

# WSU/IUOE Local 324 2015 Negotiations

## **NEGOTIATED CONTRACTUAL ADJUSTMENTS - 2015-2020**

Note: All text changes are in **bold**, and  
All deletions show as strikethroughs

## ADJUSTMENTS

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### **ADJUSTMENT #1**

#### **ARTICLE (1) RECOGNITION**

**Add BAS OE, Team Leader classifications**

**TA'd 10/26/15**

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### **ADJUSTMENT #2**

**Five Year Agreement 2015-2020**

**TA'd 10/26/15**

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## **ADJUSTMENT #3**

**FLSA compliance; Pay for actual hours worked...**

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

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. No Change.

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.**

G. No Change.

**TA'd 2/29/16**

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## ADJUSTMENT #4

### ARTICLE (6) DISTRIBUTION OF OVERTIME

- A. If an Employee is ~~off on vacation or off due to illness~~, 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 hours worked **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 ~~those overtime hours~~ **the opportunity**, just as if he/she has worked. ~~If an Employee cannot be contacted, his/her position on the list remains the same.~~ **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 ~~Engineer~~ **Employee** covered by this Agreement. Minimum call in time is four (4) hours at the proper overtime rate **(if applicable)**.
- C. ~~Funerals, jury duty and excused~~ **Approved absences (with or without pay), illness, and vacancies will 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.
- 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.

TA'd 1/20/16

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**ADJUSTMENT #5**

**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. ~~1. Employees covered by this Agreement who at the time it becomes effective, were members of the "Union" shall be required as a condition of continued employment to maintain their membership in the "Union", or to 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 extensions thereof.~~

**By law**, Employees in the Bargaining Unit ~~who are not members of the "Union"~~ at the **expiration of the 2010-2015 time this Agreement (September 30, 2015)** becomes effective, shall **not** be required as a condition of continued employment to become members of the Union. ~~for the duration of this Agreement,~~ **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. Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement shall be required as a condition of continued employment to become members of the "Union", or to pay a service fee equal to the membership dues, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.~~
- 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.

**TA'd on 12/07/15**

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**ADJUSTMENT #6**

**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 Service Fee Check-off~~ **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 Service Fee Check-off~~ **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 ~~Check-off~~ **Authorization** Form.
  - C. The Employer shall not be responsible for ~~checking off or~~ 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 ~~Check-off~~ **Authorization for Payroll Deduction of Nonacademic Union Dues and/or Service Fees** Form and inform the Employee of his or her **responsibility 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. No Change.
  - G. No Change.
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**ADJUSTMENT #7**

**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.

**TA'd 11/23/15**

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**ADJUSTMENT #8**

**ARTICLE (11) DISCIPLINE/DISCHARGE**      **Section D, New 2<sup>nd</sup> paragraph**

- 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.”**

**TA'd on 10/26/15**

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## **ADJUSTMENT #9**

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

#### **C. Leave for Union Business**

4. Each steward shall be allowed ~~four (4)~~ **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.

**TA'd 11/23/15**

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## **ADJUSTMENT #10**

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

- 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).**

**TA'd 10/26/15**

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## **ADJUSTMENT #11**

### **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 of being relieved or replaced as Steward, the Steward shall be allowed to bump back to any position within his/her classification and proper seniority status.~~

**TA'd 11/9/15**

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**ADJUSTMENT #12**

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

- A. Seniority: The **Chief** Steward shall have top seniority for purpose of bidding on open shift only.

~~In the event of being relieved or replaced as Steward, the Steward shall be allowed to bump back to any position within his/her classification and proper seniority status.~~

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 ~~persons with less seniority~~ **the least senior Employee** in ~~this~~ **his/her** classification, **per standard bumping practices**.

**TA'd 1/20/16**

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**ADJUSTMENT #13**

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

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 made on the basis of seniority and qualifications** within the classification. Qualifications shall include consideration of the Employee's attendance record and disciplinary history.

~~3.~~ **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 ~~the above~~ sub-paragraph ~~2~~ **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.

~~4.~~ **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.)

~~4.~~ **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.)**

~~2.~~ **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. (Note: Duplicate copy of transfer request must be filed with the Union).

~~5.~~ Any man/woman promoted from Operating Engineer to Assistant Shift Supervisor or Shift Supervisor shall continue to accumulate seniority as an Operating Engineer. In the event of layoff, demotion or cutback, an Assistant Shift Supervisor or a Shift Supervisor who was previously in the Operating Engineers unit will be allowed to displace the Employee having the least seniority in the Operating Engineer classification in which he/she had highest prior seniority.

**5.** The University shall establish a registration list so that Operating Engineers can register their acquisition of a new 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.

**TA'd 1/20/16**

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**ADJUSTMENT #14**

### **ARTICLE (17) VACATION**

C. Engineers or Project and Relief will ~~double~~-cover shift assignments for vacation absences.

**TA'd 1/20/16**

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**ADJUSTMENT #15**

**ARTICLE (17) VACATION**

Clarification of leave request requirements....

- A. No Change
  
- 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.
- C. No Change (except as negotiated during 2015 negs.)
  
  - D. No Change
  
  - E. No Change
  
  - F. No Change
  
  - G. No Change
  
  - H. No Change

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**ADJUSTMENT #16**

**ARTICLE (18) MEDICAL INSURANCE** New Section "E"

E. It is agreed that the following co-pays will be in effect:

**Office Visits**

~~\$10.00~~ \$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**

~~\$5.00~~ \$5/\$20/\$45 co-pay (a three-tiered program)

~~\$10.00~~ co-pay for brand-name drugs

Members may purchase prescription drugs with a mail order option

**TA'd 1/20/16**

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**ADJUSTMENT #17**

*Previously agreed to (in writing) in February of 2012...*

**ARTICLE (20) - LIFE INSURANCE**

--Reflect Option #4 addition, 4 times annual salary.

**TA'd 10/26/15**

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**ADJUSTMENT #18**

**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.**

**TA'd 1/20/16**

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**ADJUSTMENT #19**

**ARTICLE (24) HOLIDAYS**

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

Martin Luther King Day	<b>(Observed)</b>
Memorial Day	(Observed)
Independence Day	(July 4)
Labor Day	<b>(Observed)</b>
Thanksgiving and the day after	<b>(Observed)</b>
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.

- 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.**

**TA'd 11/23/15**

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**ADJUSTMENT #20**

**JOINT PROPOSAL (FOR CLARIFICATION)**

**ARTICLE (24) HOLIDAYS**

- 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.**

**TA'd 2/29/16**

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**ADJUSTMENT #21**

**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.

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.

~~When it is necessary to replace an Employee previously scheduled to work, the first Employee to be called in as a replacement will be given compensatory time off on a one and a half time basis at a later date even though more than one (1) Employee may be called in as a replacement.~~

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.

**TA'd 11/23/15**

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**ADJUSTMENT #22**

**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.

**TA'd on 2/29/16**

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**ADJUSTMENT #23**

**ARTICLE (27) ILLNESS BANK**

- 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. 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.**

**TA'd 10/26/15**

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**ADJUSTMENT #24**

**Previously agreed to (in writing) on 3/26/13.**

**ARTICLE (27) ILLNESS BANK**

- 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.

**TA'd on 2/29/16**

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## **ADJUSTMENT #25**

(Offer to Spouses/Dependents, but must also complete any course with a passing grade...)

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

- 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.

**TA'd 10/26/15**

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## **ADJUSTMENT #26**

### **ARTICLE (30) EMERGENCY CLOSURE**

Due to the nature of the work assignment and the importance of maintaining the operations of the University, ~~members of the bargaining unit~~ **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.

**TA'd 2/29/16**

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**ADJUSTMENT #27**

**(NEW) 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**

**TA'd 11/23/15**

**ADJUSTMENT #28**

**(NEW) 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**

**TA'd 1/20/16**

**ADJUSTMENT #29**

**(NEW) 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**

**TA'd 1/20/16**

## **ADJUSTMENT #30**

### **Negotiations 2015 – Wage Adjustments for 2015-2020 Contract Years**

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%.

**TA'd 3/9/16**

**END OF ADJUSTMENTS**