

PURPOSE AND INTENT

The Employer and the Association recognize the moral principles involved in the area of civil rights and affirmative action and reaffirm in this Agreement their commitment not to discriminate because of participation in or affiliation with any labor organizations, ~~race, color, religion, creed, sex, age, national origin, marital status, handicap, and sexual orientation~~ **AGE, COLOR, GENDER, GENDER IDENTITY, DISABILITY, HEIGHT, MARITAL STATUS, FAMILIAL STATUS, NATIONAL ORIGIN, POLITICAL PERSUASION, RACE, RELIGION, SEXUAL ORIENTATION, VETERAN STATUS, OR WEIGHT**, except to the extent that such matters are, under law, allowable, bona fide job qualifications.

ARTICLE 6 – Association Rights

(NEW PARAGRAPH)

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.

-35 For the purpose of release time, the number of APA Executive Board members may not exceed fifteen (15). The total aggregate number of working hours of release time for these employees shall not exceed forty-five (45) hours per month excluding time afforded Grievance Officers and the Association Chairperson. Additional release time for Union Officers may be approved by the Office of Employee Relations. The Office of Employee Relations must receive notice of individuals and release time to be used at least two (2) working days in advance.

-36 A. The Association Chairperson, **AND VICE-CHAIRPERSON/DESIGNEE** shall **EACH** be authorized 100 percent release time to carry out the responsibilities of his/her office. Applicable salary and progression increases shall be provided during his/her term of office.

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

For purposes of recall, when the Association Chairperson, **AND/OR VICE-CHAIRPERSON/DESIGNEE** relinquishes his/her office, he/she shall be deemed to have the greatest length of service and will be recalled to vacant positions first, provided he/she meets the minimum requirements and is capable of performing the duties of the position within a ninety (90) day evaluation period.

If the Association Chairperson, **AND/OR VICE-CHAIRPERSON/DESIGNEE** who relinquishes his/her office meets the minimum requirements for a vacant position and is denied the ninety (90) day evaluation period he/she shall receive written reasons why he/she was not selected for the evaluation period with a copy to the Chairperson of the Association.

C. Designee may be any of the following positions: Executive Board Member, Association Representative, or Committee Chair.

This provision provides 100% release time for the Association Chairperson, and release time equivalent to one full time position (100% FTE) to be shared between the Association Vice-Chairperson and her/his designee(s). The distribution of the release time for Vice-Chairperson/Designee shall be in increments no less than 25% FTE and shall be declared once per contract year by notice to the Office of Employee Relations.

ARTICLE 7 – Employment Status

D. Full-time Equivalent (FTE) Service Months

- 51 a. Full-time equivalent (FTE) service month is defined as the cumulative full-time equivalent (FTE) months of service for University employment of 50.0% or greater. FTE service months will be used in determining eligibility for University benefits that require a service waiting period.
- b. FTE service months will be credited each month as follows:
- a) 1.00 credit per month for full-time (90-100 percent) employees
 - b) .75 credit per month for 3/4 time (65-89.9 percent) employees
 - c) .50 credit per month for 1/2 time (50-64.9 percent) employees
- c. For new hires, terminations, percent of employment changes, etc., FTE service months will be credited based on an employee's status as of the 15th of the month.
- d. Employees on paid and unpaid leaves of absence or layoff will continue to accrue FTE service months for up to (2) years of the leave based on their percent of employment immediately before the leave/layoff.

- e. ~~Employees meeting the minimum retirement requirements will remain eligible to maintain group hospitalization and dental insurance and receive the Employer's proportional contribution. Retirees are required to enroll in both parts A and B of Medicare and pay the required premium when eligible. University coverage shall become supplemental to Medicare.~~

(replace current)

- e. **AN OFFICIAL RETIREE REQUIRES A MINIMUM OF 15 OR MORE YEARS OF SERVICE AND AT LEAST AGE SIXTY-TWO (62) OR TWENTY-FIVE (25) YEARS OF SERVICE AT ANY AGE. EMPLOYEES MEETING THE MINIMUM OFFICIAL RETIREMENT REQUIREMENTS (AND HIRED PRIOR TO 07/01/10) WILL RECEIVE A UNIVERSITY CONTRIBUTION TOWARD HEALTH, PRESCRIPTION, AND DENTAL COVERAGE. THE LEVEL OF UNIVERSITY CONTRIBUTION WILL BE DETERMINED BY THE EMPLOYEE'S FULL-TIME EQUIVALENT (FTE) SERVICE MONTHS AT RETIREMENT.**
- f. If an employee retires with **FIFTEEN (15) OR MORE** years of service and **IS** at least age **SIXTY-TWO 62, (AND WAS HIRED PRIOR TO 7/1/2010)** use the following FTE Service Months ranges to **WILL** determine employer's **HIS/HER** health, **PRESCRIPTION DRUG COVERAGE** and dental contribution **LEVEL** during retirement:

FTE SERVICE MONTHS

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

G. If an Employee retires with **TWENTY-FIVE (25) OR MORE** years of service at any age **(AND WAS HIRED PRIOR TO 7/1/2010)**, use the following FTE service month ranges to **WILL** determine employer's **HIS/HER** health, **PRESCRIPTION DRUG COVERAGE** and dental contribution **LEVEL** during retirement:

FTE SERVICE MONTHS

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

(new) H. UNIVERSITY CONTRIBUTION CRITERIA TOWARD HEALTH AND DENTAL

UNIVERSITY CONTRIBUTION LEVELS ARE BASED ON THE NUMBER OF FULL TIME EQUIVALENT (FTE) SERVICE MONTHS AT RETIREMENT

EMPLOYEES HIRED PRIOR TO 7/01/02	UNIVERSITY CONTRIBUTION TOWARD THE PREMIUM WILL APPLY TO HEALTH, PRESCRIPTION, AND DENTAL COVERAGE FOR THE RETIREE, SPOUSE, AND ELIGIBLE DEPENDENTS.
EMPLOYEES HIRED ON OR AFTER 7/01/02 AND PRIOR TO 7/01/10	UNIVERSITY CONTRIBUTION TOWARD THE PREMIUM WILL APPLY TO HEALTH, PRESCRIPTION, AND DENTAL COVERAGE FOR THE RETIREE ONLY. THE RETIREE MAY ELECT TO CONTINUE COVERAGE FOR SPOUSE AND ELIGIBLE DEPENDENTS BY PAYING THE APPLICABLE PREMIUM.
EMPLOYEES HIRED ON OR AFTER 7/01/10	THE RETIREE MAY ELECT TO CONTINUE COVERAGE FOR THE RETIREE, SPOUSE, AND ELIGIBLE DEPENDENTS BY PAYING THE APPLICABLE PREMIUM.

(new) I. OTHER ELIGIBLE INDIVIDUAL (OEI):

CONTINUATION OF HEALTH, PRESCRIPTION, AND DENTAL COVERAGE IN RETIREMENT, WITH MSU CONTRIBUTION, FOR AN OTHER ELIGIBLE INDIVIDUAL AND ELIGIBLE DEPENDENTS MAY OCCUR IF THE OTHER ELIGIBLE INDIVIDUAL WAS OFFICIALLY REGISTERED ON OR BEFORE JANUARY 1, 2009 AND THE MSU EMPLOYEE WAS RETIRED OR HAD MET THE MINIMUM RETIREMENT ELIGIBILITY CRITERIA ON OR BEFORE JANUARY 1, 2009.

IF EITHER OF THE ABOVE CONDITIONS WERE NOT MET AS OF JANUARY 1, 2009, THE OTHER ELIGIBLE INDIVIDUAL IS NOT ELIGIBLE TO RECEIVE THE MSU CONTRIBUTION; HOWEVER, THE OTHER ELIGIBLE INDIVIDUAL

IS ELIGIBLE TO ENROLL AND PURCHASE A HEALTH/DENTAL PLAN CONSISTENT WITH THE PLAN THE RETIREE IS ENROLLED IN.

(NEW) J. RETIREES ARE REQUIRED TO ENROLL IN BOTH PARTS A AND B OF MEDICARE, AND PAY THE REQUIRED PREMIUM WHEN ELIGIBLE. UNIVERSITY COVERAGE WILL BECOME SUPPLEMENTAL TO MEDICARE.

ARTICLE 15 - Classification

-107 The Employer establishes and maintains a system for the evaluation and classification of all bargaining unit positions. The authority to classify new positions, reclassify existing positions and eliminate positions is vested in the Office of Human Resource Services.

-108 When a classification is established or modified, the grade level for the classification shall be fixed by the Employer and the Association shall be notified before implementation. The compensation level shall be in conformity with rates established for positions of similar responsibility. If there is a disagreement over the compensation assigned the position, a special conference may be scheduled with the Office of Employee Relations. If the disagreement is not resolved, the Association may file a demand for arbitration within fourteen (14) calendar days of the special conference. The Arbitrator shall be limited to determining the appropriateness of the compensation level assigned the position but shall be without power to assign a compensation level for the classification.

-109 The unit administrator will normally initiate requests for position reclassification. However, requests may be initiated by the Association. Such requests shall be directed to the Assistant Vice President for Human Resources, whose decision on the request shall not be subject to review or grievance. If a request made under this paragraph is not approved, written reasons will be provided the Association.

-110 The salary of an employee whose position is reclassified to a higher grade level shall be no less than the minimum salary of the higher grade level.

(new) AN EMPLOYEE WHOSE POSITION IS RECLASSIFIED WILL NOT BE REQUIRED TO SERVE EITHER A PROBATIONARY PERIOD OR A TRIAL PERIOD.

ARTICLE 17 – Compensation Programs

I. General Increase

-124 Effective October 1, 2007**12**, ~~A one and one quarter (1.25%)~~ **(1%)** percent general salary **LUMP SUM** increase monies calculated on the September 30,

~~2007 2012 total~~ **INDIVIDUAL** salary base will be made available **ACROSS THE BOARD** for **TO** all employees who received a satisfactory rating on the latest employee evaluation. For purposes of this provision, an employee shall not be considered unsatisfactory until the employee's performance is determined to be unsatisfactory in two consecutive evaluations. ~~General salary increase monies will be allocated in the following manner:~~

~~One and one-quarter (1.25) percent will be made available for all eligible employees, sixty (60) percent of which will be allocated on the basis of merit consideration and forty (40) percent of which will be allocated across the board.~~

EFFECTIVE OCTOBER 1, 2012, ONE (1%) PERCENT GENERAL SALARY INCREASE MONIES CALCULATED FROM THE SEPTEMBER 30, 2012 TOTAL SALARY BASE WILL BE MADE ACROSS THE BOARD TO ALL EMPLOYEES WHO RECEIVED A SATISFACTORY RATING ON THE LATEST EMPLOYEE EVALUATION. FOR PURPOSES OF THIS PROVISION, AN EMPLOYEE SHALL NOT BE CONSIDERED UNSATISFACTORY UNTIL THE EMPLOYEE'S PERFORMANCE IS DETERMINED TO BE UNSATISFACTORY IN TWO CONSECUTIVE EVALUATIONS.

~~-125 Effective October 1, 200813, two and three-quarters (2.75%) percent general salary increase monies calculated from the September 30, 200813 total salary base will be made available for all employees who received a satisfactory rating on the latest employee evaluation. For purposes of this provision, an employee shall not be considered unsatisfactory until the employee's performance is determined to be unsatisfactory in two consecutive evaluations. General salary increase monies will be allocated in the following manner:~~

~~Two and three-quarters (2.75%) percent will be made available for all eligible employees, sixty (60) percent of which will be allocated on the basis of merit consideration and forty (40) percent of which will be allocated across the board.~~

~~-126 Effective October 1, 2009 and October 1, 2010, general salary increase monies calculated on the September 30, 2009 and September 30, 2010 total salary base (respectively) will be made available for all employees who received a satisfactory rating on the latest employee evaluation, the amount of which 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 Association.~~ **EFFECTIVE OCTOBER 1, 2014, TWO (2%) PERCENT GENERAL SALARY INCREASE MONIES CALCULATED FROM THE SEPTEMBER 30, 2014 TOTAL SALARY BASE WILL BE MADE AVAILABLE FOR ALL EMPLOYEES WHO RECEIVED A SATISFACTORY RATING ON THE LATEST EMPLOYEE EVALUATION.** For purposes of this provision, an employee shall not be considered unsatisfactory until the employee's performance is determined to be unsatisfactory in two consecutive

evaluations. General salary increase monies will be allocated in the following manner:

TWO PERCENT WILL BE MADE AVAILABLE FOR ALL ELIGIBLE EMPLOYEES, SIXTY (60) PERCENT OF WHICH WILL BE ALLOCATED ON THE BASIS OF MERIT CONSIDERATION AND FORTY (40) PERCENT OF WHICH WILL BE ALLOCATED ACROSS THE BOARD.

~~The general salary increase monies will be made available for all eligible employees, sixty (60) **100** percent of which will be allocated on the basis of merit consideration and forty (40) percent of which will be allocated across the board~~

~~-127 Effective October 1, 2007, October 1, 2008, October 1, 2009 and October 1, 2010, general salary increase monies will be allocated as described below unless an alternative agreement is reached between the parties as of the previous August 1. If no agreement is reached, general salary increase monies will be distributed in the following manner:~~

~~The Increase will be made available for all eligible employees, sixty (60) percent of which will be allocated on the basis of merit consideration and forth (40) percent of which will be allocated across the board.~~

-128 All funds made available by the Employer for general increases shall be expended on salaries of employees in the bargaining unit.

-129 Special merit salary increases may be granted during the contract year with appropriate approvals.

II. Salary Progression Program

-130 Salary Progression increase consideration will be given to employees who have completed at least one (1) year of service on the effective date of the increase, whose current performance is determined to be not less than satisfactory, and whose salary is less than one hundred twenty-five (125) percent of the minimum hiring level.

-131 Employees shall receive a progression increase upon completion of one year, for the first year only.

-132 Effective January 1, 2008~~12~~, eligible employees will receive progression increases in the amount of three (3) percent up to the 125% level. Employees will not receive progression increases if they have less than a satisfactory overall rating on the latest employee evaluation.

-133 Effective January 1, 2009~~13~~, eligible employees will receive progression increases in the amount of three (3) percent up to the 125% level. Employees will not receive progression increases if they have less than a satisfactory overall rating on the latest employee evaluation.

-134 Effective January 1, 2010~~4~~, eligible employees will receive progression increases in the amount of three (3) percent up to the 125% level. Employees will not receive progression increases if they have less than a satisfactory overall rating on the latest employee evaluation.

-135 Effective January 1, 2014~~5~~, eligible employees will receive progression increases in the amount of three (3) percent up to the 125% level. Employees will not receive progression increases if they have less than a satisfactory overall rating on the latest employee evaluation.

III. Minimum Hiring Rates

-136 The minimum hiring rate for grade levels may be increased by the Employer.

-137 Effective October 1, 2007~~12~~ the Minimum Hiring and Automatic Progression Levels will increase by 1.25~~00~~**00**%.

-138 Effective October 1, 2008~~13~~ the Minimum Hiring and Automatic Progression Levels will increase by 2.75~~00~~**00**%.

-139 Effective October 1, 2009~~14~~ the Minimum Hiring and Automatic Progression Levels will increase by ~~the percentage of the October 1, 2009 general salary increase~~ **2.00**%.

~~-140 Effective October 1, 2010 the Minimum Hiring and Automatic Progression Levels will increase by the percentage of the October 1, 2010 general salary increase.~~

IV. Salary Schedules

-141 Effective October 1, 2007**11** through September 30, 2008**12**, the Minimum Hiring and Automatic Progression Level rates are:

<u>Grade Level</u>	<u>Minimum</u>	<u>Progression Level</u>
8	\$28,716 \$30,848	\$35,895 \$38,560
9	\$31,026 \$33,329	\$38,783 \$41,661
10	\$33,495 \$35,981	\$41,869 \$44,976
11	\$36,190 \$38,876	\$45,238 \$48,595
12	\$39,077 \$41,979	\$48,846 \$52,474
13	\$42,191 \$45,323	\$52,739 \$56,654
14	\$45,565 \$48,947	\$56,956 \$61,184
15	\$49,211 \$52,864	\$61,514 \$66,080
16	\$53,145 \$57,090	\$66,431 \$71,363
17	\$61,658	\$77,073

-142 Effective October 1, 2008**12** through September 30, 2009**13**, the Minimum Hiring and Automatic Progression Level rates are:

<u>Grade Level</u>	<u>Minimum</u>	<u>Progression Level</u>
8	\$31,156	\$38,945
9	\$33,662	\$42,078
10	\$36,341	\$45,426
11	\$39,265	\$49,081
12	\$42,399	\$52,999
13	\$45,776	\$57,220
14	\$49,436	\$61,795
15	\$53,393	\$66,741
16	\$57,661	\$72,076
17	\$62,275	\$77,844

-143 Effective October 1, 2009**13** through September 30, 2010**4**, the Minimum Hiring and Automatic Progression Level rates will increase by the percentage of the October 1, 2009 general salary increase. **ARE:**

<u>Grade Level</u>	<u>Minimum</u>	<u>Progression Level</u>
8	\$31,779	\$39,724
9	\$34,335	\$42,919
10	\$37,068	\$46,335

11	\$40,050	\$50,063
12	\$43,247	\$54,059
13	\$46,692	\$58,365
14	\$50,425	\$63,031
15	\$54,461	\$68,076
16	\$58,814	\$73,518
17	\$63,521	\$79,401

-144 Effective October 1, 2010~~4~~ through September 30, 201~~4~~5, the Minimum Hiring and Automatic Progression Level rates ~~will increase by the percentage of the October 1, 2010~~4~~ general salary increase.~~ **ARE:**

<u>Grade Level</u>	<u>Minimum</u>	<u>Progression Level</u>
8	\$32,415	\$40,519
9	\$35,022	\$43,778
10	\$37,809	\$47,261
11	\$40,851	\$51,064
12	\$44,112	\$55,140
13	\$47,626	\$59,533
14	\$51,434	\$64,293
15	\$55,550	\$69,438
16	\$59,990	\$74,988
17	\$64,791	\$80,989

ARTICLE 18 - Overtime

Overtime

-147 ~~Paid time (vacation, sick leave, Holiday~~ **TIME**, ~~personal leave, compensatory time, jury duty, military leave and bereavement leave)~~ is considered as time worked for the purpose of overtime computation. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

CALL-IN PAY

-(NEW PARA) AN EMPLOYEE IN GRADE LEVELS 8, 9, 10, AND 11 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.

STANDBY PAY

-(NEW PARA) 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.

-(NEW PARA) EMPLOYEES IN GRADE LEVELS 8, 9, 10, AND 11 WHO ARE 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 TWENTY-FOUR (24) HOUR PERIOD THAT HE/SHE IS SCHEDULED ON 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 TO BE IN A POSITION TO REPORT TO WORK IMMEDIATELY WHEN CALLED. A STANDBY ASSIGNMENT WHICH RESULTS IN A CALL TO REPORT TO WORK IS NOT ELIGIBLE FOR CALL IN PAY. UPON REPORTING TO WORK, EMPLOYEES 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 20 – Leave of Absence Without Pay

II. Absences Without Pay Including Layoff (Exceeding 10 Days)

-154 All leaves of absence must be approved by the supervisor, the administrative head of the unit and the Office of Human Resource Services. They may be taken for reasons as specified in paragraph ~~460~~ **158 (typo)**.

ARTICLE 24 – Sick Leave

-187 Sick leave with pay may be used for the following reasons:

1. Personal illness or incapacity over which the employee has no reasonable control that prohibits the performance of the duties of the employee's job.
2. Absence from work because of exposure to contagious disease that, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
3. To complete appointments for medical or dental treatment when it is not possible to arrange such appointments for nonduty hours.
4. Twenty-four (24)-hours of accrued sick leave per fiscal year may be used for illness of a member of the immediate family as defined in paragraph ~~263-1~~ or a member of the household. An additional ~~forty (40)~~ **FIFTY-SIX (56)** hours may be used for the care of dependent children, parents, or spouse, **OR OTHER ELIGIBLE INDIVIDUAL** who are ill. The total number of hours shall not exceed ~~sixty four (64)~~ **EIGHTY (80)**.

5. Illness or incapacity associated with pregnancy (see Maternity Leave section).

ARTICLE 27 – Flexible Appointments

-230 University Contribution to **THE MSU 403(B)** Base Retirement Plan **PROGRAM** and Social Security.¹

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

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

-231 All salary-related benefits (paid leave, Employee-Paid Life, **MSU 403(B)** Base Retirement Plan **PROGRAM**, Long Term Disability, Expanded Life Plan, Extended Disability, and longevity) are based upon the flexible appointee's base salary. The longevity cap will be that of full-time employees.

ARTICLE 29 – Jury Duty Pay

-249 The University recognizes the civic responsibility of employees to serve on jury duty and makes provision for eligible employees to perform such duty without loss of pay. Employees who are called to serve on jury will be compensated for the difference between pay received from the court and straight time base pay. Employees who are called to testify pursuant to court-issued subpoenas will receive jury duty pay in that event also.

-250 Benefit begins on date of hire, rehire, or change to regular status of half-time or more. The employee must notify supervision of the call to jury duty as soon as the information is known and must provide proof of the call to jury duty and proof of jury duty pay. The employee is expected to report for regular University duty when temporarily excused from attendance at court. When called to testify, the employee must provide proof of subpoena and proof of witness fee or proof that no witness fee was provided.

~~-251 For each work day of full or partial absence due to jury duty, and provided the employee returns to regular University duty when temporarily excused from attendance at court, the employee will receive the difference in pay between:~~

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

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

¹Subject to all current eligibility requirements.

-251 (NEW PARA) EMPLOYEES SERVING ON JURY DUTY, WHO ARE ABSENT FROM WORK FOR 80 CONTINUOUS HOURS OR LESS, WILL RECEIVE THEIR REGULAR PAY AND WILL NOT BE REQUIRED TO SUBMIT PROOF OF JURY DUTY PAYMENT TO THE UNIVERSITY. THEY MUST, HOWEVER, STILL SUBMIT PROOF OF JURY DUTY SERVICE TO THEIR SUPERVISOR.

(INSERT NEW PARA) EMPLOYEES SERVING ON JURY DUTY WHO ARE ABSENT FROM WORK FOR MORE THAN 80 CONTINUOUS HOURS WILL BE REQUIRED TO SUBMIT PROOF OF JURY DUTY PAYMENT TO THEIR SUPERVISOR TO FACILITATE THE OFFSET AND ADJUSTMENT OF THEIR REGULAR, STRAIGHT-TIME BASE PAY BY JURY DUTY PAYMENTS OR WITNESS FEES RECEIVED FROM THE COURT.

-252 If the employee is otherwise eligible for holiday pay, holiday pay may be made if jury duty is interrupted by a legal holiday recognized by the University.

-253 Part-time employees will be paid the difference in pay only for the hours scheduled to work but not worked because of jury duty.

ARTICLE 31 – Bereavement Days

-261 Up to three (3) bereavement days will be allowed in the case of death of the employee's:

Spouse	Grandparents	Father-in-law
Child	Grandchild	Mother-in-law
Brother	Half-Brother	Son-in-law
Sister	Half-Sister	Daughter-in-law
Parents	Step-Parents	Brother-in-law
OTHER ELIGIBLE INDIVIDUAL	Grandparents-in-law	Sister-in-law

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

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

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

ARTICLE 41 – Educational Assistance

-290 The University provides assistance to enhance an employee's educational and career development needs and goals for regular full-time and part-time staff.

(Insert new para) TUITION FEES FROM MSU WILL BE REIMBURSED FOR CREDIT COURSES FOR UP TO FOURTEEN (14) CREDITS PER MSU ACADEMIC YEAR UPON SUCCESSFUL COMPLETION OF THE COURSE(S) AS FOLLOWS:

- A. FOR GRADUATE CREDIT COURSES TAKEN THROUGH MSU, THE TUITION FEE UP TO 70% OF THE MSU LIFELONG LEARNING TUITION RATE PER CREDIT TAKEN, NOT TO EXCEED 14 SEMESTER CREDITS PER ACADEMIC YEAR.**
- B. FOR UNDERGRADUATE CREDIT COURSES TAKEN THROUGH MSU, THE TUITION FEE UP TO 40% OF THE MSU LIFELONG LEARNING TUITION RATE PER CREDIT TAKEN, NOT TO EXCEED 14 SEMESTER CREDITS PER ACADEMIC YEAR.**
- C. REGISTRATION/MATRICULATION FEES, COURSE FEES, LAB FEES, BOOKS AND OTHER COURSE MATERIALS CHARGED BY MSU ARE THE RESPONSIBILITY OF THE STUDENT.**
- D. TUITION FEES IN EXCESS OF FOURTEEN (14) CREDIT HOURS PER ACADEMIC YEAR ARE THE RESPONSIBILITY OF THE STUDENT.**

A GRADE OF 2.0 OR BETTER (OR "CR" - CREDIT) IS REQUIRED FOR A CREDIT COURSE.

~~-291 Tuition from an accredited educational institution will be reimbursed for up to fourteen (14) credits per MSU academic year upon successful completion of the course(s)~~

- ~~a. 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.~~

~~A grade of 2.0 or better (or "cr" credit) is required for a credit course.~~

-292 Reimbursement for tuition at other institutions shall **NOT BE COVERED**. ~~be no greater than the prevailing MSU resident lifelong education rates.~~

-293 If the employee is covered by benefits such as scholarship or fellowship aid, government aid, GI benefits, or similar assistance, reimbursement will be made only for that portion of the tuition which exceeds the amount of those benefits.

Release Time

-294 Release time may be granted for up to five (5) hours per week. **RELEASE TIME SHALL NOT BE UNREASONABLY DENIED. IF RELEASE TIME IS DENIED, UPON REQUEST THE REASON WILL BE PROVIDED IN WRITING TO THE EMPLOYEE.**

Eligibility

-295 The benefit becomes effective if the first day of class commences after the employee has completed twelve (12) continuous full-time equivalent service months. The employee must have permission of his/her supervisor and/or department/unit administrator.

-296 The employee must be admitted to the educational institution where the course work will be taken and must be employed full-time, part-time or on a flexible appointment when course work is completed to be eligible for reimbursement. Employees who are laid off after a course(s) has begun will be eligible for reimbursement upon its completion.

-297 To receive waiver/reimbursement for MSU courses, the employee shall submit the completed educational assistance form with departmental approval to Human Resources Development (HRD) thirty (30) days prior to the start of class. To receive reimbursement for non-MSU courses, the employee shall submit the completed educational assistance form with departmental approval to HRD thirty (30) days prior to the start of class and send evidence that he/she has successfully completed the course within fifteen (15) days of the receipt of such evidence.

~~-298 Reimbursement for the course(s) will be the MSU per credit tuition rate not to exceed fourteen (14) per academic year, plus the MSU matriculation fees where applicable. Course and other fees are the responsibility of the employee.~~

~~Course and other fees are the responsibility of the employee.~~

Educational Assistance for Employees on Layoff

-299 Employees on layoff, as defined in Article 16, Reduction in Force, shall be provided consideration for training programs offered through Human Resources

Development on a “space available” basis without cost to the employee. The determination of “space available” shall be in the sole discretion of the Employer. The Foundations of Effective Leadership series, the Planning and Organizing for PALM Users programs, and other programs determined by the Employer to require high cost materials to be provided to participants shall be exempt from this provision.

Tuition Waiver

-300 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).

-301 Employees interested in utilizing the tuition waiver program must submit their educational assistance application complete with departmental approval to HRD thirty (30) days prior to the semester billing date set by the Fees and Scholarship Office. The application must be marked with a request for tuition waiver. Applications for Educational Assistance received after this deadline may result in late fees being assessed by Enrollment Services according to MSU registration policies. Payment of late fees is the responsibility of the employee.

-302 If the above timelines are met and the educational assistance application is approved, HRD will forward a list of employees eligible for tuition waiver to the Fees and Scholarship Office and to the Association.

~~-303 Employees will be responsible for all charges in excess of the Matriculation Fee and in excess of up to fourteen (14) credit hours over the academic year. HRD will supply the Fees and Scholarships Office with the total credits available for tuition waiver for each eligible employee. In the event the approved course(s) is/are unavailable at the time of registration, other appropriate course(s) may be substituted and the application amended subject to the approval of the department administrator or designee and HRD.~~

-303 TUITION FEES FROM MSU WILL BE WAIVED FOR CREDIT COURSES FOR UP TO FOURTEEN (14) CREDITS PER MSU ACADEMIC YEAR UPON SUCCESSFUL COMPLETION OF THE COURSE(S) AS FOLLOWS:

A. FOR GRADUATE CREDIT COURSES TAKEN THROUGH MSU, THE TUITION FEE UP TO 70% OF THE MSU LIFELONG LEARNING TUITION RATE PER CREDIT TAKEN.

B. FOR UNDERGRADUATE CREDIT COURSES TAKEN THROUGH MSU, THE TUITION FEE UP TO 40% OF THE MSU LIFELONG LEARNING TUITION RATE PER CREDIT

TAKEN.

C. REGISTRATION/MATRICULATION FEES, COURSE FEES, LAB FEES, BOOKS AND OTHER COURSE MATERIALS CHARGED BY MSU ARE THE RESPONSIBILITY OF THE STUDENT.

D. TUITION FEES IN EXCESS OF FOURTEEN (14) CREDIT HOURS PER ACADEMIC YEAR ARE THE RESPONSIBILITY OF THE STUDENT.

A GRADE OF 2.0 OR BETTER (OR "CR" - CREDIT) IS REQUIRED FOR A CREDIT COURSE.

-304 Employees who have had their tuition waived will authorize HRD to verify completion of approved courses with Enrollment Services upon application for waiver. In cases where tuition waivers are withdrawn (e.g., terminated employee, non-approved course, unsuccessful completion), the University will attempt to payroll deduct the waived tuition. If the University is unable to make collection through payroll deduction, the Association agrees to be responsible for the outstanding debt(s).

Non-Credit Courses

-305 Employees may apply for reimbursement and release time for job-related non-credit courses which are offered through the University Outreach (e.g., lifelong education, continuing education and evening college), MSU computing and technology training programs, Davenport College, Lansing Community College, and high school adult education programs or other HRD approved educational/training programs.

-306 Employees may apply for reimbursement (without release time) for career-related non-credit courses which are offered through the University Outreach (e.g., lifelong education, continuing education and evening college), MSU computing and technology training programs, Davenport College, Lansing Community College, and high school adult education programs or other HRD approved educational/training programs. In such cases, HRD shall have the sole right to determine career-relatedness.

-307 If non-credit courses only are being taken during an academic year, reimbursement will not exceed eight hundred (\$800.00) dollars.

-308 If non-credit courses are being taken during the same academic year as a course per paragraphs **S 290, 291, and 303** ~~293~~ above, the total reimbursement **AND/OR WAIVER** will not exceed **70% OF** the MSU **LIFELONG LEARNING TUITION** rate per credit for **UP TO** fourteen (14) credit hours.

-309 Employees must document their successful completion of non-credit courses by submitting either (1) a certificate from the course signed by the instructor, or (2) a form provided by HRD signed by the instructor.

Letter of Agreement Re: Educational Assistance

Employees who are currently enrolled at Michigan State University or another Michigan-based educational institution for Fall 2011 will be allowed to continue the Educational Assistance benefits as provided for in the 2007-2011 collective bargaining agreement until the earlier of:

1. Completion of the degree which they are currently pursuing, or
2. The conclusion of classes for Summer term 2012.

Under no circumstances will an employee receive educational assistance under the terms of the 2007-2011 agreement for courses beginning on or after the conclusion of the 2011-2012 academic year.

ARTICLE 42 – Course Fee Courtesy

-310 It is understood by both parties to this agreement the Course Fee Courtesy Policy herein described shall be identical in all respects, except for the time period for eligibility as described in paragraph ~~314~~**312** below, to the Course Fee Courtesy Policy in effect for MSU faculty as approved by the MSU Board of Trustees.

-311 Any changes or improvements to the faculty program shall be paralleled at the same time in the Administrative Professional program.

-312 Dependent children, spouses and qualified same-sex domestic partners of regular full-time employees who have been continuously employed by MSU for a period of sixty (60) full-time equivalent service months or more and who are employed prior to the second week of a semester or summer session will be entitled to a course fee courtesy. The course fee courtesy consists of the credit of one-half of the applicable resident undergraduate course fees.

-313 Dependent children shall be defined as (a) all legally dependent children of eligible staff; and (b) such children who have eligible staff as their legal guardians.

-314 Spouse shall be defined as the legally recognized spouse of a staff member.

-315 Course fees shall be defined as the amount associated with credit hour enrollment and shall not include the registration fee or such fees, taxes and charges as may be collected for third parties.

-316 The course fee courtesy will be granted through the semester in which the 120th credit is attempted, provided the dependent child, spouse or qualified same-sex domestic partner is registered as a student in good academic standing at Michigan State University in a curriculum leading to the first baccalaureate degree or to a certificate in the Agricultural Technology program. For undergraduate students with transferable credits and Michigan State University credits attempted equals 120. The course fee courtesy is available only to students enrolled through the on-campus registration process.

-317 The course fee courtesy for dependent children, spouse and qualified same-sex domestic partner will be ~~discounted~~ **DISCONTINUED** at the conclusion of the semester or summer session at which the employment of the eligible staff member is terminated. If the dependent child, spouse or qualified same-sex domestic partner is enrolled at the time of the eligible staff member's retirement in accordance with Michigan State University retirement policy, commencement of University long-term disability, or death, the course fee courtesy will continue in accordance with the provision contained in paragraph 314 above.

-318 If the dependent child, spouse or qualified same-sex domestic partner drops courses or withdraws from school during the refund period, any refund applicable to the course fee courtesy will revert to the University.

-319 Dependent children, spouse and qualified same-sex domestic partner of eligible staff on approved leave of absence will be eligible for the course fee courtesy.

-320 This program also covers the surviving dependent children, spouse and qualified same-sex domestic partner of eligible staff and retirees.

-321 Application may be made for the full academic year, beginning with Fall Semester.

-322 Student eligibility is based on the following criteria:

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

and/or for courses in which the student received Deferred, Incomplete, N, No Credit and 0.0.

-323 As a scholarship award the Course Fee Courtesy will be considered in determining eligibility for additional financial assistance for those students who also apply for financial aid at Michigan State University. All eligible student applicants will receive the Course Fee Courtesy. However, if other forms of financial aid have been awarded to attend Michigan State University, the aid will be adjusted to reflect the Course Fee Courtesy. Depending on the types of awarded aid as well as when the Office of Financial Aids is informed of eligibility for the Course Fee Courtesy, the adjustment may be made to awarded grants, and loan or work eligibility according to the guidelines of the Office of Financial Aids, and the student shall be so informed.

-324 Eligibility for other tuition-specific awards (such as the Michigan Competitive Scholarship, Kodak Scholarship or Engineering Cooperative Award) will reduce the Course Fee Courtesy award so that the awards in combination will not exceed assessed tuition.

-325 Course fees covered through the Course Fee Courtesy Program will be limited to courses published in the Schedule of Courses and its supplements.

-326 Request for application forms or questions regarding the Course Fee Courtesy Program should be directed to the Human Resources Benefits.

(NEW) ANY CHANGES TO THE CURRENT PRACTICES SHALL BE SUBJECT TO NEGOTIATIONS.

Footnote: "Michigan State University discontinued benefits for MSU recognized same-sex domestic partners in order to comply with the Michigan Supreme Court's ruling in National Pride at Work, Inc. v. Governor of Michigan, 481 Mich. 56 (2008). Accordingly, references to MSU recognized same-sex domestic partners in this policy have been rendered invalid."

ARTICLE 43 – Retirement Plan

-327 The University provides a contributory **403(B)** ~~Base~~ **Retirement Plan PROGRAM** for regular staff working half time or more. **IT IS PART OF THE MSU 403(B) RETIREMENT PLAN, WHICH IS A DEFINED CONTRIBUTION PLAN OPERATED UNDER SECTION 403(B) OF THE INTERNAL REVENUE CODE.** The benefit provides income during retirement and benefit payments in the event of death before retirement. ~~Contributions from the employee and the University are paid into an individual contract between the employee and the company or eligible vendor.~~

-328 Employee contributions are 5% and University contributions are 10% of the employee's base salary or wage.

-329 The University's contribution is made on a tax-deferred basis, i.e., the employee does not report the University contribution as earned income when filing income tax returns for the calendar year. After retirement, the employee does pay taxes on the amounts received.

-330 An additional portion of the employee's salary may be contributed by the employee to **THE MSU 403(B) a sSupplemental rRetirement plan—vendor approved by the University PROGRAM AND/OR MSU 457(B) DEFERRED COMPENSATION PLAN**, on a tax-deferred basis, through payroll deduction, subject to Internal Revenue Service limitations.

-331 Administrative Professional employees may optionally elect immediate participation **IN THE MSU 403(B) BASE RETIREMENT PLAN AND/OR MSU 457(B) DEFERRED COMPENSATION PLAN**, upon employment, or may delay participation for up to twenty four (24) FTE service months from their appointment date or to the 35th birthday, whichever is later, at which time participation is required. Once required participation begins, ~~it is not possible to withdraw from the Base Retirement Plan~~ **THE EMPLOYEE MUST CONTINUE CONTRIBUTING TO THE MSU 403(B) BASE RETIREMENT PROGRAM** while employed at the University.

**(Insert New Para) OTHER RETIREMENT INFORMATION
ADDITIONAL MSU 403(B) BASE RETIREMENT PROGRAM CONTRIBUTION FOR
EMPLOYEES HIRED ON OR AFTER JULY 1, 2010.**

- 1. FOR REGULAR EMPLOYEES HIRED ON OR AFTER JULY 1, 2010, THE EMPLOYER WILL MAKE ADDITIONAL CONTRIBUTIONS TO THE MSU 403(B) BASE RETIREMENT PROGRAM AS SET FORTH BELOW.**
- 2. ONE-TIME LUMP SUM CONTRIBUTION:**
 - A. AT THE COMPLETION OF 60 MONTHS OF ACTIVE REGULAR CONTINUOUS SERVICE, THE EMPLOYER WILL CONTRIBUTE TO THE EMPLOYEE'S 403(B) BASE RETIREMENT PROGRAM AN AMOUNT EQUAL TO 2.5% OF THE EMPLOYEE'S ANNUAL WAGE CALCULATED AS OF JUNE 30TH PRIOR TO THE CONTRIBUTION.**
 - B. EMPLOYEES WHO TERMINATE PRIOR TO COMPLETION OF 60 MONTHS OF ACTIVE REGULAR CONTINUOUS SERVICE SHALL NOT BE ELIGIBLE FOR THE ONE-TIME LUMP SUM CONTRIBUTION.**

C. THE LUMP SUM CONTRIBUTION SHALL BE MADE THE MONTH FOLLOWING COMPLETION OF THE 60 MONTHS OF ACTIVE REGULAR CONTINUOUS SERVICE MONTHS REQUIREMENT.

3. YEARLY LUMP SUM CONTRIBUTION:

A. FOR THE PERIOD OF TIME COMMENCING WITH THE 61ST ACTIVE REGULAR CONTINUOUS SERVICE MONTH AND THROUGH THE 120TH ACTIVE REGULAR CONTINUOUS SERVICE MONTH THE EMPLOYER WILL CONTRIBUTE TO THE 403(B) BASE RETIREMENT PROGRAM, AN AMOUNT EQUAL TO ONE-HALF (1/2) PERCENT OF THE EMPLOYEE'S WAGE, CALCULATED AS OF JUNE 30TH PRIOR TO THE CONTRIBUTION, FOR EACH YEAR OF REGULAR SERVICE. THE LUMP SUM CONTRIBUTIONS SHALL BE MADE THE MONTH FOLLOWING COMPLETION OF EACH YEAR UP TO A MAXIMUM OF 5 YEARLY CONTRIBUTIONS.

B. AT THE COMPLETION OF 120 ACTIVE REGULAR CONTINUOUS SERVICE MONTHS, LUMP SUM PAYMENTS SHALL BE ELIMINATED AND THE EMPLOYER CONTRIBUTION SHALL BE GOVERNED BY PARAGRAPH 4 BELOW.

4. REGULAR PAY PERIOD CONTRIBUTION:

UPON REACHING THE 121ST CONTINUOUS SERVICE MONTH, THE EMPLOYER WILL CONTRIBUTE THREE QUARTERS (3/4) PERCENT OF THE EMPLOYEE'S PER PAY PERIOD SALARY TO THE MSU 403(B) BASE RETIREMENT PROGRAM.

5. OTHER PROVISIONS

A. CONTINUOUS SERVICE MONTHS ARE CALCULATED AS THE PERIOD BEGINNING AT THE DATE OF ACTIVE EMPLOYMENT. THE EMPLOYEE MUST BE ACTIVELY EMPLOYED FOR EACH MONTH.

B. PERIODS OF INACTIVE SERVICE WILL ADJUST THE CALCULATION FOR REACHING THE CONTINUOUS SERVICE REQUIREMENT.

ARTICLE 44 – Health Care Coverage

-332 Health care programs for the life of this Agreement are subject to the ~~2006~~ **2010** Memorandum of Understanding between Michigan State University and the MSU Coalition of Labor Organizations (MSU/Coalition Memorandum) separately ratified and signed by the Administrative Professional Association.

1. Prescription Drug
 - A. Prescription drug benefits shall, ~~effective July 1, 1998~~, be provided to employees represented by the Association, 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 **APPROPRIATE** premiums for the prescription drug program shall be ~~borne fully~~ **PAID** 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 ~~PHPBCN~~/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~~ **PAID** 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~~ **OTHER ELIGIBLE INDIVIDUALS**

A married couple or ~~same-sex domestic partnership~~ **OTHER ELIGIBLE INDIVIDUAL** 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.

-333 The University reserves the right to change health plan administrators, other than health maintenance organizations, to provide health care coverage for employees in the unit. Other managed care options may be added by the Employer in addition to the traditional and HMO options currently offered. However, benefit levels now in effect shall not be reduced but may be improved.

-334 A. Employees should enroll within 60 days of employment or **WITHIN 30 DAYS OF AN** appointment to an eligible status or during annual open enrollment. ~~Enrollment forms are available through the Benefits office.~~

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

ARTICLE 47 - Agreement

-337 THIS AGREEMENT entered into this ~~twelfth day of September, 2007~~ 10 day of October, 2011 between the Board of Trustees of Michigan State University (hereinafter referred to as the "Employer") and the Michigan State University Administrative Professional Association, MEA/NEA (hereinafter referred to as the "APA" or "the Association").

TERMINATION AND MODIFICATION

-345 This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 2014**15**.

EFFECTIVE DATE

-349 This Agreement shall become effective October 1, 2007**11**. IN WITNESS WHEREOF, the parties have set their hands this ~~twelfth~~ ____ day of ~~September 2007~~ 2011.

APPENDIX I

On and after October 1, 2007 the following Classifications are represented by the Michigan State University Administrative Professional Association.

<u>Classification</u>	<u>Level</u>
ACADEMIC HUMAN RESOURCES ASSOCIATE DIRECTOR	16
ACADEMIC HUMAN RESOURCES RECORDS COORDINATOR	1213
ACADEMIC TECHNOLOGY COORDINATOR	12
ACCOUNTANT I	11
ACCOUNTANT II	13
ADMINISTRATIVE ASSOCIATE I	14
ADMINISTRATIVE ASSOCIATE II	15
ADMINISTRATIVE ASSISTANT I	10
ADMINISTRATIVE ASSISTANT II	11
ADMINISTRATIVE ASSISTANT III	13
ADMISSIONS ASSISTANT DIRECTOR	14
ADMISSIONS COUNSELOR	12
ADMISSIONS SENIOR COUNSELOR	13
ALUMNI & DONOR RELATIONS COORDINATOR	12
ALUMNI PROGRAMS ASSISTANT DIRECTOR	14
ANIMAL CARE PROGRAM RESEARCH LIAISON	12
A N R COMMUNICATIONS PUBLICATIONS MANAGER	14
ARCHITECT LANDSCAPE I	10
ARCHITECT LANDSCAPE II	12
ARCHITECT LANDSCAPE III	14
ARCHITECT LANDSCAPE/CONSTRUCTION	15
ARCHIVAL ASSISTANT	11
ASSISTANT FREEDOM OF INFORMATION OFFICER	12
ASSISTANT HOUSE MANAGER/PERFORMING ARTS	10
ASSOCIATE HOUSE MANAGER/PERFORMING ARTS	12
RESIDENCE LIFE/ASSISTANT DIRECTOR	15
ATHLETIC ADMINISTRATIVE COORDINATOR	12
ATHLETIC EQUIPMENT COORDINATOR	10
ATHLETIC TRAINER I	12
ATHLETIC TRAINER II	13
ATHLETIC TRAINER III	14
ATHLETIC TRAINER/MSU HEALTH TEAM	12
AUDITOR I	12
AUDITOR II	13
AUDITOR III	14
AUDITOR/INFORMATION SYSTEMS	13
AUTOMATED OFFICE SYSTEMS ASSISTANT	11
AUTOMATED OFFICE SYSTEMS COORDINATOR	13
BANQUET CATERING MANAGER	12
BIOLOGICAL SAFETY OFFICER	14
BOTANICAL TECHNOLOGIST II	11
BUYER	10
CAMPUS LIVING SERVICES ASSISTANT DIRECTOR	14
CAMPUS PLANNER	16

C A O ASSISTANT DIRECTOR/UNIVERSITY DATA RESOURCES ADMINISTRATOR	16
CARDIOVASCULAR TECHNOLOGIST I	10
CAREER INFORMATION COORDINATOR	11
CAREER SERVICES COORDINATOR	12
CATERING AND SALES COORDINATOR	12
CHEMICAL SPECTROSCOPIST	10
CHILD CARE COORDINATOR	10
CLINICAL RESEARCH COORDINATOR I	11
CLINICAL RESEARCH COORDINATOR II	12
CLINICAL RESEARCH COORDINATOR III	13
CLINICAL RESEARCH INFORMATICS TECHNOLOGIST I	11
CLINICAL RESEARCH INFORMATICS TECHNOLOGIST II	12
CODE COMPLIANCE INSPECTOR	12
COLLEGE ALUMNI COORDINATOR	12
COLLECTIONS MANAGER/KRESGE ART MUSEUM	11
COMMUNICATIONS MANAGER I	12
COMMUNICATIONS MANAGER II	14
COMMUNITY HEALTH ASSOCIATE	12
COMPUTER ANIMATOR	12
CONSORTIUM COORDINATOR I	13
CONSORTIUM COORDINATOR II	14
CONSTRUCTION CONTRACT ADMINISTRATOR	14
CONTRACT AND GRANT ACCOUNTANT	11
CONTRACT AND GRANT ADMINISTRATOR	13
CONTROLLER ASSISTANT MANAGER/ANALYST	12
CONTROLLER SENIOR ASSISTANT MANAGER/ANALYST	13
COUNSELOR	12
CULINARY COORDINATOR	11
CULINARY SERVICES SUSTAINABILITY OFFICER	12
CURATOR ASSISTANT	11
CURATOR OF HISTORY	12
CURRICULUM ASSISTANT II	12
CYTOGENETIC LABORATORY TECHNOLOGIST II	11
DATABASE ANALYST	13
DATA RESOURCE ANALYST	13
DATA SECURITY ANALYST	13
DEVELOPMENT ASSISTANT	10
DEVELOPMENT OFFICER I	12
DEVELOPMENT OFFICER II	14
DEVELOPMENT OFFICER III	15
DINING SERVICES CULINARY COORDINATOR	12
DISABILITY RESOURCE COORDINATOR FOR EMPLOYEES	13
EDITOR II	11
EDITOR III	13
EDITOR/GRAPHIC DESIGNER	12
EDUCATIONAL PROGRAM COORDINATOR II	12
ELECTRON MICROSCOPIST I	10
ELECTRON MICROSCOPIST II	11
ELECTRON MICROSCOPIST III	13
ELI BROAD CONFERENCE COORDINATOR	12
EMPLOYEE ASSISTANCE COUNSELOR	13

ENGINEER/ARCHITECT I	11
ENGINEER/ARCHITECT II	12
ENGINEER/ARCHITECT III	14
ENGINEER/ARCHITECT IV	15
ENGINEERING/PHYSICIST ACCELERATOR I	10
ENGINEERING/PHYSICIST ACCELERATOR II	12
ENGINEERING/PHYSICIST ACCELERATOR III	14
ENROLLMENT SERVICES COORDINATOR	12
ENROLLMENT SERVICES SCHOLARSHIP COORDINATOR	11
ENVIRONMENTAL COMPLIANCE OFFICER	14
ENVIRONMENTAL HEALTH/SAFETY INSPECTOR	12
ENVIRONMENTAL/RADIATION SAFETY TECHNOLOGIST	11
ENVIRONMENTAL SAFETY MANAGER	16
EXECUTIVE ASSISTANT	12
EXECUTIVE SECRETARY II	10
EXECUTIVE STAFF ASSISTANT	11
FACILITIES PLANNING SPACE MANAGEMENT ASSISTANT DIRECTOR	14
FACILITY CONFERENCE/EVENT COORDINATOR	12
FACULTY AND ORGANIZATIONAL DEVELOPMENT ASSISTANT DIRECTOR	14
FARM ASSISTANT MANAGER	12
FARM MANAGER I	13
FARM MANAGER II	14
FOOD MANAGEMENT DATABASE COORDINATOR	11
FOOD SERVICES RESEARCH ASSISTANT	11
FIELD CAREER SERVICES COORDINATOR	13
FINANCIAL AID ASSISTANT DIRECTOR	14
FINANCIAL AID OFFICER I	10
FINANCIAL AID OFFICER II	12
FINANCIAL AID OFFICER III	13
FINANCIAL ANALYST I	11
FINANCIAL ANALYST II	13
FIRE & OCCUPATIONAL SAFETY INSPECTOR	13
FOOTBALL OPERATIONS ASSISTANT DIRECTOR	12
FRIB INTEGRATION ENGINEER II	12
FRIB INTEGRATION ENGINEER III	14
FRIB MANUFACTURING ENGINEER	14
FRIB PROJECT CONTROL ENGINEER I	12
FRIB PROJECT CONTROL ENGINEER II	14
FRIB PROJECT CONTROL ENGINEER III	15
FRIB PROJECT CONTROL SCHEDULER	12
FRIB PROJECT COORDINATOR I	10
FRIB PROJECT COORDINATOR II	12
FRIB SENIOR QUALITY ENGINEER	14
FRIB SENIOR TECHNICAL CONTRACT ADMINISTRATOR	14
GENETICS COUNSELOR	13
GEOLOGICAL PREPARATOR	11
GOLF COURSE ASSISTANT MANAGER	10
GOVERNMENTAL AFFAIRS ASSISTANT	14
GOVERNMENTAL AFFAIRS RESEARCH/COMMUNICATIONS OFFICER	16
GRAPHIC ARTIST I	9
GRAPHIC ARTIST II	11

GRAPHIC ARTIST III	12
GREENHOUSE COORDINATOR	10
GREENHOUSE MANAGER I	11
GREENHOUSE MANAGER II	12
HAZARDOUS MATERIALS PROFESSIONAL	12
HAZARDOUS WASTE COORDINATOR	13
HEALTH CARE CODING ANALYST	10
HEALTH CARE COMPLIANCE ANALYST	11
HEALTH CARE QUALITY PROJECT COORDINATOR I	13
HEALTH PHYSICIST I	12
HEALTH PHYSICIST II	13
HORTICULTURIST	12
HUMAN RESEARCH LIAISON	12
HUMAN RESOURCE PHARMACIST/ANALYST	15
HUMAN RESOURCES ANALYST	12
HUMAN RESOURCES DEVELOPMENT COORDINATOR	12
HUMAN RESOURCES PROFESSIONAL	11
INCLUSION AND INTERCULTURAL INITIATIVES COORDINATOR	12
INDUSTRIAL HYGIENIST I	12
INDUSTRIAL HYGIENIST II	13
INFORMATION MANAGEMENT DEVELOPER/ANALYST	13
INFORMATION TECHNOLOGIST I	12
INFORMATION TECHNOLOGIST II	13
INFORMATION TECHNOLOGIST III	14
INFORMATION TECHNOLOGIST IV	15
INFORMATION TECHNOLOGY PROFESSIONAL	11
INFORMATIONAL AND STATISTICAL ANALYST	11
INSTITUTIONAL EQUITY COORDINATOR AACM	12 13
INSTITUTIONAL REVIEW BOARD ADMINISTRATOR I	12 11
INSTITUTIONAL REVIEW BOARD ADMINISTRATOR II	12
INSTITUTIONAL REVIEW BOARD ADMINISTRATOR III	13
INSTRUCTIONAL EQUIPMENT AND SUPPLIES TECHNOLOGIST I	10
INSTRUCTIONAL EQUIPMENT AND SUPPLIES TECHNOLOGIST II	12
INSTRUCTIONAL LABORATORY COORDINATOR	12
INSTRUCTIONAL MULTIMEDIA PRODUCER/DIRECTOR	12
INTELLECTUAL PROPERTY OFFICER	13
INTERIOR DESIGNER I	11
INTERIOR DESIGNER II	12
INTERIOR DESIGNER III	13
INTERNATIONAL CREDENTIAL ANALYST	13
INTERNATIONAL STUDENT/SCHOLAR ADVISOR I	12
INTERNATIONAL STUDENT/SCHOLAR ADVISOR II	13
INTRAMURAL SPORTS ASSISTANT DIRECTOR	14
INTRAMURAL SPORTS COORDINATOR	11
KELLOGG CENTER CATERING AND SALES COORDINATOR	12
LABORATORY AND CHEMICAL RECLAMATION COORDINATOR	12
LABORATORY TECHNOLOGIST	10
LABORATORY TECHNOLOGIST/LEADER	11
LAND MANAGEMENT ASSISTANT DIRECTOR	15
LAND MANAGEMENT ASSOCIATE DIRECTOR	16
LANGUAGE LEARNING CENTER TECHNOLOGY COORDINATOR	12

LEARNING & ASSESSMENT CENTER STANDARDIZED PATIENT COORDINATOR	13
LIBRARY ASSISTANT IV	11
LIBRARY ASSISTANT V	13
MANAGEMENT ANALYST	14
MARKETING AND SALES ASSISTANT	10
MARKETING AND SALES COORDINATOR	12
MARKETING AND SALES MANAGER	14
MASTER SCIENTIFIC GLASSBLOWER	12
MEAT LABORATORY ASSISTANT MANAGER	12
MEDICAL TECHNOLOGIST I	10
MEDICAL TECHNOLOGIST II	11
MENU DEVELOPMENT COORDINATOR	12
MICROCOMPUTER HARDWARE/SOFTWARE COORDINATOR	11
MSU HEALTH TEAM COMPLIANCE OFFICER	14
MULTICULTURAL CENTER COORDINATOR	12
MULTICULTURAL DEVELOPMENT COORDINATOR	14
MULTIMEDIA COORDINATOR	12
NIGHT MANAGER	11
NIGHT RECEPTIONIST PROGRAM COORDINATOR	12
NUTRITIONIST	12
OCCUPATIONAL SAFETY COMPLIANCE OFFICER	14
OCCUPATIONAL THERAPIST I	12
OPERATIONS AND SAFETY COORDINATOR	11-12
OPERATIONS COORDINATOR	10
OSA TRAVEL SECURITY ADMINISTRATOR	14
PARKING COORDINATOR	11
PESTICIDE COORDINATOR	10
PHARMACIST I	13
PHYSICIANS ASSISTANT	13
PHYSICAL THERAPIST I	12
PLANETARIUM PROGRAM ASSISTANT	10
PLANETARIUM PROGRAM COORDINATOR	13
PLANNED GIVING AND DEVELOPMENT OFFICER	14
PLANNER/INSPECTOR/ANALYST I	11
PLANNER/INSPECTOR/ANALYST II	13
PLANNER/INSPECTOR/ANALYST III	14
PLANNER/INSPECTOR/ANALYST/HOUSING & FOOD SERVICES	RESIDENTIAL AND
HOSPITALITY SERVICES	13
PLANNING AND BUDGETS ASSISTANT BUDGET OFFICER	14
PRESERVATION AND RESEARCH EDUCATION MANAGER	12
PRINTING TECHNOLOGY COORDINATOR	13
PROCUREMENT COORDINATOR/CONTRACT ADMINISTRATOR I	11
PROCUREMENT COORDINATOR/CONTRACT ADMINISTRATOR II	13
PRODUCER/DIRECTOR OF PHOTOGRAPHY	13
PRODUCER/HOST RADIO I	12
PRODUCER/HOST RADIO II	13
PRODUCER/HOST TALKING BOOK	12
PRODUCTION AND ADVERTISING ASSISTANT	11
PRODUCTION MANAGER	11
PROGRAMMER ANALYST	11
PROJECT/EVENT COORDINATOR	11

PSYCHOLOGIST I	14
PUBLICATIONS DESIGN COORDINATOR	13
PURCHASING AGENT	12
PURCHASING AGENT/MINORITY PROCUREMENT COORDINATOR	12
QUALITY AND COMPLIANCE COORDINATOR	12
QUALITY AND RISK MANAGEMENT ADMINISTRATOR	14
QUALITY MANAGEMENT ADMINISTRATOR	14
QUALITY MANAGEMENT COORDINATOR	13
RADIATION THERAPIST	12
RECORDING PRODUCTION TECHNICIAN II	12
RECYCLING AND REFUSE COORDINATOR	12
REGULATORY COORDINATOR	10
RESEARCH ADMINISTRATOR	11
RESEARCH ASSISTANT I	11
RESEARCH ASSISTANT II	12
RESEARCH ASSISTANT III	13
RESEARCH BIOCONTAINMENT FACILITY ENGINEER	13
RESEARCH/INSTRUCTIONAL EQUIPMENT TECHNOLOGIST I	10
RESEARCH/INSTRUCTIONAL EQUIPMENT TECHNOLOGIST II	12
RESEARCH INTEGRITY COORDINATOR	12
RESEARCH QUALITY ASSURANCE OFFICER	13
RESIDENTIAL & HOSPITALITY SERVICES INFORMATION SERVICES PROJECT MANAGER	13
RESIDENTIAL & HOSPITALITY SERVICES STRATEGIC INITIATIVES IMPLEMENTATION	16
RESIDENTIAL & HOSPITALITY SERVICES SUSTAINABILITY OFFICER	14
RESPIRATORY THERAPIST/PULMONARY FUNCTION TECHNOLOGIST	11
RISK MANAGEMENT AND INSURANCE COORDINATOR	12
SCIENTIFIC INSTRUMENT FACILITY COORDINATOR	13
SECCHIA CENTER SECURITY MANAGER	12
SENIOR COMMUNICATIONS MANAGER	15
SENIOR HUMAN RESOURCES PROFESSIONAL I	13
SENIOR HUMAN RESOURCES PROFESSIONAL II	14
SENIOR PURCHASING AGENT	14
SEXUAL ASSAULT SAFETY PROGRAM COORDINATOR	4213
SHOOTING RANGE EVENTS EDUCATOR/RANGE SAFETY OFFICER	12
SOCIAL WORKER	12
SOFTWARE SYSTEMS ENGINEER	14
SPACE MANAGEMENT COORDINATOR	13
SPEECH THERAPIST I	12
SPORTS FACILITY PROFESSIONAL	10
SPORTS OPERATIONS ASSISTANT	11
STAFF DENTIST	16
STAFF PHYSICIAN	16
STUDENT ALUMNI COORDINATOR	12
STUDENT-ATHLETE COORDINATOR	12
STUDENT EMPLOYMENT COORDINATOR	11
STUDENT LIFE ASSISTANT DIRECTOR	14
STUDENT SERVICES ASSISTANT I	10
STUDENT SERVICES ASSISTANT II	12
STUDENT SERVICES COORDINATOR	14

STUDY ABROAD PROGRAM ADMINISTRATOR	13
STUDY ABROAD PROGRAM COORDINATOR	12
SYSTEMS ANALYST I	12
SYSTEMS ANALYST II	13
SYSTEMS ANALYST III	14
SYSTEMS DESIGNER	13
SYSTEMS PROGRAMMER I	11
SYSTEMS PROGRAMMER II	13
SYSTEMS PROGRAMMER III	14
TECHNICAL BUYER	12
TECHNICAL SERVICES ASSISTANT ENGINEER	12
TECHNICAL WRITER	10
TELECOMMUNICATIONS OPERATIONS MANAGER	13
TELECOMMUNICATIONS VOLUNTEER PROGRAM COORDINATOR	10
TELEMARKETING SYSTEMS COORDINATOR	11
TELEVISION ASSISTANT PROGRAM MANAGER	13
TELEVISION PRODUCER/DIRECTOR I	13
TELEVISION PRODUCER/DIRECTOR II	14
TICKET OFFICE ASSISTANT MANAGER	11
TRAINING PROGRAM DEVELOPER II	11
TRAINING PROGRAM DEVELOPER III	12
UNIT HUMAN RESOURCE ADMINISTRATOR	12
UNIT HUMAN RESOURCES COORDINATOR	10
UNIT INFORMATION SYSTEMS MANAGER	14
UNIVERSITY ACADEMIC EVENT COORDINATOR	13
UNIVERSITY ARTIST	13
UNIVERSITY COPYRIGHT OFFICER	12
UNIVERSITY DATA RESOURCE ASSISTANT	12
UNIVERSITY DEVELOPMENT RESEARCHER	10
UNIVERSITY EVENTS COORDINATOR	13
UNIVERSITY HOUSING CABLE CHANNEL MANAGER	13
UNIVERSITY HOUSING CONFERENCE COORDINATOR	12
UNIVERSITY HOUSING CULINARY COORDINATOR	12
UNIVERSITY MANAGEMENT ANALYST	16
UNIVERSITY PRESS EDITOR	11
UNIVERSITY RELATIONS ASSISTANT DIRECTOR	15
UNIVERSITY RESEARCH CORRIDOR PROGRAM MANAGER	14
UNIVERSITY TRAVEL MANAGER	13
VAN ANDEL RESEARCH INSTITUTE SAFETY MANAGER	14
VETERINARIAN/CLINICAL	15
VETERINARY LABORATORY TECHNOLOGIST II	10
VICE PRESIDENT FINANCE & OPERATIONS PROJECT COORDINATOR	12
VIDEOTAPE PRODUCER/DIRECTOR I	11
VIDEOTAPE PRODUCER/DIRECTOR II	12
VISUAL JOURNALISM PRODUCER	11
VOCATIONAL REHABILITATION COUNSELOR I	12

Letter of Agreement Re: Enhanced Dental Coverage

Upon request of the Union, the Employer agrees to meet in good faith to discuss access to an enhanced dental coverage plan.

The parties agree to exercise good faith in the evaluation of enhanced dental coverage and shall endeavor to conclude these discussions to a mutually satisfactory resolution no later than December 31, 2012.

Letter of Agreement Re: Employee Self-Purchased Supplemental Benefits

Upon request of the Union, the Employer agrees to meet in good faith to discuss options for Employee self-purchased supplemental benefits. Such discussions shall include but not be limited to evaluations of short term disability and vision insurance.

Should the University desire to offer Employee self-purchased supplemental benefits, it will solicit the Union's input as to the type and scope of benefits to be offered.

The parties agree to exercise good faith in the evaluation of Employee self-purchased supplemental benefits and shall endeavor to conclude these discussions to a mutually satisfactory resolution no later than December 31, 2012