

**WSU/AFSCME LOCAL**  
**#1497**  
**2023 Contract Negotiations**

**CONTRACTUAL ADJUSTMENTS TO NEW 2022-2026**  
**COLLECTIVE BARGAINING AGREEMENT**

\*\*Note: All new language shown as **green**,  
and All deletions show as **red**.

**NEGOTIATED ADJUSTMENTS**

**Effective June 11, 2023**  
**(unless designated otherwise)**

**WSU LABOR RELATIONS**

## **ARTICLE (1) RECOGNITION**

A. 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 bargaining 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 Employees of the Employer included in the Bargaining Unit described below:

1. Laborer, Handyman, Tree Trimmer, Groundskeeper.
2. Custodian.
3. Athletic, Intramurals and Recreation Attendant I, Athletic, Intramurals and Recreation Attendant II.
4. Vehicle Operator and Heavy Equipment Operator.
5. Mail Clerk, Mail Driver/Leader, Mail Clerk/Leader, Mail Processor.
6. Laboratory Animal Aide, Laboratory Animal Technician I, Laboratory Animal Technician II, Laboratory Animal Transportation Technician, Laboratory Animal Leader.
7. Parking Facility Security Attendant.
8. Lighting Maintenance Technician.
9. ~~Classroom Attendant.~~
10. Parking Cleaning Attendant.
11. Lab Animal Maintenance Technician
12. Turf and Irrigation Specialist

B. Additional appropriate units may be added when a majority of the Employees in such units indicate in writing their willingness to join the Union.

C. Excluded from this Bargaining Unit are the following:

1. Student Assistants
  2. However, the hiring or placement of Student Assistants shall not result in the temporary or permanent layoff, the dismissal, or a reduction in regularly scheduled working hours of any present Bargaining Unit Employee. Student Assistants shall not act in a supervisory capacity over full-time Employees; however, they may relay instructions. Supervisory Employees
    - a. Foremen, Supervisors, and Employees in classifications not covered by this Agreement shall not displace or replace regular Employees except as necessary to fill work assignments necessitated by appropriate notification of Employee absence.
  3. Temporary Employees
    - a. Such Employees work to meet the requirements of the University that may be occasioned by leaves of absence, extended illnesses, or other short-term staffing problems which may necessitate the utilization of a Temporary Employee.
    - b. A Temporary Employee in a position within any classification represented by the bargaining unit, will not work more than 1,000 hours per fiscal year. Exceptions to this limitation may be made by mutual agreement between the University and the Union.
    - c. The hiring or placement of Temporary Employees shall not result in the temporary or permanent layoff, the dismissal, or a reduction in regular scheduled working hours of any present Bargaining Unit Employee.
    - d. The University will provide on a quarterly basis, the location and specific reason for the placement of each temporary employee performing work within the bargaining unit.

The University will provide on a monthly basis to the Local Union President, the name, date of hire, location, rate and hours worked of Temporary Employees (Technicians).
  4. Administrative, Academic and Professional Employees.
  5. All other Employees who are members of other Bargaining Units.
- D. The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group to undermine the Union.

- E. This Agreement shall extend automatically to all Employees of the University who perform the same duties as those Employees covered in this Agreement except those that are covered by a now existing Agreement with other Unions.

Classroom Attendants:

**Classrooms**

Current duties plus sweeping, emptying trash, changing lights (Classrooms only), spot mopping and vacuuming.

**Restrooms**

Restroom duties shall include the full cleaning of restrooms, which will include the cleaning, sanitizing, and full sweeping and mopping. The additional duties shall not result in the temporary or permanent layoff, the dismissal, or a reduction in regular staffing of any present bargaining unit employees.

**Other**

Current areas plus stairwells and lounges.

Parking Cleaning Attendants:

The classification of parking cleaning attendant (PCA) may be established by the University. If established, PCA's shall make \$0.50 more than a classroom attendant. PCA's may operate power cleaning and maintenance equipment, including but not limited to vehicles, sweep stairs, clean all areas of structures, police/maintain lots for trash pick-up and weed growth. PCA's shall maintain all aspects of parking structure floors, offices, and restrooms.

## **ARTICLE (6) UNION REPRESENTATIVES**

- A. Employees in the following classifications may be represented by one (1) Steward, or Alternate Steward, on each shift in each major building who shall be a regular Employee working on that shift in one of the group classifications listed below. It is recognized that there may be grievances where Employees are not represented by a Building Steward and which will require that a Steward may represent Employees widely distributed over one of the four University campuses. The authority of a Steward, or Alternate Steward, is limited to his/her own area of jurisdiction only.
1. Tree Trimmer, Groundskeeper, Vehicle Operator, Heavy Equipment Operator, Laborer, and Handyman
  2. Custodian, Classroom Attendant.
  3. Athletic, Intramurals and Recreation Attendant I, Athletic, Intramurals and Recreation Attendant II.
  4. Mail Clerk, Mail Driver/Leader, Mail Clerk/Leader, Mail Processor.
  5. Laboratory Animal Aide, Laboratory Animal Technician I, Laboratory Animal Technician II, Laboratory Animal Transportation Technician, Laboratory Animal Leader, Lab Animal Maintenance Technician.
  6. Parking Facility Security Attendant, Parking Cleaning Attendant

## **ARTICLE (7) GRIEVANCE PROCEDURE**

- A. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the following manner:
- B. In presenting a grievance, the following successive steps must be followed until the grievance is settled (for the purposes of Article 7, the term “grievance” shall be defined as a single grievance):

**Step 1.** Any Employee having a grievance, or one designated member of a group having a grievance after first having notified the Foreman/Supervisor of his/her grievance, may at his/her option discuss the matter directly with his/her Foreman/Supervisor or request that his/her Steward be called for the purpose of attempting to adjust the grievance.

**Step 2.** In the event the grievance is not settled orally by the Foreman/Supervisor, the Steward shall be notified without undue delay and the grievance shall be put in writing on forms supplied by the Employer and submitted to the Director of the Unit involved or his/her designated representative. The grievance shall be signed by the aggrieved Employee or, in the case of a group grievance, by the Steward and by the aggrieved Employee representing the group, and shall set forth the date(s) of the alleged infraction, the nature of the grievance, adjustment sought and facts necessary to support the grievance. A group grievance shall state the specific group which is aggrieved. Each party’s representative shall be responsible for making certain that all relevant facts and contentions, that are available at the time, have been developed and considered by Step 2. The Director or his/her designated representative shall give his/her written disposition on the grievance to the Steward within five (5) working days.

**Step 3.** If the grievance is not resolved at Step 2, it shall be presented by the Union to Department of Labor Relations or its designee within five (5) working days of the receipt of the appeal. Representative of the University not to exceed three (3) in number, shall meet with the Union's representatives, not to exceed three (3) in number. A written disposition of the hearing shall be submitted to the Union within five (5) working days following the meeting. Additional persons may be present by mutual agreement.

**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. **To expedite the procedure, the Step 4 (Pre- Arbitration Hearing) may be bypassed if the Union and the Employer have nothing further (evidence, defenses, etc.) to add to the record**

**after the Employer's Step 3 written disposition has been provided.**

If there is no resolution within twenty (20) calendar days of the Step 4 meeting, or if the employer and the Union elect to bypass Step 4, then, if agreed to by both parties, as an alternative method of resolving disputes the parties may proceed to external mediation through the Michigan Employment Relations Commission, prior to 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 30 days of receiving the Step 3 decision, if no Step 4 was held, or within 30 days of receiving the step 4 decision, if a step 4 meeting is held. 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 a step 4 meeting or external mediation, the Union 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.

C. **Arbitration:** Any unresolved grievance which relates to the interpretation, application, or enforcement of a provision of this Agreement or any written supplementary Agreement and which has been fully processed through the last Step of the Grievance Procedure may be submitted to arbitration in strict accordance with the following:

1. If there is no resolution of the grievance, or the Union does not receive a disposition within the five (5) working days period, the Union shall have fifteen (15) days to notify the University, in writing, of its intent to arbitrate the grievance. The parties shall then have fifteen (15) days to select a mutually agreed upon Arbitrator. This may be extended an additional fifteen (15) days by mutual agreement. If the parties fail to select an Arbitrator, either party may submit the unresolved dispute to the American Arbitration Association and shall request of them a panel of five (5) arbitrators. Both the University and the Union shall have the right to strike two (2) names from the panel. The University and the Union shall on alternate grievances strike the first name. On the first grievance submitted to arbitration under this contract the Union will strike the first name and the process will be reversed for subsequent grievances.

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 require that the grievance or dispute be submitted to Expedited Arbitration in the demand for arbitration, or by the University, in its response to the demand.

2. Under this process, the parties may mutually agree to select an Arbitrator on an Ad- Hoc basis within fifteen (15) working days from the date that the request for Expedited Arbitration is made. Failure to mutually select an Arbitrator within the above stated time period will require the parties to (within three (3) working days thereafter) alternately strike Arbitrators from a panel of 5 Arbitrators to be mutually agreed upon during contract negotiations.

To facilitate expeditious resolution of the matter, the arbitrator selected must be available to hear the case within 60 days of the selection and the parties will make themselves available within that limit. Should the initially selected arbitrator be unable to meet this 60 day scheduling requirement, then the parties shall select another arbitrator by alternating strikes within 5 working days. With each set of arbitrator selections, the parties shall alternate with the first strike. If none of the arbitrators from the 5 person list can meet the 60 day requirement, the parties shall resolve the delay by utilizing the arbitrator previously selected who came closest to meeting the 60 day period.

Each party may exercise the option of Expedited Arbitration no more than twice per contract year except by mutual agreement.

3. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of the Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union.
  - 4 The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.
  - 5 Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record and make a copy available to the other party and to the Arbitrator.
- D. In the event that the Union has a grievance, it shall begin at Step 3 of the Grievance Procedure. Such a grievance shall be submitted by the Union President, or his/her designated representative, on behalf of the Union.

A Union grievance is defined as a disagreement arising under and during the term of this Agreement between the University and the Union concerning the interpretation and application of the provisions of this Agreement on a question which is not an Employee grievance nor an Employee group grievance.

- E. Nothing in this Agreement shall limit the right of the Employer to temporarily fill any position pending the resolution of a grievance or to exercise any other right of Management.



F. Time Limits

1. A grievance must be presented in writing for disposition through the Grievance Procedure within fifteen (15) working days of its occurrence, or within fifteen (15) working days of the date it is reasonable to assume that the Employee or the Union became aware of it in order to be considered a grievance under this Agreement.
2. In the event the Union does not appeal the grievance from one step to another within the time limits specified or as extended, the grievance shall be considered withdrawn and not subject to further review.
3. In the event the University fails to reply to a grievance at any step in the Grievance Procedure within the specified time limit or as extended, the grievance shall automatically be advanced to the next step of the Grievance Procedure, except that nothing contained herein shall be construed to automatically advance a grievance to Arbitration.
4. The time limits at any step of the Grievance Procedure may be extended by mutual agreement.
5. 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.
6. The University shall not be liable on a grievance claiming back wages or other financial reimbursement for the period between the first date the Arbitrator is available for an arbitration hearing and the date of hearing, when the first date is rejected by the Union.

G. **TAPING/RECORDING 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 (8) PROBATION**

- A. An Employee is a "probationary Employee" for his/her first five (5) months of employment. Periods of absence from work shall not be counted towards completion of the probationary period.
- B. There shall be no seniority among probationary Employees. Upon the completion of the probationary period, the Employee will acquire seniority from his/her date of hire.
- C. The Union shall represent probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning discipline, layoff, or termination of a probationary Employee shall be subject to the grievance and arbitration procedures. However, a probationary Employee shall have the right to meet with a representative of WSU Labor Relations and no more than two (2) representatives of the Union within five (5) working days of his/her notification of suspension or discharge for the purpose of determining cause for such action.
- D. A probationary period of five (5) months may be extended by mutual agreement among Employee, Employer, and Union for a period of 30 days.

## **ARTICLE (13) WORK DAY AND WORK WEEK**

- A. The regular work week shall consist of five (5) eight hour, or four (4) ten hour consecutive working days on one continuous shift for a total of forty (40) hours in any one week from Monday through Thursday or Friday, inclusive, followed by two (2) or three (3) consecutive days off.

Ten (10) minutes at the beginning of the shift and the last ten (10) minutes of the shift shall be allotted for changing of clothes and wash-up in the Animal Care Center. For other Employees, ten (10) minutes at the end of the shift shall be allotted to put away tools and wash-up where applicable.

- B. Classifications on seven (7) day operations shall be scheduled on a regular work week consisting of five (5) or four (4) consecutive days of eight (8) or ten (10) consecutive hours each with paid one-half hour off for lunch, followed by two (2) or three (3) consecutive days off.

Bargaining Unit Employees working as Mail Clerks, Mail Clerk Leaders, and Mail Driver Leaders, who were employed prior to July 1, 1977, shall not be placed on seven (7) day operation schedules, unless they voluntarily bid for such schedules.

- C. 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 ~~ten (10)~~ fifteen (15) minutes 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.
- D. Timekeeping is the sole responsibility of the Employer, utilizing methods determined by the Employer.

**ARTICLE (17) VACATION**

- A. Vacation time off shall be in accordance with the operational needs of the Department and scheduled by the Supervisor.
- B. Classification seniority will determine schedule preference when a conflict exists between two or more Employees.
- C. The Vacation Table listed below shall apply to all Employees represented by Local 1497 (except for those hired into Parking after 10/01/02, see Letter of Agreement #19, Section 2). 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

- D. 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 except that one (1) hour or less of personal absence within the pay period shall not affect the accrual.
- E. 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.
- F. 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 C. above.
- G. 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.
- H. 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.
- I. 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.
- J. Employees may be permitted to use vacation for the purpose of attending classes under the terms of the Tuition Assistance Program in conformance with the requirements of Article 38(E).
- K. If, at the time of layoff, a bargaining unit member has an accumulated vacation bank, such bank shall be frozen and paid out in a lump sum following the effective date of layoff.
- L. In DLAR, a skeleton crew shall work on all holidays so as to permit up to four (4) employees time off during the holidays when scheduling permits.

## **ARTICLE (18) ILLNESS DAY PLAN**

It is understood that the Illness Bank is intended to compensate Employees for illness. The Employer reserves the right and discretion to establish attendance standards, to institute discipline, and to require verification of absence when deemed appropriate. Unjust application of the above provision may be subject to the grievance procedure.

- A. Regular full-time Employees shall receive illness days as follows:
1. Illness days shall accrue at the rate of .65 (5.20 hours) for each pay period completed without loss of pay. Occasional and unexpected tardiness will be excluded by the Supervisor. Parking employees hired after 10/01/02 shall accrue at the rate of 4.0 hours per pay period without any loss of pay.
  2. Illness days shall accrue to 200 days.
  3. Utilization of illness days requires ninety (90) days of continuous full-time service.
  4. The University may require verification by medical authority for absence due to illness subject to refund, offset by health insurance coverage, under the Grievance Procedure excluding Short-term Disability and Illness Leave.
  5. Failure to report absence due to illness on each day is considered unauthorized absence and can result in loss of pay for the day. Longer intervals between calls may be established by the Administrative head of the unit or designated Supervisor if it is determined that the Employee will be off for an extended period.
    - a. An Employee who has received written medical verification that he/she is unable to work for a stated number of days on the verification, will not be required to call after the initial call for the period stated provided that the Employee has advised **Human Resources** ~~the Administrative Head or Supervisor~~ as to the nature of the illness, **and the Administrative Head or Supervisor as to** the period of verified absence. The Employee will present the verification to his/her Supervisor upon his/her return to work.
  6. Illness days may be utilized for purposes of rehabilitative treatment or therapy which is required as a direct result of an injury or illness. It is understood that written verification from the attending physician as to the need for such treatment or therapy as well as the schedule for same, must be provided in advance by the Employee.

B. **Special Needs** - Illness benefits are a type of insurance coverage, however, in addition to excused absence for personal illness, a total of five (5) days per fiscal year may be used for the special needs listed below #1-6, and charged to the sick bank. **Please note the Employer reserves the right and discretion to require verification of absence when deemed appropriate.**

1. Quarantine required as a result of exposure to a communicable disease.
2. Emergency care of a member of the immediate family\* (up to two (2) consecutive working days per incident).
3. Attendance at the funeral of a person not in the immediate family (up to one (1) working day per incident).
4. An emergency (non-scheduled) medical or dental appointment [up to one (1) day per incident].
5. Death of a member of the immediate family, excluding those family members covered under Article (19), Bereavement Leave (up to three (3) consecutive working days per incident).
6. Personal Need Day: 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 Illness Day Plan provided the Employee gives his/her Supervisor three (3) working days' notice and the work schedule permits such absence. In exceptional cases one (1) day notice will be acceptable. Such days will be charged to the Employee's Illness Bank. Such days are not to be taken after a request for time off (for the same day) has been denied. However, management exceptions may be made based on the production of verification of absence (when deemed appropriate). Such days are to be taken in full-day increments.

\* Immediate Family will 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. Where a situation exists which is not covered by these relationships, determination will be made by the Labor Relations Department in consultation with the Human Resources Division.

C. The University will pay Employees who retire one-half (½) of their accumulated unused illness days in cash up to a maximum of pay for thirty (30) days. In the event of death after ten (10) years of continuous full-time service, the University will pay one-half (1/2) of the accumulated unused illness days not to exceed thirty (30) days pay to the beneficiary as stipulated under State of Michigan law. Upon resignation after completion of five (5) years of continuous full-time service, the University will pay the Employee one-quarter (1/4) of his/her accumulated illness days up to a maximum pay for fifteen (15) days provided the

Employee has given the University two (2) weeks notice of intent to separate. However, any employee hired on/after May 3, 1987 (the date of ratification of this Agreement) shall not be entitled to the pay out of the Illness Bank upon resignation.



## **ARTICLE (30) NON-DISCRIMINATION**

- A. The University 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 sex, sexual orientation, race, creed, color, religion, national origin, marital status, age, physical handicap, political beliefs, **gender identity, height, weight** and, further, no Employee shall be subject to sexual harassment.
  
- B. Employees who believe that they have been discriminated against for the above listed reasons may choose 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.
  
- C. 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 (35) SHIFT ASSIGNMENTS

- A. 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 any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m.
- B. Employees working the afternoon shift shall receive premium pay of ~~ten (.10)~~ **twenty-five (.25)** cents per hour. Employees working the midnight shift shall receive premium pay of ~~twenty (.20)~~ **fifty (.50)** cents per hour. **DLAR employees working the weekend shift shall receive premium pay of fifty (50) cents per hour.**
- C. Employees working on seven (7) day operations shall receive premium pay of twenty (.20) cents per hour for all hours worked during the work week. Such premium shall be included in computing holiday, overtime, and vacation pay.
- D. Classification seniority shall be used in determining shift preference.
- E. The beginning and ending time for each shift and work assignment will be developed by the Employer. Any change in such schedules will be discussed with the Union **twenty (20) days** before being put into effect.
- F. Employees on the afternoon and midnight shifts shall be paid on their respective shift before their payday shift.

## ARTICLE (46) EMERGENCY CLOSURE

### 1. Weather Caused Closure

A. AFSCME employees, who are required to work per section 1C, to be eligible for pay, are expected to report on weather caused **University declared** emergency closure days ~~regardless of public communications that the University is closed~~. Those who report and work **on a University declared closure day** shall receive an amount of compensatory time equal to the time which they worked. Such compensatory time shall be used within ninety (90)-calendar days from the date earned in accordance with the operational needs of the department, or it shall be forfeited. Compensatory time shall be utilized in no less than four (4) hour increments, or in an amount equal to the accumulated balance, if less than four (4) hours. Late arrivals may be allowed to work an entire shift or longer at the department head's discretion. Those arriving less than two hours late may utilize vacation or any other available time other than illness to cover their lateness.

B. For closures declared during the work shift, those employees, who are required to stay, shall be compensated with compensatory time equal to the time worked past the declared closure.

C. Department heads shall establish a specific procedure (or number to call) so that employees may confirm, or understand in advance, that they need not come in on an emergency closure day. Any employee who comes in despite operation of this specific notice procedure, shall not be eligible for any additional compensation.

2. Other Emergency Closure For emergency closures that are due to power loss or other reasons, the above paragraphs still apply, except, there shall be no compensatory time for work performed on the emergency closure day.

3. When severe weather or other operations necessitate the university to move to remote operations, employees who report to work, as required, will receive their regular rate of pay in accordance with the provisions of this Agreement, plus **compensatory time equal to the amount of time worked each day while remote operations are in effect, regardless of the number of hours worked.**

## **ARTICLE (43) SCHEDULE OF WAGES**

Hourly rates for Employees in the classifications covered by this Agreement shall be effective and in accordance with the following schedule:

### **AFSCME Negotiations 2023 – Wage Adjustments**

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.

**2023-2024 - Pay increases shall be effective the next business day after ratification by the bargaining unit.**

**In addition a bonus in the amount of \$600 will be paid per bargaining unit member.**

**2023-2024 – 2.5 % 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 September 30, 2022.**

**2024-2025\*-- 2.25 % 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 September 30, 2023.**

**2025-2026\*-- 2.25 % ATB increase to the base salary of bargaining unit members.**

\*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 October 1<sup>st</sup>

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

LETTER OF AGREEMENT #1

Effective with the 2023 date of ratification, the DLAR positions set forth below shall receive a onetime adjustment to the hourly rate for year one. For years two (2) and three (3) of the agreement, the DLAR positions below will receive the negotiated across the board (ATB) pay increases for the AFSCME bargaining unit.

The Lab Animal Transportation Tech (6 months), the Lab Animal Transportation Tech (1 year), and the Lab Animal Transportation Tech (2 years) included below will receive a 3% pay increase for year one effective with the 2023 date of ratification.

DLAR AFSCME TITLES	Current Pay	Recommended Pay	% Incr	Number of EE's
Lab Animal " Maintenance" Tech	\$16.74	\$17.50	4.5%	2
Lab Animal "Tech I" ( entry level )	\$18.02	\$18.75	4.1%	vacant
Lab Animal "Tech I " ( 6 months)	\$18.25	\$19.00	4.1%	vacant
Lab Technician II (starting pay)	\$18.43	\$19.50	5.8%	3
Lab Technician II ( 6 months)	\$19.05	\$20.00	5.0%	vacant
Lab Technician II ( 1 year)	\$19.38	\$20.50	5.8%	1
Lab Technican II ( 2 years)	\$19.71	\$21.00	6.5%	9
Lab Animal Transportation Tech ( start)	\$18.43	\$19.00	3.1%	vacant
Lab Animal Transportation Tech (6 months)	\$19.05	\$19.62	3.0%	vacant
Lab Animal Transportation Tech (1 year)	\$19.38	\$19.96	3.0%	vacant
Lab Animal Transportation Tech (2 years)	\$19.71	\$20.30	3.0%	1
Lab Animal Leader (start)	\$21.17	\$22.50	6.3%	1
Lab Animal Leader (6 months)	\$21.73	\$23.00	5.8%	vacant
Lab Animal Leader (1 year)	\$22.28	\$23.50	5.5%	5
Standard ATB Applied				

LETTER OF AGREEMENT #1

~~November 24, 1981~~

~~Mr. John L. Studevart, President  
Local 1497, AFSC&ME, AFL-CIO  
103 W. Alexandrine  
Detroit, Michigan 48201~~

~~Re: Article (10) – Seniority~~

~~Dear Mr. Studevart:~~

~~It is hereby agreed between the parties that any Employee who had been credited with Bargaining Unit seniority prior to July 1, 1981 despite promotions, transfers, or time spent outside the Bargaining Unit for any other reasons, shall not lose their accumulated Bargaining Unit seniority.~~

~~Effective July 1, 1981, Employees will earn seniority in accordance with the terms and conditions of the current Collective Bargaining Agreement.~~

~~Very truly yours,  
Philip E. Heideman  
Assistant Vice President  
for Human Resources~~

LETTER OF AGREEMENT #2

November 24, 1981

Mr. John L. Studevaut, President  
Local 1497, AFSC&ME, AFL-CIO  
103 W. Alexandrine  
Detroit, Michigan 48201

Re: Four (4) Day Work Week - Article (13)

Dear Mr. Studevaut:

This letter serves to address some concerns raised by the Union during the course of negotiations regarding the implementation of a four (4) day work week.

If it is the intent of the University to initiate a four (4) day work week it will be only during the months of May through September. This period may, however, be extended by mutual agreement between the parties.

Should a four (4) day work week result in effecting any undue hardship to an Employee, the affected Employee shall have the opportunity, upon mutual agreement between the University and the Union, to switch with another Employee who would prefer a four (4) day work week. Once such a switch is made it shall be permanent and remain in effect for the duration of the four (4) day work week period. At the completion of the period, the Employees may, at their option and upon mutual agreement, return to the positions occupied prior to the switch.

Very truly yours,  
Philip E. Heideman  
Assistant Vice President  
for Human Resources

LETTER OF AGREEMENT #3

December 14, 1993

Ms. Linda Fields, President  
Local 1497, AFSC&ME, AFL-CIO  
16861 Wyoming  
Detroit, Michigan 48221

Re: Article (25), B. - Job Assignments

Dear Ms. Fields:

During the course of negotiations, the Union expressed some concern regarding shift preference as it pertains to the modification of job assignments.

When a modification of job assignments is made which results in the change of an Employee's shift, the affected Employee may utilize classification seniority to displace the least senior person on the Employee's present shift provided his/her classification seniority is greater. The displaced Employee will then be assigned to the modified position.

Additionally, employees in parking, who are assigned closure duties, may utilize classification seniority to bid off the closure assignment. However, their assignment to other start times shall be at the supervisor's discretion.

Very truly yours,  
Bruce J. Gluski  
Contract Administrator  
Labor Relations



LETTER OF AGREEMENT #4

~~October 18, 1979~~

~~Mr. John L. Studevant, President  
Local 1497, AFSC&ME, AFL-CIO  
103 W. Alexandrine  
Detroit, Michigan 48201~~

~~Re: Mail Room Overtime~~

~~Dear Mr. Studevant:~~

~~There is currently refinement in the contractual overtime system utilized in the Mail Room.~~

~~This method offers the opportunity to work overtime when overtime is available. It shall be distributed equally to employees working within the same job assignment. An overtime list of employees within each job assignment who wish to work overtime (in order of seniority) shall be maintained.~~

~~All other provisions regarding overtime remain in effect.~~

~~It is understood the University has no current intent to alter that method of overtime. Should the method be altered, the University would discuss with the Union the proposal and consider any suggestions to improve the system.~~

~~Very truly yours,  
Philip E. Heideman  
Assistant Vice President  
for Human Resources~~

LETTER OF AGREEMENT #5

July 5, 1977

Ms. Erma Ward, President  
Local 1497, AFSC&ME, AFL-CIO  
103 W. Alexandrine  
Detroit, Michigan 48201

Re: Student Assistants

Dear Ms. Ward:

It is the present intent of the Physical Plant to employ student assistants and/or technicians for the purpose of assisting in the filling of the work assignments of custodians who are absent for periods of one (1) week or more, but less than six (6) months, because of illness or disability including short-term disability, vacations, and leaves of absence. It is understood that any one technician/student will not perform work in the position of any one absent custodian for a period in excess of 2 1/2 months. The hiring, retention and numbers of such student assistants and/or technicians will depend on operational needs and budgetary limitations as determined by management.

Very truly yours,  
Dinah Currier  
Labor Relations Coordinator

DC/kjl

LETTER OF AGREEMENT #6

March 15, 1990

Ms. Linda Fields, President  
Local 1497, AFSC&ME, AFL-CIO  
16861 Wyoming  
Detroit, Michigan 48221

Re: Job Assignments

Dear Ms. Fields:

The Union raised concerns regarding the current configuration of "Project and Relief" assignments within the custodial classification.

While the University retains the right to organize the work force, determine job assignments and make necessary modifications in the best interests of the University, there is presently no intent to significantly increase the number of full and partial "Project and Relief" assignments from the number that currently exists.

Sincerely,

Brenda R. Malone  
Asst. Vice President  
Labor Relations

LETTER OF AGREEMENT #7

April 22, 1987

AFSCME, Local 1497  
Detroit, Michigan 48221

Re: Site Location - Salary Considerations

Considerable discussion was had during these negotiations regarding a letter of agreement dated September 20, 1973, that was included in several subsequent Collective Bargaining Agreements.

That letter dealt with the subject of Employees working out of classification or in different locations at the Matthaei facility.

The concept of Employee entitlements under these circumstances is an important one, and for that reason this letter will serve to clarify the University's position regarding this issue.

It must be understood that mere physical location at the situs of an absent Employee who happens to hold a higher classification does not carry with it the commensurate hourly rate increase unless, and until, the person so occupying that position is specifically told by supervision to perform the special additional responsibilities of the higher classification.

To further clarify, if a higher classified Employee is absent, the move of a lower classified Employee to the work location of the higher classified Employee does not automatically result in an hourly increase. Such an increase only results with the assignment by supervision of such specialized and specific duties performed by the higher classification.

Very truly yours,

Brenda R. Malone  
Contract Administrator

LETTER OF AGREEMENT #8

April 22, 1987

AFSCME, Local 1497  
Detroit, MI

Re: Graduate Tuition Benefits

In 1986 the Internal Revenue Code was modified to require that Graduate Tuition benefits be treated as taxable income to the employee.

As a result of that modification, the University instituted a Tuition Reimbursement Program for graduate courses taken by employees.

A recent modification of the Internal Revenue Code has now resulted in the treatment of Graduate Tuition Benefits as non-taxable once again. Accordingly, the University has re-instituted the Tuition Assistance Program for graduate level course work.

It is understood that, should the status of the Internal Revenue Code change again with respect to Graduate Tuition Benefits and result in the treatment of such benefits as taxable income, the University will reinstate the Reimbursement program or such other program as will result in compliance with the code.

Yours very truly,

Brenda R. Malone  
Contract Administrator

LETTER OF AGREEMENT #9

~~April 22, 1987~~

~~AFSCME, Local 1497  
Detroit, MI~~

~~Re: Employee Assistance Program~~

~~Considerable discussion was had during these negotiations regarding the deletion of the Letter of Agreement dated November 24, 1981, regarding the Employee Assistance Program.~~

~~The outcome of those discussions 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~~

LETTER OF AGREEMENT #10

~~April 22, 1987~~

~~AFSCME, Local 1497  
Detroit, MI~~

~~Re: Article (1) Recognition.~~

~~The University and the Union agree to delete the classifications of Building Attendant and Senior Building Attendant at McGregor Memorial Conference Center from representation by AFSCME, Local 1497 provided, however, that the affected employees are placed into Custodial positions and suffer no loss of wages, benefits or contractual rights as a result of this agreement. Further, the parties agree that the classification seniority such employees earned as Building Attendants will be considered as their Custodial Classification seniority upon their placement into Custodial positions.~~

~~In exchange, the University agrees to voluntarily recognize Michigan Council 25, AFSCME Local 1497, AFL-CIO, as the exclusive representative of employees hired into positions in the buildings known as the Criminal Justice Institute and the Merrill Palmer Institute to perform those custodial duties traditionally performed by the bargaining unit.~~

~~Upon the signing of this Collective Bargaining Agreement the University will take the steps necessary to staff custodial positions in these buildings with members of AFSCME, Local 1497.~~

~~Very truly yours,  
Brenda R. Malone  
Contract Administrator~~

LETTER OF AGREEMENT #11

March 15, 1990

Ms. Linda Fields, President  
Local 1497, AFSC&ME, AFL-CIO  
16861 Wyoming  
Detroit, MI 48221

Re: Classroom Attendant

Dear Linda:

During negotiations the parties agreed to continue the classification of Classroom Attendant.

Further, the University agrees that in the event of layoff or reduction in force, employees classified as Classroom Attendant will be laid off before any employees classified as Custodian. Likewise, in the event of recall, laid off Custodians will be recalled prior to employees who are on layoff and classified Classroom Attendants.

Classroom Attendants will not replace or displace custodial employees. Classroom Attendants shall not exceed 14% of the number of budgeted positions that are classified as Custodians.

Sincerely,  
Brenda R. Malone  
Asst. Vice President  
Labor Relations



LETTER OF AGREEMENT #12

~~April 22, 1987~~

~~AFSCME, Local 1497  
Detroit, MI~~

~~Re: Vacation Requests~~

~~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~~

LETTER OF AGREEMENT #13

~~March 15, 1990~~

~~Ms. Linda Fields, President  
Local 1497, AFSC&ME, AFL-CIO  
16861 Wyoming  
Detroit, MI 48221~~

~~Re: Overpayments~~

~~Dear Linda:~~

~~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 through payroll deductions. Nothing contained in this letter shall preclude the parties from making alternate arrangements to repay the amount owing.~~

~~Sincerely,  
Brenda R. Malone  
Asst. Vice President  
Labor Relations~~

LETTER OF AGREEMENT #14

RESERVED FOR FUTURE USE

LETTER OF AGREEMENT #15

~~March 15, 1990~~

~~Ms. Linda Fields, President  
Local 1497, AFSC&ME, AFL-CIO  
16861 Wyoming  
Detroit, MI 48221~~

~~Re: Article (18) Illness Day Plan~~

~~Dear Linda:~~

~~The parties understand and agree to continue the practice whereby the University exercises discretion with respect to excusing "occasional and unexpected tardiness" from affecting the accrual of illness days. Such "occasional and unexpected tardiness," if excused for purposes of the accrual, must be charged to the vacation bank.~~

~~Sincerely,  
Brenda R. Malone  
Asst. Vice President  
Labor Relations~~

LETTER OF AGREEMENT #16

November 2, 1992

~~Ms. Linda Fields  
AFSCME, LOCAL 1497  
16861 Wyoming  
Detroit, MI 48221~~

~~Re: Smoke-Free Campus~~

~~Dear Ms. Fields:~~

~~It is agreed that the University may establish a committee comprised of representatives of the University and of each bargaining unit for the purpose of studying the needs for, the feasibility of, and the cost projections for a smoke-free campus. The committee may also invite other individuals to participate in its deliberations.~~

~~This committee shall present a report to the bargaining agents and to the University by May 1, 1993.~~

~~Sincerely yours,~~

~~Bruce J. Gluski  
Contract Administrator  
Labor Relations~~

~~This conforms to our agreement.~~

~~Linda Fields, President  
AFSCME, Local 1497~~

LETTER OF AGREEMENT #17  
WAYNE STATE UNIVERSITY

~~October 28, 1995~~

~~Mr. Horace Stallings, President  
AFSCME Local 1497  
c/o Grounds Department  
Facilities Planning and Management  
5743 Woodward  
Detroit, MI 48202~~

~~RE: Attendance Expectations~~

~~Dear Mr. Stallings:~~

~~The parties agree that absenteeism and tardiness can significantly disrupt service and shift work unfairly on co-workers. It is reasonable to expect employees to be promptly at their work sites, ready to work at the designated times.~~

~~The parties reaffirm the already existing rights under the contract for management to implement and enforce attendance standards. Such attendance standards may include specifying required documentation for absence.~~

~~Sincerely,~~

~~Gail M. Wilson  
Contract Administrator~~

(Letter of Agreement #18)

~~October 28, 1995~~

~~Mr. Horace Stallings, President  
AFSCME Local 1497  
c/o Grounds Department  
Facilities Planning and Management  
5743 Woodward  
Detroit, MI 48202~~

~~RE: Set ups/Furniture Moves~~

~~Dear Mr. Stallings:~~

~~The parties agree that employees in the Custodial classification assigned to the Medical School complex shall be responsible for moving furniture and performing room set-ups (tables and chairs) under the following conditions:~~

~~Custodians will be required to conduct minor set-ups as requested. "Minor" set-ups are defined as moves which can comfortably be performed by a single employee and generally involve the movement of small tables and the accompanying chairs.~~

~~Major set-ups and/or furniture moves will no longer be conducted by the Custodian classification. "Major" set-ups are defined as moves which cannot be performed comfortably by a single employee, those which require the use of equipment to effect the move, those which require movement from one room to another, those which require movement from one floor to another, and/or those which require movement to or from a building. "Major" set-ups have traditionally been performed at Scott Hall, and the Elliman building, but are not limited to those locations.~~

~~Additionally, removal of larger and or bulky items not generally considered normal refuse shall remain the responsibility of the user.~~

~~Sincerely,~~

~~Gail M. Wilson  
Contract Administrator~~

~~This conforms to our agreement  
of 4/12/95. (See attached.)  
Horace Stallings, President~~

**AGREEMENT BETWEEN AFSCME LOCAL 1497  
AND THE CUSTODIAL SERVICES DEPARTMENT  
IN SETTLEMENT OF GRIEVANCE NOS. 94-14 AND 94-30**

The parties agree that employees in the custodial classification assigned to the Medical School Complex shall be responsible for moving furniture and performing room set-ups (tables and chairs) under the following conditions:

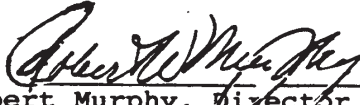
Custodians will be required to conduct minor set-ups as requested. "Minor" set-ups are defined as moves which can comfortably be performed by a single employee and generally involve the movement of small tables and the accompanying chairs.


Major set-ups and/or furniture moves will no longer be conducted by the Custodian classification. "Major" set-ups are defined as moves which cannot be performed comfortably by a single employee; those which require the use of equipment to effect the move, those which require movement from one room to another, those which require movement from one floor to another, and/or those which require movement to or from a building. "Major" set-ups have traditionally been performed at Scott Hall, and the Elliman Building, but are not limited to those locations.

Additionally, removal of larger and/or bulky items not generally considered normal refuse shall remain the responsibility of the user.

For the Department:

For the Union:

  
\_\_\_\_\_  
Robert Murphy, Director  
Custodial Services

  
\_\_\_\_\_  
Horace E. Stallings, President  
AFSCME Local 1497

Dated: 4/13/95

Dated: 4-12-95



LETTER OF AGREEMENT # 19

WAYNE STATE UNIVERSITY

November 26, 2002

Mr. John Carter Jr., President  
AFSCME Local 1497  
c/o Custodial Services Department  
Facilities Planning and Management  
5743 Woodward  
Detroit, MI 48202

RE: Parking Compensation and Other Modifications for Those Hired after Ratification

Dear Mr. Carter:

For those hired in the department of Parking and Transportation Services after November 18, 2002, the following applies:

- 1.) The starting wage will be \$2.00 less than current rate for 1<sup>st</sup> year.  
1 to 2 year wage will \$1.00 less than current rate.  
2 to 3 year wage will be \$0.50 less than current rate.  
3rd year = parity
- 2.) For those hired during and after FY 2003, the parking vacation accrual shall be as follows:  
for 0 through 4 years shall be 9 days  
for 5 through 10 years shall be 12 days  
for 11 years or more shall be 17 days  
Maximum accrual, 23 days
- 3.) For those hired during and after FY 2003, the illness accrual shall be 4.0 hours per pay period without ANY loss of pay
- 4.) For those hired during and after FY 2003, the probationary period shall be six months
- 5.) For those promoted into parking during and after FY 2003, management may return those regarded as unsatisfactory during the 90 day trial period the trial period
- 6.) AFSCME employees bidding downward into Parking positions (i.e., demotions) shall start at the new one year rate.

Sincerely,

Bruce J. Gluski  
Director of Labor Relations

This conforms to our agreement

John Carter Jr., President

## Letter of Agreement #20

November 26, 2002

Mr. John Carter Jr., President  
AFSCME Local 1497  
c/o Custodial Services Department  
Facilities Planning and Management  
5743 Woodward  
Detroit, MI 48202

RE: Supervisory Promotions

Dear Mr. Carter:

Promotions to supervisor, if made from candidates from the bargaining unit, shall be based on the following criteria:

1. The minimum level of AFSCME seniority shall be 3.5 years for custodial supervisors and one year for supervisors of other AFSCME employees outside of DLAR.
2. Promotions shall be based primarily on qualifications, but where those are equal, then the most senior candidate will be selected.
3. The criteria shall include:
  - a) Job performance on previous assignment
  - b) Job knowledge applicable to new position.
  - c) Absentee record.
  - d) Disciplinary record.
  - e) Ability to perform the essential functions of the position, with or without reasonable accommodation.
  - f) Leadership ability.
4. The University may use assessment center techniques to evaluate leadership.
5. A supervisor demoted from the supervisor's bargaining unit may be returned to the AFSCME bargaining unit in the prior classification, applying AFSCME seniority that was frozen upon the date of promotion. This applies only to promotions from AFSCME after 10/01/02.

Sincerely,

Bruce J. Gluski  
Director of Labor Relations

This conforms to our agreement

John Carter Jr., President

~~LETTER OF AGREEMENT #21~~

~~WAYNE STATE UNIVERSITY~~

~~February 10, 2006~~

~~Mr. Horace Stallings, President  
AFSCME Local 1497  
c/o Custodial Services Department  
Facilities Planning and Management  
5743 Woodward, #110  
Detroit, MI 48202~~

~~RE: Mail Clerk Classification—Permanent addition of 20 cents per hour~~

~~Dear Mr. Stallings:~~

~~Though it has been the practice in the past, there is no document in place that mandates that WSU Mail Room Clerks are to be paid an extra 44 cents per hour when they are driving a University vehicle. The University has observed that practice. The job classification description of the Mail Clerk lists among its minimum qualifications: Possession and maintenance of a valid Michigan vehicle operator's license and satisfactory driving record as determined by University policy." The ability to drive is part of the position. Driving has been factored into the hourly pay rate of other WSU job classifications, and the Mail Clerk classification should be no different. The practice of computing hourly liability has become a hardship on the University, and it will be discontinued as indicated by the following. It is agreed that rather than continue to calculate each time/hour a Mail Clerk has driven, that all current Mail Clerks will receive a one time only increase of an additional 20 cents an hour, across the board, effective November 7, 2005. This increase is separate and aside from any other union wide negotiated across the board increases received by AFSCME.~~

~~Sincerely,~~

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

~~This conforms to our agreement~~

~~Horace Stallings, President~~

(Letter of Agreement #22)

September 30, 2009

~~Mr. Horace Stallings, President  
AFSCME Local 1497  
c/o Custodial Services Department  
Facilities Planning and Management  
5743 Woodward, #110  
Detroit, MI 48202~~

~~RE: Step 3 and Step 4 grievance meetings~~

~~Dear Mr. Stallings:~~

~~Upon ratification of 2008 contract, for a one year trial/pilot period, running October 1, 2009 through October 1, 2010, either the union or the employer shall have the right to secure a State-certified stenographer or court reporter for the accurate reporting of either Step 3, or Step 4 grievance meetings. There will be no oath administered to meeting attendees. Notice to the non-securing party shall be received within 24 hours after the securing party's confirmation of the booking of a stenographer or court reporter. When transcripts have been received by the securing party, a copy shall be provided to the non-securing party, within seven (7) working days, at no cost. At the end of the one year trial/pilot, either party may withdraw from this agreement (LOA#22).~~

~~Sincerely,~~

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

~~This conforms to our agreement~~

(Letter of Agreement #23)

September 30, 2009

~~Mr. Horace Stallings, President  
AFSCME Local 1497  
e/o Custodial Services Department  
Facilities Planning and Management  
5743 Woodward, #110  
Detroit, MI 48202~~

~~RE: Family and Medical Leave Act~~

~~Dear Mr. Stallings:~~

~~The Employer recognizes its responsibility for administering the Act in accordance with all rules and regulations as provided under the law. The University will continue to adhere to the dictates of the Family and Medical Leave Act of 1993, as amended.~~

Sincerely,

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

~~This conforms to our agreement~~

~~Horace Stallings, President~~