

WSU/UAW P&A Local 1979 2012 Contract Negotiations

CONTRACTUAL ADJUSTMENTS TO NEW 2012-2016 COLLECTIVE BARGAINING AGREEMENT

Note: All new language is **bolded**, and

All deletions show as ~~strikethroughs~~

NEGOTIATED ADJUSTMENTS

Effective August 1, 2012
(unless designated otherwise)

WSU LABOR RELATIONS

Adjustment #1 Reflect newly-created P&A classifications, added since the 2008 contract.

ARTICLE (1) RECOGNITION - EMPLOYEES COVERED

TA'd 7/23/12

Pursuant to and in conformity with the certification issued by the Michigan Labor Mediation Board on September 28, 1970, in case Number R70 F-202 and the subsequent affiliation with the UAW on March 1, 1976, the University agrees to recognize the Union as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other terms and conditions of employment for all full-time and fractional-time Employees (working 50% of the time or more) in Professional and Administrative classifications which are listed below:

Accountant I	Business Systems Analyst II
Accountant II	Business Systems Analyst LD
Acquisitions Editor, SR.	Business Systems Analyst SR
Administrative Assistant	Buyer I
Administrative Assistant I	Buyer II
Administrative Assistant II	Child Care Services Coordinator
Administrative Assistant III	Child Care Services Worker
Administrative Assistant IV	Collections Specialist
Applications Project Leader	Commodity Specialist
Applications Specialist I	Database Administrator
Applications Specialist II	Database Administrator LD
Applications Specialist LD	Database Analyst I
Applications Specialist SR	Database Analyst II
Applications Technical Advisor	Data Analyst, Graduate Admissions
Applications Technical Analyst	Editorial Specialist
Applications Technical Analyst LD	Electronic Publishing Coordinator
Applications Technical Analyst SR	Enrollment Services Specialist
Archivist Assistant I	Environmental Health Specialist
Archivist Assistant II	Event and Conference Coordinator
Assistant Buyer	Event Specialist, Undergrad Admissions
Assistant Editor	Facility Coordinator I
Assistant Music Director	Facility Coordinator II
Assistant Radiation Safety Officer	Financial Accounting & Budget Specialist
Audio Engineer/Producer II	Financial Analyst I
Broadcast Manager	Financial Analyst II
Budget Analyst I	Forms Coordinator
Budget Analyst II	Grant/Contract Administrator
Budget Analyst III	Grant/Contract Administrator SR
Business Manager I	Grant/Contract Officer I
Business Manager, University Press	
Business Systems Analyst I	

Grant/Contract Officer II
Grant/Contract Officer III
Graphic Designer II
Graphic Designer SR

Hazardous Materials Specialist
Help Desk Analyst
Help Desk Supervisor

Information Assistant I
Information Assistant II
Information Coordinator I
Information Coordinator II
Information Officer I
Information Officer II
Information Officer III
Instructional Technology Designer

Leasing & Billing Specialist
Library Assistant I
Library Assistant II
Library Assistant III

Marketing/Sales Assistant
Marketing Specialist
Mortuary Supervisor
Multimedia Assistant
Multimedia Specialist
Music Coordinator
Music Director

Network Engineer I
Network Engineer II
Network Engineer LD
Network Engineer SR
News Director
News Editor, SR.
Nursing Simulation Lab. Tech Support

Operations Manager

Personnel Officer I
Personnel Officer II
Procurement Specialist
Producer/Director I
Producer/Writer

Program Associate – WDET
Program Coordinator-Nursing- MI-AHEC
Program/Project Assistant I
Program/Project Assistant II
Program/Project Coordinator I*
Programmer I
Programmer II
Programmer SR
Promotion Assistant
Promotion Manager
Psychometric Security Officer
Psychometric Services Officer I
Psychometric Services Officer II
Psychometric Services Officer, Sr.
Publications Coordinator

Research Compliance Administrator
Research Compliance Administrator, LD
Systems Administrator I
Systems Administrator II
Systems Administrator LD
Systems Administrator SR
Systems Integrator I
Systems Integrator II
Systems Integrator LD
Systems Integrator SR
Systems Software Engineer I
Systems Software Engineer II
Systems Software Engineer LD
Systems Software Engineer SR

University Press Production & Design Mgr.

Videographer/Editor

WDET Creative Producer/Engineer
WDET Digital Content Communities Specialist
WDET Host
WDET Senior Media Engineer
Web Content Administrator
Web Writer/Editor

Adjustment #2

Underline “privilege,” adjust local Union President’s hours

ARTICLE (2) UNION RIGHTS

TA’d 7/27/12

D. The Employer recognizes the responsibilities imposed on the Union and will grant permission and a reasonable amount of time to the authorized representatives of the Union to meet with representatives of the University for the purpose of bargaining, or to investigate and present grievances as provided in the Grievance Procedure. The Union Representative shall give his/her Administrative Unit Head as much advance notice as possible of date, time, and purpose of such needed released time. The privilege of authorized Union personnel leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the handling of such business.

In addition to the time off to meet with representatives of the University as specified above, the Union President will be given a total of ~~five (5)~~ **ten (10) hours off per week with pay to transact affairs of the Union**, and the Financial Secretary of the Local Union will be given a total of four (4) hours off per calendar month with pay to transact affairs of the Union. In addition, up to twelve (12) additional members of the Union will be granted two (2) hours off per month with pay to attend not more than 2 meetings per month. Advanced notice of 1 week must be given. The Union will provide a current list of Employees eligible to attend the monthly meetings. Any alleged abuse by either party with respect to the amount of time or the number of authorized representatives of the Union involved will be a subject for a Special Conference of representatives of the Employer and the Union.

Adjustment #3

Regarding taping/filming/recording of meetings

ARTICLE 8 GRIEVANCE PROCEDURE New Section “H”

TA’d 7/23/12

“H.” 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.”

Adjustment #4 **Obsolete, incorrect language**

ARTICLE (10) SPECIAL CONFERENCES

TA'd 7/24/12

- A. Special Conferences may be arranged between representatives of the University and representatives of the Professional and Administrative Union for the following purposes:
6. Such Special Conferences shall be requested in advance through the ~~Human Resources Division~~ **Labor Relations Department** or its designee, and shall be held within ten (10) working days of the request for the conference.

Adjustment #5 **Obsolete, incorrect language**

ARTICLE 13 PROGRESSIVE CORRECTION PROCEDURE (A.2.c) **TA'd 7/23/12**

- c) If the matter remains unresolved after the progressive correction meeting, the Employee shall be afforded the opportunity to append his/her written position with respect to the problem to the supervisor's letter of notification for joint submission to the Labor Relations Department and ~~Personnel Records~~ **the Employment Service Center**.

Adjustment #6 **Freezing of life of disciplinary action(s)**

TA'd 7/27/12

ARTICLE 13 PROGRESSIVE CORRECTION PROCEDURE **New section "E."**

"Any employee (with live disciplinary action on his/her record), who is absented from the workplace for more than 180 continuous calendar days, shall have the life of the most recent disciplinary action(s) (per unique charge) frozen, until his/her return to work."

Adjustment #7 **Timely notification of status, via Qualifying Period Progress Report.**

ARTICLE 14 REDUCTION OF WORKFORCE AND RECALL (A) **TA'd 7/23/12**

1. In order for any transfer or recall to take place per the following provisions, the subject Employee must have the qualifications and the ability to perform the duties of the available position.

An Employee placed into a position under the provisions of this Article may be subject to the ninety (90) day job qualifying period. If an Employee is subject to such a qualifying period, both the Employee and the Union shall be notified as to the Employee's performance.

There shall be a minimum of two (2) progress reports within the ninety (90) day period. The first report must be done midway through the period and the second report must be done prior to the expiration of the ninety (90) day qualifying period.

To aid placement efforts, the Employee shall be notified, via the final progress report, of his/her successful completion of the job qualifying period or disqualification for the subject position, at least ten (10) business days prior to the expiration of the ninety (90) day job qualifying period.

Any Employee subject to the job qualifying period and disqualified within the ninety (90) day period shall continue to exercise seniority under the provisions of this Article.

Adjustment #8 **Return to layoff list** **TA'd 7/23/12**

ARTICLE 14 REDUCTION OF WORKFORCE AND RECALL (New B.7)

7. **Any bargaining unit employee who is on layoff, and recalled to a vacancy/job, shall return to the layoff list if: (1) they fail to qualify for the vacancy/job during the job qualifying period, or (2) if they are displaced by a more senior employee during the job qualifying period.**

Adjustment #9

Notice requirements changes to both Method I and Method 2.

ARTICLE 15 PROMOTIONS AND TRANSFERS

TA'd 7/23/12

Method 1

C. The Employee promoted or transferred shall have a three (3) month provisional period. **To aid placement efforts, the Employee shall be notified, in writing, of his/her successful completion of the provisional period or disqualification for the subject position, at least ten (10) calendar days prior to the end of the provisional period.** At the end of the three (3) month period, the Employee will:

1. Be removed from provisional status; or
2. Be returned to his/her former position if available; or
3. Be placed in a position within his/her former classification.

In the event that placement cannot be made pursuant to C.3 above, the Employer will attempt to place the Employee pursuant to Article (14), Reduction of Work Force and Recall, and shall begin with section A.6 of that Article.

Method 2

D. The Employee promoted or transferred shall have a three (3) month provisional period. **To aid placement efforts, the Employee shall be notified, in writing, of his/her successful completion of the provisional period or disqualification for the subject position, at least ten (10) calendar days prior to the end of the provisional period.** At the end of the three (3) month period, the Employee will:

1. Be removed from provisional status; or
2. Be returned to his/her former position if available; or
3. Be placed in a position within his/her former classification.

In the event that placement cannot be made pursuant to D.3 above, the Employer will attempt to place the Employee pursuant to Article (14), Reduction of Work Force and Recall, and shall begin with Section A.6 of that Article.

Adjustment #10

C&IT Overtime

ARTICLE (24) WORK DAY AND WORK WEEK

TA'd 7/23/12

- K. **Computing & Information Technology (C&IT)** Employees subject to 24x7 on call status will make themselves available to respond within an appropriate amount of time to fix and/or repair emergency equipment or systems. It is not the intent of Wayne State University to prevent the use of vacation or other benefits by subjecting an employee to 24x7 on call status 365 days per year. Management will make efforts, where feasible, for systems which will be continuing long term, to name and train a primary and a backup source. An employee may arrange with another employee to trade or swap on call status with proper notification to and approval by the respective department supervisor.

C&IT employees who are eligible to receive overtime as described in Article (25) who are called-in to fix and/or repair emergency equipment or systems shall be paid for the time worked, with a minimum of one (1) hour.

While on approved vacation, employees will not be required to be accessible.

Adjustment #11

Pay for actual time worked; Paid time off excluded.

ARTICLE (25) OVERTIME

TA'd 7/23/12

- A. 2. A weekly overtime premium of time-and-a-half will be paid for **actual** work in excess of the normal work week as defined in this Agreement. Paid sick days, holidays or vacation days will **not** be treated as days worked.

Adjustment #12

Clarification of existing language

TA'd 7/23/12

ARTICLE (28) COMPENSATION FOR SERVICE IN A HIGHER CLASSIFICATION

- A. In the event a Professional and Administrative Employee (**who is earning between minimum and job rate**) is promoted or individually re-classified to a higher **bargaining unit classification of 4 or more salary grades** under the terms of Article 15, such promotions and upward reclassifications, ~~for persons moving 4 or more salary grades~~

~~only, and previously earning between minimum and job rate,~~ will provide for a minimum of a 10% salary increase.

Adjustment #13 **Obsolete, incorrect language**

ARTICLE (42) MANDATORY SICK LEAVE

TA'd 7/24/12

- B. The executive head of a school, college, division, or other unit having reason to believe that grounds appear to exist for the issuance of such a directive by a health professional shall be obligated to bring the matter promptly to the attention of the **Labor Relations Department, who will consult with the** Human Resources Division.

Adjustment #14 **Cease annual lump sum replenishment; commence pay period accruals.
No accrual if on disciplinary suspension.**

ARTICLE (44) ILLNESS/DISABILITY BANK

TA'd on 7/24/12

A full-time staff member receives full salary for periods of illness of up to one (1) month plus an additional number of months equal to the number of years of service completed, the total of such benefits not to exceed six (6) month's pay for cumulative absences within any twelve (12) month period.

~~Replenishment of the Employee's Illness/Disability Bank shall be made on the Employee's anniversary date of original hire.~~ **Effective as soon as administratively possible after ratification of the 2012 collective bargaining agreement, annual replenishment will cease. Illness days shall now accrue, at the appropriate rate, for each pay period. Illness leave shall not accrue in any pay period that the Employee has been on unpaid disciplinary suspension.**

The Administrative Head of the Employee's unit is required to report all illness absences regardless of arrangements made to cover the assignments of the individual who is ill.

Adjustment #15 Limit “Special Needs” Days; ½ day minimum usage of AP Days

ARTICLE (45) EXCUSED ABSENCE (PERSONAL ILLNESS, EMERGENCIES, SPECIAL NEEDS) TA’d 7/24/12

A. Excused Absence With Pay

A Professional and Administrative Employee shall be granted excused absence with pay for personal illness, emergencies and special needs. Such absence is charged to the staff member's Illness/Disability Bank and shall be reported on the Payroll Exception Report. **The Employer maintains the right and discretion to require verification of absence when deemed appropriate. Employees are not to exceed five (5) incidents per fiscal year, among the special needs days listed below (which are charged to the Illness/Disability Bank)** Excused absence with pay will be granted for the following reasons:

1. Death of a member of the immediate family (up to five (5) consecutive working days).
2. Attendance at the funeral of a person not in the immediate family (up to one (1) working day **per incident**).
3. Verified emergency care of a parent, spouse or child under the age of 18 (up to two consecutive working days **per incident**). The need for emergency care may be subject to verification and may be limited to urgent circumstances that are beyond the employee’s control to plan for in advance that relate to the serious health condition (as that term is defined in FMLA regulations) of the covered relation.
4. Quarantine required as a result of exposure to a communicable disease.
5. An emergency medical or dental appointment which is verified in writing by the treating physician or dentist.
6. ~~Up to two (2) additional days during the contract year for any personal reason other than those listed above upon completion of six (6) months of service.~~ **Upon completion of six (6) months of service, a Professional and Administrative Employee may use up to two (2) days (Any Purpose Days) during the contract year for any personal reason. Such days will be charged to the Employee's Illness/Disability Bank. Such days are not to be taken after a**

request for time off (for the same day) has been denied. Such days are to be taken in ½ day minimum increments.

Note: The contract year ends July 31st of each year. The University's Payroll System does not post the time taken in one Pay Period to two different contract years' banks. Pay Period 17 typically affects two contract years' balance.

Immediate family shall be defined as: Husband, wife, mother, father, brother, sister, son, daughter, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and grandchildren covered for benefits.

Aunts, uncles, nieces, nephews, and cousins shall be considered members of the immediate family only if living in the Employee's immediate household.

Adjustment #16 **Obsolete, incorrect language**

ARTICLE (49) VACATION

TA'd 7/24/12

- F. Vacation time must be scheduled with the appropriate unit supervisor and shall be granted in accordance with the operational needs of the unit. The University encourages vacation utilization and recognizes that unusual scheduling conflicts between personal and operational unit needs may occur. When such situations would cause hardship or loss of accrual days, the matter should be immediately referred by the Union to the ~~Human Resources Division~~ **Labor Relations Department** for consideration.

Adjustment #17 **Per 2012 WSU/P&A arbitration decision:**

ARTICLE (52) LONG TERM DISABILITY INCOME INSURANCE

TA'd 7/24/12

New Section "G"

- G. **After an Employee has been approved for LTD (and the Employee's leave banks have been exhausted) he/she shall be terminated from the Employer's rolls.**

Adjustment #18 **Previously agreed to in February of 2012**

ARTICLE (53) - LIFE INSURANCE

TA'd 7/24/12

--Add Option #4 addition, 4 times annual salary agreement.

Adjustment #19 **Per APPM 3.0.11.2 (Absences), first paragraph...**

Note: If, after receiving medical documentation of an Employee's continuous absence (with a stated period of absence), a Supervisor chooses to release an Employee of the responsibility to call in daily, said release of the notice requirement must be in writing (and provided to the Employee).

ARTICLE (63) - ABSENCE CALL-IN PROCEDURE, DUE TO ILLNESS TA'd 7/24/12

An employee is to report absence due to illness to the supervisor or designee(s) as soon as possible. As direct contact with supervisors may not always be possible, departments should enact alternative reliable contact methods, (i.e., e-mail, voice-mail, etc.) or alternative live contact for use in such cases.

Absence notice shall require the following elements:

- A. Specify the expected duration of the absence, if more than one day. Where the duration is unknown and a health care provider has not yet been consulted, the employee must call in each day to the supervisor.
- B. Specify how the employee wants the time coded. ~~FMLA-qualifying conditions are to be coded as FMLA with documentation to be submitted to Human Resources.~~ A longer than daily interval between calls is appropriate, providing that the employee has confirmed absence for a particular period based upon ~~promptly forthcoming~~ medical documentation (**and the employee's immediate supervisor is in written agreement**).

Adjustment #20

Job Grouping placement of newly-created P&A classifications, added since the 2008 contract (referenced in Adjustment #1).

APPENDIX B Update

TA'd 7/24/11

(Not in alpha order)

New P&A Job Classification	Grouping or Stand Alone
Lead Research Compliance Administrator	RESEARCH COMPLIANCE (New Group)
Research Compliance Administrator	RESEARCH COMPLIANCE (New Group)
Commodity Specialist	PURCHASING
Enrollment Services Specialist	Stand Alone
Event Specialist, Undergraduate Admissions	Stand Alone
WDET Host	BROADCASTING
WDET Creative Producer/Engineer	BROADCASTING
Acquisitions Editor. Sr.	PRESS PUBLICATION
Program Coordinator-Nursing-MI AHEC	Stand Alone
Collections Specialist	PAYABLES/RECEIVABLES (New)
Leasing & Billing Specialist	PAYABLES/RECEIVABLES (New)
Editorial Specialist	INFORMATION SERVICES
Web Writer/Editor	INFORMATION SERVICES
WDET Digital Content Communities Spec.	INFORMATION SERVICES
Nursing Simulation Lab. Tech. Support	Stand Alone
News Editor, Senior	BROADCASTING
Data Analyst, Graduate Admissions	Stand Alone

Adjustment #21

TA'd 7/24/11

New Supplemental Letter of Agreement #15

WAYNE STATE UNIVERSITY

July 30, 2012

**Michelle Burns, President
Professional & Administrative Union
UAW Local 1979
5057 Woodward Ave., Suite 2222
Detroit, MI 48202**

RE: Time Clocks

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

If, during the life of this Agreement, the University intends to implement a University-wide time keeping or time clock system (involving bargaining unit employees), the University shall discuss any terms and conditions for use of the system with the Union.

Sincerely,

A.L. Rainey, Jr., Director, Labor Relations

This conforms to our agreement.

UAW P&A Local 1979 Bargaining Team - 2012

Adjustment #22

TA'd 7/27/12

New Supplemental Letter of Agreement #22

WAYNE STATE UNIVERSITY

July 30, 2012

**Michelle Burns, President
Professional & Administrative Union
UAW Local 1979
5057 Woodward Ave., Suite 2222
Detroit, MI 48202**

RE: 2012 Contract Negotiations – “Benefits Only” Reopener

During 2012 contract negotiations, the parties have agreed that:

- **We will defer benefits bargaining, subject to a “Benefits Only” reopener;**
- **The reopener will trigger January 15, 2013, or 30 calendar days after the 2012 WSU AAUP-AFT agreement is ratified, whichever comes first;**
- **The reopener will be composed of either a 2X2 committee, or full table negotiations, whichever is agreed-upon by the parties, prior to convening;**
- **The parties will then negotiate benefits for up to 60 calendar days;**
- **If there is no agreement, the two parties will engage the services of the appointed Michigan Employment Relations Commission (MERC) mediator (Wanda Mayes);**
- **Should mediation fail, the two sides will each present its last best offer (LBO), concerning benefits only, to the mediator or other designated third party, who will choose one, which will be final and binding.**

Sincerely,

A.L. Rainey, Jr. Director, Labor Relations

This Conforms to our agreement.

UAW P&A Local 1979 Bargaining Team – 2012

WSU Labor Relations Department - 2012

Adjustment #23

Wages/Economics

TA'd 7/27/12

**Re: Negotiations 2012 – Wage Adjustments for 2012-2016 Contract Years
Effective August 1, 2012**

2012-2013* -- 1% Across-the-Board (ATB) increase to base salary; steps funded.

2013-2014* - 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 July 31, 2013.

2014-2015*-- 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 July 31, 2014.

2015-2016-- 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 July 31, 2015.

*It is agreed that the University/Union reserves the right to cause compensation provisions to be reopened for bargaining by giving notice to that effect by October 1st of contract year one, two, or three of this Agreement, in which event these compensation provisions may be changed by agreement, to be effective no later than August 1st 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 resolution via mediation.

Adjustment #24

Per Adjustment #22 above, negotiated Letter of Agreement #22 called for a “Benefits-Only (medical/dental) Reopener after the WSU benefits pattern had been established. After reopening in 2014, negotiations proved unproductive and mediation was sought. After no resolution in mediation, Fact Finding was employed in 2015, yielding the following final and binding February 18, 2015 decision on medical and dental benefit changes:

FINAL AND BINDING RECOMMENDATIONS

The Fact Finder makes the following final and binding recommendations, binding on the UAW and its W.S.U. Professional and Administrative Union Local 1979 UAW and Wayne State University:

1. Medical Insurance

ARTICLE (50) MEDICAL INSURANCE

- A. Medical insurance is available to members of the bargaining unit through contracts and agreements with Blue Cross/Blue Shield of Michigan, DMC Care (PPO), Community Blue (PPO), Health Alliance Plan (HMO), and Blue Care Network (HMO). All such employees working 50% or more time and all persons on long-term disability shall be eligible to participate in one of the programs.

For all HMO/PPOs the University shall provide a subsidy equal to the subsidy in effect on August 31, 1994, (or the full cost of the premium if equal to or less than the August 31, 1994, subsidy) plus 70% of the actual dollar increase in premium for Single, 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 August 31, 1994, 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.

For at least the life of this Agreement, there shall be the following modifications:

- a) \$20 co-pay on office visits;
- b) \$5/\$20/\$45 co-pay for prescription drugs;
- c) \$20 co-pay on Urgent Care visits;
- d) \$100 co-pay on Emergency Room visits; waived if admitted to the hospital or if the emergency is for an accidental injury;
- e) A mail order prescription drug option.

The modifications listed immediately above shall go into effect on October 1, 2015.

2. Dental Insurance

ARTICLE (51) DENTAL INSURANCE

- A. The Employer shall provide dental care coverage to all non-probationary enrolled Employees as described in the contract between the Employer and Delta Dental of Michigan. **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.**

END OF 2012 ADJUSTMENTS