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TABLE OF CONTENTS

Article	Title	Page No.
1	Agreement.....	2-3
2	Definition of Terms.....	4-6
3	Recognition.....	6-7
4	Fair Employment Practices.....	7
5	Probationary and Temporary Employees.....	7-9
6	Uniforms.....	9
7	Working Hours.....	9-11
8	Compensation Schedule.....	11-13
9	Overtime.....	14-15
10	Absences.....	15
11	Leaves of Absence with Pay.....	16-23
12	Leaves of Absence without Pay.....	23-26
13	Benefit Plans.....	26-31
14	Educational Assistance Programs.....	32-37
15	No Content.....	37
16	Retirement Benefit Programs.....	37-40
17	Filling Vacant Positions.....	40-46
18	Layoffs.....	46-50
19	Workers' Compensation.....	50-51
20	Seniority.....	51-52
21	Official Personnel Folder(s).....	52-53
22	Disciplinary Action, Suspension, Termination.....	53-54
23	Grievance Procedure.....	55-60
24	Communications.....	60-61
25	Representation and Released Time.....	61-63
26	Union Security.....	63-65
27	Union Rights and Responsibilities.....	65-66
28	Rights of the Employer.....	66
29	No-Strike, No-Interference, and No-Lockout.....	67
30	Scope of the Agreement.....	67-68
31	Safety.....	68
32	Employee Assistance Program.....	68
33	Flexible Appointments.....	69-72

Appendices

I	Maternity Leave.....	73
II	Job Titles and Grades.....	74-76
III	Letters of Agreement.....	77-83
	Index.....	84-88

AGREEMENT

- I. This Agreement is made by and between the Board of Trustees of Michigan State University and the Clerical-Technical Union of Michigan State University and shall be effective from and after April 1, 2003 until and including March 31, 2007, with respect to all provisions of this Agreement except as specifically noted.
- II. The purpose of this Agreement is to set forth terms and conditions of employment, to establish the machinery for collective bargaining, and to promote orderly and productive relations between Michigan State University and its employees with the expectation that its implementation will enhance the ability of the University to serve its constituents.
- III. To the above end, it is the intent of the parties to abide by the terms of this Agreement at all times.

CTU

MSU

Barbara A. Reeves, President

Dr. Fred Poston, Vice President
Finance and Operations

Debra J. Bittner, Vice President

Pamela S. Beemer, Asst. Vice Pres
Human Resources

Patricia J. Talbot, Secretary

Samuel A. Baker, Director
Office of Employee Relations

Walter R. Peebles, Treasurer

Kristine Hynes, Director
Human Resource Services

Mark Bitman, Director

Virginia Angell, Associate Registrar
Enrollment Services

Jack Foland, Director

Carole S. Armstrong, Associate Director
Human Resources, Library

Nancy Gray, Director

James Artabasy, Manager
ANR Human Resources

Beth A. King, Director

Somnath Chatterjee, Director
Instructional Media Center

Jeanette M. Robertson, Director

Dr. Willie Reed, Director
Animal Health Diagnostic Lab

Karen K. Van Atta, Director

Arlene Sierra, Specialist
Radiology

Duferia A. White, Director

Carlos Ray
Assistant Personnel Administrator
Housing & Food Services

John Klusinske
Contract Administrator

Daniel J. McNeil
Contract Administrator

Bradley T. Raymond
Chief Negotiator

ARTICLE 2

DEFINITION OF TERMS

- I. Whenever the words University or Employer appear in this Agreement, they shall mean Michigan State University.
- II. Whenever the letters CTU of MSU or the word Union appear in this Agreement, they shall mean Clerical-Technical Union of Michigan State University.
- III. Promotion shall be considered the movement of an employee to a higher grade level.
- IV. A transfer shall be considered the lateral movement of an employee within the same grade level where there is no reduction of pay.
- V. Demotion
 - A. A voluntary demotion shall be considered the movement of an employee at her/his option to a lower grade level which may or may not provide a decrease in salary.
 - B. An involuntary demotion shall be considered the movement of an employee to a lower grade level and salary as determined by the Employer.
- VI. 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 articles contained in this Agreement.
- VII. Hours of Employment Status
 - A. Full-Time Employee - an employee who regularly works from 36 hours to 40 hours per week.
 - B. Three-Quarter-Time Employee - an employee who regularly works 26 hours per week but less than 36 hours per week.
 - C. Half-Time Employee - an employee who regularly works 20 hours but less than 26 hours per week.
 - D. Flexible Employee -- Full-time active employment for 9, 10, or 11 months per year with a prescheduled unpaid leave of absence with some benefits during the flex leave.

VIII. Proportional Benefits

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%

IX. Standby is a situation in which an off-duty bargaining unit employee is officially advised and scheduled by her/his supervisor to be available to return to work during a specified period of time.

X. Full-Time Equivalent (FTE) Service Months

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

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

- a) 1.00 credit per month for full-time (90% - 100%) employees
- b) .75 credit per month for 3/4 time (65% - 89.9%) employees
- c) .50 credit per month for 1/2 time (50% - 64.9%) employees

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

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

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

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

FTE SERVICE MONTHS

	<u>1/2 Contribution</u> (50%-64.9%)	<u>3/4 contribution</u> (65%-89.9%)	<u>Full Contribution</u> (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 the following FTE service month ranges to determine her/his health and dental contribution during retirement.

FTE SERVICE MONTHS

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

- XI. The term “department” as used in Articles 17 and 18 of this Agreement shall mean a structural unit which is established by the University and shared with the Union.

ARTICLE 3

RECOGNITION

- I. Pursuant to and in accordance with all applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment for employees within the bargaining unit.
- II. The bargaining unit consists of all regular clerical and technical employees of Michigan State University whether salaried or hourly paid but excluding those clerical and technical employees who are regularly employed less than one-half (1/2) time or temporarily employed less than one-half (1/2) time or less than 90 days or designated as assigned off-campus outside of the city limits of Lansing and East Lansing, also employees classified as administrative professional or health professionals, employees in recognized union or Association units, student employees, confidential employees, supervisory and executive employees, and all other hourly paid and salaried employees.
- III. The University agrees that it shall respect the Union's jurisdiction as described in this article. In the event any University department or portion of any department employing members of

the Union's bargaining unit is reorganized or relocated, the following conditions shall prevail:

1. The University shall not unlawfully discriminate against bargaining unit employees in assigning or transferring personnel to facilities affected by a reorganization or relocation.
2. The University shall not create, sponsor or enter into any agreement with any other employer where the purpose of such transaction is to evade or circumvent the provisions of the Union's contract.
3. The University shall at all times treat a relocated department or portion of a department as covered by the Union's contract in the event bargaining unit employees or work is assigned at the new location as a result of the relocation where such new location or relocation is within the limits of Lansing and East Lansing.
4. In the event such new location or relocation is outside the limits of Lansing or East Lansing, the Union reserves the right to seek a determination from the Michigan Employment Relations Commission concerning the bargaining unit placement, if any, for each relocated position.

ARTICLE 4

FAIR EMPLOYMENT PRACTICES

- I. The Employer and the Union are committed to a policy of non-discrimination on the basis of race, color, sex, religion, creed, national origin, age, political persuasion, sexual orientation, marital status, and handicap.
- II. The parties are mutually committed to promoting respect, civility, teamwork and empowerment in the work place.

ARTICLE 5

PROBATIONARY AND TEMPORARY EMPLOYEES

I. PROBATIONARY EMPLOYEES

- A. New full-time employees shall be considered as probationary employees for the first 1040 working hours of their continuous employment. New three-quarter time employees shall be considered as probationary employees for the first 780 hours of actual work. New half-time employees shall be considered as probationary employees for the first 520 hours of actual work. When an employee successfully completes the probationary period, she/he shall be entered on the seniority list and shall rank for

seniority from the date of hire. There shall be no seniority among probationary employees.

- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours and other conditions of employment, but not for discharge or discipline.
- C. Before a probationary employee can be separated, she/he must be advised of her/his deficiencies in work performance or in conduct sufficiently in advance of the decision to terminate in order to allow the probationary employee reasonable time to improve.
- D. Following the successful completion of the probationary period, the employee shall receive a dated copy of her/his evaluation placed in the Official Personnel Folders.

II. TEMPORARY EMPLOYEES

- A. Employees filling temporary jobs lasting less than one hundred twenty (120) calendar days shall not be members of the bargaining unit. These jobs need not be filled pursuant to the provisions of Article 17. There shall be no seniority for persons employed in temporary jobs lasting fewer than one hundred twenty (120) calendar days. One hundred twenty (120) day temporary jobs may be extended, upon written notification to the Union prior to the end of the initial one hundred twenty (120) calendar day appointment, for up to sixty (60) additional calendar days, or longer with mutual agreement between the Union and the Employer.
- B. Employees filling temporary jobs lasting more than one hundred twenty (120) calendar days shall become members of the bargaining unit, provided that there shall be no seniority or rights of recall. Upon entering the bargaining unit, employees filling temporary jobs shall receive at least the minimum pay for grade level 03, holiday pay, and shall comply with the provisions of Article 26.
- C. At the time when any temporary position is being filled, the temporary employee and the Union will be advised as to the anticipated date certain for the position's termination. A temporary appointment shall not be extended beyond one hundred eighty (180) calendar days except by mutual agreement or when a temporary employee fills the position of a regular employee on leave of absence pursuant to Article 11.V.C.8., in which case the temporary employment may continue during the period of the leave of absence. If employment continues beyond one hundred eighty (180) calendar days, employees shall begin to accrue vacation and sick leave. Except for the benefits provided for herein, temporary employees shall receive no other considerations.
- D. Successive temporary appointments to perform the same job shall not be used to circumvent the provisions of this Agreement.

- E. Should a temporary employee enter the bargaining unit and successfully complete a probationary period, she/he shall be given seniority retroactive to her/his original employment date if there has been no unapproved break in service and the employee has worked at least twenty (20) hours per week.

ARTICLE 6

UNIFORMS

Employees may be required to wear uniforms for purposes of safety, health, or identification. If prescribed by the employing department, these uniforms will be supplied to the employee and maintained by the University. Employees may supply and maintain their own uniforms, if the uniforms meet Employer specifications.

ARTICLE 7

WORKING HOURS

I. General Provisions

A. Work Week

1. The normal work week for full-time employees shall consist of five (5) 8-hour days, exclusive of lunch periods, followed by two (2) consecutive days off. Office hours are normally from 8 a.m. until 5 p.m.
 2. A different schedule of hours and staggered shifts may be maintained in some departments.
- B. In seven (7) day or twenty-four (24) hour operations, the work week may vary from that of other employees.
 - C. Operating units will be permitted to schedule less than one (1) hour lunch periods when this is the normal operating schedule of the bargaining unit employees of the operating unit.
 - D. Other operating units will be permitted to schedule less than one (1) hour lunch periods for individual employees by mutual agreement between the employee and the operating unit supervisor.
 - E. Operating units shall maintain a work schedule for bargaining unit employees. The schedule shall be established at least one (1) working day prior to the employee's consecutive days off.

- F. In health-care delivery facilities where biweekly work schedules of eighty (80) hours are maintained, schedules shall also be established at least one (1) working day prior to the employee's consecutive day(s) off.
- G. When an employee's schedule is altered without sufficient notice, the employee shall be paid at the overtime rate for hours worked outside the original schedule.

II. Shift Hours

- A. The first shift is any shift that regularly starts at or after 5 a.m. but before 1 p.m.
- B. The second shift is any shift that regularly starts at or after 1 p.m. but before 9 p.m.
- C. The third shift is any shift that regularly starts at or after 9 p.m. but before 5 a.m.

III. Shift Differential

- A. Full-time employees who work on the second or third shift shall receive, in addition to their regular pay, forty (40) cents per hour on the second shift and fifty (50) cents per hour on the third shift. Such differential is to be added to the total wages and does not increase the base rate of pay.
- B. Part-time employees who work after 5 p.m., but before 9 p.m., shall receive a shift premium of forty (40) cents per hour. Part-time employees who work after 9 p.m., but before 5 a.m., shall receive a shift premium of fifty (50) cents per hour. Shift premium will be paid for the actual hours worked on a shift.

IV. Rest Periods

- A. Employees are permitted a rest period away from their work stations not to exceed 15 minutes during each half-day (4 hours) of work. Rest periods are scheduled by the supervisor and are to be taken at a time and in a manner that does not interfere with the efficiency of the work unit.
- B. The rest period is intended to be a recess which is preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.
- C. An employee whose primary work assignment is VDT operation shall be encouraged to take a fifteen (15) minute rest period each half day.

V. Reduction in Hours

In the event of the need for reduction in hours in a department, the department shall honor the principle of seniority in determining which employee(s) within the affected classification(s) will be subject to the hours reduction, provided the employee(s) can perform the work.

VI. Employees may propose and departments may approve flexible or alternative work schedules that meet the operational needs of the department, do not generate overtime, do not impinge on other employees' contractual rights to use benefit time off and do not impinge on equal opportunity for flexible or alternative work schedules. The decision to approve or disapprove such requests shall be in the discretion of the Employer.

ARTICLE 8

COMPENSATION SCHEDULE

I. Employees on the payroll as of the following effective dates shall receive salary increases as follows:

A. Effective April 1, 2003, employees shall receive a 1.75% general wage increase.

B. Effective April 1, 2004, April 1, 2005, and April 1, 2006 wage increases will be based on the Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations, which was separately ratified and signed by the Clerical-Technical Union of MSU.

II. Rate Schedule

<u>Effective April 1, 2003</u>	<u>Minimum</u>	<u>Progression</u> <u>Maximum</u>
Grade Level 3	\$ 8.98	\$11.24
4	\$ 9.49	\$11.86
5	\$10.10	\$12.63
6	\$10.92	\$13.63
7	\$11.78	\$14.72
8	\$12.72	\$15.89
9	\$13.75	\$17.18
10	\$14.86	\$18.54
11	\$16.03	\$20.01
12	\$17.31	\$21.64
13	\$18.70	\$23.36

III. Anniversary Date

- A. Employees entering the bargaining unit prior to October 1, 1983, shall retain their current anniversary date.
- B. Employees entering the bargaining unit on or after October 1, 1983, shall have the first of the month following their bargaining unit date as their anniversary date.

IV. Wage Progression

- A. Effective October 1, 1988, the wage progression from minimum to maximum shall be three (3) percent per year (or more based on performance in the sole discretion of the Employer) above current earnings.
- B. Wage progression increases shall be provided at one (1) year intervals on the employee's anniversary date.
- C. Progression increments will not be provided to an employee in excess of the maximum of her/his grade level.
- D. The progression program can be suspended for an employee if her/his most recent performance evaluation indicates that she/he does not meet or exceed expectations.

PROVIDED:

- 1. A performance improvement plan is put in place and is completed within the performance improvement plan period (90 days).
- 2. At the end of the performance improvement plan period the employee will receive the progression increment, effective with the beginning of the pay period nearest the end of the performance improvement plan period, unless the employee has been reevaluated and still does not meet or exceed expectations.
- 3. If at the end of the completed performance improvement plan the employee has been reevaluated and still does not meet or exceed expectations, then she/he shall be ineligible to receive a progression increment for the entire year, provided that any disputes concerning the employee's rating shall commence at Step Two of the grievance procedure and, in the event the employee's unsatisfactory performance rating is overturned in the grievance procedure, she/he shall receive the progression increment retroactive to her/his anniversary date.

V. Work at a Higher-Rated Job

An employee who is temporarily assigned to a job in a higher grade to perform the usual duties and responsibilities of the job for ten (10) working days or more shall be paid an additional eight dollars (\$8.00) per working day.

VI. New Classifications and Rates

The rates for new classifications shall be in conformity with the rates for positions of similar kind or class. When a new classification is created, the pay rates for the new classification shall be fixed by the University and the Union shall be consulted prior to posting.

VII. Promotions

- A. An employee promoted one (1) grade level shall receive a five (5) percent salary increase.
- B. An employee promoted two (2) or more grade levels shall receive a ten (10) percent salary increase.

VIII. Merit Increases

An employee may receive an increase for merit or other reasons deemed appropriate by the University.

IX. Foreign Language Proficiency

Where verbal or written proficiency in a recognized foreign language is a substantial requirement for a position, the employee will have a minimum of 5% of her/his base rate of pay premium added to her/his base rate of pay. This premium may exceed the grade level maximum. Where an employee leaves the position with the language proficiency requirement, or the requirement is eliminated, the premium will be removed from the employee's rate of pay. This premium will be effective on or after the date of this agreement for those employees who can demonstrate that a bonafide language proficiency requirement exists for their positions (if such premium was not a previously included factor in determining their present bases).

X. Pay Schedule

Employees will be paid biweekly.

ARTICLE 9

OVERTIME

I. General Provisions

- A. The Employer and the Union recognize that on occasion it may be necessary for employees to work overtime. The Union agrees to cooperate with the Employer when these occasions arise.
- B. An employee shall be given as much advance notice of overtime as practicable.
- C. All overtime shall be divided as evenly as practicable within the same department and classification.
- D. An employee required to work before or after her/his scheduled beginning time and ending time shall be paid at the prescribed overtime rate unless the schedule is mutually altered.
- E. Schedules shall not be altered for the purposes of preventing payment of overtime. If mutually agreed, equivalent time off may be scheduled within the workweek. However, if scheduled outside the work week, compensatory time shall be taken at time and one-half.

II. Overtime Rates

- A. Overtime pay shall be computed at one and one-half (1 1/2) times the employee's base rate of pay.
- B. Overtime pay shall be given for any hours worked, including paid leaves, in excess of forty (40) hours in a work week, except in a facility which is a hospital or institution primarily engaged in the care of the sick, the aged or the mentally ill or impaired who reside on the premises where biweekly work schedules of eighty (80) hours are maintained. Overtime pay shall be given for any hours worked in excess of eight (8) hours in a day or eighty (80) in a biweekly period, whichever is the greater number of hours.
- C. Overtime pay shall not be paid more than once for the same time worked.

III. Call-in-Pay

- A. An employee reporting for emergency duty at the Employer's request for work which she/he had not been notified of in advance and which is outside of and not continuous

with her/his regular work period shall be guaranteed at least three (3) hours' pay at the rate of time and one-half.

- B. When no work is available for an employee who reports for scheduled work, she/he will receive three (3) hours' pay at her/his regular straight time rate.

IV. Standby

Employees assigned and scheduled to "standby" status shall be paid one (1) hour of pay at straight time or its equivalent in compensatory time (by mutual agreement) for every eight (8) hours scheduled standby. Employees assigned to standby status are required to be available for duty by leaving word at their homes or with their supervisors where they can be reached by phone and be in a position to return to work immediately when called. Upon return to work, such employees will not be eligible for call-in-pay as provided in Article 9, III., but shall be paid for the actual time worked at the rate of time and one-half, or a minimum of two (2) hours, whichever is greater.

ARTICLE 10

ABSENCES

- I. When absent from work, the employee must make a reasonable effort to notify her/his supervisor of the reason at the beginning of her/his shift. If the absence is to continue beyond the first day, the employee must notify the supervisor on a daily basis unless otherwise arranged and specifically approved by the supervisor. Failure to comply with this provision for three (3) consecutive work days is a voluntary termination.
- II. Absences with pay must be charged to personal leave, accrued vacation, or sick leave, whichever is appropriate. However, time off without pay not to exceed ten (10) working days in each fiscal year may be granted by the supervisor without affecting accrued vacation time or personal leave credits. For absences without pay exceeding ten (10) consecutive work days, see Article 12.
- III. Absences due to transportation problems or to inclement weather when the University is not officially closed will require the use of either personal leave or vacation time.

ARTICLE 11

LEAVES OF ABSENCE WITH PAY

I. General Provisions

Leaves of absence with pay shall be granted to employees in the bargaining unit as provided below.

- A. An employee shall accrue sick leave credits and vacation credits during a leave of absence with pay, and her/his benefits shall continue for the duration of the leave.
- B. All requests for leaves of absence shall be made initially with the employee's immediate supervisor and shall be subject to the approval of the unit administrator and the Office of Human Resource Services.
- C. All leave time must be taken in tenths of an hour and will be reported in full hour increments. Requests to use sick leave in tenths of an hour shall be subject to the approval of the department.
- D. Paid leave will be counted as continuous time worked for benefits and for computation of overtime.

II. Vacation Eligibility

The following schedule shows the monthly vacation accruals for full-time employees. (For part-time employees see Article 2, Proportional Benefits.) Vacation time is credited at the end of each month.

A. Service Months	Accrual	Annual Accrual	Special* Maximum Accrual
Completion of 6 months	48 hours		
7 th month through 60 th month	8 hours per month	96 hours	120 hours
61 st month through 120 th month	12 hours per month	144 hours	180 hours
121 st month	16 hours per month	192 hours	225 hours

*Employees are expected to take their annual accrual each year. When this is not feasible, they may make special arrangements with their departmental administrators to accrue additional time, but the accrual cannot exceed the special maximum amount shown.

B. There shall be no vacation accrual in the following situations:

1. During an approved leave of absence without pay.
2. While on Regular Workers' Compensation.
3. During an extended military leave of absence (credit for service months is granted).
4. During a vacation period preceding termination.
5. Beyond the "Special Maximum Accrual."
6. While on layoff.

C. Method of Scheduling Vacation Days

1. The Employer is responsible for keeping the records of each employee's vacation account up to date. Upon request and within a reasonable period of time, the employee shall be informed of the number of vacation credits remaining in her/his account.
2. An employee may use her/his accumulated vacation leave at any time during the calendar year with permission of the supervisor(s). Said vacation to be scheduled as follows:
 - a. The employee may request, in writing, a vacation period more than 60 days prior to the time that vacation period is scheduled to commence. In the event that an employee makes such a request, the department or division shall have 30 days either to grant or deny the employee's requested vacation period. If the department or division does not act either to grant or deny the vacation period within 30 days, the employee shall be entitled to take her/his on the date requested. Once granted, a department or a division may modify an employee's vacation period due to unanticipated circumstances. If the department or division denies the employee her/his requested vacation period, the employee may then reapply for the scheduling of another vacation period.
 - b. The employee may request, in writing, a vacation period 60 days prior to the time that vacation period is to commence. In the event that an employee makes such a request, the department or division shall have 30 days either to

grant or deny the employee's requested vacation period. If the department or division does not act either to grant or deny the vacation period within 30 days, the employee shall be entitled to take her/his vacation on the date requested. If the department or division denies the employee her/his requested vacation period, the employee may then reapply for the scheduling of another vacation period.

- c. Employees who request vacation with less than 60 days' notice to the department or division will take their vacation periods at a time mutually agreed upon by the employee and the department or division.

D. Other Provisions

1. Employees will receive their base rates of pay during vacation.
2. Vacation credits shall not be waived by an employee and additional pay received for working those days.
3. If any of the holidays stipulated in this Agreement should occur during an employee's scheduled vacation, she/he should receive one (1) additional vacation day for each holiday.
4. If any employee experiences illness or accident during her/his vacation and is hospitalized or presents a physician's statement satisfactory to the Employer that she/he was under the care of a physician, she/he may submit an amended Report of Absence charging the vacation credits to her/his sick leave account.
5. An employee shall be allowed to use accrued vacation credits as sick leave or personal leave days when her/his sick leave or personal leave accounts are exhausted.
6. If an employee is laid off, retired, or terminated for any reason, she/he shall be paid for any accrued vacation credits, except as provided in Article 18.III.

III. Holiday(s)

A. Schedule

April 2003 - March 2004

Memorial Day	May 26
Independence Day	July 4
Labor Day	September 1
Thanksgiving	November 27
Thanksgiving	November 28
Christmas	December 25
Christmas	December 26
New Year's	January 1
New Year's	January 2

April 2004 - March 2005

Memorial Day	May 31
Independence Day	July 5
Labor Day	September 6
Thanksgiving	November 25
Thanksgiving	November 26
Christmas	December 24
Christmas	December 27
New Year's	December 31
New Year's	January 3

April 2005 - March 2006

Memorial Day	May 30
Independence Day	July 4
Labor Day	September 5
Thanksgiving	November 24
Thanksgiving	November 25
Christmas	December 23
Christmas	December 26
New Year's	December 30
New Year's	January 2

April 2006 – March 2007

Memorial Day	May 29
Independence Day	July 4
Labor Day	September 4
Thanksgiving	November 23
Thanksgiving	November 24
Christmas	December 25
Christmas	December 26
New Year's	January 1
New Year's	January 2

- B. Employees who are required to work on any University designated holiday shall be paid at a rate of one and one-half (1 1/2) times their base rate of pay plus holiday pay or, by mutual agreement, may be given compensatory time off at one and one-half (1 1/2) times the number of hours worked plus holiday pay.
- C. An employee who is on vacation or sickness and disability leave with pay when a University designated holiday occurs will be paid for the holiday and no charge will be made against accrued vacation or sick leave credits.
- D. There will be no holiday pay when:
1. A holiday falls during a vacation period preceding termination (except when an employee is retiring).

2. The employee is on a leave of absence without pay, on layoff, or on Regular Workers' Compensation.
3. An employee is absent on an unpaid leave the day before or the day after the holiday(s) unless her/his absence is excused.

IV. Personal Leave Day(s)

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

<u>Employed on</u>	<u>Hours</u>
July 1 through December 31	24
January 1 through March 31	12
April 1 through May 31	6
June 1 through June 30	0

No carryover of unused personal leave credits from one fiscal year to another shall be allowed.

V. Sickness and Disability Leave with Pay

A. Full-time employees accrue leave credits at the rate of four (4) hours for each two (2) weeks of service. Leave credits may be accumulated to a maximum of 1200 hours.

B. Usage

Sickness and Disability Leave with Pay may be used for the following purposes:

1. Personal illness or incapacity over which the employee has no reasonable control which prohibits the performance of the duties of the job. (For maternity leaves, see Appendix I.)
2. 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.
3. To complete appointments for medical or dental care when it is not practicable to arrange such appointments for non-duty hours.
4. 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 under Article 11.VII.A.2) or member of the household. An additional forty

(40) hours may be used for the care of dependent children, spouse or parents. The total number of hours shall not exceed sixty-four (64).

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

C. Other Sickness and Disability Leave with Pay Provisions

1. The Employer, for cause, may direct an employee to go on leave.
2. Employees using leave during periods that include scheduled holidays will be paid their base pay for these holidays and will not be charged for a day of leave.
3. Employees who have exhausted their leave credits, but are still unable to return to work, may continue to receive their pay against unused vacation credits.
4. Employees returning to work may be required to obtain the approval of the University Physician before reporting to the job.
5. An employee may be required to provide a statement from a physician or psychologist, or a sworn affidavit, before the payment of sick leave is approved. This provision shall not be arbitrarily invoked.
6. Employees must notify their supervisor when they are unable to report for work. (See section entitled "Absence.")
7. Employees on paid sick leave shall retain return rights to their positions.
8. A position temporarily vacated due to an employee's being granted leave of absence with return rights may be filled by non-bargaining unit employees for the duration of such leave. Employees filling positions on this basis do not receive seniority rights, but shall be subject to Article 5.II.B.

D. Sickness and Disability Leave - Retirement Provisions

1. Employees meeting the minimum University retirement requirements as defined in Article 16 shall be paid for fifty (50) percent of unused sick leave, not to exceed a maximum of fifty (50) percent of eleven hundred (1,100) hours, as of the effective date of separation.
2. An employee who does not meet the minimum University retirement but has at least five (5) years, but less than ten (10) years of continuous service and has attained 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. An employee who does not

meet the definition of University retirement but has at least ten (10) years of continuous service and has attained 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, not to exceed a maximum of eleven hundred (1,100) hours.

VI. Extended Disability Leave

A. Regular full-time employees with at least sixty (60) continuous FTE service months are eligible for extended disability leaves.

B. Usage

1. In cases which are expected to result in total disability lasting one hundred eighty (180) days or more, as defined in the LTD master contract, eligible employees will be granted extended paid disability leave for up to one hundred eighty (180) days from last day worked. This leave will include the aggregate of accumulated sick, vacation and personal leave time credits to the extent these benefits have been accrued by the employee.
2. The aggregate of all paid leave credits, when used for total disability, shall be exhausted before the LTD program begins, however, in no case will LTD benefits begin sooner than one hundred eighty (180) days from the date of disability.

VII. Funeral Leave

Regular employees will receive funeral leave with pay to make necessary arrangements when a death occurs in the immediate family.

A. Time Allowed

1. One (1) day in the case of the death of the employee's or spouse's uncle, aunt, nephew or niece, or member of the employee's household. For the purpose of this Article "aunt" shall include the uncle's wife, and "uncle" shall include the aunt's husband.
2. Up to three (3) 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, grandchild, half-brother, half-sister, stepparent, stepchild, stepbrother, or stepsister or same-sex domestic partner as provided for in the Board of Trustee resolution dated September 8, 1997.

B. Other Funeral Leave Provisions

1. Funeral leave may be taken during the period including the day of death and the day following the funeral, but shall not exceed three (3) days.
2. Additional time, if required, may be granted in accordance with other leave policies.

VIII. Jury Duty

Regular employees who are called to serve on jury duty or to testify pursuant to court-issued subpoena will be compensated for the difference between pay for the jury duty and their base pay. An employee is expected to report for regular University duty when temporarily excused from attendance at court.

ARTICLE 12

LEAVES OF ABSENCE WITHOUT PAY

I. Leaves of Absence Without Pay Exceeding 10 Days

A. Eligibility

Regular employees who have completed probation are eligible for all categories of unpaid leave of absence. Regular employees who have completed 520 working hours of service but not probation are eligible for unpaid leaves of absence due to 1) sickness and disability 2) parental 3) child care and 4) other reasons deemed appropriate by the Employer.

B. Usage

Eligible employees, with the approval of their supervisors and the Office of Human Resource Services, may be authorized to take unpaid leave for up to a maximum of two (2) years for the following:

1. Sickness and disability.
2. Settlement of an estate.
3. Serious illness of a member of the employee's family as defined under the Funeral Leave provisions of this Agreement.
4. Employees who become parents of or who adopt a child shall be entitled to parental or adoption leave of up to three (3) months to commence on or before the date of birth or the date of adoption as determined by the employee.
5. Child care when the employee is the parent or designated guardian.

- a. Parent or guardian must provide evidence that the child needs special care.
 - b. Evidence demonstrating that only the parent or guardian can deliver this special care.
 - c. Such special care would require absence from work.
6. Governmental service, if elected to a full-time term of office and if holding an elective office. Subsequent elections shall extend this leave.
 7. Educational leave after two (2) years of employment. If requested by either party, grievances over this paragraph will be settled by expedited arbitration.
 8. To accompany spouse when spouse accepts University reassignment from MSU.
 9. Extended vacation after five (5) years of employment.
 10. Other reasons deemed appropriate by the Employer.
- C. All leaves of absence without pay shall be granted without loss of seniority. Contractual benefits or rights accumulated by an employee prior to the effective date of the leave shall be carried forward and credited to the employee upon her/his return.
- D. Except as specifically provided for in Section III.B, no payments of any kind shall be made to or for an employee on any leave of absence without pay.
- E. Except as specifically provided for in any of the following provisions, employees shall accrue neither sick leave credits nor vacation credits while on leaves of absence without pay, nor shall they have benefits continued for them for the duration of such leaves. The Employer shall allow an employee on a leave of absence without pay to continue benefit plans for which she/he is eligible and enrolled through the Employer's benefit plans, provided the employee is responsible for all premium payments.
- F. All requests for leaves of absence without pay shall be made initially with the employee's immediate supervisor.
- G. The Union shall be notified of all leaves of absence without pay granted to members of the bargaining unit.
- H. Employees who intend to return to work before the termination of their leaves shall give reasonable notice to the Director of Human Resource Services before returning.

II. Returning from Leave of Absence Without Pay Exceeding 10 Days

A. Sickness and Disability

1. For sickness and disability leave of absence without pay, for a period of up to three (3) months, including any absence covered by sick or vacation leave, the employee's position shall not be considered as having been vacated and the employee shall be entitled to return to the position held at the commencement of the leave. However, in those departments which have additional positions in the same classification, performing the same or similar responsibilities, an employee returning from leave may be assigned to any of those positions which are vacant.
2. For a period in excess of three (3) months and up to a maximum of two (2) years, the employee shall have preference as defined in Article 17, Filling Vacant Positions, in filling her/his position or an equivalent position that is vacant or will become vacant.

B. All Other Leaves of Absence Without Pay Exceeding 10 Days

1. When a leave of absence without pay is granted immediately following a leave of absence for illness, paid or unpaid, one (1) additional month with return rights to the position shall be granted.
2. For all other leaves of absence without pay, for a period of up to one (1) month, the employee's position shall not be considered as having been vacated, and the employee shall be entitled to return to the position held at the commencement of the leave. For a period in excess of one (1) month and up to a maximum of two (2) years, the employee shall have preference, as defined in Article 17, Filling Vacant Positions, in filling her/his position or an equivalent position that is vacant or will become vacant.

C. A position temporarily vacated due to an employee's being granted leave of absence with return rights may be filled by non-bargaining unit employees for the duration of such leave. Employees filling positions on this basis do not receive seniority rights, but shall be subject to Article 5.II.B.

D. When an employee returns from leave, she/he shall receive all contractual wage increases granted during her/his absence.

III. Military Leave

A. Extended Service

Upon application, a military leave of absence without pay will be granted to employees of the unit. This applies to employees who are inducted through Selective Service or voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States.

B. Short Tours of Duty

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

ARTICLE 13

BENEFIT PLANS

The following sections are for understanding and clarification of the plans offered. Individual policies, certificates or brochures are provided at the time of employment or enrollment. Additional copies and complete detailed information concerning the benefit and retirement plans may be obtained from the Benefits office.

I. Optional Plans

Participation in the following benefit plans is optional, and eligible employees are covered if written application for benefits takes place within 60 days of employment, during a scheduled Open Enrollment. Employee premiums, if any, are taken one (1) month in advance by payroll deduction.

A. Health Care Coverage

Health care programs for the life of this Agreement are subject to the 2002 Memorandum of Understanding between Michigan State University and the MSU Coalition of Labor Organizations (MSU/Coalition Memorandum) separately ratified and signed by the Clerical-Technical Union of Michigan State University.

1. Prescription Drug

- A. Prescription drug benefits shall, effective July 1, 1998, be provided to employees represented by the Union, regardless of the University health plan in which they are enrolled, under a program administered by Caremark or other administrator(s) as may be agreed to.
- B. The prescription drug program implemented pursuant to the agreement shall be as specified in the MSU/Coalition Memorandum.
- C. The premiums for the prescription drug program shall be borne fully by the University for full-time employees and proportionately for part-time employees.

2. Base and Optional Programs

- A. Subject to the MSU/Coalition Memorandum, the BCBS/PPO and PHP/HMO shall continue to be offered to employees. The University's contribution toward the cost of either program shall be the amount of the program having the lower rates in each plan year. This will be known as the base plan. In each of the aforementioned plan years, the cost of the base plan shall be borne fully by the University for full-time employees and proportionately for part-time employees (in accordance with the conditions for part-time employees set forth below). Employees electing to enroll under a plan other than the base plan will receive the applicable University single, two-person or family base plan contribution toward the optional plan cost, with the difference, if any, payable by the employee through payroll deduction.
- B. Health Plan Contribution for Part-time Staff
 - (i.) Subject to the MSU/Coalition Memorandum, part-time staff will continue to receive a proportional University monthly contribution for health insurance based on the single, two-person or family premium for the base plan, and the employee will pay the remaining premium through payroll deduction.
 - (ii.) Employees who are employed by the University by 6/30/98, and who are or become part-time, will be eligible to apply for a special dispensation to the University part-time contribution, as defined in the MSU/Coalition Memorandum.
 - (iii.) To qualify and apply for the hardship University part-time contribution, part-time employees are to submit justification satisfactory to the Benefits Office. An employee who falsifies any information will be

responsible for making the University whole for its health care expenditures on his/her behalf.

3. Coverage for Married Couples and Same Sex Domestic Partners

A married couple or same-sex domestic partnership must elect one of the options contained in the MSU/Coalition Memorandum.

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

B. Employee-Paid Life Plan

1. If coverage is desired, the University will make available to employees an Employee-Paid Life Plan. The plan is entirely funded from employee premiums and rates are subject to future group experience. The plan is decreasing term coverage with no cash or loan value. Employees may select coverage under one option: either salary indexed or fixed benefit. Benefits may also be selected for eligible dependents.
2. Participation in the program is optional. However, if enrollment does not take place within sixty (60) days of employment, the employee forfeits the right to participate at a later time without submitting satisfactory evidence of insurability.

C. Accidental Death and Dismemberment (AD&D)

1. If coverage is desired, employees must enroll for Accidental Death and Dismemberment coverage within sixty (60) days of their employment date or during a scheduled Open Enrollment.
2. Coverage may be selected for the employee and the family if desired.

II. Automatic Benefits

Participation in the following plans (when eligible) is automatic and at no cost to the employee.

A. Long-Term Disability Plan

1. A University paid long-term disability plan shall be provided for all regular full-time employees with at least twelve (12) FTE service months.
2. After a 180 day disability waiting period the long-term disability program provides for a continuation of the monthly wage equal to sixty (60) percent of the monthly

base salary, up to a maximum monthly benefit of \$3,000 (including any offsets stipulated by the carrier; e.g., benefits from Social Security or Workers' Compensation). The long-term disability program includes a three (3) percent cost of living rider and a \$50 per month minimum benefit.

3. Additionally, the LTD program shall pay the employee's normal contribution and the University's contribution to the TIAA-CREF retirement program.
4. Benefits are payable to age 65 if disability commences prior to age 60; payable for 5 years if disability begins between age 60 and 65 and for 12 months if disability begins after age 68 1/2. The LTD program shall include a three (3) percent cost of living rider and a \$50 per month minimum benefit.
5. The employee should contact the Benefits office for information as soon as it appears that the employee may be off work for 180 days or more.

B. Travel Accident Insurance

The Employer provides Travel Accident Insurance for employees while traveling on University business or an approved activity on or off campus. This coverage provides accidental death and dismemberment insurance in the principal amount of \$50,000.

C. Expanded Life Plan

1. The Employer will provide a fully-paid life plan to all regular full-time employees at the time of hire. Coverage is equal to one times the annual salary (hourly rate times 2,080) up to a maximum of \$50,000. Once eligibility for this benefit is established by the requirements described above, the benefit will be maintained proportionately.
2. Accrued vacation and compensatory time are in addition to the Expanded Life Insurance payment.
3. Accrued sick leave hours shall be paid to the beneficiaries of employees who are vested for retirement, as defined in Article 16.VI., at the time of death, in the amount provided for in Article 11.V. D.1.
4. There shall be no payment for accrued Personal Leave.

5. The employee may designate a beneficiary if desired. If none is designated, the life insurance benefit payment shall be made to the beneficiary under the group life program if the employee is enrolled; otherwise, payment shall be made in one sum to the survivors in the first surviving class of those that follow: Your A) spouse; B) children; C) parents; or D) brothers and sisters. If none, survivor's payment will be made in one sum to your estate .

D. Dental Care Coverage

1. A dental plan will be provided to all regular full-time employees and part-time employees on a proportional basis (see Article 2, Section VIII).
2. Fees for the below mentioned services will be covered on a usual, customary, and reasonable basis with a fifty (50) percent co-payment.
 - a. Basic diagnostic, preventative, emergency palliative, restorative, oral surgery, endodontics, periodontics, and prosthodontics subject to a \$600 annual maximum per individual.
 - b. Orthodontics subject to a \$600 lifetime maximum per individual.
3. The dental program benefits will be provided consistent with the carrier's conditions and procedures.
4. Regular employees will have the option to select the managed dental care plan currently being offered. The cost of the managed care dental plan must be no greater than the traditional dental plan cost. The parties and the other bargaining units will meet on an annual basis to review the performance of the managed care dental plan. Information concerning the plan will be available through the Benefits Office.

III. Break in Service

A. Leave of Absence with Pay

If the employee's pay is being continued by the use of sick leave or vacation time, the normal premiums will continue to be deducted and the Employer will make its normal contribution toward the cost of hospitalization, dental insurance, and retirement.

B. Leave of Absence Without Pay

An employee granted an approved leave of absence without pay may continue in force all of the optional benefit plans by making the full contribution. Coverage may be continued by making cash payments for as long as the approved leave lasts. Payments

for benefits to be kept in force should be made directly to Michigan State University and sent to the Benefits office no later than the first day of the month for which the payment is due. If benefits are not maintained, it will be necessary for the employee to contact the Benefits office within 31 days of return to active status to re-enroll in lapsed coverages or wait for an Open Enrollment period before coverages can be reinstated. Payments covering retirement may be made directly to base retirement plans or may be totally suspended during the period of leave.

C. Layoff

1. While the employee is on layoff and collecting unemployment compensation, the Employer will make its normal contribution toward the cost of the health care coverage premium for two (2) months beyond the month of separation due to layoff. Dental coverage contribution is provided for up to twenty-four (24) months of layoff status.
2. While on layoff, the employee may maintain the optional benefits by paying the full premium costs.

D. Termination

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

1. Health plan coverage, including prescription drug coverage, Employee Paid Life and Accidental Death and Dismemberment (AD&D) 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. The Long-Term Disability, Expanded Life, and Travel Accident coverages cease on the last day of active employment.
3. Dental plan coverage ceases at the end of the month in which the employee is terminated.
4. Employee-Paid Life and Expanded Life Plans may be converted, if desired, by contacting the company involved within 31 days.
5. In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA), 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. Within 31 days after COBRA eligibility ceases, the basic health plan may be converted to a direct pay plan by contacting the company involved. A conversion option is not available for the prescription drug coverage.

ARTICLE 14

EDUCATIONAL ASSISTANCE PROGRAMS

I. General Provision for Educational Assistance

A. Eligibility

Full-time employees who meet the following provisions may apply for the Educational Assistance Program. Part-time employees are eligible on a proportional basis of their employment status.

1. Twelve (12) continuous FTE service months with the University are required by the day classes begin at the institution.
2. Admission as a student to the educational institution where the course(s) is/are to be taken.
3. Recommendation by the employee's department administrator or designee and approval by Human Resource Development as to job relatedness as defined in the accompanying guidelines.
4. Submission of the appropriate application for approval to the department administrator or designee within the required deadlines. In the event the approved course(s) are unavailable at the time of registration, other appropriate course(s) may be substituted and the application amended, subject to the recommendation of the department administrator or designee and approval by Human Resource Development. For those employees seeking tuition waiver see Section II.B.2. for different time submission requirements to obtain approval.

B. Guidelines for Educational Assistance Program

1. Purpose

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 promotability to higher level jobs which are available within the University.

2. Determination of Job Relatedness

Courses, either with or without credit, are considered "job-related" when any of one (1) of the following primary goals is met:

- a. To improve skills and/or update the technology involved in the present work assignment;
- b. To provide knowledge, skills, and understandings which relate to more responsible, higher level University positions to which the employee may reasonably aspire;
- c. To complete the requirements for a high school diploma;
- d. To enhance basic skills in written and/or oral communications and/or mathematics;
- e. 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;
- f. To enroll in a college degree program in which the entire curriculum is designed to lead to more responsible University positions to which the employee may reasonably aspire; or
- g. 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.

3. Accredited Institutions

Course offerings are expected to be from those institutions accredited by generally recognized accrediting agencies and/or are listed in the Education Directory of the U.S. Department of Education. In addition, institutions approved under such government training programs as the G.I. Bill of Rights will also be recognized.

4. Employer Initiated Education and/or Training

- a. In-service training and/or education may be required by the Employer for such purposes as informing employees of University procedures, improving the basic skills of employees, introducing new techniques or skills necessary to perform ongoing responsibilities, and the like. When employee participation in such programs is initiated by the Employer, it would not be subject to the provisions contained in the Educational Assistance Program.

However, when the employee initiates the request to participate in such programs, provisions of the Educational Assistance Program, Article 14, will apply.

- b. Employees and the Union will be encouraged to communicate in-service training needs and concerns to the Employer.

C. Released Time

When a course is not available during non-working hours, the employee may request released time with pay not to exceed five (5) hours per week to attend class. The department administrator or designee shall determine whether unit functions will allow such released time to be granted.

Exceptions to the five (5) hours per week released time for an employee to take a credit course offered during summer semester may be approved by the department administrator or designee and Human Resource Development. When course-related materials are not available during non-working hours, the employee may request released time with pay not to exceed five (5) hours per week if it is shown that released time is required to satisfactorily complete the course. Total released time for both course and related materials shall not exceed five (5) hours per week.

- II. Except as specifically provided below, all general provisions of Educational Assistance apply.

A. Tuition Reimbursement for Non-MSU Credit Courses

1. Approved applications for tuition reimbursement for non-MSU credit courses must be submitted to Human Resource Development 30 days prior to the scheduled starting date of classes at the institution. A grade of 2.0 or better is required for credit course to receive reimbursement.
2. The employee shall provide Human Resource Development with evidence that she/he has successfully completed non-credit and non-MSU credit courses, proof of course costs (itemized statement, invoice or receipt) for non-credit courses, and her/his Educational Assistance application within 15 working days of receipt of grades or successful course completion. A grade of 2.0 is required for credit courses, to receive reimbursement.

3. The Employer shall pay for approved course(s) which are successfully completed on the following basis:
 - a. For credit courses, the tuition fee up to the MSU graduate level rate per credit taken, not to exceed 14 semester credits per academic year.
 - b. Registration/matriculation fees, course fees, lab fees, books and other course materials charged by non-MSU institutions are the responsibility of the student.
4. All employees applying for reimbursement under guidelines, Section I.B.2.b.e.g, must complete a “Career Objective Information” form. Once an accurate form is on record in Human Resource Development, it need only be revised in the event of a change in her/his career objective.
5. The University shall disapprove elective courses which are not directly related to an employee’s current job assignment, the employee’s next MSU career objective, or a requirement of a degree program.
6. If an employee is covered by benefits such as scholarship or fellowship aid, government aid, G.I. Bill Benefits, or similar assistance, payment will be made only for that portion of the tuition fee which exceeds the amount of those benefits.

B. Tuition Waiver for MSU Credit Courses

ALL MSU CREDIT COURSES ARE PROCESSED THROUGH TUITION WAIVER.

1. CTU bargaining unit members who are eligible for educational assistance shall be eligible for a tuition waiver program. This tuition waiver program will be applicable only to those MSU courses enrolled in through the University’s standard registration procedure. As a condition of tuition waiver, an employee must sign an agreement authorizing payroll deduction for the amount of tuition waived to be used in the event she/he does not successfully complete the course(s).
2. Employees interested in utilizing the tuition waiver program must submit their educational assistance application complete with department recommendation to Human Resource Development 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 wavier.
3. If the above timelines are met and the educational assistance application is approved, Human Resource Development will forward a list of employees eligible for tuition waiver to the Fees and Scholarships Office and to the Union.

4. At registration, approved employees should contact the Scholarship Desk. The tuition waiver amount will be reflected on the registration bill. Employees will be responsible for all charges in excess of the Matriculation Fee and in excess of fourteen (14) credit hours per academic year. 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 recommendation of the department administrator or designee and approval by Human Resource Development. Employees must provide an amended Educational Assistance application to Human Resource Development.
5. Employees who have had their tuition waived will authorize Human Resource Development to verify completion of approved courses with Enrollment Services upon application for the 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).
6. Human Resource Development will supply the Fees and Scholarships Office with the total credits available for tuition waiver for eligible employees.

C. Non-Credit Courses

1. Employees may apply for reimbursement and released time for non-credit courses.
2. Only job-related non-credit courses which are offered through MSU Lifelong Education Programs (e.g., Continuing Education, Evening College) MSU Libraries, Computing and Technology Training Programs (LCTTP), Davenport College, Lansing Community College, High School Adult Education Programs, Human Resource Development or other Employer approved educational training programs are reimbursable and/or subject to waiver.
3. Part-time employees with 12 FTE continuous service months shall be eligible for job-related non-credit courses which are offered only through the MSU Lifelong Education Programs (e.g., Continuing Education, Evening College), MSU LCTTP and Human Resource Development which are held on the East Lansing Campus. Part-time employees shall not be eligible for released time.
4. Non-credit course reimbursement will not exceed \$800 per academic year. Released time may be granted by the department for a non-credit course. Part-time employees shall not be eligible for released time.

5. If non-credit courses are taken during the same academic year as credit courses, the total reimbursement and waiver will not exceed the total of the MSU graduate rate for up to fourteen (14) credit hours.
 6. Employees must submit their educational assistance application to Human Resource Development prior to taking a non-credit course at other institutions to receive the reimbursement. Employees shall provide a verification of course completion (certificate from the course signed by the instructor or a form provided by Human Resource Development signed by the instructor, or a copy of the official grade report) and proof of course costs for non-credit courses (cancelled check or receipt) within 15 working days of successful course completion or receipt of grade.
- III. Regular full-time employees with sixty (60) full-time equivalent service months are eligible under the Course-Fee Courtesy Policy as it is provided to the faculty of the University.

ARTICLE 15

By Agreement of the parties, no content.

ARTICLE 16

RETIREMENT BENEFIT PROGRAMS

The following sections are for understanding and clarification of the programs offered. Individual policies and certificates are issued at the time of employment or enrollment for these programs. Additional copies and complete detailed information concerning the insurance and retirement benefits may be obtained from the Benefits office.

I. Retirement Benefits

- A. The Employer will provide a base retirement program for employees with the Teachers Insurance and Annuity Association (TIAA) and College Retirement Equities Fund (CREF), Fidelity and Vanguard.
- B. The total monthly premium may be apportioned to TIAA-CREF, or Fidelity or Vanguard accounts.

II. Eligibility and Participation

- A. 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 62 at the time of employment.
2. The program is required as a condition of employment for employees who have attained age 35.
3. Once required participation commences, it is not possible to withdraw from the University base retirement programs while employed at the University.

III. Retirement for Employees Hired Prior to January 1, 1973

- A. Effective January 1, 1973, the University Non-Contributory Retirement Program ceased to exist. However, to ensure that no employee lost credit for prior years of service, the following guidelines were established to provide that an employee will receive no less than what an improved plan formula would give her/him upon retirement.
- B. Those persons employed prior to January 1, 1973, who were 55 years of age or older and/or had 25 years of service on January 1, 1973, could elect to remain subject to the improved University plan formula described below:
 1. The formula governing the old retirement plan was improved by basing pensions on an amount equal to the highest three year average earnings, multiplied by 2 percent for each year of service, with a \$3600 ceiling.
 2. This new formula will be applied for each employee at retirement and will become the minimum received by the employee.
 3. The annuity that could be purchased by MSU's contribution to TIAA-CREF, Fidelity or Vanguard, will be compared to the pension amount as computed in 1 above, and the employee will receive the larger of the two figures. Provided the employee meets the minimum retirement requirements, employee contributions (retroactive to January 1, 1973) will be available as an additional annuity.
 4. Those employees age 55 or over and/or those with 25 years of service not participating in TIAA-CREF will have their retirement figured solely on the improved formula plus a 10 percent addition added to the base pension prior to actuarial reduction or the selection of a survivor option.
 5. Employees who "retire" without meeting the minimum provisions for vesting under the old plan; i.e., 62 years of age with 15 years of service or 25 years of service at any age (subject to normal actuarial and age deductions, if any), will receive a retirement pension solely from the contributions made to their individual contracts with TIAA-CREF or Fidelity or Vanguard.

IV. Enrollment

- A. The Retirement Plan application and payroll reduction form is available in the Benefits office. It is important to indicate on the application the allocation of premiums to TIAA-CREF, or Fidelity or Vanguard accounts.
- B. Enrollment material must be received by the Benefits office no later than the end of the month in order to be effective the first of the following month. Enrollments received after that month shall not be effective until the first of the following month and cannot be made retroactive.

V. Premium Contributions

The TIAA-CREF, Fidelity Investments and Vanguard Group Retirement plans are financed by a five percent (5%) reduction from the employee with the University's contributing 10 percent (10%) based on the annual base salary.

VI. Other Retirement Information

- A. To be considered a retiree, an employee must meet one of the following minimum retirement requirements:

- 1. Has attained at least 62 years of age and has completed 15 years of service,

OR

- 2. Has completed 25 years of service at any age.

- B. Employees meeting the minimum retirement requirements will remain eligible to maintain group health and dental care and receive the Employer's proportional contribution.

Retiree health care and dental plan coverage for regular employees hired on and after July 1, 2002.

- 1. Upon official retirement from MSU (age 62 with at least 15 years of service credit or 25 years of service credit at any age), an official retiree may then enroll (or continue enrollment) in the health care and dental plan coverage available to MSU retirees. MSU will contribute, only for the official MSU retiree, 100% of the University contribution (excluding any Medicare premiums) toward the lowest cost MSU health care and dental plan. Enrollment in MSU health care and dental plan coverage may be continued for any eligible spouse, same-sex domestic partner and/or dependent(s) if the official MSU retiree pays the full applicable premium cost for the coverage.

2. In the event of the death of an official MSU retiree, or an employee who meets the requirements to be an official MSU retiree, the surviving spouse, same-sex domestic partner and/or dependent(s), if any, may continue health care and dental plan coverage through MSU by paying the full applicable premium cost.

If there is no surviving spouse or same-sex domestic partner, eligible dependents may elect COBRA continuation coverage, if applicable.

The surviving spouse/same-sex domestic partner cannot subsequently add a new spouse/same sex domestic partner and/or dependent(s) to their MSU health care and dental plan coverage.

3. A program will be established that allows employees to allocate/contribute untaxed funds for payment of retiree health care expenses. MSU will honor employee requests for payroll deductions to be used for this program.
- C. Employees participating in the Employee-Paid Life plan at the time of retirement and who were enrolled prior to July 1, 1976, shall receive a \$2,000 life plan benefit fully paid by the Employer.

ARTICLE 17

FILLING VACANT POSITIONS

I. General

- A. The University agrees to the principle of career development of its employees and will, in good faith, encourage career concepts of employment.
- B. Existing or newly created positions shall be filled under normal circumstances, by transfer or by promotion, provided that qualified and interested employees are available and they apply before the stipulated closing date of the position vacancy notice.
 1. An employee with less than two (2) years of University service shall be eligible for interdepartmental transfers or promotions upon completion of six (6) months in her/his current position.
 2. An employee with two (2) or more years of University service shall be eligible for interdepartmental transfers or promotions upon completion of three (3) months in her/his current position.
 3. A confidential employee with at least six (6) months of University seniority shall be eligible for transfers or promotions based upon her/his University seniority.

4. A University employee (who has completed probation in the bargaining unit) returning within twelve (12) months of her/his appointment outside the bargaining unit shall be eligible for transfers or promotions based upon her/his University seniority date.
5. An employee having University service less than the required number of months in her/his current position shall be eligible for intra-departmental transfer or promotion if there are fewer than four (4) applicants on the initial interview list.

II. Procedure

- A. Vacancies of positions level 5 or above within the bargaining unit expected to last in excess of 520 hours will be posted for no less than five (5) working days except under the following conditions of preselection:
 1. A bargaining unit member having sufficient years of service as specified below and who is agreeable to preselection for a position at a higher grade level may be eligible for certification to such a position upon proper application by the employing department.

<u>MINIMUM EMPLOYEE SERVICE</u>	<u>ELIGIBLE FOR PRESELECTION INTO GRADE LEVELS</u>
12 months	5, 6
18 months	7, 8
24 months	9 and above

2. The preselection form shall include the classification, title, department, name and seniority date of the pre-selected candidate. Upon approval by the Office of Human Resource Services, the position shall be exempt from posting. The Union shall be notified of such an appointment three (3) working days prior to implementation.
- B. All posted positions shall clearly state the requirements to be used for selection purposes and the name of the department. A copy of the posting shall be made available to the Union under current on-line procedures or such alternate procedures as are mutually agreed upon.
- C. Employees interested in a specific posting must notify the Office of Human Resource Services of their interest by completing and submitting the appropriate form(s) before the closing date of the Position Vacancy Notice.

III. Interviews

- A. Where available, four (4) applicants from the department meeting the posted qualifications and having the greatest University seniority and, where available, eight (8) applicants from the University at large meeting the posted qualifications and having the greatest University seniority shall constitute the initial interview list.
 1. Candidates on an initial interview list who:
 - a. Withdraw from consideration prior to being interviewed,
 - b. Fill a different vacancy after applying for the vacancy in question, or
 - c. Decline a good faith offer to fill the vacancymay be replaced on the initial interview list on a one-for-one basis.
 2. If there are fewer than four (4) applicants, other applicants may be added to the interview list to bring the total number to four (4).
- B. The employee with the highest seniority shall be interviewed first, to the extent practicable, and if selected, further interviewing shall be unnecessary. This process shall be followed until a selection is made or written reasons for non-selection institute the next step in the procedure.
- C. The initial interview list shall consist of no more names than herein provided and will be exhausted in accordance with the provisions of Article 17, III A and B before a second interview list is submitted.
- D. If no selection is made from these employees, written reasons for non-selection are to be submitted to the Office of Human Resource Services by the department administrator.
- E. If the reasons for non-selection are acceptable to the Office of Human Resource Services, additional employees shall be referred for interview from those qualified and applying for the position, and the written reasons shall be shared with the affected employee(s) and the Union.
- F. If no selection is made from the employee(s) referred in E above, written reasons for non-selection are to be submitted to the Office of Human Resource Services by the department administrator.
- G. This procedure is to be followed until all eligible employees who have applied have been interviewed.

- H. A selection may be made without completing all the interviews if those more senior than the selected candidate have been interviewed.
- I. An employee shall be placed on the initial interview list for no more than two (2) vacancies per posting and shall prioritize the vacancies for which she/he wishes to be considered in that posting.
- J. If an employee is not selected by the above procedure, outside applicants whose credentials meet the posted qualifications shall be referred for consideration.

IV. Other Provisions

- A. If a vacancy has been posted, it may be withdrawn and reposted if the classification or requirements of the position are changed. If a vacancy has been posted and withdrawn and the classification and requirements are unchanged, the names originally submitted for the filling of the vacancy shall be resubmitted if the vacancy is reposted within 120 days of the original posting. If any of the employees are no longer interested or available for the position, the list may be supplemented under the outlined procedures so that the total names submitted are consistent with the defined procedure. If the vacancy is reposted after 120 days of the original posting, it will be considered a new posting.
- B. An employee will be given reasonable "time off" from her/his job for the purpose of interviewing for another University position and/or taking qualifying examinations, if such arrangements are made in advance with her/his supervisor(s). It shall be understood that the department considering an employee for transfer or promotion may contact the employee's current department for an evaluation of the employee's performance in her/his current position.
- C. Where special physical requirements pertain to a position to be filled, the Employer may request that the applicant take a physical examination, the results of which are approved by the University Physician.
- D. Employees who have applied for the position but were not selected shall be notified of their non-selection by the Office of Human Resource Services under current on-line procedures or such alternate procedures as are mutually agreed upon.
- E. A position upgraded by reclassification shall be considered a vacancy subject to all the provisions above unless the incumbent is qualified and has performed the duties, based on which the position was reclassified, for a minimum of 256 working hours and is not serving a probationary or trial period. In that case, the incumbent shall be retained in the reclassified position.

- F. Employees receiving less than satisfactory performance evaluations, written reprimands and/or suspensions may be restricted from applying for vacant positions by the Office of Human Resource Services, provided that the employee and the Union shall be notified whenever the Office of Human Resource Services elects to invoke this restriction.

V. Conditions for Bypassing the Procedure

The procedure for filling a vacancy shall be bypassed for persons holding the following priority status and meeting the requirements for the position:

- A. Employees who at their own or the Employer's discretion terminate a trial period prior to the conclusion of 256 working hours shall have preference for any vacancy at their former grade levels or at the discretion of the Employer at their current grade levels and as provided under the trial period section below.
- B. Employees on leave drawing Workers' Compensation benefits for any position at their former or lower compensation grade levels, the duties of which they are able to perform, provided that during their absence they did not become subject to layoff.
- C. Employees returning from an approved sick or disability leave of absence without pay provided that during their absence they did not become subject to layoff.
- D. Employees eligible for recall from layoff or to prevent the imminent layoff from another position.
- E. Employees returning from approved personal leaves without pay provided that during their absence they did not become subject to layoff.
- F. Employees or non-employees whose transfer, promotion or selection may be required for affirmative action purposes. The need for such action shall be evidenced by the existence of an affirmative action plan by the Employer. The Union shall be notified prior to implementation.
- G. Employees whose positions are changed from full-time to part-time. In the event of the need for reduction in hours in a department, the department shall honor the principle of seniority in determining which employee (s) within the affected classification (s) will be subject to the hours reduction, provided the employee(s) can perform the work.
- H. Employees promoted out to a position in another bargaining unit and returning before the end of the probationary period may be bypassed to a vacant CT position.
- I. A position reclassified from another bargaining unit will be permitted to be placed into the CT bargaining unit, along with any incumbent, if the incumbent has been in the position at least two years or longer.

VI. Trial Period

- A. An employee promoted or transferred shall begin a trial period consisting of 256 working hours.
- B. Prior to the expiration of this period, the employee at her/his discretion, or at the discretion of the Employer, may be returned to her/his former position, if the position is vacant.
- C. When a trial period is terminated and if the employee's former position is not vacant, the University will, within 10 working days, place the employee in a vacant position for which she/he is qualified at the employee's former grade level or current grade level at the discretion of the Employer. The employee shall be interviewed by Office of Human Resource Services prior to a decision in regard to assigning the employee in a vacant position.
- D. If no vacancy exists, the employee shall be entitled to her/his former position.
- E. If the employee's former position has been eliminated, this shall be considered a reduction in the work force in the department from which the employee promoted or transferred, and she/he shall be subject to the provisions of Article 18.

VII. Requalification Period

- A. A bypassed employee returning from unpaid leave or layoff to a classification previously held shall begin a requalification period of 176 working hours. The requalification period may be terminated by mutual agreement or by the Employer for failure to meet reasonable expectations. Failure to complete the requalification period will return the employee to her/his former status of unpaid leave or layoff and eligibility for the bypass.
- B. A bypassed employee returning from unpaid leave or from layoff to a classification not previously held shall begin a 256 working hours requalification period. The requalification period may be terminated at the discretion of the employee or the Employer. Termination of a second requalification period will return the employee to her/his former status of unpaid leave or layoff, making her/him subject to the normal selection procedures.

VIII. Access and Review of Procedure

Records pertaining to the filling of a vacant position shall be retained for at least 20 working days following notice of those interviewed or the starting date of the selected employee. Except for records containing personal data of other employees, individuals who were

actually interviewed for a position and/or a representative of the Union may review the records at a time and place mutually agreeable to the employee, the Union, and the Office of Human Resource Services.

ARTICLE 18

LAYOFFS

I. General Provisions

Layoff is defined as a reduction in the work force. The Employer agrees that a layoff shall never take place for punitive purposes. The Union will be given the opportunity to discuss the circumstances with the Employer prior to the effective date of the layoff. Where practicable, the Employer will attempt to reassign rather than lay off.

- A. For purposes of layoff, University seniority shall apply.
- B. Among probationary employees, seniority shall not apply. A probationary employee in the grade level in the department shall be laid off before an employee with seniority is laid off provided the seniority employee is capable of performing the work.

II. Procedures

A. Departmental

1. The first employee to be laid off shall be the employee within the department with the least University seniority in the grade level where the layoff is to occur.
2. An employee subject to layoff shall be entitled to any vacancy in her/his grade level provided she/he is capable of performing the duties of the position.
3. It shall be assumed throughout this article that an employee can perform the duties of a position if she/he is able to do so within a training period of not more than 256 working hours. The employee shall not be entitled to a vacancy or to replace another employee if more than 256 working hours of training are required.
4. The employee subject to layoff shall at her/his own discretion have the right to remain in her/his current department by accepting a voluntary demotion to a vacant position in which she/he is capable of performing the work.

B. University

1. If no vacancy exists in a lower grade level, or if the employee elects not to accept a position at a lower grade level in the department where the layoff is to occur, the

employee shall take a vacant position outside of the department at the same grade level or, at her/his discretion, a position at a lower grade level for which she/he is capable of performing the work.

2. If no vacancy at the same grade level is available, or the employee does not accept a position at a lower grade level, the employee subject to layoff may exercise her/his seniority within the University and replace the least senior employee in the same grade level where she/he is capable of performing the work.
 3. The least senior employee at a grade level who is subject to layoff shall be entitled to any vacancy at the next lower grade level, the duties of which she/he can perform. If no vacancy is available, the employee shall have the right to exercise her/his seniority over the least senior employee in the next lower grade level or levels, the duties of which she/he can perform.
- C. The employee thus replaced may exercise her/his seniority to fill another vacancy or replace another employee in the above manner.
- D. An employee subject to layoff shall be deemed to have voluntarily resigned if she/he refuses a position at the same grade level as her/his current position.
- E. The Employer agrees that an employee and the Union will have fifteen (15) working days' notice, in writing, prior to layoff. An employee's accrued vacation leave may not be used in lieu of the fifteen (15) working days' notice.
- F. Positions becoming available shall be offered to employees under preference established in Article 17.V.D., Filling Vacant Positions, and employees laid off shall be recalled in order of greatest seniority as defined in Article 20, providing they are capable of performing the work. Employees laid off shall also have the right to accept a recall to a position at a lower level if they are capable of performing the duties of the position.
1. Notice of recall shall be sent to the laid-off employee at her/his last address of record as recorded in the Employee's Official Personnel Folder by registered or certified mail, return receipt requested.
 2. Positions to be filled shall be offered to laid-off employees who are qualified. An employee so notified must indicate her/his acceptance of recall within five (5) working days after receipt of notification from the Employer. The employee must report to work within eleven (11) working days after receipt of the notice.
 3. Failure to receive recall notice within 14 calendar days from the date of mailing or return of recall notice as undeliverable, whichever is later, will result in termination.

- G. Failure to accept recall from layoff or report for work provided the position offered was at the classification or comparable compensation grade level which the employee held at the time of layoff, terminates seniority, recall rights, and employment with the Employer.
- H. Failure to be restored to duty from layoff for a period of time equal to University seniority or two (2) years, whichever occurs first, shall terminate the employee's seniority, recall rights, and employment with the Employer.

III. Temporary Layoffs

In the event of circumstances beyond the Employer's control, temporary layoffs of five or fewer days in a contract year may be scheduled provided that the Employer provides 30 days' notice and works with Union representatives to explore alternatives to a layoff within that period. If no workable alternatives are found, the layoff may proceed without regard to the provisions of Article 18 and Article 11.II.D.6. The application of this provision shall not be undertaken independently by individual units. Whenever temporary layoffs occur, an employee may not be laid off again until 11 months have elapsed from the date of the last day of the preceding layoff.

IV. Project Technicians

- A. Project technicians who are hired on or voluntarily change positions after October 31, 1976, to grant or contract supported research projects or other non-University funded projects under the following classification titles, and who are given a written termination date (CTU will receive a copy) at the time of hire or change of position, are not subject to the procedures specified in Section II.

Research Technologist I	Veterinary Technician I
Research Technologist II	Veterinary Technician II

Additional classifications applicable to grant or contract-supported research projects or other non-University-funded projects may be added and CTU will be informed in writing.

- B. Technicians who are laid off from the University will receive severance pay of one (1) normal week's pay for each year of University service to a maximum of five (5) weeks. The first year shall be based upon a minimum of ten (10) month's service. Monies due will be paid as salary continuances until the maximum is reached or the employee is recalled.
- C. No severance payment is applicable to those leaving the University because of retirement, industrial injury, illness, resignation, or discharge.

- D. If recalled, employees shall retain credits for all salary continuances not used.
- E. Persons changing from these types of positions to regularly funded positions are no longer subject to the provisions of this section.

V. Other Provisions

- A. For the purpose of layoff, Union Executive Board members not to exceed eleven (11) shall be deemed to have greater seniority than other employees within their grade levels or lower grades in all classifications if they are capable of performing the duties.
- B. For the purpose of layoff, Union Representatives not to exceed forty (40) shall be deemed to have greater seniority than other employees within their grade levels or lower grades in all classifications in their representation units if they are capable of performing the duties.
- C. An employee recalled from layoff status shall receive all contractual increases given during the period of layoff.
- D. An employee recalled from layoff status who receives a promotion shall receive the appropriate promotional increase (Article 8.VII) based on the rate of pay she/he is earning at the time of return.
- E. Employees while on layoff status will be permitted to fill temporary and/or on-call assignments on the following basis:
 - 1. The employee must notify Human Resource Services and/or Office Services that she/he is willing and available for part-time.
 - 2. Human Resource Services and/or Office Services will attempt to facilitate the placement of the employee in available assignments.
 - 3. Work in a temporary or on-call assignment will not be considered a return from layoff status and the employee will be considered to remain on layoff status.
 - 4. Time worked in a temporary and/or on-call assignment shall not result in the earning of service credit, benefits or seniority.
 - 5. At the conclusion of the temporary or on-call assignment the employee will continue on layoff status in accordance with Article 18.
- F. An employee changing positions resulting in a lower grade level due to layoff shall:
 - 1. Receive a 3 percent reduction in her/his base rate of pay if demoted 1 grade level.

2. Receive a 5 percent reduction in her/his base rate of pay if demoted 2 grade levels.
3. Receive a 2 percent per grade level reduction in her/his base rate of pay if demoted more than two grade levels.
4. Receive the reduction in pay based on her/his rate of pay at the time of return.
5. Be required to have her/his base rate of pay within the range of the new grade level.

ARTICLE 19

WORKERS' COMPENSATION

- I. The Employer, in accordance with the State law, provides Workers' Compensation if an employee is injured in the course of employment by providing for continuation of a portion of the employee's wages. Workers' Compensation benefits will be supplemented by accrued sick leave credits until they are exhausted to maintain regular gross income. When accrued sick leave credits are exhausted, the employee may elect to use accrued vacation and/or personal leave credits to supplement Workers' Compensation benefits.
- II. Workers' Compensation benefits begin after seven (7) calendar days of time lost from work. After 90 calendar days of employment, the Employer will waive the seven-day statutory waiting period and will continue the employee's full pay for the one-week period.
- III. Injuries arising out of and in the course of employment must be reported to the employee's immediate supervisor and medical evaluation sought from the University Physician. Necessary medical services shall be determined by the University Physician for a compensable injury.
- IV. Persons on leave drawing Workers' Compensation benefits shall, for a period of six months, be entitled to their position upon return, provided they are physically able to perform the duties of their position. If they are physically unable to perform the duties of this position for the period they are drawing Workers' Compensation benefits and have not retired, they shall have priority (Article 17.V.B, Filling Vacant Positions) on any position at their current or lower compensation grade level, the duties of which they are able to perform.
- V. Persons supplementing their Workers' Compensation benefits per Section I shall be entitled to full benefits as if actively employed.
- VI. An employee who is receiving regular Workers' Compensation for a period in excess of six (6) months shall receive, at the employer's expense, life, health and dental 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.

ARTICLE 20

SENIORITY

- I. When an employee successfully completes her/his probationary period, seniority shall be determined from the date of hire at the University.
- II. An employee granted a leave of absence shall retain her/his seniority until her/his return to active employment in accordance with Section IV, Paragraphs G,H, I and J below:
- III. An employee on layoff shall retain seniority until her/his recall.
- IV. Seniority rights of an employee shall cease for any of the following reasons:
 - A. Voluntary resignation.
 - B. Retirement.
 - C. Termination for cause.
 - D. Failure to accept recall from layoff, provided the position offered was at the classification or comparable compensation grade level which the employee held at the time of layoff.
 - E. Failure to be restored to duty from layoff for a period of time equal to University seniority, or two (2) years, whichever occurs first.
 - F. Failure to accept a position offered through the bypass procedure.
 - G. If an employee overstays a leave of absence of less than two (2) years by more than five (5) working days of the termination of the leave, without providing a reasonable explanation to her/his immediate supervisor, her/his seniority rights shall cease, and the employee shall be considered to have resigned.
 - H. If an employee overstays a two (2) year leave of absence by more than five (5) working days of the termination of the leave, without providing a reasonable explanation to her/his supervisor, her/his seniority rights shall cease, and the employee shall be considered to have resigned.

- I. An employee who gives notice of intention to return to work no more than five (5) working days after termination of the leave, and is not placed in a position, will have her/his seniority continued in accordance with the following schedule:

<u>University seniority</u>	<u>Return Rights after Maximum Two (2)Year Leave</u>
0 up to 2 years	Length of University Seniority
2 up to 5 years	2 years
5 up to 10 years	3 years
10 up to 15 years	4 years
15 up to 20 years	5 years
20 or more years	6 years

When the return rights provided for above are exhausted, an employee will be terminated.

- J. An employee on leave of absence because of receiving benefits under Workers' Compensation or long-term disability, shall have her/his seniority continue for up to a total of six (6) years. If the employee does not return to work, for any reason, within six (6) years, she/he will be terminated.
- V. An employee returning within twelve (12) months or less of her/his termination from University employment or transfer to a position outside of the bargaining unit shall receive credit for all past seniority upon successful completion of a 256 hour trial period.
- VI. With proper documentation, employees with breaks in service of less than one (1) year will be granted credit for all past seniority on application to the Office of Human Resource Services.
- VII. An employee returning after twelve (12) months of her/his termination from University employment shall, after five (5) additional years of employment, receive credit for all past seniority for the purpose of retirement only.
- VIII. With proper documentation, re-employed employees, after (5) years of service, will be granted credit for all past seniority upon application to the Office of Human Resource Services.

ARTICLE 21

OFFICIAL PERSONNEL FOLDER(S)

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.

- I. 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 Union if the employee so desires. The employee may designate in writing her/his desire to have a representative of the Union 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).
- II. No official report nor any 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, for cause shown, 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).
- III. 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 22

DISCIPLINARY ACTION, SUSPENSION, AND TERMINATION

- I. When disciplinary action or suspension is necessary, the following procedures shall be adhered to:
 - A. A supervisor shall discuss the employee's infraction of rules or policies with the employee. The supervisor may place a notation of the discussion in the employee's Official Personnel Folder.
 - B. A supervisor shall have the option to reprimand the employee orally or in writing. If the employee is reprimanded in writing, a copy of the reprimand shall be given to the employee and a copy may be placed in the employee's Official Personnel Folder. Such a written reprimand may include a warning that further infraction(s) may result in suspension or discharge. At the employee's request a copy of the reprimand shall be sent to the Union.
 - C. A supervisor shall have the option in case of continued infraction(s) to suspend the employee, provided the employee has been reprimanded previously. The Employer has the option in case(s) of serious violation of policy, rule, or regulation to suspend an employee without prior oral or written reprimands as stipulated in subsections below.

1. If the Union desires a hearing on a suspension in addition to or in place of the initiation of a grievance, it shall notify the Director of Employee Relations within two (2) working days of the suspension. Three representatives of the Employer and three representatives of the Union shall meet within two (2) working days of receipt of notification in an attempt to resolve the issue unless mutually agreed otherwise. The supervisor and/or the grievant shall be permitted to attend this meeting at the request of either party.
2. The length of a suspension shall be determined by the Employer to fit the offense and the offending employee(s).
3. Notice of suspension shall be in writing and set forth the reason(s) for and length of the suspension(s). The letter of suspension may include a warning that any further violation(s) may result in termination of the employee.
4. The letter shall be given to the employee and the Union and a copy shall be placed in the employee's Official Personnel Folder.
5. A grievance on a suspension shall begin at Step Three of the grievance procedure.
6. The suspension of the employee may be immediate or delayed at the option of the Employer.

II. An employee shall be subject to termination for adequate and just cause.

- A. If the Union desires a hearing on a termination in addition to or in place of the initiation of a grievance, it shall notify the Director of Employee Relations within two (2) working days of the termination. Three representatives of the Employer and three representatives of the Union shall meet within two (2) working days of receipt of notification in an attempt to resolve the issue, unless mutually agreed otherwise. The supervisor and/or grievant shall be permitted to attend this meeting at the request of either party.
- B. A grievance on a termination shall begin at Step Three of the grievance procedure.
- C. The termination of the employee may be immediate or delayed at the option of the Employer.

ARTICLE 23

GRIEVANCE PROCEDURE

I. Definition of Grievance

A grievance is defined as a disagreement, arising under and during the term of this Agreement, concerning the interpretation and application of the provisions of this Agreement.

II. Group Grievance

In the event that employees have a group grievance, the Union Representative shall submit the grievance on behalf of all named and similarly affected employees. 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 each and every employee in the group. When the affected group is contained within one department, college, or division, the grievance shall be initiated at Step Two of the grievance procedure. Any other group grievance shall begin at Step Three.

III. Oral Step

An aggrieved employee should promptly notify her/his immediate supervisor that she/he has a grievance. The employee may at her/his option discuss the matter directly with the supervisor or may request a representative of the Union to be present for the purpose of attempting to adjust the grievance.

IV. Formal Grievance Procedure

A. Step One

1. If the aggrieved employee does not receive a satisfactory oral answer, or if she/he does not receive any answer at the Oral Step within three (3) mutual working days following the day of oral presentation, the aggrieved employee may reduce the grievance to writing and submit it to the appropriate supervisor.
2. A grievance must be submitted in writing within fifteen (15) working days of the occurrence of the condition(s) giving rise to the grievance, or within fifteen (15) working days of the date it is reasonable to assume that the employee(s) should reasonably have become aware of the condition(s) giving rise to the grievance, or within three (3) working days following the Oral Step, whichever is latest, in order for the matter to be considered a grievance under this Agreement.
3. The grievance shall be submitted on forms provided by the Union, dated and signed by the aggrieved employee(s) and shall set forth the facts, dates, and

provisions of the Agreement that are alleged to have been violated and the remedy desired. At the time the grievance is received, the supervisor or designee shall sign and date a copy, which shall be returned to the grievant. A meeting shall be held if requested by either party.

4. In the event the immediate supervisor or designated representative does not answer the grievance within ten (10) working days, the grievance may be appealed to the next higher step of this grievance procedure within five (5) working days after the expiration of the applicable time limit.
5. In the event the answer of the supervisor or designated representative is unacceptable to the grievant, the grievance may be appealed to the next higher step of this grievance procedure. Any grievance not appealed within five (5) working days after such answer shall be considered settled on the basis of the written answer of the supervisor or designated representative and shall not be subject to further appeal and/or review.

B. Step Two

1. If the grievant is not satisfied with the disposition of the grievance at Step One, the grievant may appeal the grievance to the administrative head of the unit or her/his designee within five (5) working days after the date of the answer. Such appeal shall be in writing as in Step One and shall state the reason(s) why the Step One disposition is not satisfactory.
2. Within ten (10) working days after receipt of such request for appeal, the administrative head or her/his designee shall hold a meeting with the grievant in an attempt to resolve the alleged grievance. Only persons directly related to the grievance shall be present at the meeting. The grievant may be represented by the Union. Representatives of the Employer and the Union shall not exceed three (3) in number respectively (including the grievant and the supervisor).
3. Within five (5) working days following conclusion of such meetings, the administrative head or her/his designee shall provide the grievant with a written disposition of the grievance.
4. Any grievance not appealed within five (5) working days after such answer shall be considered settled on the basis of the written answer of the administrative head or her/his designee and shall not be subject to further appeal and/or review.

C. Step Three

1. If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant may appeal the grievance to the Director of Employee Relations within five (5) working days after the date of the answer. Such appeal shall be in writing as in Step One and shall state the reason(s) why the Step Two disposition is not satisfactory.
2. Within ten (10) working days after receipt of such request for appeal, the Director of Employee Relations or her/his designee shall hold a meeting with the grievant in an attempt to resolve the alleged grievance. Only persons directly related to the grievance shall be present at the meeting. Representatives of the Employer and the Union shall not exceed four (4) in number respectively (including the grievant and supervisor). Three (3) of the Union representatives including the grievant may be active employees.
3. Within five (5) working days following conclusion of such meeting(s), the Office of Employee Relations shall provide the grievant with a written disposition of the grievance.
4. Any grievance not appealed within ten (10) working days after such answer shall be considered settled on the basis of the written answer of the Office of Employee Relations or designated representative and shall not be subject to further appeal and/or review.
5. Classification grievances may be advanced to Step Three only by the Union. The Office of Employee Relations or its designee will have six (6) weeks to respond with a summary of its findings. At the request of either party, a meeting will be held.

D. Step Four

In the event of an unsatisfactory decision or no decision, the Union may submit the grievance to arbitration.

1. The Union will notify the Employer of its decision to arbitrate within ten (10) working days of the expiration of the decision time limit placed on Step Three. Following notification, the Union and Employer will attempt to select an arbitrator.
2. If the parties fail to select an arbitrator within ten (10) working days after notification, the Union will submit a demand for arbitration to the American Arbitration Association within five (5) working days with a copy of the demand to the Employer.
3. The American Arbitration Association shall be requested by either or both parties to provide a panel of ten (10) arbitrators. The parties shall attempt to select an

- arbitrator from this list within ten (10) working days. If there is no selection from the list, the American Arbitration Association shall appoint an arbitrator.
4. The rules of the American Arbitration Association shall apply to all arbitration hearings. The arbitrator shall be requested to issue her/his decision within thirty (30) days after the conclusion of testimony argument and submission of briefs. The decision of the arbitrator will be final and binding on all parties, and judgment therein may be entered in any court of competent jurisdiction.
 5. The process of expedited arbitration, under the rules of the American Arbitration Association, may be utilized by mutual written agreement of the Employer and the Union on a case-by-case basis. The arbitrator need submit only the conclusion and award in writing.
 6. Fees and authorized expenses of the arbitrator shall be shared equally by the University and the Union. Verbatim transcripts of the proceedings shall be secured only with the prior mutual consent of the parties, in which case all expenses will be equally borne except for transcribed copies which shall be paid for by the requesting party.
 7. The arbitrator shall have no authority to add to, subtract from, alter, change or modify any of the provisions of this Agreement. The decision of the arbitrator shall be limited to only the question(s) submitted to the arbitrator.
 8. The arbitrator shall not substitute her/his judgment for that of the Employer where the Employer's judgment and actions are based upon reasonable cause and do not violate the written provisions of this Agreement. The arbitrator shall not render any decision which would require or result in an action in violation of public statutes. The arbitrator may make no award which provides the employee compensation greater than would have resulted had there been no violation.
 9. The Employer, in no event, shall be required to pay back wages for more than thirty (30) calendar days prior to the date a written grievance is filed. However, in the case of a pay shortage (other than one resulting from misclassification) of which the employee could not have been aware before receiving her/his pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred, if the Employee files her/his grievance within thirty (30) working days after she/he becomes aware of such shortage. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any unemployment compensation, or additional or new wages for personal services that she/he may have received from any source during the period in question.

10. The arbitrator shall have no authority to establish wage and salary scales, rates on new or changed jobs, to change any wage or salary rate, or to change classification descriptions.
11. Excluded from arbitration are disputes and unresolved grievances concerning merit increases beyond the normal increases.
12. If a grievance is appealed to arbitration and the arbitrator finds no authority to rule on such case, the matter shall be returned to the parties without decision or recommendation on the merits of the case.

E. Restitution/Reinstatement

1. Should a decision be rendered at any step of the grievance procedure that the employee was unjustly discharged, demoted, or suspended without reasonable and just cause, the Employer agrees to reinstate the employee to the employee's former position effective the date of the discharge, demotion, or suspension.
2. Computation of any back wages or benefits, if appropriate, must include offsets for unemployment insurance, Workers' Compensation and benefits, and wages earned with other employers during the computation. A decision may be rendered to reinstate the employee without back compensation or benefits.

F. Other Provisions

1. The grievant may request at any or all steps of this grievance procedure, the assistance of a representative of the Union. Any expense incurred for counsel, assistance or representation is the responsibility of the grievant.
2. Grievances shall be processed as rapidly as practicable. The number of working days indicated at each level shall be considered as maximum and substantive and every effort shall be made to expedite the grievance process. Time limits in the steps may be shortened or extended by mutual written agreement of both parties.
3. Failure of the grievant to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and bar further action or appeal. Failure of the Employer to render a decision on a grievance within the specified time limits shall permit its appeal by the grievant to the next step.
4. 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.

5. The Employer and the grievant may adjust a grievance without the involvement of the Union, provided the adjustment is not contrary to any of the provisions of this Agreement.
6. Written classification grievances must be accompanied by position description information on a questionnaire to be provided to the employee and completed by her/him.

ARTICLE 24

COMMUNICATIONS

- I. The Employer shall make available to the Union upon reasonable request in writing, and within reasonable time, available public statistical, financial, and personnel information and reports related to the operation of the University when such information is necessary in the representation of employees or implementation of this Agreement, provided that nothing included herein is intended to require the Employer to present information in forms other than those determined by the Employer or required by law. When the Employer deems necessary, a reasonable charge may be assessed to the Union for such materials. When these materials are readily accessible to the Union, they need not be produced by the Employer.
- II. The Employer shall furnish to the Union on a monthly basis a list of employees in the bargaining unit consisting of names, departments, classifications, dates of employment and pay rates.
- III. The Union shall provide the Employer with a list of Union officers, committee members, and jurisdictional districts to which they are assigned. The Employer shall be notified immediately of any subsequent changes.
- IV. Employees shall be responsible for notifying the Office of Human Resource Services within five (5) working days, on a form provided by the Employer, of changes in their names, addresses, telephone numbers, and any other information which the Employer may legally request. Periodically the Employer shall provide the Union with employee's home addresses and telephone numbers. Excluded from this list will be employees who have specifically requested that such information is not to be released.
- V. The Employer shall provide each employee in the bargaining unit with one copy of the Agreement. The Employer shall provide the Union with 100 copies of the Agreement. Each newly hired employee in the bargaining unit shall be given a copy of the Agreement.
- VI. The Union shall be permitted use of University facilities for regular and special business meetings of the Union, provided the Union conforms to all regulations established by the Employer.

- VII. The Employer shall provide the Union with mail privileges through the Employer's Campus Mail Service in the following manner:
 - A. The Union shall deliver the mail to Campus Mail Services in conformity with established policy.
 - B. The Union shall be charged at a per piece rate that is 50 percent of the U.S. postal charge for first class mail.
 - C. There shall be a minimum handling charge of \$50.00 per mailing.
- VIII. The University agrees to provide the Union with four (4) campus restricted centrex lines. One (1) line shall be paid for by the University and three (3) lines shall be paid for by the Union.

ARTICLE 25

REPRESENTATION AND RELEASED TIME

- I. The Employer shall recognize, for purposes of bargaining on released time, no more than eight (8) employees as the Negotiating Team.
- II. Union representatives may be granted reasonable released time for investigating and/or adjusting grievances, or, at the request of the Employer for other matters pertaining to this Agreement.
- III. The Employer shall recognize any authorized representatives of CTU for the purpose of participating in negotiations and the handling of other matters under this Agreement.
- IV. The President of the Union or her/his designee and a minimum of two (2) employees in the bargaining unit shall be granted released time for the purpose of meeting with the Director of Employee Relations or her/his designee for special conferences for the discussion of important matters pertaining to labor relations.
 - A. Arrangement for these conferences shall be made at least two (2) working days prior to the requested meeting unless otherwise mutually agreed to by the Employer and the Union.
 - B. An agenda shall be submitted at the time the arrangements for the conference are made, and items to be discussed in the conference shall be confined to those items on the agenda unless otherwise mutually agreed to by the Employer and the Union.
 - C. These meetings shall not be for the purpose of continued negotiations of this Agreement but may be convened for the purpose of clarification and implementation of this Agreement.

- V. The President of CTU shall be authorized 100 percent released time to carry out the responsibilities of her/his office. When the Union President relinquishes her/his office, she/he shall have the right to return to the same classification in her/his former unit that she/he held immediately prior to becoming Union President. The rate of pay for a Union President who is relinquishing that office and returning to employment in her/his former unit shall be the rate of pay that prevailed for her/his job immediately prior to her/his assuming the office of Union President (with applicable progression and general adjustments occurring during her/his absence from the unit).

If a position in the Union President's classification no longer exists in her/his former unit, then she/he shall have full rights under Article 18 of the Contract.

- VI. The Vice President and the Treasurer shall be authorized up to a total of 25 percent released time each to carry out the responsibilities of their offices.
- VII. Employees who are elected or appointed officials of the Union will be granted released time for Union training.
 - A. For the purpose of released time, the number of Union representative positions may not exceed forty (40). The total aggregate number of working hours of released time for these employees shall not exceed 320 hours in any one (1) month. Individual Union Representatives may not be released in excess of 8 hours per month. The Employer must receive notice of individuals and released time to be used at least ten (10) working days prior to the commencement of the training program.
 - B. For the purpose of released time, the number of Executive Board members may not exceed eleven (11). The total aggregate number of working hours of released time for these employees shall not exceed 90 hours per month. Individual Board members may not be released in excess of 16 hours per month. The Employer must receive notice of individuals and released time to be used at least two (2) working days prior to the commencement of the meeting or training program.
 - C. The total aggregate number of working hours of released time for Union representatives and Executive Board members shall not exceed 2720 hours per contract year. There shall be no carry over of unused hours from one year to the next.
- VIII. Two members of the bargaining unit selected by the Union shall be reassigned to Union duties.
 - A. The Union shall reimburse the Employer within fifteen (15) days of billing for all costs, wages, and benefit payments.

- B. Upon fulfillment of Union duties, the aforementioned employees may return to their former grade levels with all benefits and wages that would have been accrued during their reassignment to Union duties. In returning to work, employees who have been reassigned for two years or less shall be entitled to bypass the procedures for Filling of Vacant Positions, Article 17.V.E. Employees who have been reassigned for a period over two years shall follow the normal provisions for Filling Vacant Positions and shall not have any priority status under the Agreement.

ARTICLE 26

UNION SECURITY

I. Membership

As a condition of employment, each employee in the bargaining unit on or before the 30th day after the effective date of this Agreement or on or before the 30th day after employment in the bargaining unit, whichever is later, and monthly thereafter, shall tender to CTU either, periodic and uniformly required Union dues, or in the alternative, service fees in an amount equal to these dues as set forth in the Constitution of the Clerical-Technical Union of Michigan State University.

II. Checkoff

- A. The Office of Human Resource Services, at the time of hire, rehire, reinstatement or transfer of an employee into the bargaining unit, shall apprise the prospective member of this Article's provisions and shall present to her/him an Application for Membership and an authorization for Checkoff of Dues, such forms to be provided by the Union.
 - 1. If the employee desires to join CTU, the employee shall complete both the Application for Membership and the Authorization Card for Checkoff of Dues and return them, along with the initiation fee, to the CTU financial officer.
 - 2. If the employee does not desire to join CTU, the employee shall complete only the Authorization Card for Checkoff of Dues, so that CTU may collect from the employee its service fees equal to the monthly dues, and return it to the CTU financial officer.
 - 3. If the employee desires to tender dues or fee directly to the Union, the employee will so indicate on the Application for Membership form which shall be transmitted to the Union on or before the 30th day of employment with dues or fees equivalent to \$100. Adjustment of dues or fees shall be made at the end of 12 months from these receipts. Excess amounts then will be returned to the employee within 10 days of demand and insufficient amounts will require payment within 10

days of notice. Each year will again require deposit of a sum of \$100 and the procedure indicated above will be applied.

- B. During the life of this Agreement and in accordance with the terms of the Authorization for Checkoff of Dues, the Employer agrees to deduct membership dues or service fees levied in accordance with the Constitution of the Union from the pay of each employee who executes or has executed the Authorization for Checkoff of Dues.
- C. The initial deduction of any employee shall not begin unless the Authorization for Checkoff of Dues and the certification of the CTU's financial officer as to the amount of the periodic Union dues or service fees have been delivered to the Employer's Payroll Department at least six (6) working days prior to the affected payday.
- D. All monies deducted by the Employer shall be remitted to the CTU's financial officer once each month by the 20th calendar day of the month following the month in which deductions were made together with a list of current employees showing the amount of Union dues or service fees deducted from each employee.
- E. In cases where a deduction is made which duplicates a payment already made to CTU by an employee, or where a deduction is not in conformity with the Constitution of the Union, refunds to the employee shall be made by CTU.
- F. The Employer shall not be liable to CTU by reason of Section B of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee.
- G. The Employer shall not, during the life of this Agreement, deduct dues or service fees from employees for any organization other than the Union without CTU's written permission.
- H. CTU 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.

III. Termination for Failure to Comply

- A. An employee in the bargaining unit who fails to tender to the Union either periodic and uniformly required Union dues or, in the alternative, service fees in an amount equal to these dues as set forth in the Constitution of the Union shall be terminated by the Employer, provided the following stipulations are adhered to:
 - 1. The Union shall notify the employee by certified or registered mail explaining that the employee is delinquent in not tendering required Union dues or service fees, specifying the current amount of the delinquency, and warning her/him that, unless

the delinquent dues or service fees are paid and a properly executed Authorization for Checkoff of Dues or service fees is tendered within ten (10) working days of such notice, the employee shall be reported to the Office of Employee Relations with a request to terminate the employee as provided in this Article.

2. The Union shall give a copy of the letter sent to the employee and the following written notice to the Office of Employee Relations at the end of the 10-day period:

The Union certifies that (name) has failed to tender either the periodic and uniformly required Union dues or service fees required as a condition of continued employment under the collective bargaining Agreement and demands that the employee be terminated under the terms of this Agreement. The employee shall be terminated by the Employer within ten (10) working days following receipt of the above letter and notice.

B. Termination Limitation

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

C. Disputes Concerning Compliance

The Union 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.

IV. Revocation Cards

The University will notify the Union monthly of the names of employees transferred outside the bargaining unit. Such employees shall cease to be subject to dues/service fees deductions at such time as they sign dues revocation cards at the Union office.

ARTICLE 27

UNION RIGHTS AND RESPONSIBILITIES

- I. Pursuant to the powers and authority of the Employer under the Constitution of the State of Michigan, the University hereby agrees that all employees of the University who may be

appropriately included in the bargaining unit represented by the Union shall have the right to freely organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aids and protection. The Employer agrees it will not directly or indirectly discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reasons of her/his membership in the Union, her/his participation in any activities of the Union or collective professional negotiations with the University, or her/his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- II. The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining involving the employees covered by this Agreement. Nothing contained herein shall be construed to prevent an individual employee from presenting a grievance and have the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided the Union has been given the opportunity to be present at such adjustment. The Union may initiate a grievance as pertaining to Rights of the Employer Article for protection and maintenance of this Agreement.

- III. The Union shall maintain its University account in accordance with University agency account policies.

ARTICLE 28

RIGHTS OF THE EMPLOYER

Except as specifically abridged, delegated, granted, or modified by terms of this contract, the Employer shall retain all rights to exercise customary and regular functions, duties, and responsibilities of management, including, but not limited to, the right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, lay off employees, and for just cause to discipline and discharge employees and otherwise maintain an orderly, effective and efficient operation. Further, the Employer retains supervision of all operations, methods, processes, means and personnel by which work will be performed and the right to determine and change the work to be done and the standards to be met by employees. The Employer may require employees to have a physical reexamination when directed by the University Physician. It is further understood that management shall not use its right to unfairly and illegally discriminate against an employee, group of employees, or the Union.

In addition, the Employer shall have the right to make reasonable rules and regulations and change such rules and regulations as it may from time to time deem necessary and which are not in violation of this Agreement. If after publication and transmittal to the Union of rules and regulations, the Union has not processed a grievance alleging unreasonableness within ten (10) working days, the rules and regulations shall no longer be grievable. Thereafter, grievances related to rules and regulations shall be limited to their enforcement and penalties therefrom.

ARTICLE 29

NO-STRIKE, NO-INTERFERENCE, AND NO-LOCKOUT

- I. The Union recognizes that strikes by public employees are prohibited by Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965, and agrees that it will comply with said Act.
- II. The Union 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.
- III. The University shall not conduct a lockout of bargaining unit employees during the course of this Agreement.

ARTICLE 30

SCOPE OF THE AGREEMENT

- I. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- II. No provision of this Agreement, or any supplement thereto, nor the right of either the Employer or the Union under the terms of the Agreement shall be changed or altered in any way unless such change or alteration is agreed to in writing between the Employer and the Union.
- III. This Agreement shall supersede any rules, regulations, practices, or contracts inconsistent with its terms, unless mutually adjusted in writing by the Employer and the Union.
- IV. Such an adjustment between the Employer and the Union shall be made only after the Employer and the Union have agreed in writing that a particular program cannot be designed to comply with specific provisions of this Agreement.
- V. The written adjustment between the Employer and the Union shall specify which provisions of this Agreement shall be adjusted and how they shall be adjusted.
- VI. Any such adjustment shall apply only to the programs specifically mentioned therein.

- VII. In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect, and the parties shall meet for the purpose of rewriting the voided and any other directly affected provisions and those provisions only.
- VIII. Negotiations to modify, alter, amend, renegotiate, or change, or any combination thereof, the provisions of this Agreement shall begin no later than 60 days nor earlier than 90 days prior to the expiration of the Agreement.
- IX. Letters of Agreement, Letters of Understanding, and other memoranda reaffirmed as of the date of this Agreement shall remain in effect for the term of this Agreement unless otherwise agreed to by the parties.

ARTICLE 31

SAFETY

- I. The University and the Union shall cooperate for the purpose of eliminating accidents and health hazards. The University shall make reasonable provisions for the safety and health of its employees during their hours of employment. The University, the Union and the employees recognize their obligations and/or rights under existing Federal and State laws with respect to safety and health matters.
- II. The Union's Safety Committee shall continue to meet on a monthly basis with representatives of DPS Safety and Public Health, Office of Radiation, Chemical and Biological Safety, University Engineer and Employee Relations for the purpose of having continuing dialogue on safety issues.

ARTICLE 32

EMPLOYEE ASSISTANCE PROGRAMS

Without detracting from the existing rights and obligations recognized in other provisions of this Agreement, the Employer and the Union agree to referring and encouraging employees having social-emotional afflictions to participate in a coordinated program directed to objectives of employee assistance.

ARTICLE 33

FLEXIBLE APPOINTMENTS

- I. A flexible appointment involves full-time active employment for 9, 10, or 11 months per year with a prescheduled unpaid leave of absence with some benefits equivalent to full-time appointments, subject to the conditions set forth hereinafter.
- II. The department administrator shall identify in writing to the Director of Human Resource Services the position (s) appropriate for flexible appointments, and shall include the following information:
 - A. The position number, classification, name of incumbent (if any).
 - B. How the position will be structured as a flex appointment (i.e., 9, 10 or 11 months), including a description of the work to be reduced in the case of a proposal to convert an existing full-time position to a flexible position.
 - C. A description of the budgetary impact (i.e., efficiencies, wage savings, etc.) that conversion of the position is expected to achieve.
- III. The Union shall be provided notice of each request to establish or convert an existing full-time position to a flexible appointment and afforded an opportunity to provide input to the Director of Human Resource Services.
- IV. The designation of a position as a flexible appointment must, to take effect, be approved by the Director of Human Resource Services after receiving input from the affected employee.
- V. A flexible appointment may only be approved in order to achieve budgetary savings in the affected department.
- VI. Flexible appointments shall not be created for the purpose of transferring the entire responsibilities of those positions to persons who are not employed in the bargaining unit. The entire job of an employee on flex leave shall not be performed by persons who are not employed in the bargaining unit.
- VII. An incumbent shall not be laid off or downgraded in order to create or as the result of the creation of a flexible position.
- VIII. Once a position is officially designated as a flexible appointment, only flexible appointments are permitted.

- IX. Once approved, a flexible position shall maintain that designation until the department administrator submits a request, which must be approved by the Director of Human Resource Services, that the position be designated otherwise, provided the Union is notified.

The conversion of a filled, flexible position to a full-time position, shall not take effect until a date not less than three (3) months after the conversion is approved, absent the assent of the incumbent.

- X. In filling vacancies for flexible appointments, the flexible leave period shall be indicated on the posting.
- XI. For the term of the present agreement, no more than 100 positions in the bargaining unit may be designated as flexible appointments. This number may be exceeded by mutual agreement between the Union and the Employer.
- XII. Positions may be designated as flexible appointments only in one of the following circumstances:
- A. with the voluntary assent of the incumbent in the position;
 - B. in filling a vacancy in an existing position; or
 - C. in filling a vacancy in a new position.
- XIII. Flexible appointees shall be considered regular employees.
- XIV. Unpaid leaves for flexible appointees shall be prearranged as part of the flexible appointment, and shall occur for periods of one month or more, up to a maximum of three months (in increments of one month).
- XV. A flexible appointee is required to sign the PAN form signifying her/his voluntary concurrence with the appointment and the position's period(s) of unpaid leave. At the time when this form is presented, the employee shall be advised in writing of the length of time of the unpaid flex-leave, and the time or times when the unpaid flex-leave will be taken.
- XVI. The flexible appointee's benefit eligibility during active employment status and unpaid flex-leave shall be as follows:
- A. The employee will receive the full University contribution toward health and dental plans.
 - B. The employee will receive long-term disability and expanded life coverage, subject to all current eligibility requirements. (Employees otherwise eligible for long-term disability continue their eligibility during periods of flex-leave as well as during periods of scheduled active employment. However, long-term disability benefit payments do not begin during the flex-leave. The employee's base salary for the period of active

employment prior to the flex-leave will be used to determine long-term disability benefits.)

- C. The employee may maintain optional group life and optional accident coverage. Prior to a flex-leave, advance deductions for applicable employee contributions for health, life and accident coverage are automatically taken to cover the flex period. In the event that insufficient notice of flex-leave is received, the Benefits Office will bill the employee for these amounts.
 - D. Educational assistance is available, subject to all other eligibility requirements.
 - E. Personal leave days will be credited as provided for in Article 11, Section IV.
 - F. Full service credit is given toward retirement, benefit eligibility waiting periods and vacation service months.
 - G. Paid leave accruals are proportional. Flex employees accrue leave as full-time employees during periods of active full-time employment. During a flex-leave, paid leave will not accrue and may not be utilized.
 - H. During active full-time service, the employee receives the University's contribution to TIAA-CREF, Fidelity or Vanguard, based on her/his regular wages. No University contributions are made while the employee is on a flex-leave with benefits.
 - I. All salary-related benefits (paid leave, employee paid life, TIAA-CREF (or Fidelity or Vanguard) contributions, long-term disability, expanded life insurance, extended disability and longevity) are based on the employee's annual base wages.
- XVII. Flex-leaves may begin during a probationary or trial period. However, the time spent on the flex leave will not count toward completion of the probationary or trial period.
- XVIII. Employees may work for other employers or for the University in other jobs while on flex-leave.
- XIX. Flexible appointees receive their base wages during the period of active service and no salary during periods of flex-leave.
- XX. Employees will not be eligible for unemployment compensation benefits during periods of unpaid flex-leave, provided that the University has provided reasonable assurance that they will be employed after the flex-leave.
- XXI. Employees returning from flex-leave are assigned to their previously held positions, unless the circumstances of the University change to the extent that a position no longer exists. A flexible appointee affected by a layoff is covered by the layoff provisions of the Collective

Bargaining Agreement. A flexible appointee who is affected by a layoff shall be given written notice as soon as practicable, but not less than that which is stipulated in the Agreement.

XXII. Disagreements in the interpretation or application of this Article shall be subject to the grievance procedure and shall be processed at Step III. Unresolved disagreements may be submitted for ad hoc expedited arbitration.

APPENDIX I

MATERNITY LEAVE

- I. Upon request, an employee shall be granted a leave of absence up to one (1) month prior to the projected delivery date provided she has presented a physician's statement which indicates said date.
- II. Leave of absence for pregnancy granted in excess of one (1) month prior to the projected delivery date will require medical certification of the employee's inability to perform the duties of her position.
- III. The employee shall be allowed to remain on leave of absence for a period of eight (8) weeks following the actual delivery date without further medical certification.
- IV. Extensions of a leave of absence beyond the eight (8) week period require medical certification.

APPENDIX II

JOB TITLES AND GRADES

- I. The following classifications and grades are those in effect as of March 1, 1988.
- II. 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.

GRADE 3

Cashier Clerk I
Office Assistant I
Store Service Assistant I

GRADE 4

Clerk/Receptionist I
Mail Processor I
Technical Assistant I
Telephone Receptionist

GRADE 5

Accounting Clerk I
Buyer Assistant
Copy Center Operator I
Data Entry Operator I

Editorial Assistant I
Housing Services Assistant I
Library Assistant I
Secretary I

GRADE 6

Cashier Clerk II
Clerk/Receptionist II
Exhibits Technician I
Histology Technician I
Laboratory Aide
Mail Processor II

Office Assistant II
Parking Enforcer
Pharmacy Aide
Technical Assistant II
Typist-Production
Veterinary Assistant

GRADE 7

Computer Operator I
Copy Center Operator II
Data Entry Operator II
Health Care Assistant
Housing Services Assistant II
Information Systems Operator
Library Assistant II
Mail Processor III

Medical Receiving Group Leader
Parking Office Service Assistant
Pharmacy Technician I
Purchasing Expediter I
Reservation Agent
Secretary II
Typist-Technical
Veterinary Laboratory Technologist I

GRADE 8

Accounting Clerk II
Benefits Assistant
Collection Assistant
Dairy Production Technician
Editorial Assistant II
Enrollment Services Assistant I
Film Room Assistant
Golf Course Operations Assistant
Health Care Assistant/Leader
Health Information Technician
Information Technician Assistant
Laboratory Preparation Technologist

Medical Billing Assistant I
Parking Office Service Asst/Lead Worker
Payroll Assistant I
Pharmacy Technician II
Photographic Technician I
Printing Services Assistant
Purchasing Expediter II
Research Technologist I
Research/Instructional Equipment Tech.
Stores Services Assistant II
Systems Assistant I
Technical Assistant III

GRADE 9

Analytical Laboratory Technologist
Anatomy Preparation Technician
Art Shop Coordinator
Botanical Collections Coordinator
Technologist
Botanical Technologist I
Collection Accounts Coordinator I
Collection Coordinator
Computer Operator II
Customer Services Representative
Cytogenetic Laboratory Technologist I
Editor I
Exhibits Technician II
Health Information Technician/Leader
Histology Technician II
Information Technician I

Mechanical Detailer
Medical Billing Assistant II
Medical Records Technician
Museum Specimen Preparation

Office Assistant III
Payroll Assistant II
Photographic Technician II
Physical Therapy Assistant
Printing Services Assistant/Lead Worker
Production Assistant
Programmer I
Radiographer I
Recording Production Technician I
Secretary III
Systems Assistant II

Library Assistant III
Licensed Practical Nurse

Training Program Developer I
University Operator

GRADE 10

Admissions Credit Evaluation Assistant
Audiovisual Technician
Cinematographer/Videography Technician
Collection Accounts Coordinator II
Computer Repair Technician
Curriculum Assistant I
Dispatcher
Enrollment Services Assistant II
Histology Technician III
Information Technician II

Licensed Practical Nurse/Lead Worker
Mechanical Designer/Detailer
Nursery Technologist
Photographer
Piano Tuner Assistant
Programmer II
Research Technologist II
Television Production Technician
Television Studio Coordinator
Veterinary Technician I

GRADE 11

Computer Repair Tech/Group Leader
Instructional Media Coordinator
Instructional Surgical Laboratory Coord.
Radiographer II
Radiographer/Group Leader

Scientific Glassblower
Ultrasonographer
University Computer Network Technician
University Computer Repair Technician
Veterinary Technician II

GRADE 12

Piano Tuner
Telecommunications Engineering Technician
Two-Way Radio Biomedical Equipment Technician
Two-Way Radio Biomedical Equipment Technician/Leader
University Repair and Network/Group Leader

APPENDIX III
LETTERS OF AGREEMENT

MICHIGAN STATE
UNIVERSITY

Letter of Agreement
Between
Michigan State University,
The Employer
and
Clerical-Technical Union of Michigan State University,
The Union

The parties agree that employees working at WKAR-TV will be covered by the following overtime provision:

1. When a crew member is on location, she/he will be paid time and one-half (1 ½) for all hours worked over twelve (12) hours on Monday through Friday.
2. When a crew member is on location, she/he will be paid time and one-half (1 ½) for all hours worked over ten (10) hours on Saturday and Sunday.

FOR THE EMPLOYER

FOR THE UNION



**HUMAN
RESOURCES**

Employee Relations

Michigan State University
Nisbet Building
1407 S Harrison, Suite 250
East Lansing, Michigan
48823-5239

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

www.hr.msu.edu

Samuel A. Baker
Director, Employee Relations

Barbara Reeves
President, CTU

Date _____ *

Date _____ *

* Modified by date only.

* Reaffirmed by the parties April 9, 2003.

MICHIGAN STATE
U N I V E R S I T Y

Letter of Agreement
Between
Michigan State University,
The Employer
and
Clerical-Technical Union of Michigan State University,
The Union

The Parties hereby agree as follows:

1. This Letter of Agreement shall replace and supersede all previous letters of agreement concerning the subject of Union released time, including but not limited to the letters dated December of 1991 and February of 1990.
2. **RELEASED TIME BANK**
 - A. Effective February 1, 1994, a released time bank of 700 hours shall be established.
 - B. The use of released time bank hours will be determined by the Union President or designee(s) for the conduct of Union business. Time off in the utilization of released time bank hours shall not exceed eight (8) hours per month per employee. Exceptions to this may be made by the mutual agreement of the Employer and the Union; such hours may be used by designated Union members, Union representatives and Executive Board members and shall at all times be paid for at the straight-time, base rate.
 - C. Requests for use of released time bank hours shall be made by the Union President or designee(s) to the Director of the Office of Employee Relations at least ten working days prior to the date on which the employee is to be released. Requests for released time bank hours will not be honored when made directly to departments.
 - D. On February 1 of each ensuing year, the released time bank shall be replenished to 450 hours.



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3. This Agreement will be considered to be reaffirmed in accordance with Article 30, entitled "Scope of the Agreement," Section IX, for each succeeding contract term, except that either party may give notice that this Agreement will not be reaffirmed for the next contract term. In such case this Agreement will be terminated at the end of the contract term wherein notice was given.

FOR THE EMPLOYER

FOR THE UNION

Samuel A. Baker
Director, Employee Relations

Barbara Reeves
President, CTU

Date _____ *

Date _____ *

* Modified by date only.

* Reaffirmed by the parties April 9, 2003.

MICHIGAN STATE
U N I V E R S I T Y

LETTER OF AGREEMENT
Between
Michigan State University,
The Employer,
And
Clerical –Technical Union of MSU,
The Union.

Commencing upon the request of either the Union or the University during the term of this Agreement, which is April 1, 2003 to March 31, 2007, representatives of the Union and the Employer will meet to review the current classification system and to make recommendations with regard to the need for a classification study, which shall be subject to negotiations for the next Agreement.

For the University

For the Union

Samuel A. Baker
Director, Employee Relations

Barbara Reeves
President, CTU of MSU

Date

Date



**HUMAN
RESOURCES**

Employee Relations

Michigan State University
Nisbet Building
1407 S Harrison, Suite 250
East Lansing, Michigan
48823-5239

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

www.hr.msu.edu

MICHIGAN STATE
UNIVERSITY

LETTER OF AGREEMENT
Between
Michigan State University,
The Employer,
And
Clerical –Technical Union of MSU,
The Union.

- a. Employees may receive released time, not to be charged against the primary and secondary released time banks, to monitor and/or participate in elections for the Executive Board.
- b. Such released time shall be subject to the following conditions:
 - i. Released time shall be granted for this purpose once annually.
 - ii. Released time shall not exceed eight (8) hours per employee.
 - iii. The number of employees released for this purpose shall not exceed fifteen (15).
- c. Release time requests for ratification meetings shall be handled on an ad hoc basis and shall not be charged against the primary and secondary released time banks.



**HUMAN
RESOURCES**

Employee Relations

Michigan State University
Nisbet Building
1407 S Harrison, Suite 250
East Lansing, Michigan
48823-5239

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

www.hr.msu.edu

For the University

Samuel A. Baker
Director, Employee Relations

Date

For the Union

Barbara Reeves
President, CTU of MSU

Date

MICHIGAN STATE
UNIVERSITY

LETTER OF AGREEMENT
Between
Michigan State University,
The Employer,
And
Clerical –Technical Union of MSU,
The Union.

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

For the University

For the Union

Samuel A. Baker
Director, Employee Relations

Barbara Reeves
President, CTU of MSU

Date _____ *

Date _____ *



**HUMAN
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* Modified by date only.
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INDEX

Absences 15
Absences without pay 23-26
Absences with pay 16-23
Death & Dismemberment (AD&D)..... 28
Adoption or Parental Leave .. 23
Agreement..... 2-3
Anniversary date 12
Beneficiary 30
Benefits 26-31
Benefits while on leave..... 23-24
Board of Directors' Seniority 49
Break in service. 30-31, 53-54
Break periods 10
Bypass procedure 44
Call-in pay..... 15
Campus mail service. 61
Checkoff..... 63-64
Classifications 74-76
Classifications (new). 13
COBRA Benefits..... 31
Communications 60-61
Compensation schedule 11-13
Compensatory time 19
Confidential employees 40
Course Fee Courtesy 37
Definition of terms..... 4-6
Demotion..... 4
Dental insurance 30
Disciplinary action 53-54
Dues 63-65
Educational Assistance 32-37
Educational Assistance/job relatedness 33
Educational leave 24
Emergency duty 15
Employee Assistance Program 68
Employee Paid Life Plan 29-30
Employer's rights 66
Employer training programs 33-34
Evaluations..... 43-44
Expanded Life Plan..... 29-30
Extended Disability Leave..... 22

Fair Employment Practices	7
Filling vacant positions	40-46
Flexible Appointments.....	69-72
Foreign language proficiency	13
Full-time Equivalent (FTE) Service Months	5-6
Funeral leave	22-23
Government service ..	24
Grievance	55-60
Group grievance	55
Half time, definition..	4
Health care schedules	10
Holiday pay	19-20
Holidays	19
Hours	4-5,9-11
Illness during vacation	18
Inclement weather	15
Insurance benefits	26-31
Insurance benefits/termination.....	31
Insurance coverage while on layoff	31
Insurance coverage while on leave	30-31
Interview list	42-43
Interviews.....	42-43
Jobs and titles.....	74-76
Jury duty.....	23
Layoff.....	17,31,45,46-50
Late arrival	10
Leave of absence without pay	23-26,30-31
Leave of absence with pay	16-23,30
Leave time--reporting	16
Lockout	67
Longevity pay	37
Long-term disability..	28-29
Lowering of grade level	49-50
Lunch periods.....	9
Maternity leave	73
Medical/dental appointments	20
Membership	63
Merit increases	13
Military leave.....	17,26
New classifications	13
Non-credit courses/activities.	36-37
Notification of illness to supervision	21
Overtime	10,14
Overtime rates	14-15

Part-time employees.. .. .	10
Part-time employees, insurance for... .. .	27-28
Pay schedule.	11-12
Performance evaluation	43-44
Personal leave	18,20
Personal leave usage	15
Personnel folder(s)..... .	52-53
Physical requirements	43
Physicians Health Plan..... .	27
Physician's statement	21
Preselection	41
Prescription Drug Program	27
Probationary employees..... .	7-8
Project technicians	48-49
Promotions	4,13,40-41
Proportional benefits.	5
Reassignment from MSU to CTU..... .	62-63
Recall from layoff..... .	47-48
Reclassification of position... .. .	44
Recognition of unit	6-7
Refund of dues	63-64
Reinstatement..... .	59
Released time	61-63
Released time, President..... .	62
Released time, Vice Presidents..... .	62
Released time for classes	34
Reporting of time off.	16
Representation... .. .	61-63
Reprimand..... .	53-54
Requalification period..... .	45
Rest periods.. .. .	10
Retirement..... .	18,37-40,51
Retirement benefits	37-40
Retirement eligibility	39
Retirement/life insurance..... .	40
Retirement/sickness and disability leave	21-22
Retirement/old plan... .. .	38
Returning from leave	25
Returning to bargaining unit.	41
Return rights.	21
Rights and responsibilities of Union.	65-66
Rights of employer..... .	66
Review of records	45-46,52-53
Revocation of dues..... .	65

Safety	68
Salary	11-12
Schedules	9-11
Scope of agreement...	67-68
Seniority	7-9,51-52
Seniority, retroactive	7-9
Service Months	5-6,16-17
Shift differential	10
Shift hours	10
Shift premium	10
Sick leave	20-22
Sick leave accrual	20-21
Sick leave credits	16
Sick leave for family member's illness	20-21
Sick leave, payment for unused	21-22
Sick leave usage	20-21
Sickness and disability leave with pay	20-21
Standby	5,15
Strike	67
Super seniority	49
Suspension	43-44,53-54
Telephone lines	60
Temporary employees	8-9
Temporary employment extension	8
Termination	31,53-54
Three-quarter time, definition	4
TIAA/CREF	29,37-39
Titles of jobs	74-76
Transfer	4,41
Transportation problems	15
Travel Accident Insurance	29
Trial period... ..	45
Tuition reimbursement	34-35
Tuition waiver	35-36
Twenty-four hour operations	9
Uniforms	9
Union representatives' released time	61-63
Union representatives' seniority	49
Union rights and responsibilities	65-66

Union Security ..	63-65
Vacation accrual ..	16-18
Vacation eligibility.....	16-17
Vacation scheduling..	17-18
Vacation usage..	15
VDT Operation .	10
Voluntary resignation ..	51
Voluntary termination.....	15
Wage--maximums/minimums.....	11
Wage progression.....	12
Work at higher rated job ..	13
Workers' Compensation ..	17,45,50-51
Working hours ..	9-11
Written reprimands ..	43-44