

**COLLECTIVE  
AGREEMENT**

**Between**

**WAYNE STATE  
UNIVERSITY**

**and**



**THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 324, A, B, C, D, G, H, P, RA, S, -AFL-CIO**

**October 1, 2015 – September 30, 2020**

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## **AGREEMENT**

THIS AGREEMENT is entered into as of October 1, 2015 (due to PA-54, effective March 17, 2016) between the Board of Governors of Wayne State University (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local #324, A, B, C, E, & H - AFL-CIO (hereinafter referred to as the "Union").

### **GENERAL PURPOSE**

The intent and purpose of this Agreement is to preserve and promote harmonious relationships and cooperation between the Employer and Union.

## **ARTICLE (1) RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining agency governing wages, hours, and working conditions for the Operating Engineers, BAS Operating Engineers, Team Leaders, Boiler Operators, Refrigeration Operators, Firemen, and Operating Engineer Apprentices employed by the Employer excluding all other Employees, Supervisors and Student Assistants.

## **ARTICLE (2) NON-DISCRIMINATION**

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practice.

## **ARTICLE (3) MANAGEMENT RIGHTS**

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. It is expressly recognized, merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. Full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working force.
2. The right to determine the work to be done and the standards to be met by Employees covered by this Agreement.
3. The right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by Employees.
4. The right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off Employees.
5. The right to determine the qualifications of Employees, and to suspend, discipline and discharge Employees for cause and otherwise to maintain an orderly, effective and efficient operation.
6. The University reserves the right to monitor the workplace with visible and hidden cameras. Hidden cameras may be utilized when the University reasonably suspects, health, safety, performance, or University policy violations; the University need not reveal exact location and times of use. However, the University agrees to notify the

**ARTICLE (3) MANAGEMENT RIGHTS (continued)**

Union before hidden surveillance is to be utilized on campus. The University continues to reserve the right to impose appropriate discipline for cause, based on the use of surveillance, in accordance with other applicable provisions of the CBA. Nothing in this Agreement will affect the right of the University to utilize surveillance for purposes unrelated to the administration of this Agreement.

**ARTICLE (4) PROBATION, PROVISIONAL STATUS**

- A. An Employee is a "probationary Employee" for six (6) months of continuous employment. However, periods of absence from work shall not be counted toward completion of the probationary period.
- B. There shall be no seniority among probationary Employees. Upon completion of the probationary period, the Employee will acquire seniority from his/her date of hire.
- C. The Union shall represent probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning the discipline, lay off, or termination of a probationary Employee shall be subject to the grievance and arbitration process.
- D. Employees who are promoted within the bargaining unit shall be placed on provisional status for ninety (90) days. A provisional Employee may be returned by the University to his/her former classification within the bargaining unit, and such action shall not be subject to the grievance procedure.

**ARTICLE (5) WORKING HOURS AND OVERTIME**

- A. Regular Work Week: The regular work week shall consist of five (5) regularly scheduled eight (8) hour work days within a seven (7) day (Monday thru Sunday) work period for a total of forty (40) hours per week. The two (2) remaining days within the seven (7) day work period shall be known as "off days" and shall, within the limits of reasonable operating procedure, be scheduled consecutively. The first scheduled "off day" within the period shall be designated as the sixth and the second scheduled "off day" shall be designated as the seventh day.

Timekeeping is the ultimate responsibility of the Employer, utilizing methods determined by the Employer.

**ARTICLE (5) WORKING HOURS AND OVERTIME** (continued)

- B. Work Day: The work day shall begin at 12:00 a.m. and extend to 11:59 p.m.
- C. Shift Premium: Employees working a shift other than the day shift Monday through Friday (day shift which starts between the hours of 5:00 a.m. to 9:00 a.m.) shall be paid twenty (20) cents per hour premium pay for all hours worked. The midnight premium, if such is established shall be fifty (50) cents.
- D. Overtime: Time and one-half (one hundred and fifty percent (150%) of the hourly rate will be paid for hourly rated Employees as follows:
1. All hours worked over eight (8) in one work day, except if such time is worked on a seventh day.
  2. All hours worked over forty (40) in one work week except if such time is worked on a seventh day.
  3. All hours worked on shifts starting within eight (8) hours of the quitting time of an Employee's previous shift, except those hours worked on the seventh day.
  4. Double time (two hundred percent (200%) of the hourly rate will be paid for hourly rated Employees as follows:

All hours worked on a seventh consecutive day worked.

**PYRAMIDING**

There shall be no pyramiding of overtime: defined as the use of multiple premium multipliers on any single or block of hours. In other words, once an hour is counted as an overtime hour for the purposes of daily overtime, that same hour cannot be counted as an hour worked for the purpose of weekly overtime. The same principle applies to closure compensation. Not included in the definition of pyramiding are those cases of shift or salary premiums. These remain subject to the normal overtime multiplier for any overtime (or closure compensation) hours.

- E. Regular Overtime: No Employee shall have his/her regular previously scheduled shift or days off changed for the purpose of avoiding proper overtime payment.
- F. Paid sick leave, holidays (paid but not worked), or vacation will not be treated as days worked in computing daily or weekly overtime. However, Article 24-a and Article 30 compensatory time, when utilized, may be counted as time worked when computing weekly overtime.

**ARTICLE (5) WORKING HOURS AND OVERTIME** (continued)

- G. A work schedule has been established for engineers. Necessary and reasonable modifications may be made after consultation with the Employee and the Union. It is the goal of the parties to minimize modifications of established schedules while insuring proper coverage and meeting the needs of the University. The Union shall be given reasonable prior notice (not less than two weeks) and the need for said change shall be demonstrated.

In the event the parties cannot agree as to the necessity for the change, the Employer will have the right to institute the change and the Union will have the right to grieve the issue under the terms of the grievance procedure.

**ARTICLE (6) DISTRIBUTION OF OVERTIME**

- A. If an Employee is off, upon return to work, he/she must work one full shift before being eligible to work overtime. There shall be one (1) overtime list. This list will be a campus-wide overtime list rotated on the basis of overtime opportunity offered for work. In order for an Employee on the list to be eligible to work overtime in a given area, the Employee must be qualified to perform the work available. Employees are encouraged (with the Supervisor's knowledge) to familiarize themselves with the various buildings and areas in order to be deemed qualified to carry out the necessary assignments when overtime hours are available.
- B. When an Employee cannot work overtime for a valid reason, he/she shall be charged for the opportunity, just as if he/she has worked. An Employee who cannot be contacted within 20 minutes (of contact) to work overtime shall miss that opportunity to work. Refused overtime, approved absences, illness, or overtime for which an Employee could not be contacted, shall count as opportunity for time worked. If no one within the specific overtime group can be reached, the overtime will go to any licensed Employee covered by this Agreement. Minimum call in time is four (4) hours at the proper overtime rate (if applicable).
- C. Approved absences (with or without pay), illness, and vacancies may be covered by a campus relief person, double covered or, after one (1) week of absence, paid overtime (if applicable).
- D. The overtime list shall be monitored by the Chief Steward. Management will provide the Chief Steward with the necessary documentation to monitor the overtime. This does not modify the role of supervision in authorizing the assignment of overtime, nor the role of management in authorizing overtime. Management shall have no obligation to equalize overtime for Employees not on the overtime list.
- E. When a specific overtime assignment has already been started on straight time, then the Employee who began the assignment shall continue on it for the remainder of that work period. Occasional overtime to support special projects requiring site specific Employee(s) participation, including individuals not on the overtime list, may be scheduled.

**ARTICLE (6) DISTRIBUTION OF OVERTIME** (continued)

- F. The overtime list shall be kept, at all times, in an accessible, visible location (i.e. the IUOE Local 324 bulletin board cabinet), and updated at least bi-weekly.
- G. Effective with signing of this Agreement, all Employees in the bargaining unit shall be credited with zero (0) overtime hours. The opportunity to work overtime shall be distributed equally to non-probationary Employees. An overtime list in order of Bargaining Unit Seniority shall be maintained. On January 1<sup>st</sup> (or the first work day afterwards) each year, the overtime lists shall be updated by Employees indicating whether or not they wish to be on (or added) to the list. Probationary Employees may choose to be added at the end of their probationary period. IUOE seniority acts as all overtime list tie-breakers.

**ARTICLE (7) UNION RIGHTS AND SECURITY**

To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining, involving the Employees covered by this Agreement, for the duration of this Agreement, or any extensions thereof. Nothing contained herein shall be construed to prevent any individual Employee from presenting a grievance and have the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment. The Union may initiate its own grievances for protection and maintenance of this Agreement.
- B. The University agrees to notify all new Employees in classifications covered by this Agreement that the "Union" is the sole bargaining representative for their respective classifications.
- C. By law, Employees in the Bargaining Unit at the expiration of the 2010-2015 Agreement (September 30, 2015), shall not be required as a condition of continued employment to become members of the Union. However, those Employees who elect to, shall either (on or before the tenth (10th) day after the thirtieth (30th) day following such effective date), pay dues or pay service fees equal to the membership dues in accordance with the By-laws of the "Union" for the duration of this Agreement and any extension thereof.
- D. The University shall be notified in writing by the "Union" of any applicable Employee in the Bargaining Unit who is thirty (30) days in arrears in payment of membership dues, or service fees. Employees who fail to comply with this requirement shall be released by the University within thirty (30) days of such notice.

## **ARTICLE (8) UNION DUES, INITIATION FEES AND SERVICE FEES**

- A. Payment by Check-off: Members of the Bargaining Unit, who elect to, shall tender their service fee equivalent to the amount of dues uniformly required of members of the Union by signing an Authorization for Payroll Deduction of Nonacademic Union Dues and/or Service Fees Form.
- B. Check-off Form: During the life of this Agreement and in accordance with the terms of the Authorization for Payroll Deduction of Nonacademic Union Dues and/or Service Fees Form, hereafter set forth, the Employer agrees to deduct the service fee equivalent to the amount of dues uniformly required of members of the Union from the pay of each member of the Bargaining Unit who executed the Authorization Form.
- C. The Employer shall not be responsible for collecting the service fee during periods of leaves of absence for which the Employee received no pay from the Employer.
- D. It shall be the duty of the Employer at the time of hire to provide the Employee with the Authorization for Payroll Deduction of Nonacademic Union Dues and/or Service Fees Form and inform the Employee of his or her option to pay a service fee.
- E. The Employer shall notify the Union within ten (10) days of any Employee hired, rehired, reinstated, or transferred into the Bargaining Unit, and will furnish the Union, no later than the tenth (10th) of the month a listing of all service fees deducted for the previous month showing the name, file number, pay code, and amount deducted from all applicable members of the Bargaining Unit, including additions and deletions since the last listing with explanation of changes.
- F. The University shall not be liable to the Union by reason of the requirements of this section for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees.
- G. The Union shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of money from an Employee's pay made in accordance with this Article. It shall be the responsibility of the Employee to obtain appropriate refund from the Union.

## **ARTICLE (9) REPRESENTATION**

- A. Employees covered by this Agreement may be represented by the Steward and designated assistant Stewards whose identity shall be made known to the University.
- B. The Steward, during working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with the Supervisor. This privilege shall not be abused.
- C. Any new Employee shall be made known to the Steward upon starting to work to be added to the Steward's record.
- D. Employees covered by this agreement may be represented by one chief steward in total and one steward per shift. The identity of the stewards shall be made known to the university.
- E. The Employer agrees to meet with the Chief Steward once per month, on an agreed-upon date, to discuss developing non-grievance issues. A list of agenda items will be supplied to the Employer at least 5 working days prior to the monthly meeting, or it will be assumed that no meeting is required for that particular month. Others may attend the meeting(s), but only by prior mutual agreement.

## **ARTICLE (10) STRIKES**

- A. The Union recognizes that strikes by public Employees are prohibited Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965, and agrees that it will comply with said Act as well as all other laws affecting this Agreement.
- B. The University reserves the right to take appropriate action where Union activities result in interference with any operation of the University, up to and including discharge, subject to provisions governing disciplinary actions as contained in this Agreement.

**ARTICLE (11) DISCIPLINE/DISCHARGE**

- A. Discipline shall be timely taken.
- B. Any Employee who is discharged or disciplined shall be given written notice specifying the reason for discharge or discipline. The Union and Chief Steward shall be furnished a copy of all such notices.
- C. Employees shall be subject to immediate dismissal for just cause. Examples of just causes which may result in immediate dismissal, although not an exclusive list, are: drunkenness, dishonesty and insubordination.
- D. No disciplinary action which occurred two (2) years or more prior will be considered by the Employer.

Any Employee (with live disciplinary action on his/her record), who is absented from the workplace for more than 40 continuous calendar days, shall have the life of the most recent disciplinary action(s) (per unique charge) frozen, until his/her return to work.

**ARTICLE (12) INCOME DISABILITY PROGRAMS**

- A. Effective 30 days following the University's notification to the carrier, participation begins after the Employee has completed one (1) year of regular full-time employment on the active payroll.

Eligibility for benefits is determined in accordance with the terms stipulated by the carrier.

- B. Employees shall be entitled to full pay during periods of extended disability for the number of days accrued in their Illness and Vacation Banks. Any unused vacation remaining at the end of the sixth month of continuous disability will be paid to the Employee in full. For the number of unused days remaining in the Illness Bank at the end of the sixth month of continuous disability, the Employee will be paid the difference between the daily rate and the amount paid by the insurance carrier.

**ARTICLE (12) INCOME DISABILITY PROGRAMS** (continued)

C. Short-Term Disability

1. Upon exhaustion of the Illness Bank and Vacation Bank in less than six (6) months, the Employee shall be paid 50% of his/her base salary in effect at the time of disability (not to exceed \$750 per month) provided sufficient medical verification is available to indicate the Employee may qualify for Long-Term Disability benefits. These payments will continue through the last day of the sixth month of continuous absence.
2. Short-term Disability benefits may not exceed six (6) months in any twelve (12) month period.
3. There will be no change in the Medical Insurance premium deductions.
4. Compensation received from Workers Compensation and Social Security shall be deductible from Short-term Disability benefits.
5. If the Employee is in the University Retirement Plan deductions and contributions shall continue based on the Short-term Disability salary.
6. Once accepted for Short Term Disability, employees shall not accrue either vacation or illness leave hours. Once/if the employee has returned to full time duty, said accruals shall resume, in keeping with Articles 17.D & 27.A.1.

D. Long-Term Disability

1. The University shall provide a Long-term Disability insurance program which will be administered in accordance with the terms stipulated in the insurance contract. The decision of the carrier is not grievable to the University.
2. The monthly benefit for eligible Employees will be paid starting the first of the month following six (6) months of continuous disability. Benefits will be paid as long as the disability continues or until the Employee reaches age sixty-five (65). However, if the disability commences after the Employee reaches age sixty (60), the benefits will continue for five (5) years or until the Employee reaches age seventy (70), whichever occurs first.
3. The monthly benefit, including any disability benefits from Social Security and/or Workers' Compensation, will be equal to sixty-six and two-third percent (66 2/3%) of the Employee's basic salary up to maximum benefit of seven thousand dollars (\$7,000.00) per month. For Employees who become eligible to receive benefits under this provision after 1/1/93, the income benefit will be subject to an increase of 3% each year during disability.

**ARTICLE (12) INCOME DISABILITY PROGRAMS** (continued)

4. The monthly benefit shall not be less than \$100.
5. The Employer will pay the full cost of the basic and supplemental life insurance coverage. Medical coverage will be subsidized by the Employer at the same rate as is provided to active Employees if the Employee desires coverage.
6. If the Employee is in the University Retirement Plan, the insurance carrier will pay the annuity premium in accordance with the provisions of the Plan. The premiums will be based on the individual's basic monthly salary at the time disability begins, and shall be 15% of the said monthly salary.

**ARTICLE (13) LEAVES OF ABSENCE**

A. Illness Leave

Leave for health reasons will be granted for periods up to one year. The Employee may return to his/her position, or a similar one, upon approval of the University Health Service. To return to work, the Employee must notify the University Employment Services Center at least two (2) weeks prior to the anticipated return date so arrangements may be made for a return to work physical examination, if so requested by the University. The two (2) weeks notice requirement may be relaxed by the Employer, but will not supersede the need for the pre-return physical examination, if so requested. *Under no circumstances* shall the leave extend beyond one year. If an illness or disability is deemed serious enough to interfere seriously with the Employee's work, the University may initiate a mandatory sick leave to cover the period of illness or disability.

**ABSENCE CALL-IN PROCEDURE, DUE TO ILLNESS**

Communication with the Employment Services Center does not satisfy the University's absence notification requirement. It is a basic WSU (and universal) expectation that employees, not Employment Services, will notify their immediate supervisor of any variances from their established work schedule (supervisory notification unless otherwise designated by the employee's department). FMLA application/approval does not relieve an employee of their notification responsibility.

**ARTICLE (13) LEAVES OF ABSENCE** (continued)

B. Military Leave

1. Unpaid leave for long-term service is granted with full re-employment rights specified by law.
2. Short-term: Regular Employees who belong to the National Guard, Officers Reserve Corps, or similar military organizations will be allowed the normal seventeen (17) day leave of absence in any one given instance when ordered to active duty or for training. The Employer will pay the difference between these Employees' military pay and regular pay if such short-term military leave is taken and charged to his/her vacation.

C. Leave for Union Business

1. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer may, at the written request of the Union, be afforded a leave of absence for a period not to exceed one (1) year (subject to review and renewal) or the term of office, whichever may be shorter, and upon their return shall be re-employed with accumulated seniority.
2. A member of the Union selected to attend or serve on committees beneficial to University business, may be allowed casual time off without loss of time or pay upon written request and which approval shall not be unreasonably withheld.
3. One member of the Union elected to attend a county, state or national convention may, with prior approval be allowed time off without loss of time or pay to attend such conventions.
4. Each steward shall be allowed up to five (5) hours of paid release time per year for steward training run by the union or contracted by the union. There shall be no more than twenty (20) total hours utilized per calendar year. The remainder of one day of training per year shall be paid by the union or charged to vacation time.

D. Personal Leave of Absence

Leaves of absence without pay up to three (3) months may be granted in cases of exceptional need for those Employees who have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the Employee's family, temporary termination of the Employee's work, child care, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leave of absence for like causes may be extended for additional three (3) month periods, but the total leave time shall not exceed one (1) year.

## **ARTICLE (14) GRIEVANCE PROCEDURE**

- A. Should differences arise between the University and the Union during the term of this Agreement, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to:
1. The time elements in the steps can be shortened or extended by mutual agreement.
  2. Working days shall be those days the Supervisor is available to receive the grievance.
- B. A Union grievance is a difference between the Employer and the Union concerning (1) working conditions or (2) the interpretation or application of any provision of this Agreement and may be processed directly to Step 2 of the Grievance Procedure.
- C. Any Employee grievance is a difference between the Employer and any Employee concerning the interpretation or application of any provision of this Agreement.
- D. Any Employee grievance or Union grievance not presented for disposition through the grievance procedure in ten (10) calendar days of the occurrence of the condition giving rise to the grievance, or within ten (10) calendar days of the date it is reasonable to assume that the Employee or the Union became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the Employee, or for the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.
- Should an Employee who is suspended or discharged consider the suspension or discharge to be improper, a grievance signed by the Employee must be presented at the Step 3 level in writing through the Union's Business Agent, or his/her designated representative, to the Labor Relations Department, or its designated representative within five (5) working days (Monday-Friday) of the University's action.
- E. A grievance concerning alleged safety hazards may be processed directly to Step 3.
- F. If the grievance is not answered in a timely manner under Step 1, 2, or 3, it may be processed to the next progressive step of the grievance procedure. In the event the Union does not appeal the grievance to Step 4 or Arbitration within the time limits specified or as extended, the grievance is considered settled pursuant to the last step answer or withdrawn without prejudice (WWP).

**ARTICLE (14) GRIEVANCE PROCEDURE** (continued)

G. Grievance Steps

Step 1. An Employee having a grievance shall present it orally to his/her Supervisor. In the event the Employee desires that his/her Steward be present, he/she shall make his/her request through the Supervisor, and the Supervisor shall send for the Steward.

Step 2. In the event the grievance is not settled orally by the Supervisor, the Employee shall submit the grievance, in writing, to the department head or his/her designated representative, within three (3) working days from the oral presentation on forms (at least three (3) copies) provided by the Employer. The Employee and the Steward shall sign the grievance. The grievance must indicate (1) a statement relating the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested. Each party's representative shall be responsible for making certain that all relevant facts and contentions, that are available at the time, have been developed and considered by Step 2. The department head, or his/her designated representative shall give his/her decision, in writing, within five (5) working days. The decision rendered by Management shall be final and the case shall be considered settled on the basis of the Employer's decision unless the grievance is appealed in writing to the designated representative for Labor Relations within five (5) working days after Management has rendered its decision.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the decision may be appealed to the Department of Labor Relations, and a meeting will be promptly arranged within three (3) working days from receipt of appeal of the department head's decision in Step 2. A written decision shall be rendered within ten (10) working days after the meeting. The decision rendered by Management shall be final and the case shall be considered settled on the basis of the Employer's decision, unless the grievance is appealed to the Director of Labor Relations of the University, or his/her designated representative in writing within five (5) working days after Management has rendered its decision.

Step 4. If the grievance is not resolved at Step 3, it shall be presented to the Director of Labor Relations, or his/her designated representative within five (5) working days after receipt of the Step 3 disposition. The Director of Labor Relations, or his/her representative, will give a written disposition to the Union within fifteen (15) calendar days from receipt of the appeal.

**TAPING OF MEETINGS**

It is understood by all parties that grievance meetings [and other employer-employee meetings] are not to be taped or otherwise recorded, unless the prior written consent of both parties has been obtained.

## **ARTICLE (14) GRIEVANCE PROCEDURE** (continued)

### H. Arbitration

If there is no resolution of the grievance at Step 4, the Union shall have twenty (20) calendar days (from the receipt of the Employer's written disposition) to notify the University, in writing, of its intent to arbitrate the grievance. Any unresolved grievance which relates to the interpretation, application, or enforcement of a provision of this Agreement or any written supplementary Agreement, and which has been fully processed through the last step of the grievance procedure may be submitted to arbitration by either party in strict accordance with the following:

1. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the Employer and the Union within ten (10) working days after notice has been given. If the parties fail to select an Arbitrator, the Michigan Employment Relations Commission (MERC) or the American Arbitration Association (AAA) shall be requested by either or both parties to provide a panel of five (5) Arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party will then strike one name. The process will be repeated and the remaining person shall be the Arbitrator.
2. The Arbitrator shall be empowered to rule on all disputes pertaining to the interpretation or application of this Agreement, provided however, that he/she shall have no power to add to, subtract from, nor modify any terms of this Agreement nor any other Agreement made supplementary hereto.
3. Any case appealed to the impartial Arbitrator on which he has no power to rule shall be turned back to the parties without decision.
4. The decision and findings which must be reached within thirty (30) calendar days after the arbitration hearing has convened shall be final and binding upon the parties hereto, and there shall be no strike, slowdown, curtailment or interruption of operation, or lockout as a result of such decision.
5. The cost of the impartial Arbitrator will be borne equally by the University and the Union. However, should either party unilaterally cancel or postpone a scheduled/confirmed arbitration hearing date within the Arbitrator's penalty period, that party shall be solely responsible for any associated cancellation costs or penalties.
6. Each party shall be responsible for compensating its own witnesses.

**ARTICLE (14) GRIEVANCE PROCEDURE** (continued)

I. Expedited Arbitration:

Should either the University or the Union indicate that a particular grievance or dispute is of such a nature as to require expeditious determination, said party may waive the Arbitration procedure as set forth (in paragraph H) above and request that the grievance or dispute be submitted to Expedited Arbitration.

Under this process the parties shall mutually agree to select an Arbitrator on an ad-hoc basis within seven (7) working days from the date that the request for Arbitration is made. Failure to mutually select an Arbitrator within the above stated time period will require the parties to (within three (3) days thereafter) alternately strike Arbitrators from a panel of 5 Arbitrators to be mutually agreed upon at the close of negotiations.

Arbitrator Panel: Mark Glazer, Deborah Brodsky, William Daniel, Ruth Kahn, Stanley Dobry.

**ARTICLE (15) SENIORITY, LAYOFF AND RECALL, TRANSFER AND PROMOTIONS**

A. SENIORITY: The Chief Steward shall have top seniority for the purpose of bidding on open shift only.

In the event a job is eliminated for any reason, the man/woman, or men/women involved in the cutback shall have the right to displace the least senior Employee in his/her classification, per standard bumping practices.

AUTOMATIC RESIGNATION: The following constitutes voluntary resignation:  
Per the APPM, Section 3.0.11.2, an Employee who is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff for three (3) consecutive working days without notifying their Supervisor (or the department's designee). In proper cases, an exception may be made by the University.

TIE BREAKER: When two or more employees in the bargaining unit have the same bargaining unit seniority date, the seniority tie shall be broken by reference to their total University Service. The employee with the greatest amount of total University service shall be considered to have higher seniority. If that method does not yield results, total International Union of Operating Engineers (IUOE) seniority shall prevail. The employee with the greatest amount of total IUOE seniority shall be considered to have higher seniority. If that method does not break the tie, the last four digits of the affected employees' social security number shall be used. The employee having the highest last four digit number will be granted the higher seniority.

**ARTICLE (15) SENIORITY, LAYOFF AND RECALL, TRANSFER AND PROMOTIONS**  
(continued)

- B. LAYOFF AND RECALL: Should a layoff be necessary of a seniority Employee from a position in a classification covered by this Agreement, the Employer agrees to provide in writing with two (2) weeks' notice of lay off. The Employee with the least seniority in the classification shall be laid off or have the right to displace the least senior Employee having less seniority in a lower classification in the same series covered by this Agreement.

An Employee, demoted, due to a lay off to a lower classification not previously held, shall be given seniority credit in the lower classification for his/her seniority accumulated in his/her higher classification.

A laid off Employee shall have recall rights for up to one year from the date of lay off, not to exceed the length of the Employee's seniority. Laid off Employees shall be recalled in inverse order of lay off to positions in the bargaining unit for which they are qualified in the same or lower classification from which they were laid off.

- C. TRANSFER AND PROMOTIONS: Transfers within a classification shall be made on the basis of seniority within the classification. All requests for transfers shall be honored before promotions are made. Promotions within the unit shall be based on the license registration list and qualifications within the classification. Qualifications shall include consideration of the Employee's attendance record and disciplinary history.

1. Upon the decision to fill a position, all newly opened positions will be posted by the University. After the posting of the initial position, all subsequent vacancies shall be filled using current valid bid sheets on record as of the closing date of the bid. All bids submitted shall be acted upon by the University. All vacancies shall then be filled in accordance with sub-paragraph 4, until all vacancies are filled. All transfers shall be filled as expeditiously as possible.

The University, may, upon consultation with the Union, require an Employee who has been transferred to another shift, or promoted to stay in that position for a period not to exceed nine (9) months from the date of the transfer or promotion. If an employee is required to stay in their former position, that employee receives the rate of pay for the transfer/ promotion or their former rate, whichever is greatest. Employees bidding into a new building, new position or a newly renovated building shall not bid on another position for a period of one (1) year from the date of entry into that position. Employees shall be limited to two (2) moves per twelve (12) month period.

**ARTICLE (15) SENIORITY, LAYOFF AND RECALL, TRANSFER AND PROMOTIONS** (continued)

2. Notice of all newly created positions in existing classifications shall be posted on Employees bulletin boards; and the Employees shall be given seven (7) calendar days' time in which to make application to fill the new position. The senior Employee within that classification who makes application shall be transferred to fill the new position. Newly created positions are to be posted in the following manner: the place of work, the hours to be worked, and the classification. (Note: promotions shall be made whenever a vacancy occurs or a new position is created.)
3. Requests for transfer shall be made on forms provided by the University and submitted to the designated management official. (Note: A duplicate copy shall be provided to the union of all transfer requests after they have been accepted and signed by the designated management official.)
4. The Employee with the highest seniority within classification requesting a transfer, shall be transferred automatically to the open position of his/her highest preference.
5. The University shall establish a registration list so that Operating Engineers can register their license for the purpose of promotion. When a promotion is available the Employer shall give the Engineer with the oldest registration date priority for such promotion. If no Engineer has registered his/her license so as to qualify for said promotion, The Employer may make a commitment to hire from outside the bargaining unit. Once a commitment to hire has been made, subsequent registration of a license shall not void such commitment.

**ARTICLE (16) WORK DUTIES AND STAFFING**

- A. Work assignments will be determined by the University with specific tasks determined daily by the Supervising Engineer.

Work zone(s) and hours of work shall be posted before instituting a new job and are subject to modification on the basis of operational needs.

- B. The parties agree that it is their purpose and intent to adequately staff and properly assign work duties to the Engineering personnel thereby assuring proper, sound, and safe operation and maintenance of the Employer's equipment and buildings. With the foregoing statement as a basis upon which to act, it is hereby agreed that the Management-Union Committee composed of 2 University representatives and 2 Union representatives, shall review, evaluate and recommend proper staffing in all existing and future new buildings as they are made ready for operation.

**ARTICLE (16) WORK DUTIES AND STAFFING** (continued)

It is understood that this is an advisory committee and does not commit the University to a certain staffing level.

**ARTICLE (17) VACATION**

A. The Vacation Table listed below shall apply to all Employees represented by Local 324. It is exclusive of "paid holidays" or any special days off with pay designated by the President.

<u>Length of Service</u>	<u>Annual Vacation</u>	<u>Maximum Accrual</u>
0 thru 4 years	12 days	23 days
5 thru 10 years	15 days	23 days
11 thru 15 years	20 days	23 days
16 or more years	23 days	23 days

The maximum accrual is 23 days.

- B. 1. Vacation time off shall be in accordance with the operational needs of the Department and scheduled with the Supervisor.
2. Upon two (2) weeks written notice, extended vacations (blocks of five (5) days or greater) are allowed throughout the entire year, provided proper relief can be attained. Summer vacation will be divided into four (4) periods of three (3) weeks each, from June to September. Periods to be posted by March 15, and all requests must be turned in by April 15.

**Extended Vacation Leave (blocks of five (5) days or greater)**

Approval of extended vacation schedules shall be made by May 1 of each year.

Choice of vacation will be governed by:

- a) Bargaining Unit seniority.
  - b) Available coverage.
3. **Intermittent Vacation Leave (less than five (5) days)**  
Vacations of less than five (5) days are allowed, provided coverage is available and at least twenty-four (24) hours written notice is submitted to the Supervisor. Exceptions may be made by mutual agreement between the Employee and Supervisor. Intermittent vacation requests shall be addressed in the order received. Release for such vacation time shall not be unreasonably withheld.

**ARTICLE (17) VACATION** (continued)

- C. Engineers or Project and Relief will cover shift assignments for vacation absence.
- D. Vacation allowance shall be credited at the end of six (6) months of service. Thereafter, vacation days shall accrue each pay period completed without loss of pay, except that one (1) hour or less of excused absence without pay within the pay period shall not affect the accrual.
- E. Employees who leave the University after six (6) months of continuous full-time service shall be paid for their unused accumulated vacation days as of the date of termination of employment.
- F. If a pay day falls during an Employee's vacation of two (2) weeks or more, an advance check may be requested in writing from the Payroll Office in accordance with established procedures provided:
  - 1. There is a sufficient vacation bank as of the last pay period prior to the date of request for advance payment.
  - 2. The written request must be submitted to Payroll at least ten (10) work days prior to issuance of advance check.
  - 3. Compensation time, personal business days, and floating holidays will be considered as vacation for the purpose of obtaining an advance check.
- G. At the time of layoff, a bargaining unit member who has an accumulated vacation bank, shall have such bank frozen and paid out in a lump sum following the effective date of layoff.
- H. Once each calendar year, employees may be allowed to take up to a maximum of two weeks of pay, in lieu of vacation time off. The request for pay-in-lieu-of vacation, if allowed, shall be paid at the contract rate applicable at the time that the pay-in-lieu-of obligation was incurred, regardless of any negotiated changes.

**ARTICLE (18) MEDICAL INSURANCE**

- A. 1. Medical insurance is available to Employees through contracts and agreements executed by the Employer with Blue Cross/Blue Shield, BlueCare Network, Health Alliance Plan, DMC CARE, and Community Blue.

Dependents (claimed on benefits forms) that are between 19-25 years of age are required to maintain verified full time student status in order to receive medical, dental, or vision benefits coverage. However, the Employer will observe any relevant changes in federal law.

**ARTICLE (18) MEDICAL INSURANCE** (continued)

2. For all HMO/PPO's the University shall provide a subsidy equal to the subsidy in effect on 8/31/94 (or the full cost of the premium if equal to or less than the 8/31/94 subsidy) plus 70% of the actual dollar increase in premium for Single, 2-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 8/31/94 plus 70% of the average cost increase for Single, 2-Person and Family coverage for the five HMO/PPO's plus an additional \$7.50 per month subsidy for family coverage.

3. Employees are eligible for coverage beginning the first day of the month coinciding with or next following the date of employment. An Employee wishing coverage under one of the plans, must file application within the first month of employment. In the event the Employee fails to apply within the first month, he/she will be required to comply with the terms stipulated by the insurance carrier to obtain coverage.
4. The deductible amount under the major medical insurance program will be Fifty (\$50.00) Dollars for individuals, with the maximum deductible for family coverage, One Hundred (\$100.00) Dollars.
5. EQUIVALENT COVERAGE Medical insurance is available to members of the bargaining unit through contracts and agreements with various insurance carriers selected by the University. The University may offer a voluntary new plan (or plans) and provider(s), with coverage levels and other terms as determined by the HR division. However, the current subsidy and cost increase sharing ratios, as outlined in Section A of this Article, shall be maintained for future cost increases arising for any new plan(s). The University may substitute one carrier for another, provided that any substitution shall provide equivalent coverage and access to providers over a similar geographic area within Southeastern Michigan. Equivalent coverage is not exactly the same, but is essentially as good on an overall basis across the plan. The union shall be notified of the substitution of an existing carrier within no less than 60 days prior to the effective date of such change. The union shall then have the opportunity (for the next 30 days after notice) to confer on the replacement plan with the University, prior to implementation.

The Employer may unilaterally cancel an existing Medical Insurance Plan providing it accords affected Employees with conversion privileges to any successor plan of the Employee's choice. A change in health insurance carrier may result in a change in coverage as permitted in the above section on equivalent coverage.

**ARTICLE (18) MEDICAL INSURANCE** (continued)

6. Bargaining unit members shall have the option of continuing coverage under one of the Plans provided by the Employer or of dropping coverage provided that the Employee is covered under an alternative external health insurance plan (i.e. coverage under a spouse's plan), and 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 one hundred dollars (\$100.00) per month in lieu of medical insurance coverage. The monthly payment is contingent on the spouse being covered by other than a Wayne State University-offered plan. If the spouse is covered under a Wayne State University plan, the bargaining unit member shall not be eligible for the monthly payment.

An Employee 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 (1st) day of the month following ninety (90) days after 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 Employee maintains coverage,
- and
- b) The Employee's divorce from his/her spouse and Employee maintained coverage under his/her spouse's medical insurance.

Where one of the exceptions listed above (death or divorce) occurs and the Employee is able to provide sufficient documentation thereof, the Employee may make application for coverage under one of the University plans and coverage will be effective on the first (1st) day of the month following application.

7. Flexible spending account administration fee will be paid by the University for those participating.

- B. VISION CARE INSURANCE Effective on the first day of the first full month following ratification of this Agreement (2005), the Employer shall provide vision care coverage to all bargaining unit Employees (who are enrolled in WSU medical insurance plans) as described in the contract between the Employer and the carrier. Effective January 1, 2006, and thereafter, the University shall subsidize the cost, at the rate of 50%.

## ARTICLE (18) MEDICAL INSURANCE (continued)

Dependents (claimed on benefits forms) that are between 19-25 years of age are required to maintain verified full time student status in order to receive medical, dental, or vision benefits coverage. However, the Employer will observe any relevant changes in federal law.

### OTHER ELIGIBLE PERSON (“OEP”) PROGRAM

- C. Bargaining unit members may participate in a program under which certain unrelated individuals (i.e. Other Eligible Person) may be eligible for medical, dental and/or tuition reimbursement benefits. The University will review the program annually to determine if it will be continued for the next plan year. Should the University decide to discontinue the program, 30 days’ notice shall be provided to participants. Bargaining unit members are strongly encouraged not to forego health and/or dental coverage that may be available to them from other sources. The University reserves the right at its sole discretion at any time during the program to change, modify or suspend this program and the means by which eligibility for benefits under this program is determined and verified.

#### Eligibility:

Under this program, a bargaining unit member who does not already enroll a spouse for medical, dental and/or tuition benefits may enroll one Other Eligible Person (“OEP”), if ALL of the following eligibility criteria are met:

- The OEP is an adult, age 26 or older;
- The OEP currently resides in the same residence as the employee, other than as a tenant, and has done so for the 18 continuous months prior to the individual’s enrollment,;
- The OEP is not a “dependent” of the employee as defined by the IRS; and
- The OEP is not related to the employee by blood or by marriage.

Children who are qualified as WSU-defined dependents of an employee’s OEP are also eligible for benefits.

#### Taxability of Benefits:

As a matter of law, the employer cost of providing benefits of the type described above is considered ordinary income and is, therefore, subject to taxes, including FICA, FICA Medicare, federal, state and city taxes.

#### Ineligibility:

The following individuals do not fall within the eligibility criteria for this program:

The Spouse, children, grandchildren, parents, grandparents, siblings, nieces, nephews, aunts, uncles, cousins, landlords, renters, boarders and tenants of employees.

**ARTICLE (18) MEDICAL INSURANCE** (continued)

D. Interlocking Enrollments

Medical and Dental coverage levels must match (i.e. Family-Family, Single-Single). However, the University reserves the right to observe court orders concerning bargaining unit employees and the medical/dental coverage of dependents.

E. It is agreed that the following co-pays will be in effect (as of 3/17/16):

Office Visits

\$20.00 co-pay for office visits

\$20.00 for Urgent Care visits

\$100.00 for Emergency Room; nothing if admitted to the hospital

Prescription Drugs

\$5/\$20/\$45 co-pay (a three-tiered program)

Members may purchase prescription drugs with a mail order option

**ARTICLE (19) RETIREMENT**

A. Effective sixty (60) calendar days after the ratification of the 2010-2015 Agreement, an Employee who is twenty-six (26) years of age shall be eligible for voluntary participation in the retirement program established with Teachers Insurance And Annuity Association and the College Retirement Equities Fund (TIAA/CREF) and/or Fidelity Investments.

B. The Employer match shall start at a 1% employee contribution, and increase on a 2 for 1 basis, up to 5% employee contribution (10% maximum University contribution).

For the University contribution, vested percentage is as follows:

<u>Years of Vested Service*</u>	<u>Vested Percentage</u>
Less than 2 years .....	-0-
2 years or more in a pay status.....	100%

\*For the purposes of this article, “Vested Service” is defined as:

(1) If employment ends prior to 2 years of service, 100% of the employer contribution is forfeited to WSU, (2) If employment ends after 2 years of service the employee is entitled to 100% of the employer contribution.

Employees with previous service at an eligible educational institution may be able to waive all or a portion of the two-year vesting requirement.

C. The Employee may also deposit, within the limits established by tax laws, additional money with TIAA/CREF and/or Fidelity Investments.

**ARTICLE (19) RETIREMENT** (continued)

- D. Upon termination of employment prior to retirement, an Employee having less than five (5) years of contribution to TIAA/CREF and/or Fidelity Investments, or who has less than \$2,000.00 on deposit, is entitled to a full refund of the Employee's contribution.
- E. The retirement right of Employees who had been employed by the Employer prior to July 1, 1958, and who have elected to remain under the Detroit School Employees Retirement System (DSERS) shall continue and shall be governed by the provisions of the Resolution of the Board of Governors adopted on February 17, 1966 (Proceedings, pp. 1242-1244).
- F. A retiree shall be defined as an Employee who retires from the University, and
  - 1. Has participated in the WSU Retirement Program for at least five (5) years or has at least ten (10) years of University service,  
  
and
  - 2. Has attained the age of fifty-five (55).
- G. Retirees shall be entitled to the following benefits provided the retiree notifies the Employer in writing of the intent to retire at least two (2) weeks prior to the date of retirement.
  - 1. Life insurance (currently \$2500) coverage with the premium paid in full by the Employer.
  - 2. Continued Group medical coverage providing the retiree pays the full monthly retiree premium.
  - 3. Payment of one-half (½) of the accumulated Illness Bank up to a maximum of thirty (30) days.
  - 4. Accrued vacation as of the last day worked will be paid to the Employee in a lump sum.
- H. In the event that additional retirement investment options are offered to a substantial number of bargaining units at the University, the same investment options will be offered to this unit.

**ARTICLE (20) LIFE INSURANCE**

A. Group term non-contributory life insurance will be equal to the Employee's annual salary (or a minimum of \$25,000) for all full-time Employees covered by this Agreement. Additional amounts of supplemental life insurance may be purchased at subsidized rates by election of Option #1, #2, #3, or #4 below. A modified subsidized rate structure for the purchase of supplemental life insurance will be effective after October 1, 1968.

Option No. 1: Non-contributory insurance plus supplemental insurance equal to one times annual salary to a maximum of \$750,000 of total coverage.

Option No. 2: Non-contributory insurance plus supplemental insurance equal to two times annual salary to a maximum of \$750,000 of total coverage.

Option No. 3: Non-contributory insurance plus supplemental insurance equal to three times annual salary to a maximum of \$750,000 of total coverage.

Option No. 4: Non-contributory insurance plus supplemental insurance equal to four times annual salary to a maximum of \$750,000 of total coverage.

B. Employees 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.

**ARTICLE (21) DENTAL INSURANCE**

A. The Employer shall provide dental care coverage to all eligible enrolled Employees and their dependents, in the bargaining unit. "Eligible enrolled" members shall be defined as members who are enrolled in a University-offered medical plan. Members of the bargaining unit who participate in this plan shall be required to make a contribution equal to five percent (5%) of the premium rate for the coverage selected, effective immediately upon ratification. Effective March of 2016, members of the bargaining unit who participate in this plan shall be required to make a contribution equal to twenty percent (20%) of the premium rate for the coverage selected.

Dependents (claimed on benefits forms) that are between 19-25 years of age are required to maintain verified full time student status in order to receive medical, dental, or vision benefits coverage. However, the Employer will observe any relevant changes in federal law.

B. Non-orthodontia dental coverage shall be improved to \$1,500.00 a year.

**ARTICLE (21) DENTAL INSURANCE** (continued)

C. Interlocking Enrollments

Medical and Dental coverage levels must match (i.e. Family-Family, Single-Single). However, the University reserves the right to observe court orders concerning bargaining unit employees and the medical/dental coverage of dependents.

**ARTICLE (22) JOB AUTHORITY RELATIONSHIP**

- A. In recognition of the need for continuity of service and safety of students, staff, and the public, it is understood and agreed that operation of all physical plant equipment, including, but not limited to all steam, water, air and electrical lines leading to and from the various heating, ventilating, air conditioning, and equipment rooms and their associated and related equipment (fans, motors, pumps, compressors, water heaters, switches, valves, coils, condensers, etc.) are the direct responsibility of the Engineer. It is recognized that this language operates only as a guide and does not limit future job assignments which fall within appropriate job responsibility.
- B. As such, it is further understood and agreed that any work performed in buildings presently staffed by Operating Engineers on the aforesaid lines and related equipment shall be correlated with the Engineer and if necessary, cleared through proper lines of supervision.

**ARTICLE (23) RE-EMPLOYMENT AFTER RESIGNATION**

- A. Former staff members who return to full-time, regular University employment within three (3) years, shall be granted certain prerequisites, provided two (2) weeks written notice had been given at the time of resignation:
1. Vacation accrual shall be figured according to prior full-time service.
  2. Tuition assistance (see Tuition Assistance Program) shall be immediately available provided full-time service equals at least three (3) months, and the Employee's new hire date is prior to the beginning day of classes for the given semester.
  3. Credit shall be given for prior full-time service towards eligibility for the University Retirement Plan and Disability Income Program.
  4. Sick day bank remaining at time of termination shall be reinstated.
- B. Former Employees shall be on a six-month probation and considered the same as a new Employee except as provided in this Article.

**ARTICLE (24) HOLIDAYS**

A. The following shall be recognized as official paid University holidays:

Martin Luther King Day	(Observed)
Memorial Day	(Observed)
Independence Day	(July 4)
Labor Day	(Observed)
Thanksgiving and the day after	(Observed)
Christmas Day	(December 25)
New Year's Day	(January 1)

and for Employees who have completed the probationary period one (1) additional holiday per fiscal year on a date to be selected by the Employee and to be approved and granted by the Supervisor upon receipt of at least two (2) weeks' notice if the needs of the University permit. If the Employee's original selection is not approved, another date within the fiscal year shall be mutually agreed upon.

B. Holidays shall be the actual calendar holiday and shall be celebrated on that day. If a holiday falls on an Employee's regular day off, the Employee shall receive a compensatory day off with pay.

If an Employee works on any of the official paid University holidays above-mentioned, his/her compensation shall be one hundred and fifty percent (150%) of his/her basic or hourly rate for time worked, plus eight (8) hours for the holiday pay.

C. The holiday shall be the shift starting with the Employee's starting time on the calendar day on which the holiday is observed.

D. To be eligible for holiday pay, the Employee must work his/her last scheduled work day prior to and his/her first scheduled work day following the holiday, unless failure to work on either or both days is excused time off with pay in accordance with illness and vacation provisions.

E. When a holiday falls on a Sunday, the university will allow Monday-Friday Employees to use eight (8) hours of compensatory time (if they have it) on the Friday before the holiday, if they choose. It is understood that this compensatory day must be requested and approved in advance, and is contingent on University approval.

## **ARTICLE (24-a.) CHRISTMAS/NEW YEAR'S CLOSURE**

- A. Christmas/New Year's Closure is defined as the period from December 25 through January 1. Employees will be given time off their regularly scheduled work days with pay during Christmas/New Year's Closure. An Employee required to work on any scheduled work day(s) during this period, other than those days designated as official holidays, will be given compensatory time off on a straight time basis at a later date. Said compensatory time shall be scheduled in advance, and used within nine (9) months of the time it was earned (by September 30th of the following year), or it shall be forfeited. Said compensatory time is to be taken in ½ day minimum increments. An Employee's individual compensatory time bank may accumulate to a maximum of sixty (60) hours only. Compensatory time off requests of blocks of five (5) days or more that are: (1) submitted by April 15<sup>th</sup> of the following year and (2) denied, may extend that block of usage time to December 1<sup>st</sup> of the following year. There is no cash-out of unused compensatory time upon separation from the University.

At the discretion of the University, an Employee may receive additional pay, on a straight time basis, in lieu of compensatory time.

- B. Employees scheduled to work during Christmas/New Year's Closure will receive advance notice as soon as possible, but not less than a 30 calendar day notice, except when it is necessary to replace Employees previously scheduled, or in the event of a situation which may be considered an emergency.

An Employee who has been scheduled off during Christmas/New Year's Closure and is later called in to work, shall receive compensatory time off on a time and one-half basis for all hours worked at a later date.

At the discretion of the University, an Employee called in under the circumstances described above may receive additional pay, in lieu of compensatory time.

- C. The University will identify whether compensatory time or additional pay (or the option to choose) will be provided prior to scheduling employees to work during that period.

## **ARTICLE (25) PHYSICAL EXAMINATIONS**

Physical examinations shall be given at the University Health Service, by appointments arranged through the University Personnel Office under the following conditions:

1. Prior to assignment or placement on income disability, employees may be required to satisfactorily complete a physical examination.
2. A physical examination may be required for current University Employees:
  - a) After an illness of ten (10) or more consecutive working days.\*
  - b) After surgery.\*
  - c) After hospitalization.\*
  - d) After being off the payroll for more than twenty (20) consecutive working days for any reason other than vacation.
  - e) After being off work due to any occupational injury/illness.
  - f) Prior to mandatory sick leave.

\* For absence as stated in Points 2-a, 2-b, 2-c, a Physician's Report on Illness of Employee must be completed by the individual's physician before a return-to-work physical examination can be scheduled.

3. A mandatory physical examination at University expense may be scheduled in cases where the Supervisor/foreman or Department Head has reason to believe that an Employee is suffering from physical and/or mental illness or disability sufficiently serious to affect such person's ability to properly fulfill his/her assigned duties and responsibilities.

## **ARTICLE (26) JURY DUTY**

1. The University shall provide to the Employee called for jury duty or appearance in court required by subpoena, the difference between the fee paid by the court and his/her regular salary during the period served. It shall also credit to the Employee's retirement fund the University's contribution against the court fee, provided the Employee matches it with his/her standard contribution.
  - a) The Employee may, if he/she wishes, charge any of this time to his/her vacation bank and retain the court fee.
2. To request University pay for the difference between payment by the court and the University salary, the staff member shall:
  - a) Bring the court summons to the University Personnel Office.
  - b) Sign an affidavit that court fees he/she receives will be turned over to the University.
  - c) Bring court checks and court Time Report to the University Personnel Office when his/her court duty is terminated.
3. To charge jury duty or other required court appearances to vacation, the Supervisor shall send Form 10-618, the Payroll Exception Report, to the Payroll Department, listing dates of absence and reason for absence.

Note: If the staff member is excused from court appearance for any work day(s) during the period of court duty, he/she shall report for work at his/her University assignment.

**ARTICLE (27) ILLNESS BANK**

- A. Regular full-time Employees shall accumulate illness days as follows:
  - 1. Illness days shall accrue at the rate of .65 (5.21 hours) for each pay period completed without loss of pay except that one (1) hour or less of excused absence within the pay period will not affect the accrual.
  - 2. The Illness Bank shall accrue to 200 days.
  - 3. Utilization of illness days requires six (6) months of continuous full-time service.
  
- B. Illness benefits are a type of insurance coverage, however, in addition to excused absence for personal illness, days may be used for the special needs listed below and charged to the Illness Bank:
  - 1. Death of a member of the immediate family\* (up to five (5) consecutive working days).
  - 2. Employees shall be allowed five (5) Any Purpose (AP) Days per contract year. The five (5) AP Days are to be scheduled in advance, absent an emergency event, which shall not exceed two consecutive days. Per March 26, 2013 agreement, Any Purpose Days shall be utilized in no less than 3 hour increments. The University may require documentation of the emergency after the second such unscheduled event.

The five (5) AP days, absent an emergency, are not to be scheduled consecutively or as an extension to holiday or vacation without prior approval.

An Any Purpose Day may not be used for any day that an Employee's previous request for leave (for that same day) has been denied.

\* Immediate family shall be defined as: Husband, wife, father, mother, brother, sister, son, daughter, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. Aunts, uncles, nieces, nephews, cousins, and grandchildren shall be considered members of the immediate family only if living in the Employee's immediate household.

**ARTICLE (27) ILLNESS BANK**(continued)

C. Reporting Absence Due to Illness:

1. An Employee is to report absence due to illness to the designated call-in number as soon as possible, and in any event not later than two (2) hours before the start of the regularly scheduled work period. If it is impossible to notify within this time frame, notification must be given within the first half hour of the scheduled work period. Failure to present an acceptable explanation of such impossibility to notify may result in loss of illness benefits.
2. Failure to report absence due to illness on each day is considered unauthorized absence and can result in loss of pay for the day. Longer intervals between calls may be established by the Supervisor if it is determined that the Employee will be off for an extended period.
3. Absence due to illness may require verification by medical authority including one designated by the University Personnel Office, if so requested by the Administrative Head of the Unit.

D. After completion of five (5) years of continuous full-time service upon resignation from the University, the Employee shall be paid one-quarter ( $\frac{1}{4}$ ) of the accumulated Illness Bank up to a maximum of pay for fifteen (15) days providing that the Employee has given the University two weeks notice of intent to separate. However, any Employee hired on/after December 1, 1986 shall not be entitled to the payout of the Illness Bank upon resignation.

E. An Employee who participated in a Wayne State University retirement program for five (5) years and retires from said program after attaining age fifty-five (55), shall be paid at the time of retirement one-half ( $\frac{1}{2}$ ) of the accumulated Illness Bank up to a maximum of pay for thirty (30) days. For purposes of this benefit, retirement under Social Security after five (5) years of continuous service shall also apply.

F. Upon death, if the deceased Employee had ten (10) or more years of service, the surviving spouse, children, or estate, shall be paid one-half ( $\frac{1}{2}$ ) of the accumulated Illness Bank up to a maximum of pay for thirty (30) days.

## **ARTICLE (28) TUITION ASSISTANCE PROGRAM**

A. To encourage staff members to further their formal education, the University has established a Tuition Assistance Program which provides payment of tuition for two courses or six (6) credit hours, whichever is greater, during each of the Fall and Winter semesters and one course or four (4) credit hours, whichever is greater, during the Spring/Summer semester. Tuition assistance will apply to tuition fees only; incidental fees which may be charged are the responsibility of the Employee.

B. It is the responsibility of the Employee's Dean or Director to determine and certify eligibility of said staff member by signing the Tuition Assistance Application form.

Failure to submit an application for tuition assistance and/or the reduced tuition benefit for spouses and children before the end of the term will forfeit eligibility under the program for that term.

C. Admission to a degree program in the University, academic advising, registration, payment of fees, etc., shall be administrated by the respective College and service offices responsible for these functions.

D. Eligibility:

1. All full-time regular Employees on the Wayne State University payroll, as of the last day of Open Registration.

2. College admission requirements are met.

3. Courses must be taken after normal working hours, unless the Dean/Division Head verifies:

a) The course is offered only during working hours.

b) The Supervisor is able to arrange adequate coverage of the position.

c) Time taken off is charged to vacation or additional hours are worked to make the time up (working during the lunch period will not satisfy this make-up arrangement).

E. Employees must not fail the class.

**ARTICLE (28) TUITION ASSISTANCE PROGRAM** (continued)

- F. Employees must remain on regular payroll status during the term of Tuition Assistance. Any Employee who is terminated, leaves employment with the University during the term of Tuition Assistance, not including layoff or leave of absence, fails to successfully complete any courses(s) in which they enroll or who fails to withdraw in accordance with the policy of the Registrar's office, will thereby forfeit their Tuition Assistance and be required to reimburse the University promptly for the appropriate amount of tuition and any other applicable fees. Failure to remit the proper amount will render the Employee ineligible for continued participation in the Tuition Assistance Program.

Additional information regarding the Tuition Assistance Program is available from the Department of Total Compensation & Wellness.

- G. A passing grade must be obtained. A passing grade, for an individual course, is a "D" or better for undergraduates and a "C" or better for graduates. A grade of "S" or "P" is also considered passing for classes graded Pass/Fail or Satisfactory/Unsatisfactory. Failure to receive a passing grade will forfeit tuition assistance for the subject semester, and payment in full will be due as required.

Grades of I & Y must be converted in accordance with Student Requirements.

- H. Spouse/Dependent Child Tuition Reduction

The spouse of any fulltime bargaining unit member (and any dependent children less than twenty-six (26) years of age), who is admitted to the University through its normal procedures, shall be permitted to enroll in Wayne State University graduate and undergraduate courses at a cost of fifty percent 50% of the regular graduate or undergraduate tuition rate per credit hour, according to their student rank. The spouse and/or children shall be encouraged to apply for appropriate scholarships and/or fellowships, the funding of which will reduce the amount of University assistance. Incidental fees shall be charged to the spouse and/or children for such enrollment. The spouse and/or children must apply for tuition reduction by the end of the term for which the reduction is requested, by submitting a completed application to WSU Total Compensation and Wellness (Benefits Administration). In order for a spouse or child to be eligible for a Reduced Tuition Benefit, the student must successfully complete the course(s) with a passing grade, as outlined above in Section G.

## **ARTICLE (29) WAGES**

This arrangement shall have no bearing on any other WSU bargaining unit, and shall not create any additional bargaining rights for this, or any other WSU union.

**2015-2016 -- 1% ATB increase (ATB = Across the Board); effective the next business day after ratification by the bargaining unit; steps funded.**

**2016-2017\* -- 1% ATB increase to the base salary of bargaining unit members; steps funded.**

**Plus an additional 0.5% to base salary, only for those bargaining unit members who are not in violation of the WSU Attendance Standards for tardiness and/or absenteeism (per APPM 3.0.11) as of September 30, 2016.**

**2017-2018\* -- 1.5% ATB increase to the base salary of bargaining unit members; steps funded.**

**Plus an additional 0.5% to base salary, only for those bargaining unit members who are not in violation of the WSU Attendance Standards for tardiness and/or absenteeism (per APPM 3.0.11) as of September 30, 2017.**

**2018-2019\* -- 1.5% ATB increase to the base salary of bargaining unit members; steps funded.**

**Plus an additional 0.5% to base salary, only for those bargaining unit members who are not in violation of the WSU Attendance Standards for tardiness and/or absenteeism (per APPM 3.0.11) as of September 30, 2018.**

**2019-2020 -- 1.5% ATB increase to the base salary of bargaining unit members; steps funded.**

**Plus an additional 0.5% to base salary, only for those bargaining unit members who are not in violation of the WSU Attendance Standards for tardiness and/or absenteeism (per APPM 3.0.11) as of September 30, 2019.**

\*It is agreed that either the University or the Union reserves the right to cause compensation (wage and/or benefits) provisions to be reopened for bargaining by giving notice to that effect by October 31<sup>st</sup> of contract year two, three, or four of this Agreement, in which event these compensation provisions may be changed by agreement, to be effective no later than October 1<sup>st</sup> of the following calendar year. Should the subject reopening result in non-agreement on compensation provisions, the wage matter shall be referred to the Michigan Employment Relations Commission (MERC) for mediation. Should mediation not achieve agreement, the subject shall be referred to expedited arbitration, with an agreed-upon range of outcome ranging from 0% to 1.5%.

**ARTICLE (29) WAGES** (continued)

	<b>Current</b>	<b>Effective 3/17/16</b>	<b>Effective 10/1/16</b>	<b>Effective 10/1/17</b>	<b>Effective 10/1/18</b>	<b>Effective 10/1/19</b>
		<b>1.0% ATB</b>	<b>1.5% ATB Possible</b>	<b>2.0% ATB Possible</b>	<b>2.0% ATB Possible</b>	<b>2.0% ATB Possible</b>
<b>Classification</b>						
<b>First Class</b>	\$32.06	\$32.38	\$32.87	\$33.53	\$34.20	\$34.88
<b>Second Class</b>	\$27.52	\$27.80	\$28.22	\$28.78	\$29.36	\$29.95
<b>Third Class</b>	\$25.35	\$25.60	\$25.98	\$26.50	\$27.03	\$27.57
<b>Firemen</b>	\$23.10	\$23.33	\$23.68	\$24.15	\$24.63	\$25.12
<b>BAS OE</b>	\$32.06	\$32.38	\$32.87	\$33.53	\$34.20	\$34.88
<b>Team Leader</b>	\$35.27	\$35.62	\$36.15	\$36.87	\$37.61	\$38.36

The University shall contribute \$0.05 per hour to the Operating Engineers Apprenticeship Trust Fund under the terms of the trust indenture.

**ARTICLE (30) EMERGENCY CLOSURE**

Due to the nature of the work assignment and the importance of maintaining the operations of the University, Employees are expected to report to work despite a weather or other emergency which might prohibit access to the University by other employees or students. Late arrivals may be allowed to work an entire shift or longer at the department head's discretion. Those arriving less than two hours late may utilize vacation or any other available time other than illness to cover their lateness.

When the University closes before the start of a shift, Employees who report to work will receive his/her regular rate of pay in accordance with the provisions of this Agreement, plus compensatory time, calculated at the straight time rate, for all hours worked during the closure.

When the University closes after the start of a shift Employees shall remain at their work assignment but shall receive compensatory time, calculated at the straight time rate, for all hours worked after the designated closure.

Such compensatory time shall be scheduled within ninety (90) calendar days from the date earned, in accordance with the operational needs of the department, or it shall be forfeited.

Employees who fail to report to work during the emergency shall be compensated, or not compensated, in accordance with University policy.

**ARTICLE (31) FRINGES REOPENER**

RESERVED FOR FUTURE USE

**ARTICLE (32) TERMINATION & CHANGE**

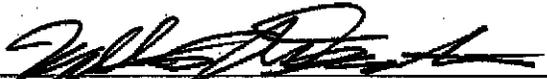
This Agreement shall remain in full force and effect from the date of signing until September 30, 2020, and thereafter shall be renewed from year to year unless any party hereto shall notify the other party in writing at least ninety (90) days prior to any anniversary date of this Agreement. Such written notice shall be sent by registered or certified mail to the other party. However, the Union may reopen negotiations as of June 30, of any year, for the purpose of reviewing any economic changes by giving the Employer ninety (90) days written notice prior to said date.

**ARTICLE (33) SAVINGS CLAUSE**

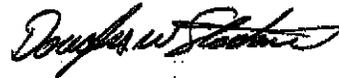
If any provision of this Agreement shall be found to be contrary to Federal or State law, that portion only shall be deemed invalid and such a determination shall not affect any other portion of this Agreement.

Wayne State University

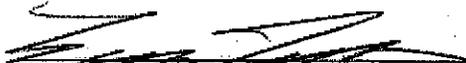
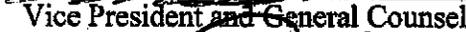
International Union of  
Operating Engineers,  
Local 324, A, B, C, E, & H,  
AFL-CIO



Vice President for Finance & Business  
Operations & Treasurer



General Vice President & Business Manager

Vice President and General Counsel



President



Director, Labor Relations



Recording-Corresponding Secretary



Labor Relations Specialist



Senior Director, FP&M Facilities  
Operations



Director, FP&M Engineering

Date: \_\_\_\_\_

9-23-16

**LETTER OF AGREEMENT #1**

**WAYNE STATE UNIVERSITY**

October 27, 1989

Mr. Philip Schloop  
International Union of  
Operating Engineers, Local 547  
24270 W. Seven Mile Road  
Detroit, Michigan 48219

**RE: APPRENTICESHIP PROGRAM**

Dear Mr. Schloop:

In continuing recognition of the value and benefits derived from the Joint Multi-Employer Apprenticeship Program with Local 547, I.U.O.E., the University agrees to maintain its participation in the program during the life of this Agreement by continuing to have one (1) apprentice on the campus at all times as part of the program.

University participation will continue to be in accordance with the following provisions:

1. The University will designate a representative to work with the Joint Apprenticeship Committee in the implementation of this program.
2. The Joint Apprenticeship Committee will provide an apprentice selection process which will be effective in meeting the University's affirmative action goals:
3. Each apprentice will be indentured to the participating employer who will become the apprentice's "Employer of Record."
4. The Joint Apprenticeship Committee will ensure that all apprentices receive a minimum of twenty-five (25%) percent of their on-the-job experience with a participating employer other than the Employer of Record.

**LETTER OF AGREEMENT #1**  
(continued)

**WAYNE STATE UNIVERSITY**

**RE: APPRENTICESHIP PROGRAM**

5. Wages and Benefits shall be the responsibility of the Employer of Record based on the following provisions:
  - A. Wages: 5% steps every six months starting at 60% to maximum 90% of an hourly rate to be determined each year of the contract.
  - B. Benefits: Benefits for apprentices hired by Wayne State University shall be in accordance with the provisions of the Collective Bargaining Agreement for all other employees.
  - C. Working Hours:
    - 40 hour week plus classroom experience.
    - Apprentices to be compensated at their straight time rate for classroom work.
  - D. Tuition and Books: Apprentice must self pay \$50.00 per term, per class tuition and provide own books and materials.
6. Current University employees may apply and be given consideration in the Apprenticeship Program.
7. The parties will meet as necessary toward the proper implementation of these provisions.

Very truly yours

Brenda R. Malone  
Asst. Vice President  
Labor Relations

**LETTER OF UNDERSTANDING #2**

**WAYNE STATE UNIVERSITY**

March 20, 2006

Mr. Philip Schloop  
Business Manager  
International Union of Operating Engineers  
Local 547  
24270 W. Seven Mile Road  
Detroit MI 48219

**RE: CFC TRAINING (Updating of 10/01/95 Letter of Understanding #2)**

The University shall require that, immediately, Engineers bidding for transfer to the Refrigeration and Controls Crew must possess at least a Universal CFC certification due to the EPA regulations in regard to the handling of refrigerants, along with the minimum of a Third Class refrigeration license. The University shall reimburse those Engineers who successfully complete CFC training obtaining a (full) Universal CFC license, subject to appropriate receipts. This licensure is necessary as a great deal of the Refrigeration and Control Crew work requires experience, acquired understanding and formal knowledge of refrigeration systems.

Respectfully,

A.L. Rainey, Jr.

Director, Labor Relations

**LETTER OF AGREEMENT #3**  
**WAYNE STATE UNIVERSITY**

October 27, 1989

Mr. Philip Schloop  
International Union of  
Operating Engineers, Local 547  
24270 W. Seven Mile Road  
Detroit, Michigan 48219

**RE: EDUCATION COMMITTEE**

Dear Mr. Schloop:

The parties recognize the need for well trained personnel, who will be versatile in their skills and equipped to handle changing technology. Accordingly, an Education Committee consisting of two representatives each from the University and the Union, will be formed to advise the University on training needs.

The Committee shall provide a report at least annually of its activities and recommendations. It shall meet at mutually agreed upon times and will be compensated for its scheduled meetings during work hours.

Sincerely,

Brenda R. Malone  
Asst. Vice President  
Labor Relations

**LETTER OF AGREEMENT #4**  
**WAYNE STATE UNIVERSITY**

October 27, 1989

Mr. Philip Schloop  
International Union of  
Operating Engineers, Local 547  
24270 W. Seven Mile Road  
Detroit, Michigan 48219

**RE: TUITION ASSISTANCE PROGRAM - GRADUATE COURSES**

Dear Mr. Schloop:

Modifications to the Internal Revenue Code have required that Graduate tuition benefits be considered as taxable income to the Employee.

The University has accommodated this requirement and will continue to administer the Tuition Assistance Program in a manner that is in compliance with the code.

Very truly yours,

Brenda R. Malone  
Asst. Vice President  
Labor Relations

**LETTER OF AGREEMENT #5**  
**WAYNE STATE UNIVERSITY**

March 6, 1984

Mr. Philip Schloop, Business Manager  
International Union of  
Operating Engineers, Local 547  
13020 Puritan  
Detroit, Michigan 48227

**RE: MARTIN LUTHER KING'S BIRTHDAY - HOLIDAY**

Dear Mr. Schloop:

During the course of negotiations between Local 547 and the University, discussions were held regarding the above-captioned subject matter.

The University hereby agrees that should Martin Luther King's birthday be incorporated as a recognized holiday for any represented University employee, then said holiday shall be extended, in the same manner, to members of the Local 547 bargaining units.

Sincerely,

Brenda R. Malone  
Contract Administrator

**LETTER OF AGREEMENT #6**  
**WAYNE STATE UNIVERSITY**

November 19, 1986

Mr. Philip Schloop  
International Union of  
Operating Engineers, Local 547  
24270 W. Seven Mile Road  
Detroit, Michigan 48219

**RE: MEDICAL EXAMINATIONS**

Dear Mr. Schloop:

The University, in furthering its commitment to a safe and healthy work environment for employees, agrees to provide annual Medical Examinations to employees represented by Local 547, Operating Engineers, at the University's expense subject to the following conditions:

- The employee must regularly work in areas with toxic or carcinogenic chemicals, radioactive materials, biohazards or research animals.
- The employee must request the medical examination. Only employees who maintain health insurance coverage under Blue Cross/Blue Shield (or its successor major medical plan) are eligible for these medical exams since employees maintaining coverage under the HMO's are entitled to physical exams at no charge as part of their insurance coverage.
- The cost to the University for such medical examination shall not exceed the going contract rate for that service with the University Health Center.

Very truly yours

Brenda R. Malone  
Contract Administrator

**LETTER OF AGREEMENT #7**

**WAYNE STATE UNIVERSITY**

October 27, 1989

Mr. Philip Schloop  
International Union of  
Operating Engineers, Local 547  
24270 W. Seven Mile Road  
Detroit, Michigan 48219

**RE: MEDICAL INSURANCE**

Dear Mr. Schloop:

In response to concerns raised by the Union during these negotiations regarding Medical Insurance, the University agrees as follows:

- During the terms of this Agreement, the Union may exercise the option of withdrawing from the University's Medical Insurance plan and covering its members under an alternative Union Insurance plan. Should the Union exercise this option, it may do so one (1) time during the term of this Agreement and must notify the University, in writing, of its intent. Such written notice shall include the name(s) of the alternative insurance carrier(s), and the level or type of insurance selected by each bargaining unit member. The University will make every effort to implement this change as soon as possible after notification. Recognizing the need for substantial University programming modifications in order to accommodate this change, the parties will meet, if necessary, to discuss the specific details regarding the remission of amounts due. The University will maintain employees under its own plan until such time as the change is effected.
- The University's contribution to any alternative insurance plan will not exceed the average of the University subsidy amounts paid under the existing University plans. Further, the University's contribution will not exceed the total cost of the alternative medical coverage if those premiums happen to be less than the average University subsidy amount.
- Employees who retired prior to the effective date of the alternative coverage will not be affected by the change.
- Employees will continue to have the option of receiving \$60.00 per month in lieu of medical coverage pursuant to the terms of Article (18) (E) if they opt to forego insurance coverage under the alternative Union Medical Insurance plan.

Very truly yours,

Brenda R. Malone  
Asst. Vice President  
Labor Relations

**LETTER OF AGREEMENT #8**  
**WAYNE STATE UNIVERSITY**

March 6, 1984

Mr. Philip Schloop, Business Manager  
International Union of  
Operating Engineers, Local 547  
13020 Puritan  
Detroit, Michigan 48227

**RE: MICHIGAN DISABILITY COMPENSATION ACT**

Dear Mr. Schloop:

During the course of negotiations, the Union expressed considerable concern over the University's interpretation of an amendment to the Michigan Disability Compensation Act.

The University hereby agrees to return to the practice of charging an employee's illness bank for compensable absences under the Act only to the extent necessary to maintain the employee's regular earnings.

Sincerely,

Brenda R. Malone  
Contract Administrator

**LETTER OF AGREEMENT #9**  
**WAYNE STATE UNIVERSITY**

October 27, 1989

Mr. Philip Schloop  
International Union of  
Operating Engineers, Local 547  
24270 W. Seven Mile Road  
Detroit, Michigan 48219

**RE: OVERPAYMENTS**

Dear Mr. Schloop:

In the event that an Employee is overpaid by the University, such Employee is required to repay the University promptly the amount of the overpayment.

It is understood that, where no dispute exists as to the overpayment of as to the amount owing, the University may recoup the overpayment through payroll deductions. Nothing contained in this letter shall preclude the parties from making alternate arrangements to repay the amount owing.

Sincerely,

Brenda R. Malone  
Asst. Vice President  
Labor Relations

**LETTER OF UNDERSTANDING #10**

**WAYNE STATE UNIVERSITY**

October 1, 1995

Mr. J. David Ivers  
International Union of  
Operating Engineers, Local 547  
24270 W. Seven Mile Road  
Detroit, MI 48219

**RE: PAYROLL DEDUCTION - 401(H)**

The University will provide the payroll deduction service so that Employees of the unit can participate in a 401(H) program. The Engineer units agree that should the University decide to provide this program to other University employees, then the University may require that the Engineer units come within the University's plan and shall abide by its terms upon sixty days notice. Participation shall be under the options set forth below:

**Option #1:** The payroll deduction service for this program will be provided to be effective 1/1/98.

**Option #2:** Should the Engineer units desire to have payroll deduction for a 401(H) prior to 1/1/98, then they shall bear the cost of modifying the payroll system to allow for the deductions.

Under either option, the University shall bear no liability for any actions whatsoever by the third party administrator.

The programming shall be subject to the control of the Computing & Information Technology division management, which may terminate the project at their discretion should they determine the programming will jeopardize the University's systems or service level.

The Engineer units would have the opportunity to reject the bid for the cost of programming.

Sincerely yours,

Bruce J. Gluski  
Contract Administrator  
Labor Relations

**LETTER OF UNDERSTANDING #11**

**WAYNE STATE UNIVERSITY**

**(RESERVED FOR FUTURE USE)**

**LETTER OF UNDERSTANDING #12**

**WAYNE STATE UNIVERSITY**

**(RESERVED FOR FUTURE USE)**

**LETTER OF UNDERSTANDING #13**

**WAYNE STATE UNIVERSITY**

December 23, 1992

Mr. J. David Ivers  
International Union of  
Operating Engineers, Local 547  
24270 W. Seven Mile Road  
Detroit, MI 48219

**RE: SMOKE-FREE CAMPUS**

Dear Mr. Ivers:

It is agreed that the University may establish a committee comprised of representatives of the University and of each bargaining unit for the purpose of studying the needs for, the feasibility of, and the cost projections for, a smoke-free campus. The committee may also invite other individuals to participate in its deliberations.

This committee shall begin to meet by \_\_\_\_\_ 1993, and shall present a report to the bargaining agents and to the University by May 1, 1993.

Respectfully,

Gail McCullers  
Contract Administrator

This conforms to  
our agreement.

J. David Ivers

**LETTER OF AGREEMENT #14**

**WAYNE STATE UNIVERSITY**

March 27, 1978

Mr. Robert Ross, Business Manager  
International Union of  
Operating Engineers  
Local 547  
13020 Puritan  
Detroit, Michigan 48227

**RE: STAFFING**

Dear Mr. Ross:

During the course of negotiations we have struggled with the mutual problem of appropriate staffing of operating engineers as that problem interrelates with position vacancies. The reorganization of operating engineers' work assignments, as a result of the Service Engineering Study, will to some extent clarify individual responsibility and more clearly define daily work duties. Although this type of reorganization is clearly within the discretion of management, the Union has expressed concern about how this more clearly defined work will be accomplished when there are position vacancies. The Union has looked to an absolute guarantee of overtime to fill all vacancies. As I have explained a number of times, the University will never be in a position to make such a guarantee. It is certain, however, that the assignment of work to fill vacancies and the selection of work to be done as a result of vacant positions is a decision which must be left to management.

At this time it is our intent that when possible we will fill job vacancies by working operating engineers on an overtime basis. When we have made the decision that there is work which must be done, which would normally be performed if the position were not vacant, then it is our intent to utilize overtime as one of the methods of completing the work assignments. It must be understood, of course, that if the Union has difficulty with the way this problem is managed, the University is always willing to meet to discuss such problems with the Union, and it must be further understood that overtime can in fact result in financial budget constraints which will make it impossible for the University to fill the vacancies.

**LETTER OF UNDERSTANDING #14**

**WAYNE STATE UNIVERSITY**

(continued)

**RE: STAFFING**

On balance the, once the University has determined that there is work to be completed, that there is available budget to complete the work, and that there is no other practical way of accomplishing the work, it is our present intent to assign operating engineers on an overtime basis to fulfill those duties which would normally be assigned and which we desire to have completed.

I hope this letter clarifies our understanding of this very difficult question.

Very truly yours,

Kenneth M. Smythe  
Executive Director of  
Employment Relations

**LETTER OF UNDERSTANDING #15**

**WAYNE STATE UNIVERSITY**

December 23, 1992

Mr. J. David Ivers  
International Union of  
Operating Engineers, Local 547  
24270 W. Seven Mile Road  
Detroit, Michigan 48219

**RE: TRAINING**

Dear Mr. Ivers:

The Union shall provide Engineers with training in refrigeration repair, and CFC licensing. The Employer and Union shall determine a schedule for training up to ten (10) Engineers during the first year of the Agreement. The University will make its facilities available for the training.

Respectfully,

Gail McCullers  
Contract Administrator

This conforms to  
our agreement.

J. David Ivers

**LETTER OF UNDERSTANDING #16**

**WAYNE STATE UNIVERSITY**

October 1, 1995

Mr. J. David Ivers  
International Union of  
Operating Engineers, Local 547  
24270 W. Seven Mile Road  
Detroit, MI 48219

**RE: UNREIMBURSED MEDICAL EXPENSES AND DEPENDENT CARE**

Dear Mr. Ivers:

It is agreed that Wayne State University shall establish procedures to implement a program of individual spending accounts for the purpose of 1) medical expenses not reimbursed by insurance, and 2) dependent care in accordance with currently applicable IRS regulations. This plan shall become available to University employees no later than January 1, 1997.

Sincerely yours,

Bruce J. Gluski  
Contract Administrator  
Labor Relations

**LETTER OF UNDERSTANDING #17**  
**WAYNE STATE UNIVERSITY**

December 6, 2002

Mr. David Ivers  
International Union of Operating Engineers Local 547  
24270 W. Seven Mile Road  
Detroit, MI 48219

**RE: RESPONSIBILITY FOR ELECTRICAL GENERATORS**

Dear Mr. Ivers:

It is agreed that the University shall establish a committee comprised of representatives of management and union(s) that will develop specific policies and procedures that further define the operation, maintenance, testing and communication required for generator operations on campus. Prior issuance of these policies and procedures, the responsibilities are as follows:

The Operating Engineer is responsible for operation and maintenance of the generator engine up to the coupling, which would include but not limited to: engine, fuel system, coolant system, batteries and all mechanical related equipment.

The Electrician is responsible for operation and maintenance of the generator system downstream of the coupling, which would include but not limited to: transfer switch, alternator, switchgear and other electrical related equipment associated with the electrical distribution system.

The Engineering Supervisor is responsible for the coordination implementation and associated documentation of the generator test.

This letter of understanding will be revised to include the results of the aforementioned management-union(s) committee.

Respectfully,

Bruce J. Gluski  
Director  
Labor Relations

**LETTER OF UNDERSTANDING #18**  
**WAYNE STATE UNIVERSITY**

January 10, 2003

Mr. David Ivers  
International Union of  
Operating Engineers Local 547  
24270 W. Seven Mile Road  
Detroit, MI 48219

**RE: OPERATING ENGINEER'S DRESS CODE**

Dear Mr. Ivers:

It is agreed that University shall establish a dress code addressing safety and professional standards. A key element of providing outstanding customer service is maintaining the image of professionalism. Clothes that are suitable to perform work and enhance the safe performance of that work reflect such an image. The guidelines for work attire are as follows:

- Engineers shall wear University identification on their person in a manner where it is readily visible and professionally placed.
- Work shirts shall be of a buttoned-down type with sleeves (short or long) and of durable cotton or similar material in low profile plaids or solids (no shirts with offensive or unprofessional prints, no T-Shirts).
- Work pants shall be long and of a durable material in understated solid colors (no shorts).
- Work shoes or boots shall cover the entire foot and be composed of a leather or similar material (no gym shoes).

These guidelines shall assist in maintaining an appearance of professionalism and competency while supporting a safe working environment.

Respectfully,

Bruce J. Gluski  
Director  
Labor Relations

**LETTER OF UNDERSTANDING #19**

**WAYNE STATE UNIVERSITY**

January 10, 2003

Mr. David Ivers  
International Union of  
Operating Engineers Local 547  
24270 W. Seven Mile Road  
Detroit, MI 48219

**RE: OVERTIME COVERAGE**

Dear Mr. Ivers:

It is agreed that the University shall assign the labor-management training committee to develop an on-going training program consisting but not limited to in-service seminars, vendors and building operational tours. This training will be documented utilizing a point system and check-off sheet developed and implemented by the training committee. The above information will be utilized to facilitate qualified overtime coverage.

Respectfully,

Bruce J. Gluski  
Director  
Labor Relations

**LETTER OF UNDERSTANDING #20**

**WAYNE STATE UNIVERSITY**

October 1, 2015

Mr. Jim Arini  
International Union of  
Operating Engineers Local 324  
500 Hulet Drive  
Bloomfield Township, MI 48302

**RE: MECHANICAL CONTRACTOR JOB CLASSIFICATION (NEW)**

Dear Mr. Arini:

It is agreed that the University and the Union shall explore the establishment of a new, highly-skilled bargaining unit job classification, Mechanical Contractor. Such exploration shall include, but is not limited to, possible wages, required licenses, and job requirements. This action shall promote the common goal of raising the Employer's ability to repair and/or replace systems/components internally. At the same time, it will encourage current bargaining unit members to increase their skill set and aspire to higher levels of licensing.

Respectfully,

A.L. Rainey, Jr.  
Director  
Labor Relations

**LETTER OF UNDERSTANDING #21**

**WAYNE STATE UNIVERSITY**

October 1, 2015

Mr. Jim Arini  
International Union of  
Operating Engineers Local 324  
500 Hulet Drive  
Bloomfield Township, MI 48302

**RE: APPRENTICESHIP PROGRAM**

Dear Mr. Arini:

It is agreed that, within 75 days of ratification of the new 2015-2020 CBA, the University and the Union shall meet and explore the terms and possibility of re-establishment of the Apprenticeship Program.

Respectfully,

A.L. Rainey, Jr.  
Director  
Labor Relations

**LETTER OF UNDERSTANDING #22**

**WAYNE STATE UNIVERSITY**

October 1, 2015

Mr. Jim Arini  
International Union of  
Operating Engineers Local 324  
500 Hulet Drive  
Bloomfield Township, MI 48302

**RE: COMMUNICATION METHOD(S)**

Dear Mr. Arini:

It is agreed that, within 75 days of ratification of the new 2015-2020 CBA, the University and the Union shall meet and explore the terms and possibility of setting up a communication paradigm that will enable Management to maintain necessary contact with IUOE Local 324 employees, in keeping with the base principles of:

- Team Leaders need to be available for Management contact at all times;
- Engineers must use communication tools provided by the University in accordance with the new *Represented Personnel Communication Policy 100-03u*

Respectfully,

A.L. Rainey, Jr.  
Director  
Labor Relations

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