

WSU/UNITEHERE LOCAL 24 – WSU JANITORS

2013 Negotiations

COLLECTIVE BARGAINING AGREEMENT CHANGES 2013-201

Note: All Changes are in **bold**, and

All deletions show as ~~strikethroughs~~

ADJUSTMENTS

Adjustment #1

- ◆ Four Year Agreement (2013-2017)

Adjustment #2

Change ALL “H.E.R.E.” CBA references to UNITEHERE! LOCAL 24

Adjustment #3

ARTICLE 1 - MANAGEMENT RIGHTS

New 2nd paragraph

“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 Union when hidden surveillance is going 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.”

Adjustment #4

ARTICLE 4 - PROBATION -- Sections A & D All UNITEHERE! Employees – ~~180~~ 150 Day probation

- A. An Employee is a "probationary Employee" for his/her first ~~ninety (90) one hundred and eighty (180)~~ **one hundred and fifty (150)** calendar days of 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, layoff, or termination of a probationary Employee shall be subject to the grievance and arbitration procedures.
- D. A probationary period in excess of ~~ninety (90) one hundred and eighty (180)~~ **one hundred fifty (150)** calendar days may be extended by mutual agreement among Employee, Employer, and Union. These extensions shall be in 30 day increments.

Adjustment #5

ARTICLE 7 - COLLECTION OF UNION SERVICE FEE

- A. Payment by Check-off: Members of the Bargaining Unit ~~shall~~ **may** tender their Union Dues or a Union Service Fee equivalent to the amount of dues uniformly required of members of the Union by signing an authorization for Service Fee check-off form.
- B. Check-off Form: During the life of this Agreement and in accordance with the terms of the authorization for Union Dues or Service Fee check-off form, the Employer agrees to deduct a Union Dues or 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 executes the Union Service Fee check-off form.
- C. The Employer shall not be responsible for checking off or collecting Union Dues or Service Fees 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 Form and inform the Employee of his/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 Union Dues or Union Service fees deducted for the previous month showing the name, file number, pay code, and amount deducted from all members of the Bargaining Unit, including additions and deletions since the last listing with explanation of changes.
- F. The Employer shall not be liable to the Union by reason of the requirements of this section for the remittance or payments 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 and all claims, demands, suits or any other action(s) arising from the terms of this Article.

Adjustment #6

ARTICLE 8 - WORK WEEK AND WORK DAY

Pay for actual hours worked...

- A. The regular work week shall consist of five (5) days in any one week, and the regular work day shall consist of eight (8) hours in any one day. An Employee working over eight (8) hours in any one day shall be paid at the rate of time and one-half for the overtime. Any work performed on the sixth **consecutive** day worked in the same work week shall be compensated at the rate of time and one-half. Any work performed on the seventh **consecutive** day worked in the same work week shall be compensated at the rate of double time. Any Employee properly requested to report to work on any day shall receive a day's pay even though he/she is sent home because of work shortage. **Paid sick leave, holidays, vacation, or any other paid leave will not be treated as days worked in computing weekly overtime.**

There shall be no pyramiding of overtime: defined as the use of multiple overtime premium multipliers on any single or block hours. In other words, once an hour is counted as an overtime hour for the purpose of weekly overtime. 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 hours.

Adjustment #7

ARTICLE 9 - ILLNESS DAY PLAN

- B. **Special Needs** - Illness benefits are a type of insurance coverage, however, in addition to excused absence for personal illness, **a total of five (5) days** per fiscal year may be used for the *special needs* listed below **#1-6**, and charged to the sick bank:
1. Death of a member of the immediate family *(excluding those members of the family covered under Article 11, Bereavement Leave) (up to five (5) consecutive working days).
 2. Quarantine required as a result of exposure to a communicable disease.
 3. Emergency Care of a Member of the Immediate Family (Up to Two (2) consecutive Working Days) in total, per fiscal year.
 4. Attendance at the funeral of a person not in the immediate family (up to one (1) working day) in total, per fiscal year.
 5. An emergency (non-scheduled) medical or dental appointment (up to one-half (½) day), **per incident**.
 6. Employees who have completed nine (9) months of service may use up to two (2) additional days during the fiscal year for any personal reason other than those listed above (e.g., observance of religious holiday, a scheduled medical or dental appointment, etc.). **Such days will be charged to the Employee's Illness Day Plan provided the Employee gives his/her Supervisor three (3) working days' notice and the work schedule permits such absence. In exceptional cases one (1) day notice will be acceptable. Such days will be charged to the Employee's Illness 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 full-day increments.**
- C. 4. **Absence Call-In procedure, Due to illness- Communication with the Employment Services Center (Human Resources) 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.**

Adjustment #8

ARTICLE 11 - BEREAVEMENT LEAVE

- A. Up to three (3) days of bereavement leave may be used for the bereavement of a member of the immediate family*. These days will not be charged against the illness bank. **The Employer reserves the right and discretion to require verification of absence when deemed appropriate.**

Adjustment #9

ARTICLE 14 - LIFE INSURANCE

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

All Employees in full time positions shall be provided with non-contributory life insurance that is equal to the Employee's annual salary (or a minimum of \$25,000). Employees may purchase additional amounts of supplemental life insurance at subsidized and graduated rates by election of Option No. 1, 2, ~~or~~ 3, **or 4** below. All Eligible Employees shall be entitled to elect one of the following:

- Option #1: Non-contributory insurance plus supplemental insurance, equal to one times annual salary to maximum of \$750,000 of total coverage.
- Option #2: Non-contributory insurance plus supplemental insurance, equal to two times annual salary to maximum of \$750,000 of total coverage
- Option #3: Non-contributory insurance plus supplemental insurance, equal to three times annual salary to maximum of \$750,000 of total coverage.
- Option #4: Non-contributory insurance plus supplemental insurance, equal to four times annual salary to maximum of \$750,000 of total coverage.**

Adjustment #10

ARTICLE 16 - Dental Insurance (As of 9/1/98)

The University shall provide dental coverage as presently described in the University's dental care contract with Delta Dental of Michigan to eligible enrolled members of the bargaining unit. 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. Effective March 1, 2003 the annual cap on benefits will be \$1,500.

~~The University shall provide dental care coverage at no cost to Employees and their eligible dependents.~~ Employees and their eligible dependents must be enrolled in a University medical plan to receive coverage.

Interlocking Enrollment

The Medical and Dental coverage level must match (i.e. Family-Family, Single-Single).

Adjustment #11

ARTICLE 17 - MEDICAL INSURANCE

- A. 1. 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 four HMO/PPO's plus an additional \$7.50 per month subsidy for family coverage.

(The purpose of this formula is to share in the cost of increases and savings of decreases from the base period.

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

- a) **A ~~\$10.00~~ \$20 co-pay on office visits;**
- b) **~~\$ 5.00/\$10.00~~ \$5/\$20/\$45 co-pay for prescription drugs;**
- c) **\$20 co-pay on Urgent Care visits;**
- d) **\$100 co-pay on Emergency Room visits; nothing if admitted to the hospital;**
- e) **A mail order prescription drug option.**

Adjustment #12

ARTICLE 18 - HOLIDAYS

- A. The following shall be recognized as official University holidays and paid at straight time if not worked: Independence Day, Labor Day, Thanksgiving Day, **the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Day,** and Memorial Day. Employees who have completed the probationary period will receive one 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.

Adjustment #13

ARTICLE 19 - 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 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 to be ~~scheduled~~ **used** within ninety (90) days, **or it shall be forfeited.** Whenever possible compensatory days off shall be scheduled according to the choice of the Employee on a seniority basis.

Adjustment #14

ARTICLE 22.A Step four. New second paragraph

In the event the parties do not reach a satisfactory settlement of the grievance, **the University and Union by mutual agreement may as an alternative method of resolving disputes, proceed to external mediation through the Michigan Employment Relations Commission (MERC) prior to arbitration. The Mediator shall be chosen by mutual agreement. Recommendations submitted by the Mediator are non-binding. At the conclusion of mediation either party may file for arbitration within ten (10) calendar days of the decision reached by the mediator.**

Arbitration

In the absence of mutual agreement for external mediation, such grievance may be submitted to arbitration at the request of either party within ten (10) calendar days following the written

disposition at Step 4. Written notice to the American Arbitration Association with a copy to the other party shall constitute request for arbitration.

ARTICLE 22.E - New second paragraph

“Any employee (with live disciplinary action on his/her record), who is absented from the workplace for more than ~~15~~ 30 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 #15

ARTICLE 28 - EMERGENCY CLOSURE

A. Weather Caused Closure

1. H.E.R.E. Employees, who are required to work per section 1C, to be eligible for pay, are expected to report on weather caused emergency closure days regardless of public communications that the University is closed. Those who report and work shall receive an amount of compensatory time equal to the time which they worked. **Such compensatory time shall be used within ninety (90) calendar days from the date earned in accordance with the operational needs of the department, or it shall be forfeited.** 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.

Adjustment #16

DELETE LETTER OF AGREEMENT #1 - MLK OBSERVANCE IS LAW; NOW - OBSOLETE.

Adjustment #17

DELETE LOA #3 - FMLA/ADA IS LAW; LOA NOW -- OBSOLETE.

Wages/Economics

A Four Year Agreement*

Re: Negotiations 2013 – Across-the-Board Payment for 2013-201__ Contract Years

It is mutually understood that:

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.

2013-2014* -- 1% ATB increase to the base salary of bargaining unit members, effective 06/30/13.

**2014-2015* - 1% ATB increase to the base salary of bargaining unit members.
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 June 30, 2014.**

**2015-2016*-- 1% ATB increase to the base salary of bargaining unit members.
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 June 30, 2015.**

**2016-2017*-- 1% ATB increase to the base salary of bargaining unit members.
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 June 30, 2016.**

*It is agreed that the University reserves the unilateral right to cause compensation (wage and/or benefits) provisions to be reopened for bargaining by giving notice to that effect by October 31st of contract year one, 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 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.

END OF DOCUMENT