

COLLECTIVE  
AGREEMENT

Between

**WAYNE STATE  
UNIVERSITY**

and

LOCAL 517-M,  
SERVICE EMPLOYEES  
INTERNATIONAL UNION, AFL-CIO  
(CUSTODIAL/GROUNDS SUPERVISION)

February 1, 2015 – January 31, 2019

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## **AGREEMENT**

This Agreement entered into between the BOARD OF GOVERNORS of WAYNE STATE UNIVERSITY (hereinafter referred to as the "EMPLOYER") and LOCAL 517-M of Service Employees International Union, AFL-CIO (hereinafter referred to as the "UNION").

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper community service.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees

## **Article (1) RECOGNITION - EMPLOYEES COVERED**

Pursuant to the power and authority of the Employer under the Michigan Constitution of 1963, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all regular Employees of the Employer included in the bargaining unit described below:

- A. All Custodial Supervisors, Custodial Working Supervisors, Laborer Supervisors, Laborer Working Supervisors, Landscape Supervisors, Landscape Working Supervisors, Custodial Supervisor Trainees, Landscape Supervisor Trainees and General Supervisor.
- B. The use of the term "supervisor" in the place of "foreman" is a change in job classification titles only, and is not a change in duties presently performed, and will not be used to deny collective bargaining or a collective bargaining agreement to the bargaining unit members pursuant to their MERC certification under PA 1947, No. 336, nor to effectuate a diminution of the unit.
- C. Excluded from this bargaining unit are Assistant Custodial Superintendents, (Managers) and Custodial Superintendents (Managers).
- D. All positions (except for General Supervisor and Swing (Relief) Supervisor) are Trainee entry positions which carry a one (1) year probationary period (see Article 8). Upon successful completion of the trainee program, the Trainee becomes either a Working Supervisor or Supervisor. In the event he/she does not successfully complete the training program or does not wish to become a Working Supervisor or Supervisor he/she: (1) may return to his or her former position at the University if (he/she was a former FP&M employee) and if a vacancy exists, or (2) if an external hire, he/she shall be terminated.

Supervisor Trainees are not used as vacancy replacements or to do overtime work in the place of bargaining unit Employees in other classifications. Vacancies in the unit will continue to be filled by the contract vacancy replacement procedure, when there is no Supervisor Trainee who has completed the program to fill them.

- E. The University intends to fill vacancies in the Supervisor classification from the ranks of Working Supervisors. The vacant position will be offered to Working Supervisors in order of their seniority. If no Working Supervisor accepts the position, it will be assigned to the Working Supervisor with the least seniority, who must accept the position or be considered a voluntary termination, unless a custodian or groundskeeper vacancy exists, in which case he/she may be offered employment as a custodian or groundskeeper.

Article 1 Section E shall only apply to employees who have completed the probationary period unless this requirement is waived by management.

F. General Supervisor

The General Supervisor is differentiated from the Custodial Supervisor only by his/her hourly rate premium (\$0.50/hr. more) and specified job duties. The General Supervisor shall not supervise the Custodial Supervisor position. The General Supervisor is considered equal to the Custodial Supervisor based upon his/her Bargaining Unit Seniority.

**Article (2) NON-DISCRIMINATION**

- A. The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, age, marital status, physical handicap, sex, sexual orientation, or political beliefs.
- B. In conformity with the Pregnancy Discrimination Act and in accordance with University policy, Employees affected by illness or disabilities resulting from pregnancy, childbirth, and related medical conditions are treated the same as Employees with other illnesses and disabilities.
- C. Employees who believe that they have been discriminated against for the above listed reasons may chose to pursue their claim through the University's internal discrimination complaint procedure administered by the Department of Equal Opportunity or through the grievance procedure of this Agreement.

The initial choice of one of these two internal procedures binds the Employee and the Union as to the discrimination aspect of any claim and prohibits the processing of that same discrimination claim through any other internal procedure.

**Article (3) UNION 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 not 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) and existing Michigan law.
  - 2. Employees in the Bargaining Unit who are not members of the "Union" at the time this Agreement becomes effective shall not be required as a condition of continued employment to become members of the Union for the duration of this Agreement, 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) and existing Michigan law.
- D. Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement shall not 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.
- E. If an Employee has approved such a deduction, the University shall be notified in writing by the "Union" of any Employee in the Bargaining Unit who is thirty (30) days in arrears in payment of membership dues, or service fees.
- F. Management will provide one copy of the master version of each new contract to SEIU Local 517-M, but no hard copies will be distributed to the Union or its members. The Union shall be responsible for the method of distribution of collective bargaining agreements to its members, including new hires.

#### **Article (4) MANAGEMENT RIGHTS**

- A. The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote Employees for just cause, subject however, to the Employee's right to bring a grievance if any provision of the Agreement is violated by the exercise of such management function. All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.
- B. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the Employees covered by this Agreement and realizes that in order to provide good working conditions and fair and equitable wages, the Employer must operate efficiently. The Union therefore agrees that it will cooperate with the Employer to assure a fair day's work on the part of its members.

- C. The Employer shall have the right to expect the Union members to exercise customary and regular supervisory functions in the discharge of their duties. Included is the responsibility of the Union membership to represent the University's interests in its relationship with members of other Unions with whom the Employer may have contracts. The members of this Union shall represent the University to insure the fulfillment of Management's Rights as identified in agreements entered into between the University and other Unions. The members of this Union shall be responsible for the interpretation, observance and enforcement of University Policies and Procedures insofar as they govern the conduct of Employees under their supervision. The Union further agrees that its members shall fulfill their responsibilities to the extent that they will endeavor to secure a fair day's work from the Employees under their supervision.
- D. **SURVEILLANCE**  
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.

#### **Article (5) SUB-CONTRACTING**

The right of contracting or sub-contracting is vested in the Employer. The University's right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union, nor to discriminate against any of its members, nor shall it result in a reduction of the regular work week.

#### **Article (6) UNION DUES, INITIATION FEES AND SERVICE FEES**

- A. **Payment by Check-Off:** Employees may tender the initiation fee and monthly membership dues or a service fee equivalent to dues by signing the Authorization for Check-Off of Dues Form, or a comparable service fee form.
- B. **Check-Off Forms:** During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off Dues, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each Employee who executes or has executed an "Authorization for Check-Off of Dues" form or a comparable service fee form.
- C. The Employer shall not be responsible for checking off or collecting dues or service fees during periods of leaves of absence for which the Employee receives 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 option to pay Union dues or an equivalent service fee. Michigan law shall be followed.
- 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 service fees deducted for the previous month showing the name, file number, pay code, and amount deducted from 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 (7) STRIKES**

The Union recognizes that strikes by public employees are prohibited by 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 Federal, State and local laws affecting this Agreement.

#### **Article (8) PROBATIONARY EMPLOYEES**

- A. The initial probationary period for Employees in classifications covered by this Agreement shall be twelve (12) months in length, beginning with the date of hiring. Periods of absence from work shall not be counted towards completion of the initial probationary period.
- B. The provisional period for Employees promoted within classifications covered by this Agreement shall be three (3) months in length, beginning with the date of promotion. Periods of absence from work shall not be counted towards completion of the promotional provisional period.
- C. Employees continued in classifications covered by this Agreement beyond their respective provisional periods shall acquire classification seniority beginning with the date of hiring, or promotion. After training, should a promoted Employee fail to perform satisfactorily in the higher classification, he/she shall revert back to his/her former classification covered by this Agreement without prejudice.

- D. The Union shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment, except no matter of discipline, layoff, recall, termination, or demotion of a probationary Employee shall be subject to the grievance and arbitration procedures contained in this Agreement.

#### **Article (9) 9/10 MONTH EMPLOYEES**

- A. The University may, as an operational need, commence the hiring of 9 or 10 month Employees for any and all operations covered by this Agreement. No Employee hired before 10/1/90 will be transferred to 9/10 month status unless the Employee requests same. No Employee hired before 10/1/90 will be laid off to be replaced by a 9/10 month Employee.
- B. 9/10 month Employees will be placed on leave of absence without pay for the months not employed and shall be returned to employment at the end of such leave. Such leave shall in no way cause a break in continuous service for the purpose of establishing fringe benefit eligibility.
- C. 9/10 month Employees will be eligible to participate in prorated fringe benefits of retirement, life insurance and medical insurance, with special deductions for life insurance and medical insurance being made so that Employees will be provided appropriate protection over the unpaid leave period.
- D. The total number of 9/10 month Employees in the bargaining unit will not exceed 20%.
- E. 9/10 month Employees shall be considered full-time Employees for purposes of this Agreement.

#### **Article (10) WORK DAY AND WORK WEEK**

- A. The work week shall consist of five (5) eight (8) hour consecutive working days with one hour off for lunch each day, or consistent with Article (42)C., the work day shall consist of four (4) ten (10) hour consecutive working days with ½ (one half) hour off for lunch each day.
- B. The regular work week shall be Monday through Friday, or consistent with Article (42) C., the regular work week shall be Monday through Thursday, except for those classifications and assignments required in seven (7) day operations. The regular work week shall be forty (40) hours per week.
- C. The Union will be provided twenty (20) days written notification of any proposed change in or addition to the current "work shift" schedules. Any changes shall be consistent with Articles 40 (B) and 42 (C).

- D. In the event a dayshift (1<sup>st</sup> shift) Employee in the Bargaining Unit is not able to report to work on his/her regular shift, he/she shall notify the department within two (2) hours prior to the starting time of his/her shift and in any event no later than two (2) hours after the starting time.

Bargaining Unit Employees (reporting 11:00am or later) who are not able to report to work on his/her regular shift shall notify the department within four (4) hours prior to the starting time of his/her shift, and in any event no later than two (2) hours after the starting time.

- E. The Employer has long recognized the Employee's need for reasonable rest periods during the course of the normal work day, and the Employee will be provided a ten (10) minute break in each half of each work shift in keeping with necessary work schedules. It is understood that this right is not to be abused by either party.
- F. Timekeeping is the ultimate responsibility of the Employer, utilizing methods determined by the Employer.
- G. Snow Removal  
The University may require bargaining unit Employees to supervise the snow removal and other winter weather related duties of custodial Employees (for the entrance areas adjacent to buildings at which custodial Employees are assigned).

### **Article (11) OVERTIME**

- A. A daily overtime premium of time and one-half (1-1/2) will be paid for actual work in excess of eight (8) hours per day, except that on the four (4) day work week consistent with Article (42) C, the daily overtime premium of time and one-half (1-1/2) will be paid for actual work in excess of ten (10) hours per day.
- B. A weekly overtime premium of time and one-half (1-1/2) will be paid for working on the sixth (6th) day on a five (5) day work week, and on the fifth (5th) and sixth (6th) day on a four (4) day work week consistent with Article (42)C (if the Employee has worked forty (40) hours in that work week). Double time (2X) shall be paid for working on the seventh (7th) consecutive workday of an employee's regular work week.

It is understood that annually in the exit week of the program only, the ten (10) hours four (4) day schedule may be changed to a five (5) day, Monday through Friday schedule. In that event Employees will be paid time and one-half (1-1/2) for all hours worked over forty (40) hours in that week, and double time on Sunday.

- C. Paid sick leave, holidays or vacation will not be treated as days worked in computing weekly overtime. However, Article 22A compensatory time, when utilized, may be counted as time worked when computing weekly overtime).

There shall be no pyramiding of overtime or closure compensation: defined as the use of multiple overtime 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. 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.

- D. The annual salary will be determined by multiplying the hourly rate by 2080 and shall be paid biweekly (or semi-monthly if the University so determines). If the University determines that semi-monthly is necessary, the Union shall be provided 30 days notice of this change.
- E. OVERTIME CALL-INS Employees on emergency call-ins shall be guaranteed a minimum of four (4) hours work time.

Employees required to stay beyond the conclusion of their regular shift or called-in prior to the start of their regular shift shall receive daily overtime pay for the hours so required.

Employees subject to non-emergency call-ins where such overtime is not continuous with the regular shift shall be guaranteed a minimum of four (4) hours work time.

For the sake of expediency, Employees who are contacted (called-in) by Management for coverage shall respond to Management within thirty (30) minutes of said contact.

- F. Any overtime earned before the payroll closing date will be paid on the nearest following pay date.
- G. Every Employee shall be given the opportunity to avail himself/herself of overtime, holiday, and call-in work which shall be distributed among all Employees on a rotation basis by offering said opportunity equally to every Employee, by department (i.e. Custodial, Grounds), through use of the seniority list. In the event that a given opportunity to perform overtime, holiday, or call-in work shall be refused by available Employees, the University may assign same to the Employee with the least seniority of those available.

## **Article (12) VACANCY REPLACEMENT PROCEDURE**

- A. 1. In the event a position is vacated for more than thirty (30) days, and it is determined that the position is to be retained, the position vacancy will be posted and filled in accordance with the Promotion and Demotion provisions of this Agreement within three (3) working days, subject to extension by agreement of the parties. The filling of such vacancy will be subject to the seniority and contract rights of the Employee creating the vacancy should that Employee return to work.

2. Should a vacancy occur under the provisions of this Agreement, that vacancy will be posted internally. If a member of the bargaining unit chooses to take that vacancy, then the job which that member leaves will be polled among the remaining members of the bargaining unit. Should someone choose, as a result of this polling, to take the job made available, then the University may fill the vacancy resulting thereby from outside the bargaining unit.

In the event it is not filled from outside the unit in forty-five (45) days, the vacancy shall be polled in the unit, and said polling shall be repeated every forty-five (45) days until the vacancy is filled.

- B. When the position is awarded, pursuant to the above, the Union and the Employee to whom the position is awarded shall be informed (in writing) as to the exact status of the position and the seniority rights thereto, if any, of any other Employee.
- C. In the event that the University determines not to retain a position, it shall give written notice to the Union within the thirty (30) day period as described above.
- D. In an effort to minimize undue or extended periods of supervisory overloads due to unfilled vacancies of positions determined to be retained, Management will endeavor to identify qualified Employees (campus-wide and external individuals) in non-supervisory classifications whose job performance, related experiences, and demonstrated potential supervisory abilities would appear to make them likely prospects for temporary assignments to such vacancies, as necessary, pending permanent replacement selection from within or outside present Employee ranks.
- E. The Employer will make every reasonable effort to fill vacancies within ninety (90) days. If the vacancy exists beyond ninety (90) days, the Union will be fully informed of all efforts made to date to secure a qualified applicant.
- F. Student Assistants or part-time Employees shall not be utilized by the University to fill any present or future vacancies in the bargaining unit or to replace bargaining unit jobs.

### **Article (13) "SWING" (RELIEF) CUSTODIAL SUPERVISOR**

- A. The University shall employ one (1) full-time "Swing" (Relief) Custodial Supervisor to provide necessary supervisory needs (also see Article 39.D and Letter of Agreement LOA #14).
- B. In the event no member of the bargaining unit applies for a posted vacancy, the "Swing" (Relief) Custodial Supervisor may be assigned to such vacancy on a temporary basis until the position is filled.
- C. The "Swing" (Relief) Custodial Supervisor may exercise his/her seniority for any posted position of a permanent nature.

## **Article (14) PROMOTIONS AND DEMOTIONS**

- A. Promotions or transfers within the bargaining unit, either temporary or permanent, shall be made primarily on the basis of bargaining unit seniority and qualifications, but disciplinary records may be considered. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirements for the position in a conspicuous place where the punch clocks are located. Employees interested shall apply within the seven (7) calendar day posting period.
- B. The senior Employee applying for promotion who meets the requirements shall be granted a reasonable probationary period of ninety (90) days.
- C. In the event the senior applicant is denied the promotion, the reasons for the denial shall be given in writing to the Employee and the Union Grievance Committee and shall be proper subject of a grievance in accordance with the established procedure.
- D. During the trial period the Employee shall have the opportunity to revert to his/her former classification should he/she so desire. If the Employee is unsatisfactory in the new position, notice and reasons shall be presented to the Union in writing by the Employer with a copy to the Employee. The matter may then become a proper subject for Step 2 of the grievance procedure.
- E. During the probationary period Employees will receive the rate of pay for the job they are performing, per Schedule of Wages, Article 39.
- F. Any Employee required to work in a higher classification for a period of eight (8) hours or more on a five (5) day work week schedule, or for a period of ten (10) hours or more on a four (4) day work week schedule, consistent with Article (42) C., shall be paid the rate of pay for the higher classification for the time he/she works said job.
- G. Probationary employees may not bid on promotions or lateral transfers prior to the conclusion of the probationary period.

## **Article (15) SENIORITY**

- A. Bargaining Unit Seniority – The total length of service in any/all classifications represented by the bargaining unit. Bargaining Unit seniority shall control for promotions/transfers within the bargaining unit (along with qualifications), overtime assignments, selection (rebid) of zones, choice of vacation time, and shift changes.

Classification Seniority - Length of time a person has served in a specific classification within the bargaining unit. Per Article 20.B, classification seniority shall control for Reduction of Work Force and Recall, only.

Management retains the right to determine the number, size and location of zones.

- B. Total (University) Seniority – the total length of time an Employee has served in continuous full-time University positions, regardless of bargaining unit. This seniority will be used to determine fringe benefit eligibility.
- C. A separation from service, except to serve with the Armed Forces of the United States as defined under Paragraph D below, or because of an illness leave, shall void all past seniority rights and benefits.
- D. In the event a person enters military service involuntarily or voluntarily during a national emergency, he/she shall continue to earn seniority rights.
- E. When an individual is granted an illness leave-of-absence, seniority rights will continue to accrue.
- F. If a person serving in a supervisory capacity in a specific work area reverts to an assignment with the working crew in a work area, he/she shall have seniority rights established in said crew on the basis of seniority earned while serving as a member of the regular work force plus the seniority which he/she accrued while serving as a supervisor.
- G. Total seniority rights, exclusive of classification and bargaining unit seniority, shall be accumulated by Employees while serving in a supervisory capacity outside the bargaining unit. Classification seniority and Bargaining Unit seniority earned while in the unit shall be frozen and available for use in the event of return to the bargaining unit.
- H. If an Employee voluntarily wishes to return to his/her former classification after ninety (90) days, he/she will not be placed unless a vacancy exists.
- I. In the event of a layoff, per Article 20.B of this Agreement, the employee with the least bargaining unit seniority in the classification where the layoff is to occur shall be laid off first. If an Employee to be laid off has had prior satisfactory work experience in a lower classification included within the bargaining unit, he/she shall be retained in lieu of an Employee in the lower classification who has less seniority within the bargaining unit.

If the classification where the layoff is to occur is within the sequence of Custodial Supervisory Classifications (i.e. Custodial Supervisor [including General Supervisor], Custodial Working Supervisor or Custodial Supervisor Trainee), the employee to be laid off will be allowed to displace the employee with the least bargaining unit seniority in the next lower classification within that sequence. The same applies to Landscape Supervisory classifications .

- J. The seniority list on the date of this Agreement will include the name and job titles of all Employees of the unit with notation of their classification, bargaining unit, and total, seniority.
- K. The Employer will keep the seniority list up-to-date at all times and will provide the Local Union with up-to-date copies every six (6) months.

- L. When 517-M *custodial* supervisor rebids occur, classifications covered by the 517-M Collective Bargaining Agreement (excluding landscape, laborer and supervisor trainee classifications) (including Custodial Supervisor & General Supervisor classifications) will be considered equally eligible to bid, and rebids will be awarded based on bargaining unit seniority.

#### **Article (16) SENIORITY OF OFFICERS**

- A. Notwithstanding their position on the seniority list, the President, Vice President, Financial Secretary, Recording Secretary, and Stewards of the Local Union shall, in the event of a layoff only, be continued at work at all times provided they can perform the work available.
- B. For the purpose of correct and up-to-date inclusion of such Employees on the seniority list, the Local Union shall submit a list of Officers and designated Stewards after each election, as well as notify the Employer promptly of any changes in this listing.

#### **Article (17) STEWARDS AND ALTERNATE STEWARDS**

- A. Employees in the bargaining unit shall be represented by one Chief Steward and one Shift Steward who shall be regular Employees working in the bargaining unit.
- B. In the absence of the Steward an alternate may be appointed by the Local Union President.
- C. The Steward, during his/her working hours and without loss of time and pay may, in his/her own area of jurisdiction only, investigate and present grievances to the Employer. The privilege of the Steward leaving his/her work during working hours without loss of time or pay is subject to the understanding that such time will be devoted to the expeditious handling of grievances and will not be beyond reasonable limits. The Steward shall not leave work for grievance purposes as provided in the grievance procedure without first notifying the Supervisor. The Supervisor shall be provided location, and approximate time off.
- D. There shall be no additional payments of any kind to any Employee for time devoted to grievance handling or to bargaining after working hours.

#### **Article (18) TIME OFF FOR UNION OFFICERS AND DELEGATES**

- A. Upon giving at least one (1) week's prior written request to the Employer, one (1) officer or representative of the Local Union may be afforded reasonable time off without pay to assist in the executive affairs of the Union. However, the Employer need only grant such leave time when the work load permits.

- B. In addition, upon receiving at least one (1) week's prior written request, one (1) officer or representative of the Local Union may be granted a leave of absence (with pay, provided the subject is currently in active pay status) to attend a Union Conference or Convention. The total number of working days granted for such purpose shall not exceed five (5) days in any one (1) fiscal year.

**Article (19) JURY DUTY**

- A. An Employee called for jury duty, or whose appearance in court is required by subpoena, will be paid 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.
  - 1. The Employee may, if he/she wishes, charge any of this time to his/her Vacation Bank and retain the court fee.
- B. To request University pay for the difference between payment by the court and the University salary, the staff member shall:
  - 1. Bring the court summons to the University Employment Services Office
  - 2. Sign an affidavit that court fees he/she receives will be turned over to the University.
  - 3. Bring court checks and court Time Reports to the University Employment Services Office when his/her court duty is terminated.
- C. To charge jury duty or other required court appearance to vacation, the Administrative Head shall send Form 788-B, the Time/Exception Report, to the Payroll Department, listing date 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 (20) REDUCTION OF WORK FORCE AND RECALL**

- A. When there is a reduction in the work force, the following procedures shall be followed: Probationary Employees will be laid off on a classification basis provided the seniority Employees are able and qualified to perform the available work.
- B. Seniority Employees will be laid off by unit (i.e. Grounds/Custodial), according to seniority in their classifications, provided the greater seniority Employees are able and qualified to perform the available work. The General Supervisor and Custodial Supervisor classifications will be considered the same for Article 20 purposes.

- C. In appropriate cases exceptions may be made by mutual agreement of Management, the Union, and the Employee.
- D. Employees to be laid off for an indefinite period of time will have at least thirty (30) calendar days notice in writing of layoff. In emergency situations which prevent such notice, the Employee may charge lost time during the initial thirty (30) calendar day period to either his/her vacation or illness bank. The Employer agrees to provide the Union with a list of the Employees being laid off on the same date the notices are issued to the Employees.
- E. When jobs are restored after a layoff, Employees will be recalled according to inverse order of layoff, provided they are able and qualified to perform the available work. All seniority employees shall enjoy 18 months of recall rights.
- F. Notice of recall shall be sent to the Employee at his/her last known address by registered or certified mail. If an Employee fails to report for work within five (5) working days from the date of delivery of notice of recall, he/she shall be considered a quit. This period shall be extended three (3) additional working days for cause.

#### **Article (21) AUTOMATIC RESIGNATION**

The following constitute voluntary resignation:

- A. Written notice of resignation.
- B. An Employee failing to report to work for three (3) consecutive working days without notice to the Employer. However, if after investigation, it is found that the Employee had a reasonable excuse for such absence from duty he/she shall be reinstated and will not suffer any loss of earned benefits.
- C. An Employee failing to report within 5 work days of recall notice sent by certified mail, or immediately upon return of undelivered mail, shall be deemed a voluntary quit. The Employee shall keep a proper address and phone number with the department.

#### **Article (22) HOLIDAYS**

- A. The following shall be recognized as official University paid holidays: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Dr. Martin Luther King Jr.'s Birthday, and Memorial Day and 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 one (1) week's 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. When one of the holidays indicated above falls on a Saturday or Sunday, another day shall be observed as the holiday.

- C. The holiday shall be the consecutive twenty-four (24) hour period starting with the Employee's starting time on the calendar day on which the holiday is observed.
- D. An Employee shall receive no pay for the holiday if, on either of the scheduled work days immediately before or after the holiday he/she absents himself/herself for any portion of such work day in excess of three (3) employment hours and the absence is for reasons other than paid sick leave, vacation or leave with proper permission.
- E. If an Employee works on any of the holidays above mentioned, his/her total compensation shall be One Hundred and Fifty (150%) percent of his/her basic or hourly rate plus eight (8) hours for the holiday pay.
- F. When a University holiday falls during an Employee's vacation, he/she shall be paid for the holiday and it shall not be deducted from his/her Vacation Bank. The unused vacation day may be used at another time to be arranged with the appropriate Supervisor.

**Article (22A) CHRISTMAS-NEW YEAR'S CLOSURE/EMERGENCY CLOSURE**

- A. Employees will be given time off their regularly scheduled work days between Christmas and New Year with pay. An Employee required to work any of these days will be given compensatory time off at a later date, or, at the discretion of the University, pay in lieu of compensatory time. 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.
- B. Employees scheduled to work during Christmas/New Year's Closure will receive advance notice as soon as possible, but not less than a 14 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.

The provisions of Article 11.E. shall apply to call-ins and work outside of the normal day shift hours (all shifts ordinarily work days during closure.)

- C. Overtime worked during closure (i.e., more than 8 hours per day or 40 hours in the work week) will be compensated at time and one-half. On the sixth day worked, the employee shall receive time and one-half, and on the seventh day worked, the employee shall receive double time.
- D. An Employee required to work on any day on which the University has declared that the campus is closed will be paid his/her regular wages for that day and be given compensatory time off at a later date.
- E. Due to the nature of the work assignment and the importance of maintaining the operations of the University, members of the bargaining unit are expected to report to work despite a weather or other emergency which might prohibit access to the University by other employees or students.

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 emergency 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 emergency closure.

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

**Article (23) VACATION**

A. Vacation schedules are arranged by the Division Head, or his/her designated representative, taking into account the Employee's preference and the work load in the Division. If there is a conflict in the scheduling of vacations, seniority will prevail. If possible, two (2) or more Employees in a similar classification may be scheduled for vacations during any given time period.

B. The Vacation Table listed below shall apply to all Employees represented by Local 517-M. 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 through 4 years	12 days	23 days
5 through 10 years	15 days	23 days
11 through 15 years	20 days	23 days
16 or more years	23 days	23 days

C. Vacation allowance shall be credited at the end of six (6) months of service. Thereafter, vacation days shall accrue at the end of each pay period completed without loss of pay.

D. Employees shall take vacation in blocks of five (5) days or more with the option of taking up to seven (7) days during the calendar year at the rate of less than five (5) days at a time subject to conditions in paragraph A above.

E. Vacations will be taken in the year in which they are earned. However, if approval is given in writing by the Director, vacation time may be accrued up to the maximum stated in paragraph B above. An employee who requests vacation time off at least 60 days prior to reaching the accrual maximum and has such request denied by the University, will be assured that another vacation period will be established within that sixty (60) day period, in order to ensure that no vacation time is lost. An Employee prevented from using vacation during the sixty (60) day period (only by reason of extreme operational necessity) will be paid an amount equal to each subsequent lost accrual.

- F. 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.
- G. 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 date of issuance of advance check.

## **Article (24) LEAVES OF ABSENCE**

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. FMLA application/approval does not relieve an employee of that responsibility.

The following types of leave of absence will be approved by the Employer:

- A. Military Leave - Long Term: In the event an Employee is called to extended active duty for more than seventeen (17) days as a member of a reserve component, National Guard, by being drafted, or by voluntary enlistment, a leave of absence without pay shall be granted for the extent of the military duty with re-employment rights and benefits in conformance with Federal statutes.

Short Term: Regular Employees who belong to the National Guard, Officers Reserves 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 their military pay is less. The Employee will receive full pay if such short-term military leave is taken and charged to his/her vacation.

- B. Illness Leave:
  - 1. In the event an Employee is away from his/her assignment because of personal illness verified by medical authority, including one designated by the Personnel Office if it deems it necessary, said Employee will be permitted to utilize his/her accumulated illness bank and his/her vacation bank.

2. In the event no further benefits are available to provide full pay, the Employee will be placed on an illness leave of absence for the extent of the illness up to a maximum of one (1) year and will be returned to his/her assignment or one of comparable stature provided he/she is approved for return by the medical examiner of the Employer as being in approximately the same state of health as existed prior to his/her illness.
  3. If any illness or injury arises out of or in the course of his/her employment, an Employee is entitled to a leave of absence not in excess of two years from the date on which the absence began or two years from the claim for or payment of workers' compensation, whichever is earlier.
  4. In the event that the condition of an Employee's health or physical condition has been altered as a result of his/her absence, efforts shall be made to find a position commensurate with his/her physical capacity.
  5. In the event that a disability extends past the 12-month period, the Employee, upon recovery, shall be able to exercise the option to return to a comparable position as soon as a vacancy occurs in the Bargaining Unit provided he/she is approved for return by the medical examiner of the Employer as being in approximately the same state of health as existed prior to his/her illness.
  6. To return to work, the Employee shall:
    - a) Notify: (1) the designated department main office and (2) the designated Human Resources unit, 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.
- C. Education Leave of Absence for Veterans: Employees will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years without pay in order to attend school full-time under applicable Federal laws in effect on the date of this Agreement. Seniority rights shall continue in effect during leave.
- D. Personal Leave of Absence: Leave 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, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves 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.
- E. Family & Medical Leave Act: The Employer recognizes its responsibility for implementing the Act in accordance with all rules and regulations as provided under the law.

## **Article (25) 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.

\* Immediate family, for this Article only, shall be defined as: Mother, father, sister, brother, spouse and children. Grandmother, grandfather, mother-in-law and father-in-law shall be considered members of the immediate family if living in the Employee's household.

- B. One (1) day of bereavement leave, not charged against the illness bank, may be used for the bereavement of other family members who are related and living in the Employee's immediate household, for whom the Employee has assumed financial responsibility and declares them as a dependent for Federal income tax purposes.

## **Article (26) ILLNESS BANK**

- A. An illness bank, specifically set up to provide income for an Employee during periods of personal illness or emergencies that arise within his/her family, shall be set up and accumulated as follows:

1. Sick days shall accrue as follows:

- a) Illness days shall accrue at the rate of .65 for each pay period completed without loss of pay.
- b) The Illness Bank shall accrue to 200 days.
- c) A newly hired Employee accrues illness days from date of hire which can be utilized after 90 days of employment consistent with the terms of this Agreement.

- B. The Employer agrees to pay all Employees one-half ( $\frac{1}{2}$ ) of their accumulated unused sick days in cash upon retirement up to a maximum of pay for thirty (30) days. After completion of five (5) years of continuous active service, upon separation from the Employer's service for reasons other than retirement, the Employer shall pay the Employee one-quarter ( $\frac{1}{4}$ ) of his/her accumulated sick days up to a maximum of pay for fifteen (15) days provided that the Employee has given the Employer two (2) weeks notice of intent to separate. However, any Employee hired on/after March 4, 1988 shall not be entitled to the payout of the Illness Bank upon resignation.

- C. In addition to excused absence for personal illness, the Illness Bank may also be used for the **Special Needs** listed below. A total of five (5) days per fiscal year may be used for the special needs listed below, #1-6 (verification may be required for special needs #1-5):

1. Death of a member of the immediate family\* (up to 5 consecutive 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 2 consecutive working days).
4. Attendance at the funeral of a person not in the immediate family\* (up to 1 working day).
5. An emergency medical or dental appointment.

Where a situation exists which is not covered by these relationships, determination will be made by a designated representative of the Labor Relations Department.

6. **Any Purpose Days:** Employees who have completed nine (9) months of service may use up to two (2) days during the fiscal year for any personal reason. Such days will be charged to the Employee's Absence-With-Pay bank 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. An Any Purpose Day cannot be used on any day that an Employee's request for leave (for that same day) has previously been denied.

\*Immediate family, for this Article only, 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) DEATH**

- A. When death is the cause of termination of employment, the following payments will be made when appropriate:
  1. Any earned and unpaid wages at the time of death.
  2. Any unpaid vacation days that had accrued.
  3. If the deceased Employee had ten or more years of service, the widow(er), children or estate shall be paid for one-half ( $\frac{1}{2}$ ) of the days accumulated in the Employee's Absence-With-Pay bank, not to exceed 30 days pay.
  4. The Employee's accrued vacation pay and accrued time in his/her illness bank, shall be paid to his/her surviving spouse, if any, and if none, to surviving children, and if none, to surviving siblings, and if none, to his/her estate, unless otherwise designated.

- B. The surviving widow/widower, if a covered dependent, shall have the option of continuing the group major medical coverage elected by the deceased Employee (including covered dependent children up to age 18 years) provided the deceased Employee had five (5) or more years continuous participation within the University's major medical program. Election of this option for continued coverage shall be available for a period of thirty (30) days after the end of the month in which insured Employee expired. The group rate will be paid in full by the survivor. The University shall notify the surviving dependent(s), in writing, of this option. This option for continued medical insurance terminates upon the remarriage of the survivor.
- C. In the case of death of a member of the bargaining unit who has compensation days due, if that death occurs within sixty (60) days of the time they were earned, the University shall pay all of those compensation days to the Employee's estate or widow(er). If, however, the death occurs after sixty (60) days and the days have not been taken, then the University shall not be liable for the payment of said days. A member may use his/her compensatory days within sixty (60) days after the days have been earned.

#### **Article (28) MANDATORY SICK LEAVE**

- A. The Director of Employment Services may direct that an Employee be placed on Mandatory Sick Leave whenever there is sufficient evidence as determined by the selected University Physician to indicate that the affected person is suffering from a physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of his/her University position.
- 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 the Employment Services Director shall be obliged to bring the matter promptly to the attention of the University Employment Services Office.
- C. The Employee shall be entitled to appeal his/her placement on Mandatory Sick Leave. The Employee has the option of consulting with his/her personal physician at their own expense. If the findings of the Employee's personal physician conflicts with the findings of the University physician, the matter may be referred to a third, impartial physician to be selected by the University and the Union. The cost for the services of the impartial physician shall be shared equally between the University and the Union.

#### **Article (29) PHYSICAL EXAMINATIONS**

- A. Physical examinations shall be given at the University Health Service or designated health provider, by appointments arranged through the University Employment Services Office under the following conditions:

1. Prior to assignment or reassignment or reclassification, all 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 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) Upon return from Workers' Compensation
  - f) Prior to placement on income disability
  - g) Prior to mandatory sick leave

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

3. A mandatory physical examination at University expense shall be scheduled in cases where the supervisor/foreman or administrative head has reason to believe that an Employee is suffering from physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of his/her University position.

### **Article (30) MEDICAL INSURANCE**

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

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. The employer may, but is not required to, eliminate Omnicare 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.

- B. An Employee wishing coverage under one of the above plans must file an application within the first month of employment. The effective date of coverage is the first (1st) of the month following enrollment. In the event the Employee fails to apply within the first (1st) month, such Employee will be required to wait until the first of the month following ninety (90) days after application or until the next open enrollment period, depending upon the plan's requirements.
- C. Any pre-existing conditions of the Employee shall be covered by the newly elected plan.

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 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 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.

- D. 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 external alternative 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, (\$100.00) per month in lieu of medical insurance coverage. The monthly payment is contingent on the Employee being covered by external medical insurance that is not a Wayne State University offered plan. If the Employee is covered under a Wayne State University plan (either as an Employee or dependant) the Employee shall not be eligible for the monthly payment.

With the exceptions listed below, 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

requirement. The exceptions to this waiting period are:

1. The death of a spouse or other person with whose insurance plan the Employee maintains coverage, and
2. 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.

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

Medical Insurance

\$20.00 co-pay for office visits

\$20 co-pay on Urgent Care visits;

\$100 co-pay on Emergency Room visits; nothing if admitted to the hospital.

Prescription Drugs

\$5/\$20/\$45 co-pay for prescription drugs;

Members may purchase prescription drugs with a mail order option

F. VISION CARE INSURANCE Effective on the first day of the first full month following ratification of this 2007 Agreement (or as soon as possible afterwards), 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. The University shall subsidize the cost, at the rate of 50%.

G. INTERLOCKING ENROLLMENTS

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

H. OTHER ELIGIBLE PERSON ("OEP") PROGRAM

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 (31) LIFE INSURANCE**

- A. All Employees in full-time positions will 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 Options No. 1, 2, 3, or 4 below...:

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.

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

- B. Employees shall have the privilege of conversion of remaining amount of their group life insurance to any standard policy issued by the insurance company without physical examination.

### **Article (32) DENTAL INSURANCE**

- A. The Employer shall provide dental care coverage to all Employees enrolled in a University-offered medical plan. Coverage is described in the contract between the Employer and its dental carrier. Employees should enroll themselves and their dependents at the time of hire. S.E.I.U. Local 517-M employees will have the same dental coverage as AAUP-AFT.

The University shall provide dental care coverage as presently described in the University's dental care contract with Delta Dental of Michigan to eligible enrolled members of the bargaining unit. 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.

The benefits offered under the dental insurance include:

- Sealants for dependent children
- Orthodontia limit for dependent children 19 and under increased to 50% of up to \$2,000 (lifetime maximum per dependent child of \$1,000)
- Routine x-rays at Class 1 level – 100%
- Class 2 level benefits increased to 90% (oral surgery, endodontic, periodontic, and restorative services)

Coverage will be effective on the first day of the month coinciding with or next following the date of employment, except when the bargaining-unit member is absent from work on what otherwise would be the effective date. In such case, it shall not become effective until the first day on which he/she is actively at work on his/her regular schedule.

- B. The Employer shall consult and agree with the Union prior to canceling or changing dental coverage carriers.

C. INTERLOCKING ENROLLMENTS

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

**Article (33) INCOME DISABILITY PROGRAMS**

A. Eligibility requirement for participation in the short-term and long-term Income Disability programs shall be a minimum of one (1) year of regular full-time service with the University.

B. Employees shall be entitled to full pay during periods of disability for the number of days accrued in their Absence-With-Pay and Vacation Banks. Any unused vacation remaining through 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 Absence-With-Pay Bank through the end of the sixth month of continuous disability, the Employee will be paid the difference between his/her full-time salary and the amount payable by the insurance carrier.

C. Short-Term Disability

1. Upon exhaustion of the Absence-With-Pay and Vacation Banks 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 \$500 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 Major Medical and Life Insurance premium deductions.

4. If the Employee is in the University Retirement Plan, deductions and contributions shall continue based on the Short-Term Disability salary.

5. 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 23.C & 26.A.1.

D. Long-Term Disability

1. If the disability continues and the long-term income disability insurance carrier approves the disability claim, long-term income disability benefits will be paid starting the first of the month following 180 days of continuous disability. The benefits will be paid as long as the disability continues or until the affected individual retires, but in any case not beyond full Social Security retirement age.

However, if the disability commences after the Employee reaches age sixty-three (63), the benefits will continue as provided by the disability insurance carrier.

2. The individual shall receive a monthly income benefit which, including any disability benefits from social security, workers' compensation, and/or a mandatory "no fault" automobile insurance plan, is equal to 66 2/3% of the person's basic salary, up to \$7,000 per month.
3. The monthly income benefit shall never be less than the greater of \$100, or 10% of the benefit based on Monthly Income Loss before the deduction of Other Income Benefits.
4. The University 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.
5. If the Employee is in the University Retirement Plan, the disability 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 not exceed 15% of the said monthly salary.
6. The decision of the carrier shall not be grievable to the University.

### **Article (34) RETIREMENT**

Effective sixty (60) calendar days after the ratification of the 2011-2015 Agreement, fractional and full-time Employees who have attained twenty-six (26) years of age shall be eligible to participate in the University-sponsored retirement programs with University contribution.

Fractional or full-time Employees, immediately upon employment, may participate in the retirement program on an individual basis with University contribution. 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.

- A. 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).
- B. 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 premium.
  - 3. Pay for unused accrued vacation days.
  - 4. Payment for one-half ( $\frac{1}{2}$ ) of the accumulated Illness Bank up to a maximum of thirty (30) days pay.

#### **Article (35) TUITION ASSISTANCE PROGRAM**

- A. As part of the University policy to encourage staff members to further their formal education, the Tuition Assistance Program for Employees was established.
- B. Tuition assistance will apply to tuition fees only. Incidental fees such as laboratory fees, etc., which may be charged are the responsibility of the Employee. Failure to meet and maintain the eligibility requirements for tuition assistance will result in the benefit forfeiture and the benefit amount will be recovered by payroll deductions or other appropriate means.
- C. The application forms will be available at the Total Compensation & Wellness (TC&W) Office, as well as eligibility requirements and any additional information that may be necessary.
- D. Tuition Assistance will provide for two (2) courses or six (6) credit hours, whichever is greater, per semester for two semesters, and one course or four (4) credit hours, whichever is greater, for one semester during the academic year. There will be no waiting period for eligibility of full-time Employees. To assure that employees are not assessed late fee(s), participating Employees should file their application with TC&W during the Priority Registration period.

E. Eligibility:

1. All full-time salaried Employees on the Wayne State University payroll as of the last day of Open Registration.
2. College admission requirements must be met.
3. Applications must be submitted prior to the end of the term for which tuition assistance is requested.
4. Courses must be taken after normal working hours unless the Dean/Division Head verified:
  - 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 it up. (Working during lunch will not satisfy the make-up arrangement.)
5. Any employee who is terminated, leaves employment with the University during the term of Tuition Assistance, not including layoff or leave of absence, or who fails to successfully complete a course in which they enroll, will thereby forfeit their tuition assistance for said course and be required to reimburse the University promptly for the appropriate amount of tuition and any other applicable fees. Failure to remit the total amount due will render the Employee ineligible for continued participation in the Tuition Assistance Program.

Any employee required to reimburse the University may, upon receipt of a bill indicating the balance due, exercise the option of (1) paying the balance in full upon receipt of the bill or (2) contacting the Department of Student Accounts Receivable within 20 days from the issue date of the bill in order to make arrangements for payment of the balance due. When such arrangement is made, the Employee will be required to make an initial payment towards the balance at that time.

In the event no payment arrangements are made or the Employee fails to adhere to any such arrangement, the University may deduct monies owed from an Employee's payroll check up to a maximum of 10% of the Employee's net check after the deduction of taxes, medical premiums and life insurance premiums.

Upon the separation of any Employee who has a balance owing, the University may fully recoup that balance through payroll deduction. Upon the layoff of any Employee who has a balance owing, the University may recoup monies owed through payroll deduction, up to a maximum of 10% of the Employee's net check after the deduction of taxes, medical premiums, and life insurance premiums.

6. Graduate school tuition assistance shall be subject to applicable taxation requirements, if any, of the Internal Revenue Service.
7. Passing grade must be obtained (A, B, C & D, S or P for Undergraduate; A, B, & C for Graduate). 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.

8. Graduate Tuition Assistance for dissertation, thesis, essay or other unstructured courses (for example, BCH 796 Research or CED Internship) is limited to a maximum of 6 credit hours per term.
9. The spouse of any bargaining unit member, and/or children less than twenty-six (26) years of age, who are 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 Benefits Administration. In order to be eligible for tuition assistance, a passing grade must be obtained, as outlined above in Section E.7.

### **Article (36) BULLETINS**

- A. The Union shall have the right to the use of bulletin boards placed at designated locations by the Employer for the publishing of notices pertaining to the conduct of Union affairs of the following types:
  1. Notices of Union recreational and social events.
  2. Notices of Union elections.
  3. Notices of results of Union elections.
  4. Notices of Union meetings.
  5. Job Postings.

- B. In the event a dispute arises concerning the appropriateness of material posted on the Union Bulletin Board, the President of the Union will be advised by the Employment Services Office of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

### **Article (37) PERSONNEL FILE**

- A. Each Employee shall have the right upon written request to examine the contents of their own personnel file as maintained by the Division of Human Resources and as maintained by their Department or Division, the only exclusion being confidential pre-employment credentials of an evaluative nature. The Employee shall make an appointment with the Division of Human Resources or the Department or Division Head to examine their personnel file. The Employee may be accompanied by a representative of the Union if the Employee so desires. The Employee may designate, in writing, that they desire a representative of the Union to examine their file in their absence, and the representative shall be allowed to examine the file.
  - 1). No official report, nor any derogatory statement about an Employee, shall be filed unless the Employee is sent a dated copy. The Employee has the right to submit a response to the report or statement, and such a response shall be attached to and filed with the report or statements in the Employee's file.
  - 2). Each Employee shall have the right to place in his/her personnel file material which attests to his/her proficiency and experience.
  - 3). At the Employee's request, the Employer shall reproduce any material in his/her personnel file except confidential pre-employment credentials of an evaluative nature, provided that a reasonable duplication fee is paid by the Employee.
- B. In imposing discipline on a current charge, the University will not take into account any prior infractions of which it has knowledge that occurred more than two (2) years previously.
- C. After the completion of the Probationary period, an Employee may be disciplined or discharged only for just cause. Written notice of discipline or discharge must be sent to the Employee with a copy to the Union.

### **Article (38) HEALTH AND SAFETY**

- A. Both parties hold themselves responsible for mutual, cooperative enforcement of published safety rules and regulations.
- B. Should an Employee feel that his/her work requires him/her to work under unsafe or unhealthy conditions, he/she shall report the conditions to his/her immediate next-in-command supervisory official for the proper action. If the matter is not adjusted satisfactorily, the grievance procedure will then be instituted.

## **Article (39) SCHEDULE OF WAGES**

The schedule of wages for Employees in the classifications covered by this Agreement shall be in accordance with the following:

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 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 the date of ratification.**

**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 January 31, 2016.**

**2017-2018\*- 1.5% 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 January 31, 2017.**

**2018-2019 -- 1.5% 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 January 31, 2018.**

\*It is agreed that the Union and University reserve the mutual right to cause compensation (wage and/or medical and dental benefits) provisions to be reopened for bargaining by giving notice to that effect by October 31<sup>st</sup> of contract year two or three of this Agreement, in which event these compensation provisions may be changed by agreement, to be effective no later than February 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) via 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%.

		<b>Effective 04/01/15</b>	<b>Effective 02/01/16</b>	<b>Effective 02/01/17</b>	<b>Effective 02/01/18</b>
	<b>Current</b>	<b>1.50% ATB</b>	<b>1.50% ATB</b>	<b>2.0% ATB</b>	<b>2.0% ATB</b>
General Supervisor	\$ 20.98	\$ 21.29	\$ 21.61	\$ 22.04	\$ 22.48
Custodial Supervisor	\$ 20.37	\$ 20.68	\$ 20.99	\$ 21.41	\$ 21.84
Custodial Working Supv.	\$ 20.02	\$ 20.32	\$ 20.62	\$ 21.03	\$ 21.45
Laborer Supervisor	\$ 20.14	\$ 20.44	\$ 20.75	\$ 21.17	\$ 21.59
Laborer Working Supv.	\$ 19.84	\$ 20.14	\$ 20.44	\$ 20.85	\$ 21.27
Landscape Supervisor	\$ 20.57	\$ 20.88	\$ 21.19	\$ 21.61	\$ 22.04
Landscape Working Supv.	\$ 20.25	\$ 20.55	\$ 20.86	\$ 21.28	\$ 21.71
Supervisor Trainee (Start)	\$ 19.45	\$ 19.74	\$ 20.04	\$ 20.44	\$ 20.85
Supervisor Trainee (After 6 Months)	\$ 19.64	\$ 19.93	\$ 20.23	\$ 20.63	\$ 21.04

- C. At the University's discretion, bonuses may be awarded to Employees in recognition of special efforts.
- D. If, in its discretion, the University decides to assign to members of Local 517-M the sole supervision of lighting maintenance technicians (LMT's), including but not limited to keeping time sheets and attendance records, then the University shall negotiate a wage increase for these extra duties in advance of the assignment. The amount of that increase shall not be subject to the provisions of Art. 43.

Per 2011 contract negotiations, an additional \$1.30 per hour shall be paid to the Swing (Relief) Custodial Supervisor who is assigned supervision of the lighting maintenance technician crew (LMT's-see Letter of Agreement #14).

#### **Article (40) SHIFT DIFFERENTIAL**

- A. Employees working the afternoon shift shall receive premium pay of ten (\$.10) cents per hour; Employees working the midnight shift shall receive premium pay of thirty (\$.30) cents per hour.

- B. The afternoon shift shall be any shift that regularly starts on or after 11:00 a.m. and before 7:00 p.m.; the midnight shift shall be considered any shift that regularly starts on or after 7:00 p.m. but before 4:00 a.m. A shift shall be considered to be a regular one if it is of seven (7) or more calendar day's duration.
- C. Classification seniority will be used in determining shift preference.
- D. Employees working on seven (7) day operations shall receive premium pay of twenty-five (.25) cents per hour. Such premium shall be included in computing holiday, overtime and vacation pay.

#### **Article (41) SPECIAL CONFERENCES**

Special Conferences under this Agreement between the Union and the University are encouraged for working out mutual problems. Special Conferences for various matters will be arranged between the Union's President and a designated representative of the Labor Relations Department, upon request of either party. Such meetings shall be between the representatives of the University and the two representatives of the Union. More members of the Union may attend by mutual agreement. Special Conferences shall be arranged in advance and shall be held within ten (10) working days of the request for the conference. The ten-day limit may be extended by mutual agreement. An agenda for the matters to be discussed at this Special Conference shall be presented at the time the conference is requested. The matters taken up at the Special Conference shall include only those items on the agenda.

#### **Article (42) GENERAL PROVISIONS**

- A. The Union shall have a representative on the Fringe Benefits Study Committee which concerns itself with such matters as insurance, retirement, policies and procedures, and on other committees mutually agreed upon. Appropriate advance written notification of date, place, and time of meeting shall be made via the Union President or his/her designee.
- B. Officers and members of the Executive Board participating in negotiations, meetings, and grievance proceedings shall receive their regular pay while so occupied, during the course of their regular working hours.
- C. Should the University initiate a four (4) day work week program, it will only be during the months of May through August. During this period Exception Reports for illness and vacation bank utilization will reflect the longer day as 1.25 days for Employees in a four (4) day work program.
- D. There shall be no loss of contractual benefits or increase in weekly work time as a result of the ten (10) hours, four (4) day schedule.

## **Article (43) GRIEVANCE PROCEDURE**

- A. A grievance, subject to the following procedure, shall include any and all disciplinary action taken by the University, except for discipline of probationary Employees, and any and all questions and disputes involving contract interpretation. A grievance may be filed by the Steward on behalf of all Employees similarly situated in which event processing of said grievance will begin with the second step provided herein.

In the event the University does not respond to a grievance within the time limits set forth herein, the Union may appeal the grievance to the next appropriate step of the Grievance Procedure. A grievance not appealed to the next progressive step of the Grievance Procedure within the specified time limits after receipt of a disposition shall be considered settled pursuant to such last step answer or withdrawn without prejudice (W.W.P.).

### **Step 1.**

An Employee having a grievance shall present it to his/her Supervisor within five (5) working days of its occurrence or within five (5) working days of the date it is reasonable to assume that he/she became aware of it. The Employee has the right to request that the Steward be called without undue delay for the purpose of attempting to adjust the grievance and to be accompanied by the Steward. The Supervisor shall respond orally within five (5) working days following the discussion. If satisfactory settlement is not reached,

### **Step 2.**

The Employee or Steward shall reduce the grievance to writing on forms supplied by the Employer and submit same to the Director of the Unit or a designated representative within five (5) working days of receipt of the Supervisor's answer, or in the case of a grievance filed by the Steward on behalf of all Employees similarly situated, within five (5) working days of the date it is reasonable to assume that the Union became aware of it. Each party's representative shall be responsible for making certain that all relevant contentions and evidence, that are available at the time and have been developed and considered, are presented at Step 2. The grievance shall be signed by the aggrieved Employee or Employees and shall set forth the subject of the grievance (what happened?), the date of the infraction, the aggrieved Employee (if applicable), the article of the contract that has allegedly been violated (and how), the adjustment sought, and the facts necessary to support the grievance.

The Director or his/her designated representative shall call a meeting with the Grievance Committee, not to exceed three (3) in number, in addition to the President and Secretary, within five (5) working days of receipt of the grievance. The Director, or his/her designated representative shall give his/her answer in writing within three (3) working days of this meeting. If satisfactory settlement is not reached,

### **Step 3.**

The grievance shall be presented by the Union to the designated representative of the Labor Relations Department, within ten (10) working days of receipt of the University's written answer, who shall call a meeting within five (5) working days of receipt of the appeal. Such designated representatives, shall meet with the Union representatives, not to exceed three (3) in number. The designated representative of the Labor Relations Department shall give his/her answer in writing within three (3) working days following the meeting. If satisfactory settlement is not reached,

#### Step 4.

If the grievance has not been resolved in the foregoing steps and the Union desires to carry it further, the matter may thereupon be referred to a Pre-Arbitration Hearing by appealing the grievance within five (5) working days of the answer given at Step 3. The Pre-Arbitration Hearing shall be held within ten (10) working days after the appeal or as mutually agreed.

The Pre-Arbitration Committee shall consist of two (2) representatives selected by the Employer and two (2) representatives selected by the Union. In the event the Pre-Arbitration Committee above described is unable to arrive at a mutually acceptable solution to the grievance, the Employer's and the Union's representatives on the Pre-Arbitration Committee shall jointly submit the dispute to arbitration under the Voluntary Labor Arbitration Rules, then obtaining of the American Arbitration Association. If the Employer or Union representatives refuse to join in such submission, either may demand arbitration, thus unilaterally invoking the process.

#### B. Arbitration

The grievance may be submitted to the American Arbitration Association for the processing of said grievance through arbitration in accordance with the Rules and Regulations of the American Arbitration Association, within fifteen (15) calendar days after the Pre-Arbitration meeting. Notice of submission to arbitration shall simultaneously be given to the University. Any grievance not appealed to arbitration within the fifteen (15) calendar days shall be considered settled.

1. The jurisdictional authority of the arbitrator is defined and limited to the determination of a grievance which involves a controversy arising under this Agreement and is submitted to him/her consistent with the provisions of the Agreement. The arbitrator shall have no power to add to or subtract from, or modify any of the terms of this Agreement.
2. Any oral or documentary evidence and other data deemed relevant by the arbitrator may be received in evidence.
3. The decision of the arbitrator shall be final and binding on both parties and the award of the arbitrator rendered within his/her authority and jurisdiction shall be enforceable in accordance with the laws of the State of Michigan.

4. With the exception of arithmetic and/or computing error, the University shall not be required to pay back wages for more than thirty (30) working days prior to the date a written grievance is filed. All claims for back wages shall be limited to the amount of wages that the Employee otherwise would have earned, less any unemployment compensation or wages for personal services that he/she would otherwise not have earned during the period in question.
5. The cost of arbitration as billed by the American Arbitration Association shall be shared equally.

Should the Union withdraw a grievance (that has been appealed to arbitration) within 30 days of the hearing, they shall be responsible for all post-filing penalties related to the subject grievance.

- C. Whenever the words "working days" are used in this Article they shall be deemed to mean Monday through Friday excluding officially designated holidays or any such day the University is officially closed.
- D. 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 above and request that the grievance or dispute be submitted to Expedited Arbitration. Each party may exercise the option of Expedited Arbitration no more than twice per contract year except by mutual agreement.

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 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 five (5) to be immediately established by the parties upon the close of negotiations. This panel shall remain in effect throughout the life of this agreement.

Arbitrator Panel: Mark Glazer, Deborah Brodsky, Richard Block, Ruth Kahn, Stanley Dobry.

- E. **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 (44) SAVINGS CLAUSE**

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; upon the issuance of such a decision the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

## **Article (45) WORKER'S COMPENSATION**

The Employer, in accordance with statutory requirements, provides Worker's Compensation if an employee is injured in the course of employment by providing for a continuation of a portion of the Employee's wages.

Worker's Compensation benefits will be supplemented by accrual illness days until they are exhausted to maintain regular after tax net income. When accrued illness days are exhausted, accrued vacation days will be used to supplement worker's compensation benefits until the bank is exhausted. Such accrued illness or vacation days will be depleted on an hour-for-hour basis.

Employees will not accrue additional illness or vacation days while they are receiving worker's compensation benefits.

If placement is possible, the Employee may be placed into any University position for which he/she is qualified.

## **Article (46) FLEXIBLE SPENDING ACCOUNTS**

The University shall provide a program for flexible individual spending accounts for (1) medical expenses not reimbursed by insurance and (2) dependent care in accordance with applicable IRS regulations.

As of January 1, 2001, Bargaining Unit members are eligible to participate in the University's Flexible Spending Account with the University paying the administrative fee.

## **Article (47) PERFORMANCE EVALUATIONS**

- A. The job performance of Employees will be evaluated periodically on forms developed by the Employer, and may also be evaluated informally as necessary.
- B. The Employee will receive a copy of the Performance Evaluation upon which the evaluation is made and have an opportunity to respond to the evaluation.
- C. Performance reviews with an overall rating of Less-than-Satisfactory ("LS") or below shall be subject to the grievance challenge, but only when the rating is not supported by documented notice of deficient performance or disciplinary action.

Performance reviews above Less-than-Satisfactory ("LS") are not grievable.

- D. In addition to any ongoing disciplinary action, Employees who receive a Less-than-Satisfactory or below performance rating shall not receive the merit or bonus portion of any salary increase. Such employees shall be eligible to receive the negotiated salary range adjustments.

E. Merit

A merit pay bonus beyond the ATB (not to base salary), starting 2/01/04, may be provided to employees regarded by management as warranting the bonus. For those rated excellent or above (with no discipline received during the review period), the bonus will be 0.5% of gross wages (note: the amount may be increased at the University's discretion). Discipline is defined as a Written Reprimand or greater. The parties will convene a 3 by 3 study committee to jointly establish criteria for determining merit. The process shall be subject to an annual joint-committee review, for each year that the merit option is in effect.

After distribution of a merit bonus, if any, after 2/01/04, the Union may opt out of having its members eligible for such bonus. To do so, it must notify the Labor Relations office in writing within 30 days of the bonus award. Thereafter, the parties may meet to discuss the Union's concerns. If no mutually satisfactory resolution is reached, bonus eligibility remains discontinued for the duration of the agreement.

**Article (48) DISCIPLINE**

Discipline shall be for cause.

Ordinarily, for offenses not deemed serious by the University, there would be coaching prior to formal discipline.

For minor misconduct there will be the progressive discipline of written warning, second written warning, 5-day suspension, then discharge. This progression shall apply for all minor misconduct.

Nothing in this section precludes the University from addressing repeated performance deficiencies prior to annual evaluations.

An Employee (with live disciplinary action on his/her record), who is absented from the workplace for more than 30 consecutive days, shall have the life of the most recent disciplinary action frozen, until his/her return to work.

**Article (49) TERM**

This Agreement shall continue in full force and effect from February 1, 2015, until January 31, 2019.

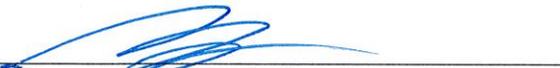
Accepted for the Board of Governors of  
Wayne State University

Accepted for the Local 517-M of Service  
Employees International Union, AFL-CIO

  
Louis Lessem, VP & General Counsel

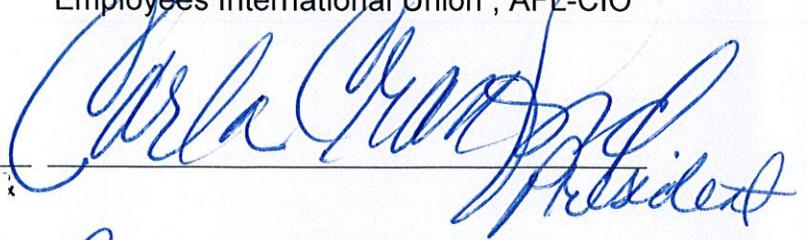
  
A.L. Rainey, Jr. Director, Labor Relations

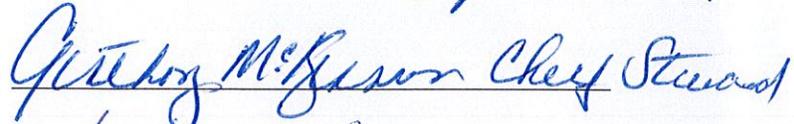
  
James R. Sears, AVP FP&M

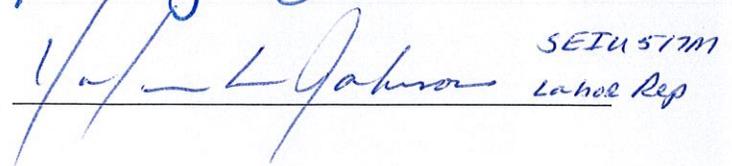
  
Shawn J. Junior, Labor Relations Spec.

  
Mark Allen, Sr. Director, FP&M FO

  
Donald Wrench, Director, Custodial

  
President

  
Gregory McGeehan Chief Steward

  
SEIU 517M  
Labor Rep

Nettie Mitchell  
Not available for signature

DATE: 5-19-15

## Letters of Agreement #1

WAYNE STATE UNIVERSITY

October 1, 2000

Mr. Jim Inglehart, President  
Local 177-M  
Wayne State University  
CAMPUS

### **Re: Appointment to Supervisory Position**

Dear Mr. Inglehart:

When appointing an employee to a supervisory position the University endeavors to recognize desirable qualities of leadership, practical job experience, and demonstrated maturity of judgment and behavior held important to realizing the best of interpersonal relationships with fellow employees.

In the job performance of such a supervisory employee- supervisory actions consistent with appropriate judgment and behavior expected of a member of the University's supervisory staff -- the University will provide necessary assistance and support to accomplish assigned supervisory responsibilities.

To ensure effective supervision, the University commits itself to periodic ongoing training of seniority supervisors in such University selected topics as coaching, communication, discipline, leadership and legal compliance. Also, however, new supervisors will complete the equivalent of several days of supervisory coursework, as determined by the University, before completing their probationary period.

Sincerely,

Bruce J. Gluski  
Contract Administrator

Supercedes Letter of Agreement #1 dated April 16, 1974.

## Letter of Agreement #2

WAYNE STATE UNIVERSITY

April 16, 1974

Mr. Frank Bell, President  
Local 177-M  
Wayne State University  
CAMPUS

### **Re: Exercise of Managerial Decisions**

Dear Mr. Bell:

The University wishes to insure completeness of understanding by Local 517-M that the University reserves to itself exercise of managerial decisions relative to the size and composition of all work forces and area assignments for supervising foremen.

As a matter of operational policy, and in consideration of the University's objective to approach optimum job efficiency within the limitations of financial resources available, the determination of work forces and areas supervised will be governed by reasonableness -- both to supervisory capacities and job productivity expectations.

Differences which may arise with respect to the appropriateness of managerial decisions relative to area assignments and ratio of work forces to supervision are proper subjects for Special Conferences, but are not subject to arbitration.

Sincerely,

J. Don Marsh  
Executive Director of  
Employment Relations

**Letter of Agreement #3**

WAYNE STATE UNIVERSITY

October 1, 1998

Mr. James Inglehart, President  
SEIU, Local 177-M  
c/o Grounds Services  
Facilities Planning & Management  
5743 Woodward  
Detroit, MI 48202

**Re: General Supervisor, Supervisor Trainees, and Working Supervisor**

Dear Mr. Inglehart:

This letter will serve to update and modify a previous Letter of Agreement, dated October 27, 1977, between Mr. Smythe and Mr. Thrasher wherein the parties agreed as follows:

The parties agree that the classification, General Supervisor, shall continue to be represented by Local 177-M.

Furthermore, the parties agree that the letter given to Supervisor Trainees when they accept the new responsibilities will be signed by the employees and will inform them that Local 177-M does not represent them in matters of discipline and termination until completion of the trainee period, and will further inform them that on satisfactory completion of the trainee period they will become either Working Supervisors or Supervisors.

Very truly yours,

Bruce J. Gluski  
Contract Administrator

This conforms to our agreement  
James Inglehart, President SEIU, Local 177-M

**Letter of Agreement #4**

WAYNE STATE UNIVERSITY

October 22, 1985

Mr. R. E. Monroe, President  
SEIU, Local 177-M  
141 University Services

**Re: Replacement of General Supervisor**

Dear Mr. Monroe:

During these negotiations, the Union raised concerns regarding the replacement of the General Supervisor, represented by Local 177-M, upon his/her absence. These issues were raised pursuant to a grievance (#201) filed by the Union in 1971. In response to those concerns, the University hereby agrees to the following:

- 1) If the General Supervisor is absent for any reason, and the University determines that it is in its best interest to replace said employee, the General Supervisor will be replaced by a member of the bargaining unit. The General Supervisor must be replaced after an absence of thirty (30) days.
- 2) If the General Supervisor is to be replaced, he/she will be replaced pursuant to the system of seniority rotation.

Very truly yours,

Brenda R. Malone  
Contract Administrator

This conforms to our agreement.  
R. E. Monroe, President  
SEIU, Local 177-M

**Letter of Agreement #5**

WAYNE STATE UNIVERSITY

December 19, 1985

Mr. R. E. Monroe, President  
SEIU, Local 177-M  
141 University Services

**Re: Vacation Requests**

Dear Mr. Monroe:

During the course of negotiations, the Union expressed considerable concern over the possible loss of vacation as a result of reducing the maximum vacation accrual.

The University therefore agrees that any Employee who requests vacation time off at least sixty (60) days prior to reaching the accrual maximum and has such request denied by the University, will be assured that another vacation period will be established within that sixty (60) day period in order to ensure that no vacation time is lost.

Very truly yours,

Brenda R. Malone  
Contract Administrator

This conforms to our agreement.

R. E. Monroe, President  
SEIU, Local 177-M

**Letter of Agreement #6**

WAYNE STATE UNIVERSITY

- Reserved for future use -

**Letter of Agreement #7**

WAYNE STATE UNIVERSITY

**-- Reserved for future use --**

**Letter of Agreement #8**

WAYNE STATE UNIVERSITY

December 21, 1987

Mr. R. E. Monroe, President  
SEIU, Local 177-M  
141 University Services

**Re: Overpayments**

Dear Mr. Monroe:

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 or as to the amount owing, the University may recoup the overpayment by deducting up to fifteen percent (15%) of the employee's gross bi-weekly pay until the overpayment has been paid. Nothing contained in this letter shall preclude the parties from making alternate arrangements to repay the amount owing.

Very truly yours,

Brenda R. Malone  
Contract Administrator

This conforms to our agreement.

R. E. Monroe, President  
SEIU, Local 177-M

**Letter of Agreement #9**

WAYNE STATE UNIVERSITY

December 15, 1987

Mr. R. E. Monroe, President  
SEIU, Local 177-M  
141 University Services

**Re: Employee Assistance Program**

Dear Mr. Monroe:

Considerable discussion was had during these negotiations about the deletion of the Letter of Agreement dated October 22, 1985, regarding the Employee Assistance Program.

The outcome of those discussion was the recognition, by both parties, that substance abuse problems, including alcoholism, are illnesses that may be successfully treated and that treatment of those, as well as other personal and emotional problems, are in the best interest of the Employee, Union and the University.

Accordingly, the University will continue to encourage those employees in need to seek effective assistance and treatment of those problems.

Nothing in this Letter of Agreement is to be interpreted as constituting a waiver of the University's right to take disciplinary measures and/or the Union's right to avail itself of the Collective Bargaining Agreement.

Very truly yours,

Brenda R. Malone  
Contract Administrator

This conforms to our agreement.

R. E. Monroe, President  
SEIU, Local 177-M

**Letter of Agreement #10**

Wayne State University

**-- Reserved for future use --**

## Letter of Agreement #11

### Wayne State University

October 28, 1993

Mr. Alonzo Austin, President  
S.E.I.U., Local 177-M  
c/o Custodial Services  
Facilities Planning & Management  
5743 Woodward  
Detroit, MI 48202

#### **Re: Shift Assignments And Overtime**

Dear Mr. Austin:

During these negotiations the parties engaged in extensive discussions regarding shift assignments and the use of overtime. To clarify the current practices, it is confirmed that:

1. Supervisors will continue to report to work at least fifteen (15) minutes prior to the regular Custodial/Grounds shift and whenever necessary remain at least fifteen (15) minutes after the close of the regular Custodial/Grounds shift.
2. Overtime assignments will continue to be made at the discretion of management.
3. Management will continue to maintain the flexibility to assign the "swing" (relief) supervisor to any shift or zone.

Cordially,

Gail M. Wilson  
Contract Administrator

This conforms to our agreement.

Alonzo Austin, President  
S.E.I.U., Local 177-M

## Letter of Agreement # 12

Wayne State University

December 4, 1996

Mr. Randal D. Hudgins  
S.E.I.U. Local 177-M  
c/o Custodial Services  
Facilities Planning & Management  
5743 Woodward  
Detroit, MI 48202

**Re: Shift Premium**

Dear Mr. Hudgins:

During these negotiations the parties discussed the appropriate shift premium for employees assigned to the midnight shift. It was agreed that, should the Division implement a midnight shift for either the Custodial Services or Grounds Services departments, the parties will meet and discuss the appropriate shift premium for members of this bargaining unit.

Cordially,

Gail M. Wilson  
Contract Administrator

This conforms to our agreement.

Randal D. Hudgins, President  
S.E.I.U. Local 177-M

**Letter of Agreement #13**

WAYNE STATE UNIVERSITY

October 1, 2000

Mr. James Inglehart, President  
S.E.I.U. Local 177-M  
c/o Grounds Services  
Facilities Planning & Management  
5743 Woodward  
Detroit, MI 48202

**RE: Temporary Supervisors**

Dear Mr. Inglehart:

A Position may be filled on a temporary basis to replace a bargaining unit member on leave of absence for the duration of such leave. In situations other than replacement of an employee on leave, the employer may fill a bargaining unit position on a temporary basis for a maximum of 12 months after which the position, if it continues, shall be filled on a full-time basis as provided in the agreement; provided that no employee shall occupy a bargaining unit position on a temporary basis for longer than six months.

Sincerely,

Bruce J. Gluski  
Contract Administrator

This conforms to our agreement

Jim Inglehart, President  
SEIU, Local 177-M

## Letter of Agreement #14

WAYNE STATE UNIVERSITY

November 18, 2011

Ms. Carla Crawford, President  
S.E.I.U. Local 517-M  
Facilities Planning & Management  
5743 Woodward  
Detroit, MI 48202

### **Re: Supervision Requirements – Swing (Relief) Custodial Supervisor (Lighting Maintenance Technicians (LMT's))**

Dear Ms. Crawford:

In keeping with Article 39, the following is required of the Swing (Relief) Custodial Supervisor who is assigned to supervise WSU Lighting Maintenance:

- Track, approve, and deny all time keeping activities, including scheduling all exception time off;
- Track all TMA work activities to ensure employees are reading, responding to, and closing work orders as required, within the allotted time line;
- Follow-up and review all work completed by LMTs;
- Develop a comprehensive work plan for all LMTs, to ensure the efficient and effective use of, and accounting for, University time;
- Issue all disciplinary action, as necessary and required;
- Maintain communication with LMTs and their work locations, throughout the business day.;
- Train new custodial hires;
- Supervise Handyman and Vehicle operator positions.

Sincerely,

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

This conforms to our agreement

Carla Crawford, President  
SEIU, Local 517-M

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