

Article XII Compensation

A. General Compensation Provisions

Adjustments in the compensation of individual faculty members and Academic-Staff members may be called for to reflect competitive changes in the academic market, to reward outstanding professional contributions, and to effect the correction of inequities.

Salaries, salary increases, and fringe benefits as specified in this Agreement are minimum requirements. The University may provide salaries, salary increases and fringe benefits in excess of these minima when such extra salaries and fringe benefits are essential for the maintenance or improvement of the academic quality of the unit. In such cases, there shall be prior review with the appropriate department, school/college, or unit salary committee except in unusual circumstances where it is impractical. The University's implementation of any such salary and/or fringe benefits shall be reported to the salary committee of the unit and to the Association, and the required funds shall not be taken from negotiated compensation-increase pools of current or future bargaining unit budgets.

The University may grant bonus payments that do not accrue to base salary.

The Association agrees that the Administration may recover by payroll deduction any overpayment that may have occurred as the result of a clerical, procedural or machine mistake. An overpayment shall have occurred when a member of the bargaining unit has received more salary than that to which s/he is entitled by contract. In the event of a dispute as to whether an overpayment has occurred, this question may be grievable under the terms of Article XVII of this Agreement. The grievance process shall be expedited. No payroll deduction shall be made before settlement of this grievance or for five months, whichever is less.

No payroll deduction may exceed the lesser of: (a) 25% of disposable earnings for one week; or (b) the amount by which disposable earnings for the week exceed 30 times the federal minimum hourly wage in effect at the time of the deduction.

In the event of an executive order or a legislative reduction of the state appropriation, at the University's request, representatives of the Association and representatives of the University Administration shall meet to discuss the impact of this reduction and possible solutions to the problem.

Salary adjustments under the foregoing provisions are not subject to the grievance procedure under this Agreement or under any previous Agreement. This prohibition precludes grievances under this and all other provisions of this and previous agreements.

B. Salary Administration Provisions

1. Promotional Groups for Faculty

For the purpose of promotional salary adjustments the faculty shall be grouped as follows:

Group I Assistant Professor, Senior Lecturer
Group II Associate Professor
Group III Professor

2. Faculty Salary Provisions

The salary schedules, applicable to all schools, colleges, and divisions of the University for the instructional ranks for nine-month and twelve-month appointees, are given in table 12.1.

The minimum salaries listed in table 12.1 for 2006-07 are increased by 1.0325 for the 2007-08 year. The minimum salaries for 2007-08 are increased by 1.0325 for the 2008-09 year.

3. Academic-Staff Salary Provisions

For members of the academic staff, the salary grades given in table 12.2 are established with the listed minima (appointment after August 1, 1992, at salary grade 3 or higher, requires a master's degree or higher):

The minimum salaries listed in table 12.2 for 2006-07 are increased by 1.0325 for the 2007-08 year. The minimum salaries for 2007-08 are increased by 1.0325 for the 2008-09 year.

The salary minima for nine-month academic staff shall be 5/6 of the corresponding twelve-month minima.

For the purposes of salary minima, all academic staff regardless of appointment category will be assigned to the following pay grades:

Academic Advisor I (2), II (3), III (4), IV (5)
 Academic Services Officer I (2), II (3), III (4), IV (5)
 Archivist I (2), II (3), III (4), IV (5)
 Represented Athletic Coach I (2), II (3), III (4), IV (5)
 Represented Athletic Trainer I (2), II (3), III (4), IV (5)
 Extension Program Coordinator I (2), II (3), III (5)
 Financial Aids Officer I (2), II (3), III (5)
 Health Physicist I (2), II (4)
 Librarian I (2), II (3), III (4), IV (5)
 University Counselor Assistant I (1), II (2)
 University Counselor I (3), II (4), III (5)

Table 12.1 Faculty Salary Minima

	2006-07		2007-08		2008-09	
	9-Month	12-Month	9-Month	12-Month	9-Month	12-Month
Lecturer	\$28,427	\$34,127	\$29,351	\$35,236	\$30,305	\$36,381
Instructor	\$28,427	\$34,127	\$29,351	\$35,236	\$30,305	\$36,381
Senior Lecturer	\$31,589	\$37,924	\$32,616	\$39,157	\$33,676	\$40,430
Assistant Professor	\$31,589	\$37,924	\$32,616	\$39,157	\$33,676	\$40,430
Associate Professor	\$35,406	\$42,501	\$36,557	\$43,882	\$37,745	\$45,308
Professor	\$43,574	\$52,309	\$44,990	\$54,009	\$46,452	\$55,764

Table 12.2 Academic-Staff Salary Minima

	2006-07		2007-08		2008-09	
	9-Month	12-Month	9-Month	12-Month	9-Month	12-Month
Salary Grade 1	\$26,577	\$31,892	\$27,441	\$32,929	\$28,333	\$33,999
Salary Grade 2	\$29,102	\$34,922	\$30,048	\$36,057	\$31,025	\$37,229
Salary Grade 3	\$31,862	\$38,235	\$32,898	\$39,478	\$33,967	\$40,761
Salary Grade 4	\$35,139	\$42,167	\$36,281	\$43,537	\$37,460	\$44,952
Salary Grade 5	\$38,927	\$46,712	\$40,192	\$48,230	\$41,498	\$49,798

4. Salary Committees

a. Faculty

In each department in the Schools/Colleges of Business Administration; Engineering; Fine, Performing, and Communication Arts; Liberal Arts and Sciences; Medicine; Pharmacy and Health Sciences; and in each of the Schools/Colleges of Education; Law; Nursing; and Social Work; and in the Library and Information Science Program; and the Division of Research, there shall be a faculty salary committee.

The faculty salary committees shall consist of not fewer than three tenured members of the Tenure and Promotion Committee of that unit elected by its faculty, and such other faculty from the unit as the faculty may elect. A majority of the committee membership shall consist of tenured members. The chair or administrator of equal function or dean/director or his/her designee shall chair the salary committee with vote.

In recommending selective salary increases the committee shall be guided by unit factors and general University criteria and factors for tenure and promotion for faculty. It shall also consider equity when appropriate. For persons not holding tenure-track classifications consideration shall be given to those portions of the unit factors and general University criteria that apply to their assignments.

b. Academic Staff

There shall be an Academic-Staff salary committee in any unit (school/college or division) where three or more Academic-Staff members holding tenure or employment security status are assigned.

A majority of the committee membership shall consist of Academic-Staff members holding tenure or employment security status. The committee shall consist of not fewer than three members holding tenure or employment security status elected by academic staff in the unit, and such other academic staff from the unit as the academic staff may elect. Members holding tenure or employment security status shall constitute the majority of the committee. The dean/vice-president (or his/her designee) shall chair the salary committee with vote.

In recommending selective-salary increases the committee shall be guided by unit factors and general University criteria and factors for tenure or employment security status and promotion for academic staff. It shall also consider equity when appropriate. For persons not holding tenure-track appointments consideration shall be given to those portions of the unit factors and general University criteria that apply to their assignments.

c. School/College

In each departmentalized school/college, there shall also be an elected committee of bargaining-unit faculty members to advise the dean/director.

5. Salary Data

The administration will furnish the unit salary committees and appropriate administrators salary data for all bargaining-unit members assigned to that unit.

6. Recommended Salaries for New Bargaining-Unit Members

The department chair (or appropriate administrative officer) shall call a meeting of the appropriate salary committee to discuss initial salaries of prospective members of the bargaining unit.

If a quorum of the committee cannot be assembled in a timely fashion, the chair (or appropriate administrative officer) shall consult with those members of the salary committee who are available.

C. Salary Adjustments for the Duration of This Contract (August 1, 2006, to July 31, 2009)

Effective the first day of the fall term, all bargaining-unit members who were on the payroll as members of the bargaining unit on the last day of the preceding winter term, shall be eligible for the following salary adjustments:

1. Promotional Salary Adjustments

Each faculty member who is promoted to a higher rank shall receive an adjustment in salary rate of \$1,500, \$3,000, or \$6,000 for promotion to Group I, II, or III, respectively, effective the date of promotion.

Each member of the academic staff who is promoted to a higher grade shall receive an adjustment in salary rate of five percent or to the minimum of the new salary grade, whichever is higher.

2. Across-the-Board Salary Adjustments (ATB)

Eligible members of the bargaining unit shall have their salary rates increased by the following procedure. The across-the-board (ATB) will be applied on salaries up to the capped amount shown below. The difference between the total ATB adjustments under this provision and the stated percentage of eligible salaries will be added to the President's-Deans'/Directors' Selective Salary Adjustment Fund.

	Capped Amounts	
	9-Month	12-Month
2006-07	\$90,000	\$120,000
2007-08	\$92,925	\$123,900
2008-09	\$95,945	\$127,927

3. President's-Deans'/Directors' Selective Salary Adjustments (Selective)

The President, through the deans/directors, shall make additional salary adjustments averaging the percentage shown in the table in Section 4 below based on the salaries of the eligible members of the bargaining unit for the preceding year. The salary committees provided for in this Article shall be consulted prior to making decisions for these adjustments.

In the case of faculty, the pool shall be distributed such that three sevenths of the pool is awarded to recognize accomplishments in scholarship, three sevenths to recognize accomplishments in teaching, and one seventh to recognize accomplishments in service. In recommending selective salary increases for faculty the committee and the dean/director/vice-president shall be guided by

unit factors and general University criteria and factors for tenure and promotion for faculty. These factors include teaching, scholarly productivity, service and may consider equity when appropriate. For persons not holding tenure-track classifications, consideration shall be given to those portions of the unit factors and general University criteria that apply to their assignments.

In the case of academic staff, the pool shall be distributed such that four sevenths of the pool is awarded to recognize accomplishments in job performance (and scholarship for academic staff with tenure or on the tenure-track, or who request such consideration), two sevenths to recognize accomplishments in professional achievement, and one seventh to recognize accomplishments in service. In recommending selective salary increases for academic staff the committee and the dean/director/vice-president shall be guided by unit factors and general University criteria and factors for tenure or employment security status and promotion for academic staff. They shall also consider equity when appropriate. For persons not holding tenure-track or employment security status appointments, consideration shall be given to those portions of the unit factors and general University criteria that apply to their assignments.

In the event of an executive order or a legislative reduction of the state appropriation, at the University's request, representatives of the Association and representatives of the University Administration shall meet to discuss the impact of this reduction and possible solutions to the problem.

4. Salary Adjustment Table

Academic Year	ATB	Selective
2006-07	2.00%	1.25%
2007-08	2.00%	1.25%
2008-09	2.00%	1.25%

5. Grievances and Appeals

No salary adjustments under Section C.3 of this Article may be grieved under this Agreement or under any previous Agreement. This prohibition precludes grievances under all other provisions of this and previous Agreements.

D. Medical Insurance

1. Medical insurance is available to members of the bargaining unit through contracts and agreements with Blue Cross/Blue Shield of Michigan, DMC Care (PPO), Community Blue (PPO), Health Alliance Plan (HMO), Blue Care Network (HMO), or other carriers mutually agreed upon. All such employees working 50% or more time and all persons on long-term disability shall be eligible to participate in one of the programs.
2. For all HMO/PPOs the University shall provide a subsidy equal to the subsidy in effect on August 31, 1994, (or the full cost of the premium if equal to or less than the August 31, 1994, subsidy) plus 70% of the actual dollar increase in premium for single, two-person, and family coverage plus an additional \$7.50 per month subsidy for family coverage.

For BCBS, the University will provide a subsidy equal to the subsidy in effect on August 31, 1994, plus 70% of the average cost increase for single, two-person, and family coverage for the four HMO/PPOs plus an additional \$7.50 per month subsidy for family coverage.

The four HMO/PPOs used in this provision for calculations are DMC Care, Community Blue, HAP, and Blue Care Network.

3. New members of the bargaining unit should choose one of these programs at the time of employment. Dependents may be enrolled at the University group rates within thirty days of the bargaining-unit member's effective date of hire.
4. All medical insurance will become effective on the first day of the month coinciding with or next following the date of employment, except when the bargaining-unit member is absent from work and disabled on what otherwise would be the effective date. In such case it shall not become effective until the first day on which s/he is actively at work on his/her regular schedule.
5. In the event the bargaining-unit member fails to apply within the first month, s/he will be eligible for Blue Cross/Blue Shield or Health Alliance Plan on the first day of the month following ninety days after filing written notice of application. For DMC Care, Community Blue, and Blue Care Network, s/he will be eligible at the next open enrollment period.
6. All bargaining-unit members who qualify for retirement and retire from Wayne State University between the age of fifty-five and the age of Medicare eligibility are eligible for coverage under the five plans available. Retirees shall be responsible for paying the full premium for coverage.

All bargaining-unit members who qualify for retirement and retire from Wayne State University at the age of Medicare eligibility are eligible for coverage under the five plans currently authorized to administer Medicare contracts. Retirees shall be responsible for paying the full premium for coverage.

7. Academic staff who elect the Voluntary Early Retirement Program described in Article XII.I shall be eligible to participate for three years in one of the University medical insurance programs with the same subsidy provided to active employees, unless they have entered into other employment with an employer who offers a subsidized medical insurance program. The University medical insurance program will remain the primary plan until the individual reaches the age of Medicare eligibility at which time the University medical insurance program will be secondary to Medicare. At that time, the individual will be enrolled in the University's retiree medical insurance program with the active employee subsidy amount applied to the retiree medical insurance rate. An active employee will not be required to designate Medicare as primary insurance coverage.
8. Bargaining-unit members have the option of dropping coverage provided the employee is covered under an alternative health insurance plan (i.e., coverage under a spouse's or domestic partner's plan), and who specifically requests such an option in writing and documents the alternative coverage. An employee who forgoes coverage under a University plan will receive from the University an amount equal to one hundred dollars (\$100) per month in lieu of medical insurance coverage effective after submission to Benefits Administration of all required documents.
9. With the exceptions listed below, a bargaining-unit member who elects not to be covered under a University plan and subsequently desires such coverage will be required to wait for such coverage until the first day of the month following ninety days after filing of application or until the next open enrollment period, depending upon the plan's requirements. The exceptions to this waiting period are:
 - a. The death of a spouse or other person with whose insurance plan the bargaining-unit member maintains coverage; and
 - b. The bargaining-unit member's divorce from his/her spouse or separation from his/her domestic partner and the bargaining-unit member maintained coverage under his/her spouse's or domestic partner's medical insurance.

Where one of the exceptions listed above (death or divorce) occurs and the bargaining-unit member is able to provide sufficient documentation thereof, the bargaining-unit member may make application for coverage under one of the University plans and coverage will be

effective on the first day of the month following application. When extenuating circumstances arise that are not covered by a and b above, the University will give due consideration to requests for exceptions to the waiting periods.

10. Nine-month bargaining-unit members who retire at the end of the winter term will be entitled to continuation of their medical and dental benefits through August of the year in which they retire under the same terms and conditions such benefits are provided to nine-month bargaining-unit members who have not retired.

E. Dental Insurance

The University shall provide dental care coverage as presently described in the University's dental care contract with Delta Dental of Michigan to eligible enrolled members of the bargaining unit at no cost to the employee. Beginning January 1, 2000, the annual cap on benefits will be \$1,500.

F. Vision Care

Vision coverage includes comprehensive benefits for eye exams, glasses and contacts.

G. Long-Term Disability Income Insurance

1. The University, at no cost to the staff member, provides a program of disability income insurance.
2. Participation begins after the staff member has completed three calendar years of continuous service one-half time or greater at the University or one full calendar year of service with tenure. If three months prior to the appointment at Wayne State University the bargaining-unit member was insured through his/her previous employer under a group disability policy which provided income benefits for a minimum period of five years during total disability due to sickness, the bargaining-unit member is eligible for long-term disability insurance on the first day of the month that coincides with or next follows the date of appointment at Wayne State University.
3. Benefits for an insured staff member begin after six months of continuous total disability and continue for as long as the disability continues or until the affected individual retires. Bargaining-unit members whose disability date is on or after January 1, 1979, and who qualify for benefits after their sixtieth birthday will receive benefits for five years or until age seventy, whichever comes first. In all other cases the disability payments will cease at age sixty-five.
4. Employees who decline to apply for long-term disability will be covered under the Leaves of Absence without Pay provisions (Article XIII) after paid time under the short-term disability program and vacation time are exhausted.
5. Under this plan the individual will receive a monthly income benefit which, including any disability benefits from Social Security and Worker's Compensation, is as follows:
 - a. For those whose disability date is before January 1, 1982, the monthly income benefit is equal to 60% of a person's basic salary up to \$1,000 per month, plus 40% of any basic salary in excess of \$1,000 per month, but not to exceed a benefit of \$1,500 monthly.
 - b. For those whose disability date is on or after January 1, 1982, the monthly income benefit is equal to 60% of a person's basic salary, but not to exceed a benefit of \$2,500 monthly.

- c. For those whose disability date is on or after October 1, 2000, the monthly income benefit is equal to 66 2/3% of a person's basic salary, but not to exceed a benefit of \$5,000 monthly.

The monthly income benefit will never be less than \$50. It also provides for a waiver of annuity premiums for an insured staff member participating in the TIAA/CREF or Fidelity Retirement Plan. A three percent escalator of the long-term disability benefit is also included.

H. Retirement Defined-Contribution Program

1. Members of the bargaining unit with two years of University service, and who have attained twenty-six years of age, shall be eligible to participate in the retirement program.
2. Wayne State University retirement benefits are provided through contracts with the Teachers Insurance and Annuity Association (TIAA) and the College Retirement Equities Fund (CREF) or Fidelity Investments or selected alternative programs that are jointly agreed upon by the Administration and the Association. The participant contributes a minimum of 5% of his/her regular salary, to a maximum allowable annual salary under Internal Revenue Service regulations, and the University contributes 10% toward the purchase of retirement annuities, which may be distributed and invested on the instructions of the participant in accordance with the regulations of those organizations. Retirement contributions are based on regular contractual salary or wages. Effective January 1, 2001, retirement contributions will also be based on wages for supplemental teaching assignments. The combined salary and wages eligible for retirement contributions shall be no greater than the maximum allowable annual salary under Internal Revenue Service regulations. Retirement contributions are not made on overtime or supplemental remuneration for extra service other than teaching.
3. Members of the bargaining unit, immediately upon employment, may, on an individual basis, choose to participate in the retirement program without University subsidy.
4. The University shall offer the full range of options available through each of the retirement programs without restriction.
5. Female members of the bargaining unit who are retired from the University or will retire during the term of this Agreement and who are receiving annuity payments from TIAA/CREF will receive additional payments, if necessary, so that their annual annuity payments will be the same as a similarly situated male. This provision applies only to those regular benefits earned while serving at Wayne State University.

This program is retroactive to July 1, 1978, and does not imply any past or future liability on the part of the University beyond the dates of this Agreement. The method of payment is through an annuity executed with TIAA.

I. Life Insurance

1. All members of the bargaining unit on a fractional- or full-time basis will be provided with \$25,000 of non-contributory life insurance. Bargaining-unit members may purchase additional amounts of supplemental life insurance at subsidized and graduated rates by election of one of the following options:

Option No. 1: Non-contributory insurance plus supplemental insurance equal to one times annual salary to a maximum of \$500,000 of total coverage.

Option No. 2: Non-contributory insurance plus supplemental insurance equal to two times annual salary to a maximum of \$500,000 of total coverage.

Option No. 3 Non-contributory insurance plus supplemental insurance equal to three times annual salary to a maximum of \$500,000 of total coverage.

The life insurance policy shall contain accidental death and dismemberment benefits.

2. A member of the bargaining unit who has participated in the Wayne State University retirement program for five years or who has served ten years in the University and retires after age fifty-five shall, upon retirement, qualify for the retirement life insurance policy in force, fully paid by the University.
3. Members of the bargaining unit shall have the privilege of conversion of the remaining amount of their group life insurance to any standard policy issued by the insurance company without physical examination.
4. Nine-month bargaining-unit members who retire at the end of the winter term will be entitled to continuation of their life insurance benefit through August of the year in which they retire under the same terms and conditions such benefits are provided to nine-month bargaining-unit members who have not retired.

J. Voluntary Early Retirement

It is recognized that a program of voluntary retirement from service to Wayne State University can at times be of benefit to the individual employee and the University.

1. Eligibility

Bargaining-unit members holding tenure or employment security status who will have attained the age of sixty as of September 1, 2006, and who have provided at least ten years of full-time service (or its equivalent) to the University shall be eligible to participate in the following retirement options.

2. Program Options

a. Phased Retirement: Faculty

Faculty bargaining-unit members may elect to reduce, on an irrevocable basis, their workload to 50% for a period of up to three years, following upon which they will retire from the University.

The salary basis for this period shall be 50% of the amount paid to the employee prior to his/her election of this option, as adjusted by such across-the-board and selective increases that may become available.

During this period, the employee shall be entitled to all benefits associated with full-time employment, including participation in the University's medical insurance programs and pro-rata participation in the life insurance, disability and other operative retirement defined programs.

b. Retirement Buy-Out: Academic Staff

Academic-staff bargaining-unit members meeting the eligibility criteria defined in Section 1 above who wish to retire may take the following retirement buy-out option.

Academic staff with ten to nineteen years of full-time service to the University shall receive a payment of \$8,500 per annum for a three-year period. Academic staff with twenty or more years of full-time service to the University shall receive a payment of \$12,000 per annum for a period of three years.

Academic staff who elect this option shall be eligible to participate for three years in one of the University-subsidized medical insurance programs with the same subsidy provided to active employees. This subsidy will terminate three years after the effective date of retirement from the University. After the subsidy has been terminated, the retiree shall be eligible for the same medical insurance benefits as other University retirees under the same terms applicable to all other retirees and shall be responsible for paying the full premium for their medical insurance coverage at the retiree rates as they may be adjusted from time to time. This subsidy is not available for those who have entered into other employment with an employer who offers a subsidized medical insurance program. During the three-year period of the early retirement, the University medical insurance program will remain the primary plan only until the individual reaches the age of Medicare eligibility at which time the University medical insurance program will be secondary to Medicare. At that time, the individual will have the option of enrolling in the University's retiree medical insurance program with the active employee subsidy amount applied to the retiree medical insurance rate. For any covered dependent that reaches the age of Medicare eligibility prior to the early retiree, the University subsidy will be discontinued. The dependent will not be eligible for coverage under a University medical insurance program until the early retiree reaches the age of Medicare eligibility and elects retiree medical coverage. The subsidy will terminate at the end of the three-year period.

3. Program Enrollment

Participation requires bargaining-unit members to submit an irrevocable declaration of their intent to take the buy-out or begin phased retirement to their dean or director and to Total Compensation and Wellness prior to March 1, 2007. The effective date of change in status shall be no later than August 17, 2007.

K. Special Retirement Incentives

The President or his/her designee may offer other special retirement incentives to individual members of the bargaining unit holding tenure or employment security status. At the request of the Association the University's implementation of any such retirement arrangement shall be reported to the personnel committee of the bargaining-unit member's department/school/college and/or to the Association.

L. Vacations

Full-time twelve-month employee members of the bargaining unit are granted earned vacation days at their regular rate of pay after an initial four months of service, amounting to twenty-two working days per year. Vacation days do not accumulate when the bargaining-unit member is in an unpaid status of any kind. Vacation days earned, but not used, may be accumulated up to twenty-three days. However, bargaining-unit members whose salaries are derived from funds other than the general fund must use all vacation time prior to shifting to the general fund or prior to shifting to another subsidy source or the vacation accrual will be reduced to zero.

Vacation days must be scheduled in advance with the appropriate chair or dean/director/vice-president and shall be approved in accordance with the operational needs of the unit. Vacation days shall be requested in writing and accompanied by a completed copy of the University's official Time/Exception Report. The Time/Exception Report shall be processed by the administrator with the payroll covering the vacation period. If the Time/Exception Report is not filed by the administrator as herein provided, the bargaining-unit member may file a grievance requesting that the Time/Exception Report be filed and his/her vacation bank be debited the vacation days reported on the Time/Exception Report.

Upon termination of employment (other than retirement) a member of the bargaining unit holding tenure or employment security status will be paid for unused vacation days up to a maximum of twenty-three days. A non tenured bargaining-unit member will be paid for the unused vacation days up to a maximum of twenty-three days or for the remaining days in his/her term appointment, whichever is less. Before transfer from a twelve-month to a nine-month appointment, a bargaining-unit member shall utilize the vacation days in his/her vacation bank prior to the transfer date. Upon special circumstances the President or his/her designee may authorize payment for vacation days that would otherwise be lost.

In the event of the death of a member of the bargaining unit, his/her estate shall be entitled to payment for all accumulated vacation days.

M. Holidays

The eight holidays consisting of Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, and Memorial Day shall be official University paid holidays.

N. Christmas/New Year's Closure

Twelve-month bargaining-unit members will be given time off with pay between Christmas and New Year's. Any bargaining-unit member required to work between Christmas and New Year's will be given compensatory time off at a later date.

O. Flexible Spending Accounts

Bargaining-unit members are eligible to participate in a program of Flexible Spending Accounts for Reimbursement of Medical Care Expenses and Dependent Care Expenses. Employees have to be on the payroll by November 1 to be eligible for participation in the program for the following calendar year. The election to participate is limited to once per year and must continue for the entire calendar year. This program is provided at no cost to the employee.