

WSU/AFSCME LOCAL #1497
2016 Contract Negotiations

CONTRACTUAL ADJUSTMENTS TO NEW 2016-2020
COLLECTIVE BARGAINING AGREEMENT

Note: All new language show as **bold, and
All deletions show as ~~strikethroughs~~

NEGOTIATED ADJUSTMENTS

Effective October 1, 2017
(unless designated otherwise)

WSU LABOR RELATIONS

Adjustment #1

TA'd 12/15/16

Four (4) year Agreement- 2016- 2020



Adjustment #2

TA'd 04/13/17

ARTICLE (2) UNION SECURITY (Right to Work Law Changes)

VOLUNTARY UNION MEMBERSHIP

Right to Work: Each Employee shall have the right to join, or not to join, the Union as she/he individually prefers, it being agreed that there shall be no discrimination or coercion by the Employer or by the Union in connection with the decision of the individual Employee.

The Employer agrees that it will not interfere with the free choice of any Employee regarding the decision to join, or not join, or to continue or discontinue membership in the Union, and further agrees that it will in no way discriminate in favor or against any members and representatives will not abuse or threaten any Employee in an effort to persuade him to join, or to remain a member of the Union.

To the extent that laws of the State of Michigan permit it is agreed that:

- A. **By law, During the term of this at the expiration of the 2012-2016 Agreement (September 30, 2016) every Employee in this Bargaining Unit shall not be required, as a condition of continued employment, to: (1) become members of the Union (by paying Union dues) nor may at his/her option elect to pay Union dues, or shall, as a condition of employment, (2) pay to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union.**
- B. **An Employee in the Bargaining Unit who elects to become a member of the "Union" shall tender a service fee equivalent to the amount of dues uniformly required of a member and who is not more than sixty (60) days in arrears shall be deemed to meet the condition of this section. Said dues shall be tendered on or before the 10th day after the 30th day following the beginning of their employment.**
- C. **Employees in the Bargaining Unit who elect to pay a service fee, shall be required as a condition of employment to tender their service fee equivalent to the amount of dues, on or before the 10th day after the 30th day following the beginning of their employment.**
- D. **The Employer shall be notified in writing by the Union of any applicable Employee who is more than sixty (60) days in arrears in such payment as elected in (A) above.**
- E. **The Union shall indemnify and save the University harmless from any and all claims, demands, suits, or any other action arising from this Article or Article (5), or from complying with any request for termination under this Article.**



Adjustment #3

TA'd 04/13/17

ARTICLE (5) COLLECTION OF UNION DUES OR SERVICE FEE/ CHECK-OFF PROCEDURE

(Right to Work Law Changes)

- A. Payment by Check-off: Members of the Bargaining Unit, **if they so elect**, shall tender their Union Dues or a Union Service Fee equivalent to the amount of dues uniformly required of members of the Union by signing an authorization for ~~Service Fee check-off form~~, **provided by the Employer.**
- B. Check-off Form: During the life of this Agreement and in accordance with the terms of the authorization for ~~said Union Dues or Service Fee check-off form~~, the Employer agrees to ~~deduct Union Dues or Service Fee equivalent to the amount of dues uniformly required of members of the Union~~ **make deductions** from the pay of each member of the Bargaining Unit who ~~executed~~ **agrees and completes** the form.
- C. The Employer shall not be responsible for checking off or collecting Union Dues or Service Fees during periods of leaves of absence for which the Employee received no pay from the Employer.
- D. It shall be the duty of the Employer at the time of hire to provide the Employee with the Check-off Form. ~~and inform the Employee of his/her responsibility to pay a Service Fee.~~ **It shall be the independent duty of the Union to notify and/or provide any additional forms to the Employee that are required for bargaining unit membership.**
- E. The Employer shall notify the Union within ten (10) days of any Employee hired, rehired, reinstated, or transferred into the Bargaining Unit, and will furnish the Union, no later than the tenth (10th) of the month a listing of all Union Dues or Union Service Fees deducted for the previous month showing the name, file number, pay code, and amount deducted from all members of the Bargaining Unit, including additions and deletions since the last listing with explanation of changes.
- F. The Employer shall not be liable to the Union by reason of the requirements of this section for the remittance or payments of any sum other than that constituting actual deductions made from wages earned by Employees.



Adjustment #4

TA'd 01/12/17

ARTICLE (6) UNION REPRESENTATIVES ("B" New 2nd paragraph)

- B. Stewards, Alternate Stewards, and Grievance Committee members shall suffer no loss of time or pay for time necessarily lost from their regularly scheduled working hours while investigating and presenting grievances as provided in the grievance procedure. It is expressly understood that in no event shall any Union representative leave work for grievance purposes as provided in the grievance procedure without first notifying and obtaining supervisory approval. The Supervisor must be provided with the purpose, location, and approximate time (if possible) and such time off shall not be beyond reasonable limits. The supervisor will grant permission to leave subject to exceptions for operational difficulties and emergencies, provided grievance time limits will be extended as necessary where such persons are prevented from fulfilling their responsibilities.

There shall be no additional payments of any kind to any Employee for non-work time devoted to grievance handling, other Union business, or bargaining, before or after working hours (except as indicated in Article 6.E).

Adjustment #5

TA'd 04/13/17

ARTICLE (6) UNION REPRESENTATIVES

- D. The Union will provide the University with a current list of Stewards, Alternate Stewards, and members of the Grievance Committee **within ten (10) calendar days of any list change (s) provided the University reciprocates with any changes in WSU Labor Relations representation.** The Union and University will not ask ~~the University~~ each other to recognize any ~~Union~~ representative who is not included on such a list.

Adjustment #5

TA'd 04/13/17

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):**

Adjustment #6

TA'd 01/12/17

ARTICLE (7) GRIEVANCE PROCEDURE (Section "B")

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. ~~The grievant or one designated member of a group may also be present. In the event the Pre-arbitration Committee is unable to arrive at a mutually acceptable solution and the grievance is not resolved, the grievance may be submitted to arbitration under the Voluntary Labor Arbitration Rules, then obtaining, of the American Arbitration Association pursuant to Section C. below. A written disposition will be given to the Union within five (5) working days following the Pre-arbitration Hearing.~~ **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.**

Adjustment #7

TA'd 12/15/16

ARTICLE (8) PROBATION (Correction/Clarification)

- 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 representatives of ~~the Human Resources Division~~ **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.
-

Adjustment #8

TA'd 04/27/17

ARTICLE (14) OVERTIME (D-New 2nd Paragraph)

- D. A record of the overtime hours worked (including refused overtime) by each Employee shall be posted on the bulletin boards in the appropriate departments monthly.

An accumulative record of overtime hours worked or offered each employee shall continue to be made available to the Local Union Representative upon request.

Adjustment #9

TA'd 01/12/17

ARTICLE (14) OVERTIME (New Section G)

G. Pyramiding,

There shall be no pyramiding of overtime: defined as the use of multiple premium multipliers on any single or block of hours. In other words, once an hour is counted as an overtime hour for the purposes of daily overtime, that same hour cannot be counted as an hour worked for the purpose of weekly overtime. The same principle applies to closure compensation.

Adjustment #10

TA'd 04/27/17

ARTICLE (16) CHRISTMAS/NEW YEAR'S CLOSURE

- A. Christmas/New Year's Closure is defined as the period from December 25 through January 1. Employees will be given time off their regularly scheduled work days with pay during Christmas/New Year's Closure. An Employee required to work on any day(s) during this period other than those days designated as official holidays will be given compensatory time off on a straight time basis at a later date. 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.** At the discretion of the University, an Employee may receive additional pay, on a straight time basis, in lieu of compensatory time.
-

Adjustment #11

TA'd 01/12/17

ARTICLE (18) ILLNESS DAY PLAN

- D. Physical examinations shall be given ~~at the University Health Service or~~ by the University's designated clinics, by appointments arranged through ~~the University Employment Services Office~~ **WSU Human Resources** under the following conditions:
-

Adjustment #12

TA'd 12/15/16

ARTICLE (18) ILLNESS DAY PLAN (Correction/ Clarification)

E. Absence Call-In Procedure, Due to Illness

Communication with ~~the Employment Services Center~~ **Human Resources** does not satisfy the University's absence notification requirement. It is a basic WSU (and universal) expectation that employees, not ~~Employment Services~~ **Human Resources**, will notify their immediate supervisor of any variances from their established work schedule (supervisory notification unless otherwise designated by the employee's department). FMLA application/approval does not relieve an employee of their notification responsibility.

Adjustment #13

TA'd 03/23/17

ARTICLE (19) BEREAVEMENT LEAVE (to match Article 18.B.5)

- C. Up to three (3) **consecutive** 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, and the Employer reserves the right and discretion to require verification of absence when deemed appropriate.

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

Adjustment #14

TA'd 03/23/17

ARTICLE (23) TIME OFF FOR UNION OFFICERS AND DELEGATES

- A. The Union President or designee shall be given a total of eight (8) hours off per week with pay to transact the affairs of the Union. When the eight (8) hour Union President business day falls on an observed holiday, an alternative Union business day (during the same week) may be selected by **the Union President or designee, by mutual agreement between the parties (Management and the Union) management**, based on needs of service. A semester schedule of time off will be submitted two (2) weeks before the semester for approval to the Supervisor. If a change in the semester schedule is desired, the Union must provide two (2) weeks advance notice (**in writing**) of such change for approval to the Supervisor.
-

Adjustment #15

TA'd 04/27/17

ARTICLE (41) GENERAL PROVISIONS

A. Clothing Allowance:

1. Four (4) sets of ~~permanent press uniforms (consisting of pants, shirts, dresses, pantsuits~~ with appropriate employee identification) will be provided to all Employees in the Bargaining Unit **upon completion of the probationary period**, unless waived by the Departmental Administrator. Female Employees shall have the option of selecting either dresses, pantsuits or shirts and pants.
2. Uniforms which are worn out or damaged (**defined as frayed, tattered, discolored, split, or torn**) will be exchanged for a new uniform (**on a piece-for-piece basis**) without undue delay. (~~Long or short sleeve shirts, and dresses or pant suits for women.~~)
3. Employees who are supplied such uniforms will wear them when on duty.

Adjustment #16

TA'd 08/17/17

ARTICLE (41) GENERAL PROVISIONS (New 3rd paragraph in Article 41.B)

- B. Personnel File: The University will continue to honor requests from Employees to examine and discuss the contents of their personnel files with a personnel representative in the Personnel Office. These files are the official Employee files for disciplinary purposes.

It is recognized that these files do contain such matters as answers to reference checks, and other reports, made at the time of their application for employment which have been solicited with the Employee's consent and have been received from reference sources in confidence. The University will respect that confidence and will not disclose such information even to the Employee involved.

Confidentiality of Records: Employee Medical Records shall be accessed by:

1. **Only authorized Employees, vendors, or representatives of the Employer, or otherwise as authorized or permitted by law, or;**
2. **An Employee's respective union with the Employee's written permission, which the Employee may revoke at any time or;**
3. **Another third party with the Employee's written permission, provided that the Employee may revoke at any time.**

Adjustment #17

TA'd 12/20/17

ARTICLE (43) SCHEDULE OF WAGES (Across-the-Board Payment for 2017-2019 Contract Years)

It Is mutually understood that:

This arrangement shall have no bearing on any other WSU bargaining unit, and shall not create any additional bargaining rights for this, or any other WSU union.

2017– 2018-- 1.5% ATB increase to the base salary of bargaining unit members; steps funded. Effective with the first pay period in January, 2018. 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 July, 2017.

2018– 2019-- 2.0% ATB increase to the base salary of a bargaining unit members; steps funded. Effective with the first pay period in January 2019. Plus an additional 0.5% to base salary of 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 July 1,2018.

2019– 2020-- 1.0% ATB increase to the base salary of bargaining unit members; steps funded. Effective with the first pay period in January, 2020. 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 July 1, 2019.

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

~~Effective with the 2002-2005 contract, the new hire rate for custodians shall be reduced to \$1 less than the current new hire rate. By the third year of employment, new hires shall make the top rate for custodians, moving up in 1/3 increments towards the top rate after each year of service.~~

~~Established with the 2005-2008 contract, the pay rate for Classroom Attendants shall be increased by 20 cents per hour (from the rate in effect as of 10/01/05), effective on 10/01/05.~~

~~Following are the hourly rate changes, which represent AFSCME employees who have adhered to the WSU Attendance Standards during the life of this 2012-2016 contract:~~



Adjustment #18

TA'd 04/27/17

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 emergency closure days regardless of public communications that the University is closed. Those who report and work shall receive an amount of compensatory time equal to the time which they worked. Such compensatory time shall be used within ninety (90) calendar days from the date earned in accordance with the operational needs of the department, or it shall be forfeited. **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.

