences and Disorders
Journalism
Telecommunication

NATIONAL SUPERCONDUCTING CYCLOTRON LABORATORY

COLLEGE OF EDUCATION

COLLEGE OF ENGINEERING

Office of the Dean, Engineering
Chemical Engineering and Materials Science
Civil and Environmental Engineering
Composite Materials and Structures Center
Computer Science and Engineering
Division of Engineering Computer Services
Division of Engineering Research
Electrical and Computer Engineering
Mechanical Engineering

COLLEGE OF HUMAN MEDICINE

Office of the Dean, College of Human Medicine
Academic Programs
Analytical/Biomedical Infrastructure
Center for Ethics and Humanities in the Life Sciences
Center for Learning and Assessment in the Health Professions
Dermatology Division
Epidemiology
Family Medicine
Great Lakes Cancer Institute (GLCI)
Human Pathology
Institute for Health Care Studies (IHCS)
Medicine
Obstetrics, Gynecology & Reproductive Biology
Office of Medical Education Research & Development (OMERAD)
Pediatrics and Human Development
Physiology
Research

Psychiatry
Surgery

INTERNATIONAL/STUDIES AND PROGRAMS

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

JAMES MADISON COLLEGE

LYMAN BRIGGS COLLEGE

COLLEGE OF NATURAL SCIENCE

Office of the Dean, Natural Science
Abrams Planetarium
Biochemistry and Molecular Biology
Biology Science Program
Biomedical Laboratory Diagnostics
Cell and Molecular Biology
Center for Advanced Microscopy
Center for Integrative Studies – General Science
Center for Material Research Operations
Chemistry
Division of Science and Mathematics
Drew Laboratory
Ecology, Evolutionary Biology and Behavior
Entomology
Food Science and Human Nutrition
Genetics Program
Geological Sciences
KBS Maintenance
Kellogg Biological Station
Mathematics
Microbiology and Molecular Genetics
MSU-DOE Plant Research Laboratory
Neuroscience Program
Physics and Astronomy

Physiology
Plant Biology
Quantitative Biology and Modeling Initiative
Statistics and Probability
Zoology

COLLEGE OF NURSING

COLLEGE OF OSTEOPATHIC MEDICINE

Office of the Dean, College of Osteopathic Medicine
Biochemistry and Molecular Biology – COM
Family and Community Medicine
Human Pathology, Division of COM
Institute for International Health – COM
Internal Medicine
Microbiology & Molecular Genetics – COM
Neurology and Ophthalmology - COM
Osteopathic Manipulative Medicine
Osteopathic Surgical Specialties
Pediatrics
Physical Medicine & Rehabilitation
Pharmacology & Toxicology – COM
Physiology – COM
Psychiatry - COM
Radiology – COM
Radiology/Division of Sports Medicine - COM
Research & Advanced Study Programs

RESIDENTIAL COLLEGE IN THE ARTS AND HUMANITIES

COLLEGE OF SOCIAL SCIENCE

Office of the Dean, College of Social Science
Anthropology
CASID – Center for Advanced Study of International Development
Center for Global Change and Earth Observations
Center for Integrative Studies
Criminal Justice
Economics
Environmental Science and Policy Program
Family and Child Ecology
Geography
Global Urban Studies Program
History
Institute for Public Policy and Social Research
Institute of Public Utilities
Julian Samora Research Institute
Labor and Industrial Relations

MATRIX – Center for Human Arts, Letters and Social Sciences Online
Political Science
Psychology
School of Planning, Design and Construction
Sociology
Social Work

COLLEGE OF VETERINARY MEDICINE

Office of the Dean, College of Veterinary Medicine
Center for Integrative Toxicology
Diagnostic Center for Population and Animal Health
Large Animal Clinical Sciences
Microbiology and Molecular Genetics
National Food Safety & Toxicology Center
Pathobiology and Diagnostic Investigation
Pharmacology and Toxicology CVM
Physiology CVM
Small Animal Clinical Sciences
Veterinary Teaching Hospital
Veterinary Technology Program

ATHLETICS

MSU ALUMNI ASSOCIATION

VICE PRESIDENT FOR GOVERNMENTAL AFFAIRS

VICE PRESIDENT FOR LEGAL AFFAIRS AND GENERAL COUNSEL

RECALL FROM LAYOFF

-148 Recall is the reinstatement of a laid off employee to active status within the period as defined in the provision on seniority. In the event of recall, the employee will retain the original service date and will receive FTE service credit for up to two (2) years for the period of layoff as specified in Full-time Equivalent Service Months, Article 2, D. Accrued sick leave will be reinstated when the employee returns to work. Copies of notices of recall shall be sent to the Association President.

-149 To be eligible for recall from layoff, the employee must satisfy the following requirements:

Must be a regular employee.

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

Must have completed the probationary period.

-150 Employees with the greatest length of service will be recalled to vacant positions first, provided they are capable of performing the duties of the position within a ninety (90) day evaluation period. An employee who meets the minimum requirements for a vacant position and who is denied the ninety (90) day evaluation period shall receive written reasons why the employee was not selected for the evaluation period with a copy to the President of the Association. An employee who does not successfully complete the ninety (90) day evaluation period shall be returned to layoff status.

-151 An employee on layoff status will lose all recall rights and be terminated upon the occurrence of any of the following:

Refusal to be available for an interview.

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

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

LAYOFF TRANSITION ADJUSTMENT

-152 An employee shall be eligible for a Layoff Transition Adjustment if the affected employee meets the following eligibility requirements:

- A. The Employee must have six (6) or more years of service at the time of layoff.
- B. The Employee must actually be laid off.
- C. The Employee must be willing to take a position paying at least 80% of current salary.
- D. The Layoff Transition Adjustment is not payable until after the affected Employee is on layoff for a minimum of 120 calendar days.

-153 In the event the laid off employee meets the criteria set forth above, the employee may at his/her option, elect to accept a Layoff Transition Adjustment based on the following schedule:

<u>University Seniority</u>	<u>Transition Adjustment</u>
6 years	4 weeks salary
7 years	5 weeks salary
8 years	6 weeks salary
9 years	7 weeks salary
10 years	8 weeks salary
11 years	9 weeks salary
12 years	10 weeks salary
13 years	11 weeks salary

14 years	12 weeks salary
15 years	13 weeks salary
16 years	14 weeks salary
17 years and over	15 weeks salary

-154 An employee who elects to receive the Layoff Transition Adjustment will no longer be eligible for recall. An employee who may be eligible for University Retirement may elect the Layoff Transition Adjustment and still be eligible for all benefits afforded a retiree.

TERMINATION

-155 In case of termination, benefits will be affected as follows:

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

UNUSED SICK LEAVE CREDITS

-156 A laid-off employee whose recall rights have expired and who is not otherwise eligible for payout of accrued sick leave under Paragraph 299 and 301 of this Agreement may receive partial payment for unused sick leave credits according to the schedule below.

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

-157 For purposes of Paragraph 156, "University Seniority" is that which existed as of the effective date of the layoff.

-158 An employee who receives payment for unused sick leave under this section may also receive a Layoff Transition Adjustment, provided that eligibility requirements for that program have been met.

ARTICLE 10

FILLING VACANT POSITIONS

-159 The University agrees to the principle of career development of its employees and will, in good faith, encourage career concepts of employment.

PROCEDURE

-160 The recruitment of applicants and the filling of vacant positions is the responsibility of the Employer. The Employer is committed to the concept of promotion from within. All vacancies will be posted except those filled under bypass procedures. All candidates who possess the posted qualifications shall be considered. The Office of Human Resource Services will provide employing departments with a list of the candidates. If Employment determines an applicant to be not qualified for a posted position, the employee will be notified immediately. In any instance where there are five (5) or more on-campus bargaining unit candidates possessing the posted qualifications, at least five (5) of said candidates shall be interviewed. In the event fewer than five (5) bargaining unit candidates apply and possess the posted qualifications, each shall be interviewed.

-161 The procedures for filling positions shall be by-passed for persons for such reasons as, but not limited to:

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

-162 It is understood that the listing of bypass statuses is not a priority listing and no grievance shall be filed over the issue of priority status.

INTERVIEWS

-163 The responsibility for determining which candidates shall be interviewed will reside with the employing department. This determination will be based upon information obtained from the candidates' credentials. The department should take longevity of service into account when determining who will be interviewed, but capability to do the work shall be the prime factor for setting the interview list.

-164 The Association shall be provided with a copy of the Position Vacancy Record which will contain the reasons for selection and non-selection. This shall be done in a timely manner. If the procedures outlined above have been followed, the determination will not be grievable.

ARTICLE 11

CLASSIFICATION/RECLASSIFICATION OF POSITIONS

-165 The Employer establishes and maintains a system for the evaluation and classification of all bargaining unit positions. The authority to classify new positions, reclassify existing positions and eliminate positions is vested in the Office of Human Resource Services.

NEW CLASSIFICATIONS AND RATES

-166 When a classification is established or modified, the grade level for the classification shall be fixed by the Employer and the Association shall be notified prior to implementation. The compensation level shall be in conformity with rates established for positions of similar responsibility. If there is a disagreement over the compensation assigned the position, a special conference may be scheduled with the Office of Employee Relations. If the disagreement is not resolved, the Association may file a demand for arbitration within fourteen (14) calendar days of the special conference. The Arbitrator shall be limited to determining the appropriateness of the compensation level assigned the position but shall be without power to assign a compensation level for the classification.

RECLASSIFICATIONS

-167 The Unit Administrator will normally initiate requests for position reclassification.

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

2. An employee whose position is reclassified will not be required to serve either a probationary period or trial period.

SALARY RATE

-168 The salary of an employee whose position is reclassified to a higher grade level shall be no less than the minimum salary of the higher grade level.

ARTICLE 12

PROMOTION/DEMOTION

PROMOTION

-169 A "promotion" is defined as the movement of an employee to a higher grade level. An employee promoted one grade level shall receive a minimum salary increase of five (5%) percent or placed at the minimum rate for the new level--whichever is greater. An employee promoted two (2) or more grade levels shall receive a minimum salary increase of ten (10%) percent or placed at the minimum rate for the new grade level--whichever is greater. The Employer is not prohibited from giving APSA employees salary increases that exceed these minimums.

DEMOTION

-170 A "demotion" is defined as the movement of an employee to a lower grade level other than by reclassification. The pay rate of an employee who is demoted will be reduced by five (5%) percent if the grade level is lowered one grade level and ten (10%) percent or more if the grade level is lowered two (2) or more grade levels. The Employer may make exceptions to this provision when deemed appropriate.

ARTICLE 13

PROBATIONARY/TRIAL PERIOD

PROBATIONARY PERIOD

-171 Employees shall serve a twelve (12) month probationary period beginning at the time of hire as a new employee with the University or entry into the bargaining unit from other University employment. The Unit employer-supervisor shall have the right to certify successful conclusion of the probationary period before the end of the twelve (12) months. The Association President shall be notified upon early certification.

-172 An interim written evaluation shall be prepared by the probationary employee's supervisor, summarizing overall job performance, which shall be reviewed with the employee. If a probationary employee's performance is unsatisfactory, such fact shall be communicated to the employee as soon as is practicable in order to give the employee the opportunity, if possible, to improve his/her performance.

-173 The Association shall represent probationary employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment; however, no matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance or arbitration procedures.

WRITTEN EVALUATIONS

-174 Employees may receive a performance evaluation prior to the completion of the probationary period and thereafter, at least on an annual basis.

-175 The Employer and the Association agree that members of the bargaining unit shall be subject to an appraisal process that is fair.

-176 The Employer and the Association believe that appraisal systems for supervisors at Michigan State University should be bilateral and continuing in nature.

-177 The objectives of the appraisal program are to:

- A. Enhance communications between an employee and a supervisor. Dialogue between an employee and supervisor should be continuous and include coaching, guiding, and clarification of job responsibilities in the context of larger organizational goals.

- B. Develop employees. An employee's development may be related to either current or future positions and should be continuous to ensure that the University is able to respond to its quickly-changing environment.
- C. Support continuous quality improvement throughout the organization.

TRIAL PERIOD

-178 An employee who changes classification within the bargaining unit shall serve a six (6) month trial period, which trial period may be extended by the Employer for an additional six (6) months upon providing to the employee written notice with reasons, with copy to the Association not less than thirty (30) calendar days prior to the completion of the original six (6) month trial period. The determination to extend the six (6) month trial period for an additional six (6) months shall not be grievable.

-179 In the event the trial period is unsatisfactory or the employee does not wish to continue in the position, every effort will be made to return the employee to a former grade level and comparable classification.

ARTICLE 14

SENIORITY

DEFINITION

-180 Seniority is defined as the length of continuous employment, except as provided below, starting with the original date of hire with the University. Periods of authorized leaves of absence do not cause loss of seniority.

LOSS OF SENIORITY

-181 Seniority rights are relinquished by the employee for the following reasons:

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

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

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

-183 Employees will receive service month credit for part-time service to qualify for retirement benefits.

-184 Employees returning to employment with the University within twelve (12) months of termination from University employment shall receive credit for all past seniority upon successful completion of a six (6) month trial period.

ARTICLE 15

OFFICIAL PERSONNEL FOLDER(S)

RIGHT TO EXAMINE

-185 Each employee shall have the right, upon request, to examine the content of her/his own Official Personnel Folder(s), the only exclusion being confidential pre-employment credentials of an evaluative nature.

PROCEDURE

-186 The employee shall make an appointment with the responsible managerial personnel to examine her/his Official Personnel Folder(s). Managerial personnel shall be present when the employee examines her/his Official Personnel Folder(s) and the employee may be accompanied by a representative of the Association if the employee so desires. The employee may designate in writing her/his desire to have a representative of the Association examine her/his file in her/his absence in a disciplinary matter, and the designated representative shall be allowed to examine the Official Personnel Folder(s).

NOTICE AND EMPLOYEE STATEMENTS

-187 No derogatory statement about an employee of which the employee would not normally have a copy or be aware, shall be filed in the employee's Official Personnel Folder(s) unless the employee is provided a dated copy. The employee has the right to submit a statement(s) concerning negative evaluative reports for inclusion in the Official Personnel Folder(s). Brief statements may be submitted for inclusion in the employee's Official Personnel Folder(s).

PAST DISCIPLINARY ACTION

-188 Upon an employee's written request to the Office of Human Resource Services, any records of disciplinary action which occurred more than eighteen (18) months prior to the request shall be removed from the Official Personnel Folder(s), if the employee's performance has been satisfactory within the past eighteen (18) months. This section may not be used to remove performance evaluations from the Official Personnel Folder(s).

ARTICLE 16

ABSENCES

PROCEDURE

-189 When absent from work, the employee must make every effort to notify his/her supervisor of the reason prior to the beginning of a tour of duty. If the absence is to continue beyond the first day, the employee must notify his/her supervisor on a daily basis unless otherwise arranged and specifically approved by his/her supervisor. Failure to comply with this provision for three (3) consecutive work days will be cause for termination except for extenuating circumstances acceptable to the Employer.

ARTICLE 17

LEAVES OF ABSENCE

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

-190 Excused absences without pay less than ten (10) days may be granted by the immediate supervisor but shall not exceed ten (10) consecutive days unless approved as a leave of absence. Normally excused absences without pay will not exceed ten (10) working days in each fiscal year.

-191 Excused absences without pay will not require the use of accrued paid time (i.e., personal leave or vacation), except for failure to report to work due to inclement weather.

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

-192 All leaves of absence must be approved by the supervisor, administrative head of the unit and the Office of Human Resource Services. They may be taken for reasons as specified below.

-193 During an unpaid leave of absence or layoff, an employee will not accrue vacation or sick leave nor be eligible for any payments for time off work provided by this Agreement (except excused absences without pay).

-194 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during leaves of absence or extensions and layoffs.

-195 The employee must consult with the Benefits Division about maintaining status in employee benefit programs during leaves of absence without pay subject to and consistent with these program conditions.

USAGE

-196 Eligible employees with the approval of their supervisor(s) and the Office of Human Resource Services may be authorized to take an unpaid leave for up to two (2) years for the following:

- A. Sickness and disability.
- B. Settlement of an estate.
- C. Serious illness of a member of the employee's family as defined under the funeral leave provisions of this Agreement.

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

-197 The Employer, at its option and without cost to the employee, may require that a designated physician(s) examine the employee before returning the employee to active employment.

-198 During an involuntary leave of absence without pay, the employee's position shall not be considered vacant and the employee shall be entitled to return to the position if such return is within ninety (90) days of the commencement of the leave. An involuntary leave is defined as a leave required because of illness or incapacitation - medically certified.

EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

-199 Employees who are reinstated in accordance with the Universal Military Training act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay) in order to attend school full-time under applicable federal laws in effect on the date of this Agreement.

-200 An employee who fails to notify the Employer within thirty (30) calendar days of the expiration of a leave of absence in excess of one (1) year duration, will be given written notice within twenty-one (21) calendar days prior to the expiration of said leave.

-201 Upon application, a military leave of absence (without pay) will be granted to employees who are employed in other than temporary positions. This applies to employees who are inducted through a selective service system of voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States.

ARTICLE 18

COMPENSATION PROGRAMS

SALARY INCREASE 2007

-202 Effective October 1, 2007, one and one-quarter (1.25%) percent general salary increase funds, calculated on the total salary base as of September 30, 2007, will be made available to all employees.

- A. Twenty-five (25%) percent of the one and one-quarter (1.25%) percent general salary increase funds shall be provided to all employees in the bargaining unit.
- B. Seventy-five (75%) percent of the one and one-quarter (1.25%) percent general salary increase funds will be allocated on the basis of merit in accordance with the October 1997 Merit Pay Guidelines developed by the parties among employees who have received no less than a "meets expectations" rating on the last employee evaluation. For purposes of this provision, an employee shall not be considered "does not meet" until the employee's performance is considered to be "does not meet" in two (2) consecutive evaluations and, provided further, that the exercise of any right provided by this Agreement or the use of any benefit provided by this Agreement shall not be considered in whole or in part, for purposes of the October 1997 Merit Pay Guidelines.

-203 All funds made available by the Employer for general increases shall be expended on the salary of employees in the bargaining unit.

SALARY INCREASE 2008

-204 Effective October 1, 2008, two and three-quarters (2.75%) percent general salary increase funds, calculated on the total salary base as of September 30, 2008, will be made available to all employees. The funds will be allocated in the following manner:

- A. Twenty-five (25%) percent of the two and three-quarters (2.75%) percent general salary increase funds shall be provided to all employees in the bargaining unit.
- B. Seventy-five (75%) percent of the two and three-quarters (2.75%) percent general salary increase funds will be allocated on the basis of merit in accordance with the October 1997 Merit Pay Guidelines developed by the parties among employees who have received no less than a "meets expectations" rating on the last employee evaluation. For purposes of this provision, an employee shall not be considered "does not meet" until the

employee's performance is considered to be "does not meet" in two (2) consecutive evaluations and, provided further, that the exercise of any right provided by this Agreement or the use of any benefit provided by this Agreement shall not be considered in whole or in part, for purposes of the October 1997 Merit Pay Guidelines.

-205 All funds made available by the Employer for general increases shall be expended on the salary of employees in the bargaining unit.

SALARY INCREASE 2009 and 2010

-206 Effective October 1, 2009 and October 1, 2010, general salary increase funds calculated on the total salary base as of September 30, 2009 and September 30, 2010, respectively, will be made available for all employees, the amount of which will be based on the 2006 Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations, (MSU/Coalition Memorandum) which was separately ratified and signed by the Association. The general salary increase funds will be allocated in the following manner:

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

-207 All funds made available by the Employer for general increases shall be expended on the salary of employees in the bargaining unit. The Employer agrees that within thirty (30) days of distribution of raise funds, it will present to the Association documentation of the complete expenditure of the general increases that were required to be expended on the APSA membership.

SALARY PROGRESSION PROGRAM

-208 Progression increases will be given to employees who have completed at least one (1) year of University service on each January 1, or upon satisfactory completion of one (1) year's service; whose current performance is determined to be not less than satisfactory; and whose salary is less than one hundred twenty-five (125%) percent of the minimum hiring level.

-209 For the term of this Agreement eligible employees have an opportunity to reach one hundred twenty-five (125%) percent of the minimum hiring rate for their level. Attainment of the one hundred twenty-five (125%) percent level will be achieved in increments of three (3%) percent up to the one hundred twenty-five (125%) percent level. Employees will not receive progression increases if they have less than a satisfactory overall rating on the latest employee evaluation.

-210 Special merit increases may be granted during the budget year with appropriate approvals. Merit allocation guidelines have been developed by the parties to assist administration in making merit allocation decisions. The Employer and the Association will review merit allocation results in each year of the Agreement to determine the effectiveness of the guidelines and compensation programs.

MINIMUM HIRING LEVELS

-211 Minimum hiring levels will be determined by the Employer.

SALARY SCHEDULES

Effective October 1, 2007

<u>Grade Level</u>	<u>Minimum</u>	<u>Automatic Progression Level</u>
8	\$28,716	\$35,895
9	31,026	38,783
10	33,495	41,869
11	36,190	45,238
12	39,077	48,846
13	42,191	52,739
14	45,565	56,956
15	49,211	61,514
16	53,145	66,431
17	57,398	71,748

Effective October 1, 2008

<u>Grade Level</u>	<u>Minimum</u>	<u>Automatic Progression Level</u>
8	\$29,506	\$36,883
9	31,879	39,849
10	34,416	43,020
11	37,185	46,481
12	40,152	50,190
13	43,351	54,189
14	46,818	58,523
15	50,564	63,205
16	54,606	68,258
17	58,976	73,720

NEW MINIMUM RATES

-212 Employees who are below the new minimum for their classification level will be brought to the new minimum. The new minimum rates are effective as of October 1, 2007.

-213 Effective October 1, 2008, October 1, 2009 and October 1, 2010, the Minimum Hiring Rates will increase by the percentage of the October 1, 2008, October 1, 2009 and October 1, 2010, general salary increase respectively.

OVERTIME

-214 Bargaining unit employees in grade levels APSA 8, 9, 10, and 11, will receive overtime payment or compensatory time off at the rate of time and one-half (1-1/2) for scheduled hours worked in excess of forty (40) in a work week. Employees shall have the right to indicate their preference for pay or compensatory time for overtime worked. If an employee wishes to receive compensatory time, the request must be approved by the Unit Administrator.

-215 In health care delivery facilities where biweekly work schedules of eighty (80) hours are maintained, overtime pay or compensatory time off will be given for any scheduled hours worked in excess of eighty (80) hours in a biweekly period.

-216 Paid time (vacation, sick leave, holiday, personal leave, compensatory time, jury duty, military leave and funeral leave) is considered as time worked for the purpose of overtime computation. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

-217 Employees who are called upon to perform special services not usually a part of their regular duties and/or responsibilities and who perform these services outside of their normal work schedules will receive payment in accordance with policies of the Employer. Unit Administrators or designees are responsible for the approval of overtime prior to the performance of overtime work. Approval means time worked as directed by the employee's supervisor and does not include casual or unscheduled time spent at work beyond the normal work day or work week.

-218 Employees at grade level APSA 12 and above are not eligible for overtime pay. However, where unusual staffing and work requirements exist, the Unit Administrator may approve compensatory time off equal to the number of overtime hours worked.*

LONGEVITY PAY

-219 A longevity pay plan to recognize long term employment is provided after six (6) years of continuous service with the University to regular staff working half time or more.

* Refer to Letter of Agreement, page 92.

-220 The longevity year is the twelve (12) month period beginning October 1 of each year, and ending September 30. The last date of hire will be used as the longevity date. The employee must be engaged in active employment for thirty-nine (39) calendar weeks (273 calendar days) and be on the payroll as of October 1 of the longevity year. Six (6) years or more of continuous service as of October 1 of the longevity year is required for eligibility.

-221 Eligible employees who have periods of inactive service totaling ninety-three (93) days or more during a longevity year will not receive a longevity payment that year and will have the longevity date adjusted for future years.

-222 Military leave of absence will not adjust the longevity date.

-223 Full-time Employees who terminate prior to October 1 who are sixty-five (65) years of age and have five (5) or more years of full-time service, or who meet the minimum University retirement requirements will receive a prorated longevity payment.

-224 Employees who are not on the active payroll due to layoff, but who otherwise meet the eligibility criteria, will receive a longevity payment.

-225 Employees who are on leave of absence on October 1, but otherwise meet the eligibility criteria, will receive a longevity payment upon return to work. Payment is scheduled annually on the first working day of December and is computed as a percentage of the employee's annual base rate of pay as of September 1 of the calendar year in which the longevity payment is made. Base rate of pay shall not include overtime or premium pay.

-226 If an employee is not on the payroll September 1, the rate to be used is the employee's rate of pay upon his/her return. Longevity pay shall not exceed the longevity pay schedule.

-227 PAYMENT SCHEDULE:

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

-228 Three-quarter (3/4) time employees: Percentage of first \$7,125 of annual wage.

-229 One-half (1/2) time employees: Percentage of \$4,750 of annual wage.

BENEFIT OVERVIEW

-230 This section presents a broad overview of the various benefit plans, education and retirement programs available to employees and eligible dependents. Each benefit plan is described briefly on the following pages. Complete information and descriptive details of benefits may be obtained from the Benefits Office or the referred division within Human Resource Services. If there is any misunderstanding regarding any of the programs described below, the provisions of the Master Contracts on file will prevail.

-231 Wherever the term "full-time employee" is used, this is understood to include those employees on flexible appointments.

ARTICLE 19

HEALTH BENEFITS

HEALTH CARE COVERAGE

-232 Employees should enroll within sixty (60) days of employment or appointment to an eligible status or during annual open enrollment. Enrollment forms are available through the Benefits Office.

-233 Health care programs for the life of this Agreement are subject to the 2006 Memorandum of Understanding between Michigan State University and the MSU Coalition of Labor Organizations (MSU/Coalition Memorandum) separately ratified and signed by the Administrative Professional Supervisors Association. A summary of benefits can be found on the MSU Human Resource website at: http://www.hr.msu.edu/NR/rdonlyres/C4B6425A-464B-4C12-9BDC-6897B9FE0A3B/0/BenSummary_SS.doc.

DENTAL PLAN

-234 The University offers a choice of two dental plans: fee for service (traditional plan) or Dental Maintenance Organization (DMO) for all regular full-time and part-time employees and official Michigan State University retirees.

-235 Dental coverage is for eligible employees, retirees, survivors of retirees, and eligible dependents. The fee for service plan pays fifty (50%) percent of usual and customary charges for most dental services as defined in the Master Policy.

-236 Full-time and part-time employees must enroll within sixty (60) days of initial employment or during a scheduled open enrollment. Coverage terminates at the end of the month employment terminates unless the employee is an official Michigan State University retiree. This benefit continues for employees on layoff or on approved leave of absence.

-237 Benefit payments on the fee for service plan are limited each calendar year to Six Hundred (\$600.00) Dollars for each person. Orthodontic services are covered for persons under age nineteen (19) and are limited to a separate lifetime maximum of Six Hundred Dollars (\$600.00). Under the current provisions, the University pays the entire cost of the plan for full-time employees, with a proportional contribution for part-time employees.

-238 Coverage for the DMO must be provided through one of their participating centers. Some benefits, such as diagnostic, preventive and minor restorations are no cost to the employee and other benefits are provided with a fixed dollar copay. Orthodontic services are covered for under age nineteen (19) and over age nineteen (19) with a fixed dollar copay.

-239 Dependent coverage terminates as above. In addition, certain changes in dependent status will terminate coverage for dependents. No conversion is possible for either of the dental plans.

-240 The premium cost of the Dental HMO shall not be greater than the cost of the traditional Delta Dental Plan premium.

ARTICLE 20

INSURANCE PROGRAMS

EMPLOYEE PAID LIFE PLAN

-241 The University provides an optional employee-paid life program for regular full-time and part-time staff. The benefit is payable in the event of death.

-242 Eight plans of coverage are offered. Four of the plans provide "fixed" amounts of life coverage based upon flat monthly premiums. The other four options provide "salary indexed" life benefits which are a multiple of annual salary. Contributions for the salary indexed options are a percent of salary. Benefits may also be selected for eligible dependents. The benefit is decreasing term with no cash or loan value. The program is entirely funded from employee contributions and rates are subject to future group experience.

-243 Employees may enroll within sixty (60) days of initial employment or during a scheduled open enrollment period.

ACCIDENTAL DEATH AND DISMEMBERMENT

-244 The University provides an Accidental Death and Dismemberment option for regular full-time and part-time staff. The benefit is payable, in whole or in part, in the event of accidental death, dismemberment, or loss of sight. Benefit coverage may be selected in varying amounts depending on the plan selected. Accidental Death and Dismemberment may also be selected for eligible dependents in the following manner:

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

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

-245 The program is entirely funded from employee contributions, and rates are subject to future group experience.

-246 Employees may enroll within sixty (60) days of initial employment or during a scheduled open enrollment period.

EXPANDED LIFE PLAN

-247 The University provides an Expanded Life Plan for regular full-time staff. The benefit is payable in the event of death. The benefit is an amount of insurance equal to the employee's base annual salary. The maximum benefit is Fifty Thousand Dollars (\$50,000). The University pays the entire cost of the coverage and no application is necessary. Coverage is automatic and effective the first work day of employment.

TRAVEL ACCIDENT PLAN

-248 The University provides a Travel Accident program for all employees. The benefit is payable in the event of accidental death, dismemberment, or loss of sight while traveling on or off-campus on University business.

-249 The maximum benefit is fifty thousand dollars (\$50,000). The University pays the entire cost of the benefit. Coverage is automatic upon employment and will terminate on the employee's last day of active employment. No conversion is possible.

RETIREE/OVER 65 LIFE PLAN

-250 The University provides a death benefit of two thousand dollars (\$2,000) for regular full-time staff who were insured under the employee-paid life plan prior to July 1, 1976, and have maintained continuous coverage in that program.

-251 Eligible staff shall have a death benefit of two thousand dollars (\$2,000) upon attainment of age sixty-five (65) or at official University retirement, whichever occurs first. The University pays the cost of the benefit. Coverage is automatic once the participation requirements are met.

LONG TERM CARE

-252 The Michigan State University Long-term Care Insurance Plan can help provide protection against the high costs of long-term care that can result from the effects of aging, illness, or a serious accident. This plan is available to all bargaining unit members and their eligible spouses, parents, parents-in-law, grandparents, grandparents-in-law, adult children and siblings. Employee pays entire premium. If coverage is desired, employees must enroll within sixty (60) days after ratification of this Agreement by both parties. Thereafter, if coverage is desired, employees must enroll within sixty (60) days of employment, otherwise an Evidence of Insurability must be completed. Coverage may be selected from different options with maximum day limits.

For more information, or to request an enrollment kit, call the John Hancock Customer Service Center at 800.705.4529, Monday through Friday between 8:30 a.m. and 6:30 p.m.

Eastern Time. The TTY number for hearing impaired is 800.255.1808. Bargaining unit members can log in to eHR and click on the Long-term Care link, or eligible family members can visit <http://msu.jhancock.com>(username:msu;password:my benefit).

ARTICLE 21

LEAVES OF ABSENCE WITH PAY

GENERAL PROVISIONS

-253 The University grants eligible employees leave of absence with pay in accordance with provisions as stated here. The types of leaves of absence with pay are: bereavement leave, holidays, jury duty, military duty, personal leave, sick leave and vacation.

-254 While on leaves of absence with pay, the employee will retain all previously earned benefits, and will continue to accrue vacation and sick leave credits. Compensation will be at the employee's base rate of pay as of the employee's last day of active work. Group insurance benefits and University contributions to benefits programs will continue during leaves of absence with pay.

-255 See sections on benefits for details on types of leaves.

BEREAVEMENT LEAVE

-256 The University grants eligible employees paid time off to attend the funeral and/or make necessary arrangements when a death occurs in the employee's immediate family.

-257 Regular staff working half-time or more are eligible for bereavement leave upon the date of hire, rehire, or change to regular status of half-time or more.

-258 Three (3) consecutive work days in the case of the death of spouse, child, parent, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grand-child, half-brother, half-sister, step-parent, step-child, step-brother, step-sister, or legal guardian.

-259 One (1) day will be allowed in the case of death of an employee's or an employee's spouse's uncle, aunt, nephew, niece, or a member of the employee's household.

-260 Up to two (2) additional days of accrued vacation, personal leave or compensatory time may be used in the case of the death of a member of the employee's household. Should such leave be exhausted, unpaid leave may be used.

-261 The supervisor may require proof of death and relationship to the deceased before approving payment. A maximum of eight (8) hours' pay may be made for each day of absence. Each hour paid to an employee shall be paid at the employee's straight time base rate of pay, and shall not include shift premium or other premium payment. This benefit is payable only to active employees whose absence from work is due solely to the death in the employee's family and will not be paid in lieu of other types of paid leave.

-262 Part-time employees will be paid only for the hours scheduled to work but not worked because of the death.

-263 Allowed bereavement leave may be taken any time during the period including the day of death and the day following the funeral.

-264 The supervisor may grant permission to a reasonable number of employees to attend the funeral or serve as pallbearers for a deceased employee or former employee, without loss of pay.

HOLIDAYS

-265 The University grants eligible employees paid holidays from work with no loss in pay. Regular staff working half-time or more, and temporary staff working half-time or more and scheduled to work receive the following nine (9) days as holidays:

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

-266 Each year the University designates the dates on which the holidays are to be observed. The additional days at Christmas and New Years are observed either before or after the legal holiday.

-267 An employee is eligible for the holiday pay at the date of hire, rehire, or change to regular status of half-time or more. The employee must be on active status at the time the holiday occurs. The benefit is not payable to employees who are on leave of absence without pay, regular Workers' Compensation, layoff or disciplinary action. Holiday pay is not payable if the employee has an unexcused absence on either the day before or the day after the holiday.

-268 A maximum of eight (8) hours' pay may be received for each holiday. Each hour paid to an employee shall be paid at the employee's base rate of pay, and shall not include any other premium payment.

-269 When a holiday falls during an employee's vacation or paid sick leave, the employee will receive holiday pay and no charge will be made to accrued sick leave or vacation time. Part-time employees will be paid only for the hours scheduled to work but not worked because of the holiday. When a holiday falls on an employee's non-work day and no other day is designated by the University, an alternate day off will be given. Time and one-half (1-1/2) is paid for those who are required to perform work with prior approval of their supervisor, on the observance date of the holiday, and not on the calendar date of the holiday, if different. In addition, an alternate day off will be given.

JURY DUTY PAY

-270 The University recognizes the civic responsibility of employees to serve on jury duty and makes provision for eligible employees to perform such duty without loss of pay. Employees who are called to testify pursuant to court-issued subpoenas will receive jury duty pay in that event also.

-271 Benefit begins on date of hire, rehire, or change to regular status of half-time or more. The employee must notify supervision of the call to jury duty as soon as the information is known and must provide proof of the call to jury duty and proof of jury duty pay. The employee is expected to report for regular University duty when temporarily excused from attendance at court. When called to testify, the employee must provide proof of subpoena, and proof of witness fee, or proof that no witness fee was provided.

-272 For each work day of full or partial absence due to jury duty, and provided the employee returns to regular University duty when temporarily excused from attendance at court, the employee will receive the difference in pay between:

Pay received from the court (or witness fees) and,

Regular straight time base pay, excluding shift premium or other premium payment, for the hours absent from work.

-273 If the employee is otherwise eligible for holiday pay, holiday pay may be made if jury duty is interrupted by a legal holiday recognized by the University.

-274 Part-time employees will be paid the difference in pay only for the hours scheduled to work but not worked because of jury duty.

MATERNITY LEAVE

-275 Initially, the employee must submit a letter from a physician giving the projected delivery date. The Office of Human Resource Services will not require further medical documentation covering absences for a pregnancy when they occur within a period of four (4) weeks before the projected delivery date and eight (8) weeks following the delivery date. Beyond these periods, a statement will be required from the employee's physician stating the reasons for the requested leave extension. Leaves associated with pregnancy may be either with or without pay, depending on accumulated sick leave or vacation leave.

MILITARY DUTY PAY

-276 The University recognizes the value of the military reserve and makes provision for eligible employees to attend short term military duty without loss of pay.

-277 The University will pay the difference between the employee's military pay and base pay, if the employee's military pay is less, for up to fifteen (15) calendar days when ordered to active duty for training, and for up to ten (10) additional calendar days, when ordered to active duty for the purpose of handling civil disorders, per fiscal year.

-278 Eligibility begins on date of hire, rehire, or change to regular status of half-time or more. The employee must notify supervision of the call to military duty as soon as the information is known and must provide proof of the call to military duty and proof of military pay.

-279 For each full work day of absence, the employee will receive the difference in pay between:

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

-280 An employee may use accrued vacation time in addition to receiving military duty pay. Part-time employees will be paid the difference in pay between the total military duty pay received and the employee's base pay for the total hours scheduled to work but not worked because of the military duty, if the military duty pay is less.

PERSONAL LEAVE DAYS

-281 The University grants eligible employees paid time off in order to attend to personal matters. Employees on the payroll as of July 1, will be credited with twenty-four (24) hours of personal leave for use during the fiscal year (July 1 - June 30). Employees who are hired, rehired, or change to regular status of half-time or more during the fiscal year will be credited with personal leave as follows:

<u>On the Payroll</u>	<u>Full-Time</u>	<u>3/4 Time</u>	<u>1/2 Time</u>
July 1 - December 31	24	18	12
January 1 - March 31	12	9	6
April 1 - May 31	6	4.5	3
June 1 - June 30	0	0	0

-282 Eligibility begins on date of hire, rehire, or change to regular status of half-time or more. Personal leave days should be approved by the employee's supervisor, in advance if possible. Personal leave is to be taken and reported in one (1) hour increments. A maximum of eight (8) hours' pay may be made for each day of absence; may vary for persons on a flexible appointment. Each hour paid to an employee shall be paid at the

base rate of pay and shall not include shift premium or other premium payment. The employee may use all personal leave days before commencing a leave of absence without pay. Personal leave days may be used to supplement Workers' Compensation up to a maximum of eight (8) hours' total pay for each day of absence. Personal leave days may not be used to provide payment for absence due to disciplinary suspension.

-283 Part-time employees will be paid only for the hours scheduled to work but not worked because of the approved absence. Personal leave credits may not be carried forward to the next fiscal year. No payment for unused personal leave credits will be made when the employee terminates.

SICK LEAVE

GENERAL PROVISIONS

-284 The University grants regular staff working half-time or more and temporary staff working half-time or more, paid time off due to illness. Employees accrue sick leave credits in accordance with the following requirements.

-285 Employees begin earning sick leave credits upon hire or rehire. Full-time employees accrue sick leave at the rate of four (4) hours for each completed two (2) weeks of service (104 hours annually). Service includes work time and "Leave of Absence with Pay" time, but does not include:

Leave of absence without pay.

Regular Workers' Compensation.

Layoff.

Disciplinary suspension.

-286 Sick leave is credited at the end of each month and may be accumulated to a maximum of one thousand four hundred (1,400) hours.

-287 Sick leave with pay may be used for the following reasons:

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

- C. To complete appointments for medical or dental treatment when it is not possible to arrange such appointments for non-duty hours.
- D. An employee may use accrued sick leave credits not to exceed twenty-four (24) hours in a fiscal year for the illness of a member of the immediate family as defined in Paragraph 258 or a member of the employee's household. An additional forty (40) hours may be used for the care of dependent children, spouse or parents or a member of the household who is ill. The total number of hours shall not exceed sixty-four (64).
- E. Illness or incapacity associated with pregnancy (see Maternity Leave Section).

-288 A physician's statement may be required prior to approval of payment of sick leave. Payment of sick leave is authorized in tenths of an hour. Reporting of cumulative sick leave usage is made in full hour increments.

-289 A maximum of eight (8) hours pay may be made for each day of absence; this may vary for persons on a flexible appointment. Each hour paid to an employee shall be paid at the base rate of pay, and shall not include shift premium or other premium payment.

COORDINATION WITH OTHER TYPES OF PAY OR BENEFITS

-290 Employees must utilize any accrued sick leave credits, and optionally may thereafter use vacation and personal leave day credits, prior to being placed on an unpaid leave of absence due to illness/disability.

-291 The University, for cause, may direct an employee to go on sick leave.

-292 Employees may be required to obtain approval from the University physician before returning to work.

-293 Workers' Compensation benefits will be supplemented by accrued sick leave credits as necessary to maintain the employee's total income at an amount equivalent to eight (8) hours of pay at the base rate of pay for each day of absence.

-294 University designated holidays falling within an employee's paid sick leave will not be charged to sick leave.

FULL-TIME/PART-TIME STATUS CONSIDERATIONS

-295 Part-time employees scheduled to work twenty-six (26) hours per week but less than thirty-six (36) shall be credited with seventy-five (75%) percent of the sick leave accruals shown above for full-time employees.

-296 Part-time employees scheduled to work twenty (20) hours per week but less than twenty-six (26) shall be credited with fifty (50%) percent of the sick leave accruals shown above for full-time employees.

-297 Part-time employees will be paid only for the hours scheduled to work but not worked because of the sick leave.

OTHER PROVISIONS

-298 An employee will not receive payment for unused sick leave when terminating, except when retiring as stated below.

-299 Full-time employees meeting the University's minimum retirement requirements shall be paid for fifty (50%) percent of unused sick leave, but not to exceed a maximum of fifty (50%) percent of up to one thousand four hundred (1,400) hours, as of the effective date of retirement.

-300 Full-time employees who do not meet the University's minimum retirement requirements but have at least five (5) years, but less than ten (10) years of continuous service, and have attained sixty-five (65) years of age at the time of separation, shall be paid fifty (50%) percent of unused sick leave as of the effective date of separation.

-301 Full-time employees who do not meet the University's minimum retirement requirements but have at least ten (10) years of continuous service, and have attained sixty-five (65) years of age at the time of separation, shall be paid one hundred (100%) percent of unused sick leave as of the effective date of separation.

VACATION PAY

-302 Accrued Vacation Leave Carryover

Grade Levels Up To and Including 11

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

Grade Levels 12 and Above

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

-303 Employees at grade levels 12 and above will be credited with ninety (90) hours upon employee completion of the first six (6) months of employment. Thereafter, vacation will accrue at the rate of sixteen (16) hours per month.

-304 Employees accrue vacation pay credits at the rate shown above for each completed month of service. Service includes work time and "Leave of Absence with Pay" time, but does not include:

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

USAGE REQUIREMENTS

-305 An employee may take vacation at any time during the year with permission of the supervisor and in accordance with departmental requirements.

-306 Vacation is to be taken and reported in full hour increments.

-307 A maximum of eight (8) hours pay may be made for each day of vacation. May vary for persons on a flexible appointment.

-308 Each hour paid to an employee shall be paid at the base rate of pay, and shall not include shift premium or other premium payments.

-309 University designated holidays falling within the employee's vacation will not be charged to accrued vacation.

-310 While on vacation, an employee may not change usage for time taken for other forms of paid leave except for a documented illness.

-311 The employee will normally use all vacation before commencing a leave of absence without pay, except for sickness or disability.

-312 Vacation may be used to supplement workers' compensation up to a maximum of eight (8) hours total pay for each day of absence.

-313 Part-time employees scheduled to work twenty-six (26) hours per week but less than thirty-six (36) shall be credited with seventy-five (75%) percent of the vacation accruals shown above for full-time employees.

-314 Part-time employees scheduled to work twenty (20) hours per week but less than twenty-six (26) shall be credited with fifty (50%) percent of the vacation accruals shown above for full-time employees.

-315 Part-time employees will be paid only for the hours scheduled to work but not worked because of vacation.

-316 Employees are expected and encouraged to take their annual vacation accrual each year. With supervisory approval, an employee may continue to accrue vacation up to the Special Maximum Accrual shown under the Accrual Schedule section. Further accrual beyond this Special Maximum Accrual is not possible and the employee will receive no further vacation credit for months of service completed until the employee reduces vacation credits.

-317 An employee will receive payment for unused vacation when terminating employment.

ARTICLE 22

EDUCATIONAL PROGRAMS

EDUCATIONAL ASSISTANCE

-318 The University provides assistance to enhance an employee's educational and career development needs and goals for regular full-time and part-time staff.

-319 Purpose

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

TUITION REIMBURSEMENT

-320 Tuition from an accredited educational institution will be waived/reimbursed for up to fourteen (14) semester credits (20 term credits) per MSU academic year upon successful completion of the course(s). Part-time employees shall be eligible for tuition

waiver/reimbursement on a proportional basis. A grade of 2.0 or better (or "CR" - credit) is required for a credit course.

-321 Reimbursement for tuition at other institutions shall be no greater than the MSU resident Lifelong Education rates. Application for educational assistance must be submitted to Human Resource Development prior to the start of classes at the institution where class(es) will be taken. Only fees per credit will be reimbursed.

-322 If the employee is covered by benefits such as scholarship or fellowship aid, government aid, GI benefits, or similar assistance, waiver/reimbursement will be made only for that portion of the tuition which exceeds the amount of those benefits.

RELEASE TIME

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

ELIGIBILITY

-324 The employee becomes eligible upon the completion of twelve (12) full-time equivalent service months prior to the start of the class(es) being applied for. The employee must have permission of his/her supervisor and/or the department/unit administrator.

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

-326 To receive reimbursement for MSU courses, the employee shall submit the completed Educational Assistance form with departmental approval to Human Resource Development. For the waiver to appear as a credit on the first billing by the Office of Fees and Scholarships, the employee must submit the educational assistance form to Human Resource Development at least thirty (30) days prior to the date of the first billing. Applications for educational assistance received after this deadline may result in late fees being assessed by Enrollment Services according to MSU registration policies. Payment of late fees will be the responsibility of the employee.

-327 To receive reimbursement for non-MSU courses, the employee shall submit the completed educational assistance form with departmental approval to Human Resource Development thirty (30) days prior to the start of class and send evidence that he/she has successfully completed the course within fifteen (15) days of the receipt of such evidence.

-328 Tuition waiver/reimbursement for the course(s) will be at the MSU per credit rate (not to exceed fourteen [14] per academic year), plus the MSU Matriculation Fee where applicable. Course and other fees are the responsibility of the employee.

-329 Employees who have had their tuition waived will authorize Human Resource Development to verify completion of approved courses with the Registrar's Office upon application for waiver. In cases where tuition waivers are withdrawn (e.g., terminated employee, non-approved course, unsuccessful completion), the University will attempt to payroll deduct the waived tuition. If the University is unable to make collection through payroll deduction, the Association agrees to be responsible for the outstanding debt(s) up to fourteen (14) credits for each employee.

TUITION WAIVER

-330 Bargaining unit members eligible for educational assistance shall be eligible for a tuition waiver program. This tuition waiver program will be applicable only to those MSU courses enrolled in through the University's on-campus enrollment procedure. As a condition of tuition waiver, an employee must sign an agreement authorizing payroll deduction for the amount of tuition waived to be used in the event she/he does not successfully complete the course(s).

-331 Employees interested in utilizing the tuition waiver program must submit their educational assistance application complete with departmental approval to the Human Resource Development Office thirty (30) days prior to the semester billing date set by the Fees and Scholarships Office. The application must be marked with a request for tuition waiver.

-332 If the above timelines are met and the educational assistance application is approved, the Human Resource Development Office will forward a list of employees eligible for tuition waiver to the Fees and Scholarship Office and to the Association.

-333 Employees will be responsible for all charges in excess of the Matriculation Fee and in excess of fourteen (14) credit hours over the academic year. The Human Resource Development Office 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 the Human Resources Development Office.

-334 Employees who have had their tuition waived will authorize the Human Resource Development Office to verify completion of approved courses with the Registrar's Office upon application for waiver. In cases where tuition waivers are withdrawn (e.g., terminated employee, non-approved course, unsuccessful completion), the University will attempt to payroll deduct the waived tuition. If the University is unable to make collection through payroll deduction, the Union agrees to be responsible for the outstanding debt(s).

NON-CREDIT COURSES

-335 Employees may apply for reimbursement and release time for non-credit courses.

-336 Only job-related non-credit courses which are offered through Human Resources Development, Outreach (e.g., Lifelong Education, Continuing Education, Evening College), MSU Computing and Technology Training Programs, Davenport College, Lansing Community College, and High School Adult Education Programs or other Human Resources Development approved Educational/Training Programs are reimbursable.

-337 Part-time employees with twelve (12) full-time equivalent service months shall be eligible for job-related non-credit courses on a basis proportional to their employment status. Part-time employees shall not be eligible for release time.

-338 Non-credit course reimbursement will not exceed Eight Hundred (\$800.00) Dollars per academic year.

-339 If non-credit courses are taken during the same academic year as credit courses, the total reimbursement will not exceed the MSU resident Lifelong Education rates for up to fourteen (14) credit hours.

-340 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.

COURSE FEE COURTESY POLICY

-341 It is understood by both parties to this Agreement that the Course Fee Courtesy Policy herein described, shall be identical in all respects, except for the time period for eligibility as described below, to the Course Fee Courtesy Policy in effect for MSU faculty as approved by the MSU Board of Trustees.

-342 Any changes or improvements to the faculty program shall be parallel at the same time in the Administrative Professional Supervisory program.

COURSE FEE COURTESY PROGRAM

-343 Dependent children, spouses and qualified same-sex domestic partners of regular full-time employees who have been continuously employed by MSU for a period of sixty (60) full-time equivalent service months, and who are employed prior to the second week of a semester or summer session will be entitled to a course fee courtesy. The course fee courtesy consists of the credit of one-half (1/2) of the applicable resident undergraduate course fees.

-344 Dependent children shall be defined as (a) all legally dependent children of eligible staff; and (b) such children who have eligible staff as their legal guardians.

-345 Dependent spouse shall be defined as the legally recognized spouse of a staff member.

-346 Course fees shall be defined as the amount associated with credit hour enrollment and shall not include the registration fee or such fees, taxes and charges as may be collected for third parties.

-347 The course fee courtesy will be granted through the semester in which the 120th credit is attempted provided the dependent child, spouse or qualified same-sex domestic partner is registered as a student in good academic standing at Michigan State University in a curriculum leading to the first baccalaureate degree or to a certificate in the Agricultural Technology program. For undergraduate students with transferable credits, the course fee courtesy is granted through the semester in which the combination of transferable credits and Michigan State University credits attempted equals 120. The course fee courtesy is available only to students enrolled through the on-campus registration process.

-348 The course fee courtesy for dependent children, spouses and qualified same-sex domestic partner will be discontinued at the conclusion of the semester or summer session at which the employment of the eligible staff member is terminated. If the dependent child, spouse or qualified same-sex domestic partner is enrolled at the time of the eligible staff member's retirement in accordance with the Michigan State University retirement policy, commencement of University long term disability, or death, the course fee courtesy will continue in accordance with the provision contained above.

-349 If the dependent child, spouse or qualified same-sex domestic partner drops courses or withdraws from school during the refund period, any refund applicable to the course fee courtesy will revert to the University.

-350 Dependent children, spouses and qualified same-sex domestic partners of eligible staff on approved leave of absence will be eligible for the course fee courtesy.

-351 This program also covers the surviving dependent children, spouses and qualified same-sex domestic partners of eligible staff and retirees.

-352 Application may be made for the entire undergraduate degree (120 credits attempted), unless the student leaves the University and readmission as a student is required.

-353 Student eligibility is based upon the following criteria:

- A. Student applicants must be admitted or readmitted to Michigan State University in accordance with the normal requirements for admission or readmission.

- B. The student must be enrolled in Agricultural Technology or a degree granting program leading to a first baccalaureate degree (No Preference students are eligible).
- C. Credits attempted must total less than 120. Credits attempted will be calculated by adding to the student's total credits earned (which includes transfer credits, P grades and CR grades) the total of credits for repeated courses and/or for courses in which the student received Deferred, Incomplete, N, No Credit and 0.0.

-354 As a scholarship award the Course Fee Courtesy will be considered in determining eligibility for additional financial assistance for those students who also apply for financial aid at Michigan State University. All eligible student applicants will receive the Course Fee Courtesy. However, if other forms of financial aid have been awarded to attend Michigan State University, the aid will be adjusted to reflect the Course Fee Courtesy. Depending on the types of awarded aid as well as when the Office of Financial Aids is informed of eligibility for the Course Fee Courtesy, the adjustment may be made to awarded grants, loan or work eligibility according to the guidelines of the Office of Financial Aid and the student shall be so informed.

-355 Eligibility for other tuition-specific awards (such as the Michigan Competitive Scholarship, Kodak Scholarship or Engineering Cooperative Award) will reduce the Course Fee Courtesy award so that the awards in combination will not exceed assessed tuition.

-356 If the student drops courses or withdraws from school during the refund period, any refund applicable to the Course Fee Courtesy will revert to the University.

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

-358 Requests for application forms or questions regarding the Course Fee Courtesy Program should be directed to the Benefits Office--353-4434.

ARTICLE 23

RETIREMENT BENEFITS

-359 The University provides a contributory retirement program for regular staff working half-time or more. The benefit provides income during retirement and benefit payments in the event of death prior to retirement. Contributions from the employee and the University are paid into an individual contract between the employee and the eligible vendor.

-360 Employees meeting the minimum retirement requirements will remain eligible to maintain group dental and health plans and receive the Employer's proportional contribution (see "FTE Service Months" language). Retirees are required to enroll in both Parts A and B of Medicare, and pay the required premium when eligible. University coverage will become supplemental to Medicare.

CONTRIBUTIONS

-361 Employee contributions are five (5%) percent and University contributions are ten (10%) percent of the employee's base salary or wage.

-362 The University's contribution is made on a tax-deferral basis, i.e., the employee does not report the University contribution as earned income when filing income tax returns for the calendar year. After retirement, the employee does pay taxes on the amounts received.

-363 An additional portion of the employee's salary may be contributed to a Supplemental Retirement Plan (SRP) by the employee on a tax-deferred basis, through payroll deduction, subject to Internal Revenue Service limitations.

-364 Regular employees are eligible for participation in TIAA-CREF, Fidelity Investments or Vanguard Group in accordance with the following policies:

1. The program is optional to employees at the time of employment or who are over age sixty-two (62) at the time of employment.
2. The program is required as a condition of employment for employees who have attained the age of thirty-five (35).
3. Once required participation commences, it is not possible to withdraw from the University retirement programs while employed at the University.

-365 Employees have a cashability option as described in the Board of Trustees action of February 1, 1991.

ARTICLE 24

WORKERS' COMPENSATION AND DISABILITY

WORKERS' COMPENSATION

-366 A regular full-time employee with ninety (90) days of continuous service who suffers injury compensable under the Workers' Compensation Act shall continue to receive his/her regular rate for time lost during the first seven (7) days not covered by the Workers' Compensation Act, provided he/she follows the instructions of the University physician, and provided he/she returns to work not later than the time recommended by the University physician. In the event of dispute, the medical dispute clause of this Agreement shall apply as regards the settlement of such dispute. Following the first seven (7) days, such seniority employee shall be paid the difference between his/her regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his/her sick leave is exhausted.

-367 Employees who have exhausted their sick leave credits, but are still unable to return to work, may as an option continue to receive their pay against any unused vacation and personal leave credits.

WORKERS' COMPENSATION (LONG TERM)

-368 An employee who is receiving regular Workers' Compensation for a period in excess of six (6) months shall receive, at the Employer's expense, Employee-paid life and health care coverage for the period covered by Workers' Compensation. If it is determined by the Benefits Office that the injured employee will be off work in excess of six (6) months, the above benefit may be implemented upon such determination without requiring premium payments from the affected employee.

EXTENDED DISABILITY LEAVE

-369 The University provides an interim income protection plan for regular full-time staff expected to receive long term disability benefits. The benefit provides full pay as defined in the long term disability master contract, for a period of up to one hundred eighty (180) days from the employee's last day of active work. The benefit commences upon the expiration of all accrued sick, vacation, and personal leave.

-370 Determination of whether a case is expected to result in total disability can sometimes be made by the University designated physician based on information received from the employee's physician and other medical reports. A lack of conclusive medical evidence may delay approval of the extended disability leave on a retroactive basis. In these cases, it is necessary for the employee to maintain benefit payments.

Reimbursement will be made for University contribution amounts upon approval for Extended Disability Leave.

-371 Employees expected to return to work within one hundred eighty (180) days will not qualify for this benefit. Authorization to pay extended disability leave benefits will be made by the Benefits Office. The University pays the cost of the benefit. No application is necessary for enrollment. The benefit becomes effective upon completion of sixty (60) full-time equivalent service months. The benefit terminates on the last day of employment. Conversion of coverage is not possible.

LONG TERM DISABILITY PLAN

-372 The University provides income protection through the long term disability plan for regular full-time staff.

-373 The benefit is payable to employees who become totally disabled as defined in the LTD master contract and are unable to work due to sickness or bodily injury. In addition, the University makes the regular contribution for health care coverage and pays the complete cost for dental and the employee-paid life plan.

-374 The University pays the entire cost of the LTD benefit. Coverage is automatic and becomes effective the first day of the month following or coinciding with completion of twelve (12) full-time equivalent service months. Long term disability coverage will terminate on the employee's last day of active employment.

APPENDIX I

The following classifications and grades are those in effect as of September 1, 2007.

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

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

Date	Grade	Classification Name
12/1/1992	15	A D J B COORDINATOR/FREEDOM OF INFORMATION OFFICER
12/1/2007	16	A N R CHIEF BUDGET AND PERSONNEL OFFICER
12/1/1999	14	ACADEMIC HUMAN RESOURCES MANAGER
10/1/2005	14	ACADEMIC ORIENTATION PROGRAM COORDINATOR/S
1/1/2006	16	ACCOUNTANT CHIEF AND MANAGER OF FINANCIAL REPORTING
12/1/1993	11	ACCOUNTANT I/S
9/1/1994	13	ACCOUNTANT II/S
5/1/2001	10	ADMINISTRATIVE ASSISTANT I/S
4/1/2001	11	ADMINISTRATIVE ASSISTANT II/S
6/1/2000	13	ADMINISTRATIVE ASSISTANT III/S
5/1/2000	14	ADMINISTRATIVE ASSOCIATE I/S
5/1/2000	15	ADMINISTRATIVE ASSOCIATE II/S
6/1/1999	14	ADMISSIONS ASSISTANT DIRECTOR/S
6/1/1999	15	ADMISSIONS ASSOCIATE DIRECTOR
1/1/2004	12	ADMISSIONS COUNSELOR/S
6/1/1999	16	ADMISSIONS SENIOR ASSOCIATE DIRECTOR
6/1/1999	13	ADMISSIONS SENIOR COUNSELOR/S
2/1/1988	14	ADVISEMENT/RECRUITMENT COORDINATOR
11/1/1997	14	ALUMNI PROGRAMS ASSISTANT DIRECTOR/S
2/1/1988	14	ALUMNI/DONOR RECORDS MANAGER
3/1/1995	13	ANATOMY RESOURCES MANAGER
2/1/1988	14	APPLICATIONS & MAINTENANCE PROGRAM MANAGER I
2/1/1988	15	APPLICATIONS & MAINTENANCE PROGRAM MANAGER II
10/1/2004	13	AREA COORDINATOR/RESIDENCE LIFE
12/1/2007	13	ARTIST LEVEL PIANO TECHNICIAN
1/1/1999	15	ASSISTANT TO THE VICE PRESIDENT FOR STUDENT AFFAIRS & SERVICES
1/1/1996	12	ATHLETIC EQUIPMENT SUPERVISOR
9/1/2006	14	ATHLETIC TICKET OFFICE MANAGER
6/1/2006	14	ATHLETIC TRAINER III/S
7/1/2001	12	ATHLETIC TURF MANAGER
3/1/2007	15	AUDIT MANAGER
2/1/2008	13	AUDITOR/INFORMATION SYSTEMS I/S
2/1/2008	13	AUDITOR/INFORMATION SYSTEMS II

Date	Grade	Classification Name
11/1/1995	14	AUTOMOTIVE SERVICES ASSISTANT MANAGER
4/1/1999	13	AUXILIARY SERVICES ASSISTANT MANAGER
1/1/2005	15	AUXILIARY SERVICES ASSOCIATE DIRECTOR
11/26/2001	17	AUXILIARY SERVICES DIRECTOR
10/1/2004	12	BANQUET/CATERING MANAGER
1/1/1998	14	BIOLOGICAL SAFETY OFFICER/S
3/1/1995	11	BOTANICAL TECHNOLOGIST II/S
7/1/2007	14	BRESLIN CENTER ASSOCIATE DIRECTOR
3/1/2006	17	BRESLIN CENTER DIRECTOR
3/1/1989	15	BROADCASTING SERVICES ASSISTANT DIRECTOR/MARKETING & DEVELOPMENT
5/1/2007	14	BROADCASTING SERVICES MARKETING AND COMMUNICATIONS MANAGER
3/1/2003	14	BROADCASTING SERVICES PROGRAM MANAGER
4/1/2000	10	BUYER/S
10/1/2001	15	C E R I ADMINISTRATOR/CAREER SERVICES ASSOCIATE DIRECTOR
5/1/1999	14	CAMPUS CENTER MANAGER
5/1/2004	16	CAMPUS PARK AND PLANNING ASSISTANT DIRECTOR
10/1/1997	12	CARDIOVASCULAR TECHNOLOGIST II
7/1/2003	11	CAREER INFORMATION COORDINATOR/S
10/1/2001	14	CAREER SERVICES ASSISTANT DIRECTOR
8/1/1995	15	CAREER SERVICES ASSISTANT DIRECTOR/RESEARCH
8/1/1993	14	CHEMICAL SAFETY OFFICER
1/1/1991	13	CLIENT SERVICES MANAGER/ BRESLIN CENTER
11/1/2000	14	CLINICAL LABORATORY MANAGER
5/1/1992	13	COLLECTIONS MANAGER/BEAL BOTANICAL GARDEN
9/1/1994	12	COLLECTIONS MANAGER/MICHIGAN STATE UNIVERSITY MUSEUM
12/1/1997	12	COLLEGE ALUMNI COORDINATOR/S
7/1/2007	16	COLLEGE OF AGRICULTURE AND NATURAL RESOURCES COMMUNICATION MANAGER
7/1/2006	15	COLLEGE OF HUMAN MEDICINE OPERATIONS ADMINISTRATOR
12/1/2006	16	COLLEGE OF SOCIAL SCIENCE CHIEF OF STAFF
11/1/2003	12	COMMUNICATIONS MANAGER I/S
11/1/2003	14	COMMUNICATIONS MANAGER II/S
9/1/1990	17	COMPUTER LABORATORY DIVISION MANAGER
7/1/1992	11	COMPUTER SHIFT OPERATIONS SUPERVISOR
9/1/1998	13	CONSORTIUM COORDINATOR I/S
4/1/1997	14	CONSORTIUM COORDINATOR II/S
8/1/1998	15	CONSTRUCTION AND MAINTENANCE ASSISTANT MANAGER
7/1/1992	14	CONSTRUCTION CONTRACT ADMINISTRATOR
6/1/2004	11	CONTRACT AND GRANT ACCOUNTANT/S
4/1/2005	17	CONTRACT AND GRANT ADMINISTRATION ASSISTANT DIRECTOR
3/1/2001	13	CONTRACT AND GRANT ADMINISTRATOR/S
7/1/1992	15	CONTRACTS AND GRANTS MANAGEMENT ANALYST
2/1/2007	12	CONTROLLER ASSISTANT MANAGER/ANALYST/S
1/1/2006	17	CONTROLLER ASSISTANT/ASSOCIATE
11/1/1996	13	CONTROLLER SENIOR ASSISTANT MANAGER/ANALYST/S
7/1/2001	16	COUNSELING CENTER ASSOCIATE DIRECTOR

2/1/2001	14	COUNSELING SERVICES ASSISTANT DIRECTOR
Date	Grade	Classification Name
12/1/1999	13	COWLES HOUSE MANAGER
1/1/2007	11	CULINARY COORDINATOR/S
5/1/2000	11	CURRICULUM ASSISTANT I/S
11/1/1988	10	CUSTODIAL AND MAINTENANCE SUPERVISOR
7/1/1992	12	CUSTODIAL SUPERVISOR
7/1/2005	11	CYTOGENETIC LABORATORY TECHNOLOGIST II/S
10/1/1998	13	DAIRY PLANT MANAGER
1/1/1988	11	DAIRY PLANT OPERATIONS SUPERVISOR
2/1/2006	12	DATA INTEGRITY MANAGER
1/1/1998	13	DATA RESOURCE ANALYST/S
10/1/2003	16	DEPUTY CHIEF OF MANAGEMENT SERVICES BUREAU
11/1/2004	16	DEPUTY CHIEF OF POLICE
8/1/2006	10	DEVELOPMENT ASSISTANT/S
12/1/1993	12	DEVELOPMENT OFFICER I/S
9/1/1996	14	DEVELOPMENT OFFICER II/S
11/1/1997	15	DEVELOPMENT OFFICER III
6/1/2007	17	DEVELOPMENT OFFICER IV
6/1/2005	13	DEVELOPMENT RESEARCH MANAGER
5/1/2007	10	DINING SERVICES ASSISTANT MANAGER
5/1/2007	13	DINING SERVICES COMPLEX MANAGER I
7/1/2007	15	DINING SERVICES COMPLEX MANAGER II
4/1/2006	15	DINING SERVICES COORDINATOR
5/1/2007	11	DINING SERVICES MANAGER I
7/1/1992	14	DISTRIBUTION AND PHOTOGRAPHIC SERVICES ASSISTANT MANAGER
7/1/1992	11	DONOR RECOGNITION COORDINATOR
2/1/2003	14	DONOR RELATIONS MANAGER
3/1/2000	11	EDITOR II/S
6/1/2000	13	EDITOR III/S
10/1/1999	12	EDUCATIONAL PROGRAM COORDINATOR II/S
12/1/1993	13	ELECTRON MICROSCOPIST III/S
10/1/2005	12	ELI BROAD CONFERENCE COORDINATOR/S
2/1/1988	14	EMPLOYEE ASSISTANCE COORDINATOR
11/1/1988	17	ENGINEER V
7/1/1997	12	ENGINEER/ARCHITECT II/S
7/1/1997	14	ENGINEER/ARCHITECT III/S
7/1/1997	16	ENGINEER/ARCHITECT IV/S
12/1/1993	12	ENGINEERING/PHYSICIST ACCELERATOR II/S
12/1/1993	14	ENGINEERING/PHYSICIST ACCELERATOR III/S
5/1/2007	17	ENTERPRISE BUSINESS SYSTEMS PROJECT DIRECTOR/INFORMATION TECHNOLOGY ASSOCIATE DIRECTOR
3/1/2004	14	ENVIRONMENTAL COMPLIANCE OFFICER/S
5/1/1993	14	ENVIRONMENTAL HEALTH/SAFETY SUPERVISOR
6/1/2000	12	EXECUTIVE ASSISTANT
5/1/1999	13	EXECUTIVE CHEF/KELLOGG CENTER
3/1/2001	15	EXECUTIVE DEVELOPMENT CENTER MANAGER
6/1/2000	10	EXECUTIVE SECRETARY II/S

2/1/1995	12	EXECUTIVE SOUS CHEF/KELLOGG CENTER
Date	Grade	Classification Name
6/1/2000	11	EXECUTIVE STAFF ASSISTANT/S
4/1/2005	13	FAMILY RESOURCE CENTER COORDINATOR/S
11/1/2000	12	FARM ASSISTANT MANAGER/S
10/1/2001	13	FARM MANAGER I/S
10/1/2001	14	FARM MANAGER II/S
10/1/2001	15	FARM MANAGER III
8/1/2002	13	FIELD CAREER SERVICES COORDINATOR/S
7/1/2006	17	FINANCE, PERSONNEL AND INFORMATION SYSTEMS MANAGER/PHYSICAL PLANT
6/1/2005	14	FINANCIAL AID ASSISTANT DIRECTOR
11/1/2002	15	FINANCIAL AID ASSOCIATE DIRECTOR
3/1/2000	12	FINANCIAL AID OFFICER II/S
12/1/1993	13	FINANCIAL AID OFFICER III/S
3/1/1999	13	FINANCIAL ANALYST II/S
3/1/1994	14	FOOD AND BEVERAGE MANAGER
6/1/2000	11	FOOD MANAGEMENT DATABASE COORDINATOR/S
2/1/1999	16	FOOD SERVICE COORDINATOR
2/1/1988	13	FOOD STORES ASSISTANT MANAGER
3/1/1999	14	FOOD STORES MANAGER
10/1/2000	14	FOOD STORES PROCUREMENT MANAGER
2/1/1995	9	FOOD SUPERVISOR TRAINEE
3/1/1998	13	GENETICS COUNSELOR/S
11/1/1988	12	GOLF COURSE MAINTENANCE SUPERVISOR
7/1/1998	16	GOLF COURSE MANAGER
2/1/1990	12	GOLF COURSE OPERATIONS MANAGER
12/1/2002	14	GOLF COURSE SUPERINTENDENT
4/1/1996	16	GOVERNMENTAL AFFAIRS RESEARCH/COMMUNICATIONS OFFICER/S
12/1/2000	9	GRAPHIC ARTIST I/S
12/1/2000	11	GRAPHIC ARTIST II/S
3/1/2001	12	GRAPHIC ARTIST III/S
3/1/2004	12	GREENHOUSE MANAGER II/S
11/1/1988	17	GROUPS MAINTENANCE MANAGER
11/1/1988	12	GROUPS SUPERVISOR
3/1/2004	14	HEALTH CARE QUALITY PROJECT COORDINATOR II
2/1/1988	17	HEALTH CENTER ASSOCIATE DIRECTOR
4/1/2006	15	HEALTH CENTER ASSOCIATE DIRECTOR OPERATIONS AND SUPPORT SERVICES
5/1/2001	17	HEALTH CENTER ASSOCIATE DIRECTOR/CLINICAL
1/1/2008	14	HEALTH EDUCATION SERVICE COORDINATOR
12/1/2006	13	HEALTH PHYSICIST II/S
9/1/2003	14	HEALTH PROMOTION SERVICES INTEGRATION COORDINATOR
2/1/2005	10	HISTOLOGY TECHNICIAN III/S
12/1/1993	12	HORTICULTURIST/S
3/1/2005	13	HOUSE MANAGER/PERFORMING ARTS
8/1/1993	10	HOUSEKEEPING SUPERVISOR
7/1/1998	17	HOUSING AND FOOD SERVICE CONSTRUCTION AND MAINTENANCE

		MANAGER
2/1/2002	15	HOUSING AND FOOD SERVICE HUMAN RESOURCES MANAGER
Date	Grade	Classification Name
4/1/2005	14	HOUSING AND FOOD SERVICE OCCUPATIONAL SAFETY COMPLIANCE OFFICER
3/1/2006	16	HOUSING AND FOOD SERVICE SUPPORT SERVICES MANAGER
12/1/1999	16	HOUSING AND FOOD SERVICE SYSTEM MANAGER
9/1/2007	16	HOUSING AND FOOD SERVICES CHIEF FINANCIAL OFFICER
4/1/2006	12	HOUSING AND FOOD SERVICES FACILITIES ASSISTANT MANAGER
6/1/2006	13	HOUSING AND FOOD SERVICES FACILITIES MANAGER I
6/1/2006	15	HOUSING AND FOOD SERVICES FACILITIES MANAGER II
8/1/2006	11	HOUSING AND FOOD SERVICES FACILITIES SUPERVISOR
2/1/2000	15	HOUSING AND FOOD SERVICES MARKETING ADMINISTRATOR
7/1/2001	14	HOUSING FOOD SERVICES CREATIVE SERVICES MANAGER
3/1/2006	15	HOUSING OPERATIONS COMPLEX MANAGER
9/1/1998	12	HUMAN RESOURCES ANALYST/S
1/1/2005	15	HUMAN RESOURCES ASSISTANT DIRECTOR
9/1/2007	15	HUMAN RESOURCES ASSISTANT DIRECTOR/BENEFITS
7/1/1995	15	HUMAN RESOURCES ASSISTANT DIRECTOR/HUMAN RESOURCE DEVELOPMENT
7/1/2006	14	HUMAN RESOURCES MANAGER
7/1/2007	13	INDUSTRIAL HYGIENIST II/S
11/1/1996	12	INFORMATION TECHNOLOGIST I/S
4/1/1999	13	INFORMATION TECHNOLOGIST II/S
11/1/1996	14	INFORMATION TECHNOLOGIST III/S
11/1/1996	15	INFORMATION TECHNOLOGIST IV/S
4/1/2000	16	INFORMATION TECHNOLOGY ASSISTANT DIRECTOR
4/1/2000	17	INFORMATION TECHNOLOGY ASSOCIATE DIRECTOR
4/1/2005	16	INFORMATION TECHNOLOGY/CHIEF INFORMATION OFFICER
8/1/2007	12	INSTITUTIONAL REVIEW BOARD ADMINISTRATOR/S
5/1/2002	14	INSTRUCTIONAL TECHNOLOGY SUPPORT SERVICES MANAGER
8/1/2007	13	INTELLECTUAL PROPERTY OFFICER/S
9/1/2007	14	INTERIOR DESIGN SERVICES MANAGER
5/1/2006	14	INTERNATIONAL BUSINESS CENTER ASSISTANT DIRECTOR
6/1/1995	13	INTERNATIONAL STUDENTS AND SCHOLARS OFFICE ASSISTANT MANAGER
6/1/1995	16	INTERNATIONAL STUDENTS AND SCHOLARS OFFICE MANAGER
8/1/1994	14	INTRAMURAL SPORTS ASSISTANT DIRECTOR/S
7/1/1992	16	INTRAMURAL SPORTS ASSOCIATE DIRECTOR
12/1/2007	16	INVESTMENTS AND FINANCIAL MANAGEMENT ASSOCIATE DIRECTOR
12/1/2001	17	INVESTMENTS AND FINANCIAL MANAGEMENT DIRECTOR
6/1/2006	14	KELLOGG CENTER ASSISTANT MANAGER
1/1/1995	12	KELLOGG CENTER CATERING AND SALES COORDINATOR/S
2/1/1996	13	KELLOGG CENTER ENGINEERING SERVICES MANAGER
4/1/2004	12	KELLOGG CENTER FRONT OFFICE MANAGER
2/1/1993	17	KELLOGG CENTER MANAGER
2/1/2007	14	LABORATORY MANAGER
12/1/1998	10	LABORATORY PREPARATION SUPERVISOR

2/1/2007	12	LABORATORY TECHNOLOGIST SUPERVISOR
11/1/1999	13	LANDSCAPE SERVICES COORDINATOR
3/1/2006	13	LESBIAN, BI, GAY AND TRANSGENDER CONCERNS MANAGER
Date	Grade	Classification Name
3/1/2001	10	LIBRARY ASSISTANT III/S
3/1/2001	12	LIBRARY ASSISTANT IV/S
3/1/2001	13	LIBRARY ASSISTANT V/S
6/1/2005	10	LICENSED PRACTICAL NURSE SUPERVISOR
6/1/1992	17	MAINTENANCE SERVICES MANAGER
7/1/1992	12	MAINTENANCE/REPAIR SUPERVISOR
11/1/1996	14	MANAGEMENT ANALYST/S
1/1/1999	15	MANAGER/CONTROLLER
2/1/2007	10	MARKETING AND SALES ASSISTANT/S
5/1/2000	12	MARKETING AND SALES COORDINATOR/S
11/1/1997	14	MARKETING AND SALES MANAGER/S
1/1/2006	12	MARKETPLACE EXECUTIVE CHEF
5/1/2005	14	MARKETPLACE FOOD SERVICE MANAGER
9/1/1998	13	MEAT LABORATORY MANAGER
11/1/1996	13	MEDICAL LABORATORY MANAGER
7/1/2007	11	MEDICAL RECORDS SERVICE MANAGER
11/1/2000	12	MEDICAL TECHNOLOGIST III
12/1/1997	11	MICROCOMPUTER HARDWARE/SOFTWARE COORDINATOR/S
2/1/1997	15	MINORITY STUDENT AFFAIRS MANAGER
9/1/2007	13	MRI SERVICE MANAGER
5/1/2002	14	MSU HEALTH TEAM COMPLIANCE OFFICER/S
10/1/2006	14	MSU HEALTH TEAM CONTRACT ADMINISTRATOR
12/1/2007	15	MSU HEALTH TEAM OPERATIONS ADMINISTRATOR
10/1/1991	14	MULTICULTURAL DEVELOPMENT COORDINATOR/S
10/1/1997	14	MUNN ARENA MANAGER
11/1/1988	15	NETWORK COMMUNICATIONS MANAGER
11/1/1995	11	NIGHT MANAGER/S
8/1/1998	11	NURSERY SUPERVISOR
7/1/2007	14	OCCUPATIONAL SAFETY COMPLIANCE OFFICER/S
8/1/1989	13	OCCUPATIONAL THERAPIST II
9/1/2007	15	OFFICE OF CLINICAL RESEARCH OPERATIONS ADMINISTRATIVE MANAGER
8/1/1995	16	OFFICE OF PLANNING AND BUDGET ASSISTANT DIRECTOR FOR FACILITIES PLANNING AND SPACE MANAGEMENT
11/1/2007	16	OFFICE OF THE PROVOST BUDGET AND PERSONNEL OFFICER
6/1/2000	10	OFFICE SUPERVISOR I
6/1/2000	11	OFFICE SUPERVISOR II
6/1/2000	12	OFFICE SUPERVISOR III
10/1/1995	12	OPERATIONS AND PRODUCTION ASSISTANT MANAGER
2/1/1988	15	OPERATIONS AND PRODUCTION MANAGER
9/1/1989	10	OPERATIONS SUPERVISOR I
9/1/1989	11	OPERATIONS SUPERVISOR II
9/1/1989	12	OPERATIONS SUPERVISOR III
2/1/1999	14	PERFORMING ARTS ASSISTANT DIRECTOR
6/1/1997	15	PERFORMING ARTS ASSOCIATE DIRECTOR

2/1/1999	13	PEST MANAGEMENT SUPERVISOR
12/1/1993	13	PHARMACIST I/S
2/1/1988	15	PHARMACIST II
Date	Grade	Classification Name
10/1/2005	13	PHYSICAL THERAPIST II
10/1/2005	14	PHYSICAL THERAPIST III
2/1/1988	15	PLANETARIUM MANAGER
10/1/2000	13	PLANNER/INSPECTOR/ANALYST II/S
10/1/1995	14	PLANNER/INSPECTOR/ANALYST III/S
8/1/2000	13	PLANNER/INSPECTOR/ANALYST/HOUSING & FOOD SERVICES/S
1/1/2007	14	PLANNING AND BUDGETS ASSISTANT BUDGET OFFICER/S
6/1/2000	15	POLICE CAPTAIN
8/1/2006	15	POLICE INSPECTOR
2/1/1998	14	POLICE LIEUTENANT
10/1/2000	11	PROCUREMENT COORDINATOR/CONTRACT ADMINISTRATOR I/S
10/1/2000	13	PROCUREMENT COORDINATOR/CONTRACT ADMINISTRATOR II/S
5/1/1997	13	PRODUCER/DIRECTOR OF PHOTOGRAPHY/S
2/1/2000	11	PROGRAMMER ANALYST/S
11/1/2004	11	PROJECT/EVENT COORDINATOR/S
4/1/1993	15	PSYCHOLOGIST II
7/1/1992	15	PUBLIC RELATIONS ASSISTANT DIRECTOR/SPORTS INFORMATION
4/1/2000	12	PURCHASING AGENT/S
7/1/2005	16	PURCHASING MANAGER
1/1/2007	14	QUALITY MANAGEMENT ADMINISTRATOR/S
7/1/1991	14	RADIATION SAFETY OFFICER
11/1/1988	17	RADIATION/CHEMICAL/BIOLOGICAL SAFETY MANAGER
5/1/2005	15	RADIO STATION MANAGER
7/1/1992	14	RADIO STATION PROGRAM MANAGER
7/1/1992	15	RADIOLOGIC COMPUTER SYSTEMS MANAGER
11/1/1988	13	RADIOLOGY SERVICE MANAGER
4/1/1999	14	RECYCLING & REFUSE COORDINATOR
9/1/2004	12	REGISTRAR ASSISTANT SUPERVISOR
10/1/2004	15	REGISTRAR ASSOCIATE
3/1/2006	16	REGISTRAR SENIOR ASSOCIATE
2/1/1993	14	REGISTRAR SYSTEMS MANAGER
3/1/1990	14	REHABILITATION CLINIC COORDINATOR
2/1/2001	11	RESEARCH ASSISTANT I/S
2/1/2001	12	RESEARCH ASSISTANT II/S
2/1/2001	13	RESEARCH ASSISTANT III/S
4/1/1999	12	RESEARCH BIOCONTAINMENT FACILITY COORDINATOR
4/1/2000	13	RESEARCH BIOCONTAINMENT FACILITY ENGINEER/S
5/1/2006	13	RESEARCH QUALITY ASSURANCE OFFICER/S
7/1/2006	12	RESEARCH/INSTRUCTIONAL EQUIPMENT TECHNOLOGIST II/S
11/1/1988	12	RESIDENCE HALL ASSISTANT MANAGER
8/1/2002	14	RESIDENCE HALL MANAGER I
7/1/1992	15	RESIDENCE HALL MANAGER II
4/1/2003	15	RESIDENCE LIFE ASSOCIATE DIRECTOR
10/1/2003	15	RESIDENCE LIFE/ASSISTANT DIRECTOR/S

12/1/2001	16	RISK MANAGEMENT AND INSURANCE ASSISTANT DIRECTOR
12/1/2001	17	RISK MANAGEMENT AND INSURANCE DIRECTOR
10/1/1999	13	SAFE PLACE MANAGER
Date	Grade	Classification Name
7/1/1992	13	SCIENTIFIC INSTRUMENT FACILITY SUPERVISOR
12/1/2001	15	SENIOR COMMUNICATIONS MANAGER/S
3/1/2006	15	SENIOR CONTRACT AND GRANT ADMINISTRATOR
4/1/2007	13	SENIOR HUMAN RESOURCES PROFESSIONAL I/S
2/1/2007	14	SENIOR HUMAN RESOURCES PROFESSIONAL II/S
10/1/2006	14	SENIOR PURCHASING AGENT/S
10/1/1999	14	SERVICE LEARNING CENTER ASSISTANT DIRECTOR
7/1/1999	11	SERVICE MANAGER I
7/1/1999	12	SERVICE MANAGER II
7/1/1999	13	SERVICE MANAGER III
7/1/1999	15	SERVICE MANAGER IV
7/1/1999	16	SERVICE MANAGER V
1/1/2005	13	SEXUAL ASSAULT SAFETY PROGRAM COORDINATOR/S
2/1/2001	14	SKILLED TRADES SUPERVISOR
3/1/2002	12	SOUS CHEF
6/1/2003	13	SPEECH THERAPIST II
12/1/1993	16	STAFF PHYSICIAN/S
7/1/1992	13	STERILIZATION UNIT SUPERVISOR
7/1/1992	14	STUDENT EMPLOYMENT ASSISTANT DIRECTOR
9/1/2003	11	STUDENT EMPLOYMENT COORDINATOR/S
10/1/1997	14	STUDENT LIFE ASSISTANT DIRECTOR/S
1/1/2001	15	STUDENT LIFE MANAGER
10/1/2002	10	STUDENT SERVICES ASSISTANT I/S
5/1/1996	12	STUDENT SERVICES ASSISTANT II/S
7/1/2000	14	STUDENT SERVICES COORDINATOR/S
7/1/1997	13	STUDENT-ATHLETE LIFE SKILLS/ACADEMIC CENTER MANAGER
1/1/2007	15	STUDY ABROAD ASSOCIATE DIRECTOR
1/1/2007	13	STUDY ABROAD PROGRAM ADMINISTRATOR/S
1/1/2007	12	STUDY ABROAD PROGRAM COORDINATOR/S
10/1/2007	14	STUDY ABROAD TRAVEL SECURITY ADMINISTRATOR/S
12/1/1993	12	SYSTEMS ANALYST I/S
12/1/1993	13	SYSTEMS ANALYST II/S
6/1/1999	14	SYSTEMS ANALYST III/S
12/1/1993	13	SYSTEMS PROGRAMMER II/S
12/1/1993	14	SYSTEMS PROGRAMMER III/S
8/1/1989	15	TECHNICAL FACILITIES MANAGER/BRESLIN CENTER
2/1/1988	14	TECHNICAL FACILITIES MANAGER/PERFORMING ARTS
10/1/2007	16	TECHNICAL SERVICES CHIEF ENGINEER
12/1/1993	13	TELECOMMUNICATIONS OPERATIONS MANAGER/S
2/1/2007	15	TELECOMMUNICATIONS PRODUCTION/OPERATIONS MANAGER
6/1/1998	15	TELECOMMUNICATIONS SENIOR PRODUCER
1/1/1988	17	TELECOMMUNICATIONS SYSTEMS MANAGER
7/1/1990	15	TELECOMMUNICATIONS TECHNICAL SERVICES MANAGER
12/1/1993	13	TELEVISION ASSISTANT PROGRAM MANAGER/S

9/1/1999	13	TELEVISION PRODUCER/DIRECTOR I/S
11/1/1998	14	TELEVISION PRODUCER/DIRECTOR II/S
2/1/2007	15	TELEVISION STATION MANAGER
Date	Grade	Classification Name
10/1/2004	12	TENNIS FACILITY MANAGER
2/1/1996	13	TESTING SERVICES MANAGER
9/1/2006	12	TICKET OFFICE ASSOCIATE MANAGER
9/1/2004	13	TICKET OFFICE MANAGER
3/1/2000	12	TRAINING PROGRAM DEVELOPER III/S
2/1/1988	17	UNION AND BOOKSTORE MANAGER
2/1/2002	14	UNION ASSOCIATE MANAGER
11/1/2002	12	UNIT HUMAN RESOURCES ADMINISTRATOR/S
9/1/1997	10	UNIT HUMAN RESOURCES COORDINATOR/S
4/1/1998	14	UNIT INFORMATION SYSTEMS MANAGER/S
5/1/1996	14	UNIVERSITY APARTMENTS ASSISTANT MANAGER
3/1/2006	15	UNIVERSITY APARTMENTS MANAGER
10/1/2006	14	UNIVERSITY CURRICULUM ADMINISTRATOR
10/1/2007	11	UNIVERSITY DEVELOPMENT RESEARCH COORDINATOR
2/1/2007	10	UNIVERSITY DEVELOPMENT RESEARCHER/S
3/1/2006	14	UNIVERSITY HOUSING ASSIGNMENT MANAGER
1/1/1997	17	UNIVERSITY HOUSING ASSOCIATE DIRECTOR
12/11/2001	12	UNIVERSITY HOUSING CONFERENCE COORDINATOR/S
1/1/2005	14	UNIVERSITY HOUSING MANAGER CONFERENCE SERVICES
7/1/1997	13	UNIVERSITY LICENSING PROGRAMS MANAGER
7/1/2006	15	UNIVERSITY POLICE SUPPORT UNIT ADMINISTRATOR
10/1/1997	11	UNIVERSITY PRESS EDITOR/S
10/1/2007	15	UNIVERSITY RELATIONS ASSISTANT DIRECTOR/S
2/1/2003	16	UNIVERSITY RELATIONS ASSOCIATE DIRECTOR
9/1/2003	14	UNIVERSITY RELATIONS MULTIMEDIA SERVICES MANAGER
1/30/2008	13	UNIVERSITY TRAVEL MANAGER
11/1/1988	12	VETERINARY LABORATORY TECHNOLOGIST III
12/1/1990	12	VETERINARY TECHNICIAN III
10/1/1994	14	VOCATIONAL REHABILITATION COUNSELOR II

MICHIGAN STATE
UNIVERSITY

**Letter of Agreement
Between
Michigan State University
The Employer,
and
Michigan State University Administrative-Professional
Supervisors Association**

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

1. For the purposes of Overtime, employees classified as

Custodial Supervisor - located within the Physical Plant Division

Skilled Trades Supervisor - located within the Physical Plant Division

Golf Course Maintenance Supervisor - located within Grounds Department

Grounds Supervisor - located within Grounds Department

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

shall be eligible for overtime consideration as follows:

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



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

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

For the purpose of computing overtime, all hours paid will be considered time worked. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

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

2. In certain emergency or unusual situations, consideration may be given for overtime pay to those employees who are called to render special services not usually a part of their regular duties or responsibilities. In those cases, it will be necessary to obtain the

approval of the administrative head and the Director of Human Resources Services before authorizing overtime pay. Application of this provision is at the sole discretion of the employer.

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

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

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

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

Disputes regarding this provision to be raised in special conference.

Lieutenants shall be paid Shift Differential in accordance with the current Overtime Policy now in effect in the Department of Police and Public Safety.

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

6. This Letter of Agreement will remain in effect until September 30, 2011, for employees within classifications specifically identified above. Additions, deletions, or modifications may be made with the mutual agreement of the parties.

FOR THE UNIVERSITY

FOR THE ASSOCIATION

Scott Sowulewski, Director
Employee Relations

Michael Gardner, Interim President
MSUAPSA

Date: _____

Date: _____

MICHIGAN STATE
UNIVERSITY

**Letter of Understanding
Between
Michigan State University,
The Employer,
and
Michigan State University Administrative-Professional
Supervisors Association**

The Employer will honor employee requests for payroll deductions to be used for an employee paid vision care program selected by the Association.

The Association shall reimburse the Employer for all costs attendant to the administration of payroll deductions for vision care.

FOR THE UNIVERSITY

FOR THE ASSOCIATION

Scott Sowulewski, Director
Employee Relations

Michael Gardner, Interim President
MSUAPSA



Date: _____ *

Date: _____ *

*Modified by date only

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**Letter of Understanding
Between
Michigan State University,
The Employer,
and
Michigan State University Administrative-Professional
Supervisors Association**

During the term of the October 1, 2007, through September 30, 2011, Agreement, the following changes will apply to Article 29, Jury Duty Pay:

1. 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.
2. 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.

This Letter of Agreement shall expire at 11:59 p.m. on September 30, 2011, unless mutually reaffirmed by the parties.



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FOR THE UNIVERSITY

FOR THE ASSOCIATION

Scott Sowulewski, Director
Employee Relations

Michael Gardner, Interim President
MSUAPSA

Date: _____ *

Date: _____ *

* Modified by date only

MICHIGAN STATE
UNIVERSITY

**Letter of Understanding
Between
Michigan State University,
The Employer,
and
Michigan State University Administrative-Professional
Supervisors Association**

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

1. The Employer and the Association shall continue to meet and confer through their respective committees (four [4] representatives of the Employer and four [4] representatives of the Association) on at least a quarterly basis to deal with matters of mutual interest, such as but not limited to, grievances, merit pay allotments, hours of employment, conditions of work, and quality of work life to increase job satisfaction, problem-solving and decision making.
2. The parties shall present an agenda to each other at least two (2) weeks in advance of the meetings and official minutes of the meetings inclusive of agreements and items addressed will be kept and distributed to the committee members. Emergency items may be added at the request of either party.
3. This Letter of Agreement will remain in effect until September 30, 2011, and may be modified with the mutual agreement of the parties.



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FOR THE UNIVERSITY

FOR THE ASSOCIATION

Scott Sowulewski, Director
Employee Relations

Michael Gardner, Interim President
MSUAPSA

Date: _____

Date: _____

MICHIGAN STATE
UNIVERSITY

**Letter of Understanding
Between
Michigan State University
The Employer,
and
Michigan State University Administrative-Professional
Supervisors Association,
The Association**

As a result of discussions between the parties, the following is hereby agreed to:

1. The Employer and the Association agree to meet and confer through their respective committees commencing on or about June 15, 2008, concerning the implementation of reimbursement procedures for cell phones.
2. The Employer and Association may agree to defer the June 15, 2008, meeting until substantial information is obtainable from the respective University Departments to fully appraise the parties as to the extent of the implementation of these reimbursement procedures for cell phones.

FOR THE UNIVERSITY

FOR THE ASSOCIATION



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Scott Sowulewski, Director
Employee Relations

Michael Gardner, Interim President
MSUAPSA

Date: _____

Date: _____

MICHIGAN STATE
UNIVERSITY

**Letter of Understanding
Between
Michigan State University
The Employer,
And
Michigan State University Administrative-Professional
Supervisors Association,
The Association**

As a result of discussions between the parties, the following is hereby agreed to:

1. The parties agree to meet and confer regarding: A) split shifts; and B) eight (8) hours between shifts.
2. It is the intent of the parties that during normal operations the University will work to maintain work standards that avoid regular reliance on scheduled daily split shifts, regardless of whether the schedule is the result of the Employer's actions or an Employee's request. Should a claim be made by the Employer that normally scheduled split shifts are a business necessity, the parties will meet and confer to discuss the business reasons to implement or continue split shifts.
3. It is the intent of the parties that during normal operations the University will work to maintain work standards that allow for a minimum of eight (8) hours between scheduled work shifts, regardless of whether the schedule is the result of the Employer's actions or an Employee's request.
4. When necessary the parties will explore alternative options to split shifts and fewer than eight (8) hours between work shifts.
5. The parties recognize that trading shifts in a flexible working environment may be desirable and acceptable.
6. This Letter of Agreement will remain in effect until September 30, 2011, and may be modified with the mutual agreement of the parties.



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FOR THE UNIVERSITY

FOR THE ASSOCIATION

Scott Sowulewski, Director
Employee Relations

Michael Gardner, Interim President
MSUAPSA

Date: _____

Date: _____

APSA MERIT PAY GUIDELINES October 1997

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

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

Step One

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

- results achieved,
- behaviors that relate to organizational success (e.g. teamwork, creativity, initiative, innovation – see Performance Development Program form for others)
- overall productivity and work quality

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

Step Two

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

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

- using flat dollar increase amounts (rather than percentages)
- recognizing performance/achievements of work teams.

Step Three

Determine merit pay allocations. It is important to understand that regardless of the approach used, actual allocations will not be based on a fixed formula, since numerous factors are appropriately taken into consideration or affect merit allocations, including:

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

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

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

Step Four

Communicate with each employee about the specific reasons for his/her merit allocation.

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

Revised September 2006

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