WSU/SEIU Local 517-M
Contract Negotiations

NEW 2022-2025 COLLECTIVE BARGAINING ADJUSTMENTS (3-YEAR CONTRACT)

NEGOTIATED ADJUSTMENTS
Effective February 2, 2022 – January 31, 2025 (UNLESS DESIGNATED OTHERWISE)

WSU LABOR RELATIONS

**Note:
All new language shows as green and underline; and
All deleted language shows as red and strikethrough
The University will provide employees with university fleet vehicles for travel between work areas if available. Any employee who is required to utilize his/her own vehicle for work related tasks at the request of management, or is requested to perform work at another location, shall receive a mileage allowance at the rate of the prevailing IRS rate in effect.
Article (22A) CHRISTMAS-NEW YEAR'S CLOSURE/EMERGENCY CLOSURE

A. Employees will be given time off during their regularly scheduled workdays 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 45-day notice, when feasible, except when it is necessary to replace Employees previously scheduled, or in the event of a situation which may be considered an emergency, or other service needs.

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. In the event of a public health emergency, pandemic, or any other non-weather related emergency that cancels classes or closes offices, the campus shall be deemed closed for the purposes of this Section and all employees who work on such a day will be provided comp time for 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: 43.D - Grievance Procedure - Expedited Arbitration

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
TENTATIVE AGREEMENT – 2/9/2022

WSU to SEIU 517-M Proposal#1

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) ten (10) 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) ten (10) working days following the meeting. If satisfactory settlement is not reached, the matter may be appealed to mediation and/or arbitration.

Mediation.

As an alternative method of resolving disputes, the parties may, by mutual agreement, proceed to external mediation through the Michigan Employment Relations Commission, within 20 days of receiving the Step 3 decision. The Mediator shall be chosen by mutual agreement. Recommendations or decisions submitted by the Mediator are non-binding. At the conclusion of mediation, but within 20 days of the recommendation or decision reached by the mediator, either party may file for arbitration. In the absence of external mediation, either party may request arbitration within 40 calendar days of the Step 3 meeting by filing a written notice with the American Arbitration Association with a copy of the request to the University.

B. Arbitration
TENTATIVE AGREEMENT – 2/9/2022

WSU to SEIU 517-M Proposal #1

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) forty (40) calendar days after the Step 3 grievance decision is issued or within twenty (20) days after receipt of the Mediator’s decision. Notice of submission to arbitration shall simultaneously be given to the University. Any grievance not appealed from step 3 to arbitration within forty (40) calendar days; or from mediation to arbitration within twenty (20) 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 the American Arbitration Association for processing for said grievance in accordance with the American Arbitration Association’s Expedit ed Labor Arbitration Procedures within fifteen (15) calendar days after the Step 3 grievance decision is issued. With agreement from both parties, an exception may be made whereby a “List for Selection of Arbitrator” may be requested from the American Arbitration Association, overriding its Expedited Labor Arbitration Procedure “Appointment of Neutral Arbitrator”.

Each party may exercise the option of Expedited Arbitration no more than twice per contract year except by mutual agreement. Any grievance not appealed from step 3 to expedited arbitration within fifteen (15) calendar days shall be considered settled.

E. TAPPING 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 (47) PERFORMANCE EVALUATIONS

Per the Collective-Bargaining Agreement language signed into effect on May 29, 2015, Article 47, Section A defines performance evaluation forms as being developed by the employer. A memorandum dated July 11, 2016, signed by representatives of University Management and Union Membership defined five (5) categories of evaluation for performance. All categories are aligned with job descriptions for 517-M members. Twenty-five (25) sub-categorical criteria were developed to evaluate for each category on a level of performance.

Congruent with the intent to prove earned merit based on a collective performance review, as defined by the CBA, evaluation forms will be revised and distributed for the membership’s understanding of critique sub-criteria. In addition, all other criteria defined in the CBA, Article 27, which defines disciplinary action disqualification remains in effect. Any future distribution of MERIT bonuses may only be awarded pending a 3x3 review panel of the performance evaluations sub-criteria, as defined by the CBA, Article 47, Section E.

Sub-criteria to be developed shall follow industry measurable standards, defined by reputable sources (i.e. the Association of Physical Plant Administrators—APPA) and University Job Descriptions. Periodic reviews will be performed and provided to supervisory participants in both formal and informal methods. The annual committed will convene to evaluate and score and performance evaluations rendered to establish future merit distributions.

To assure a fair evaluation process, FP&M Management and SEIU Local 517-M representatives will reconvene, per Article 47.E, a 3x3 study committee to jointly establish criteria for determining merit evaluation standards going forward. A suggested timeline for the committee is as follows:

- One month after the ratification of this agreement: six individuals identified for the committee, three from each side
- Two weeks later: First meeting of the committee
- Two months beyond that: the committee recommends criteria
- One month after the recommendation: Criteria are agreed upon by the authorities
- 2020: begin using the performance evaluations with the agreed upon criteria to determine merit pay bonus eligibility

No merit pay bonus may be paid until this process is complete.
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 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.

B. Effective performance management requires ongoing two-way communication to reach an understanding on goals and timelines. Additionally, there should be advance understanding of the employee's specific objectives and job responsibilities. Performance appraisals should not contain surprises. Regular performance achievement monitoring is encouraged, including continuous discussion and the use of interim optional reviews. Employees shall not be penalized for any situation outside of their control in their assigned sector: Including, but not limited to: Low-staffing, overzealous customer complaints, lack of equipment or supplies, etc.

C. Employees who achieve below an evaluation score of 80% and who disagree with the scoring may request further review of the overall rating. This review will be submitted to the 2nd level reviewer for review. If a 2nd level review is requested, materials and documents in support of the request for review must be submitted to the 2nd level reviewer for consideration; to include any special circumstances or mitigating factors the employee wishes to have considered in the review. The 2nd level reviewer may take action to arrange to resolve any rating discrepancy, if necessary or applicable, and will provide a response to the employee requesting review.

C. In addition to any ongoing disciplinary action, Employees who receive a Less-than-Satisfactory or below performance rating shall not receive the Merit pay will be paid at the sole discretion of management; however, An employee with ongoing disciplinary action will not be eligible for merit pay. Disciplinary action is defined as a Written Reprimand or greater, of bonus portion of any salary increase. Such employees shall be eligible to receive the negotiated salary range adjustments.

D. E. Merit

A merit pay bonus beyond the ATB (not to base salary), starting 2/01/04, will be provided to employees regarded by management as warranting the bonus, based upon the total matrix score. For those employees whose total matrix score is 80% and above, bonuses will be in the amount of a 1.50% lump sum of total salary. In order to be eligible for the merit bonus, an employee must not have received any disciplinary action during the review period. Disciplinary action is
defined as a Written Reprimand or greater. For those rated excellent or above (with no discipline received during the review period), the bonus will be 0.5% - 3.0% 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.
**CUSTODIAL**

Weighted scorecard elements of an individual’s role consist of the following matrix.

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>MEASURE AND RANGE</th>
<th>WEIGHT</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Time in classification</td>
<td>Years of service</td>
<td>12%</td>
<td></td>
</tr>
<tr>
<td>2 Training-engagement and C.E., including regular meetings.</td>
<td>Attendance &amp; Participation over prior year</td>
<td>18%</td>
<td></td>
</tr>
<tr>
<td>If employee is out on approved leave, no penalty</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3 Time employed by University</td>
<td>Years of service</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>4 Disciplinary Record (Written Reprimand or Above)</td>
<td></td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>5 Performance Components- Scoring to include the following Performance components from the prior year:</td>
<td>Percentage- 50% weight distributed among various components</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Employee site visits- evaluation and coaching of employee’s performance and cleaning results</td>
<td>Each month supervisor should conduct a site visit with each employee of their sector. 80% completion minimum.</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Qualitative customer contacts- Quality contact is to discuss building needs- cleaning, employee performance, needed projects, upcoming events.</td>
<td>Each week supervisor should have one (1) quality contact with each building coordinator. 80% completion minimum.</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Yearly customer survey- Building results average for assigned buildings in sector</td>
<td>Custodial will conduct a yearly customer survey on the performance of the department. The score will be the average of the Supervisor’s assigned buildings. “3” average or better, out of 4.</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Building audit results- Audit results will be average of prior year’s audits for assigned buildings in sector. Audits will be conducted on a weekly basis and will be a randomized area within a building.</td>
<td>Audit to be performed by Associate Director and will focus on cleanliness and condition of the building at time of audit.</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>• Completed work orders- Completed work order percentage for prior year</td>
<td>Completed work orders percentage of assigned work orders from the prior year.</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>TOTAL SCORE</td>
<td></td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

*50% is divided among all performance components. If a component is removed, other component’s percentages go up accordingly. If another component is added, all components will have their percentages go down.*
## Grounds Scorecard

Weighted scorecard elements of an individual's role consist of the following matrix:

<table>
<thead>
<tr>
<th>ELEMENT</th>
<th>MEASURE AND RANGE</th>
<th>WEIGHT</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Time in classification</td>
<td>Years of service</td>
<td>12%</td>
<td></td>
</tr>
<tr>
<td>2 Training- engagement and C.E., including regular meetings.</td>
<td>Attendance &amp; Participation over prior year</td>
<td>18%</td>
<td></td>
</tr>
<tr>
<td>3 Time employed by University</td>
<td>Years of service</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>4 Disciplinary Record (Written Reprimand or Above)</td>
<td>1+: 0</td>
<td>10%</td>
<td></td>
</tr>
<tr>
<td>5 Performance Components- Scoring to include the following Performance components from the prior year:</td>
<td>Percentage- 50 % weight distributed among various components</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Employee site visits- evaluation and coaching of employee's performance and work results</td>
<td>Each month supervisor should conduct a site visit with each employee of their sector. 80% completion minimum. Reported on supervisor weekly report.</td>
<td>12.5</td>
<td></td>
</tr>
<tr>
<td>• Qualitative customer contacts- Quality contact is to discuss Grounds needs- aesthetics (weeds, debris present, and hedge trimming), employee performance, needed projects, upcoming events.</td>
<td>Each week supervisor should have one (1) quality contact with each Grounds coordinator. 80% completion minimum. Reported on supervisor weekly report.</td>
<td>12.5</td>
<td></td>
</tr>
<tr>
<td>• Yearly customer survey- Results average for assigned zone</td>
<td>Grounds will conduct a yearly customer survey on the performance of the department. The score will be the average of the Supervisor's assigned zones. “3” average or better, out of 4.</td>
<td>12.5</td>
<td></td>
</tr>
<tr>
<td>• Work audit results- Audit results will be average of prior year’s audits for assigned zones. Audits will be conducted on a weekly basis and will be a randomized area within the zone.</td>
<td>Audit to be performed by Associate Director and will focus on aesthetics and condition of the area at time of audit.</td>
<td>12.5</td>
<td></td>
</tr>
<tr>
<td>• Completed work orders- Completed work order percentage for prior year</td>
<td>Completed work orders percentage of assigned work orders from the prior year.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*50% is divided among all performance components. If a component is removed, other component's percentages go up accordingly. If another component is added, all components will have their percentages go down.*
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.

- 2022-2023 – All bargaining unit members will receive a 1.5% ATB increase to base wages. Those who are not in violation of the WSU Attendance Standards for tardiness or absenteeism (per APPM 3.0.11) as of September 30 of the year the raise is to be given, will earn an additional .5% added to base pay.
- 2023-2024* - All bargaining unit members will receive a 1.5% ATB increase to base wages. Those who are not in violation of the WSU Attendance Standards for tardiness or absenteeism (per APPM 3.0.11) as of September 30 of the year the raise is to be given, will earn an additional .5% added to base pay.
- 2024-2025* – All bargaining unit members will receive a 1.5% ATB increase to base wages. Those who are not in violation of the WSU Attendance Standards for tardiness or absenteeism (per APPM 3.0.11) as of September 30 of the year the raise is to be given, will earn an additional .5% added to base pay.

*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 31st 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 1st of the following calendar year. Should the subject reopening result in non-agreement on compensation provisions, the wage matter shall be referred to the Michigan
Employment Relations Commission (MERC) 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 2.0%.