CONTRACTUAL ADJUSTMENTS TO NEW 2017-2019 COLLECTIVE BARGAINING AGREEMENT

**Note: All new language is bolded, and
All deletions show as strikethroughs

NEGOTIATED ADJUSTMENTS

Effective August 1, 2017
(unless designated otherwise)

WSU LABOR RELATIONS
Adjustment#1

ARTICLE (1) RECOGNITION EMPLOYEES COVERED (Add bold new job classifications)

Accountant I
Accountant II
**Acquisition Editor- Univ. Press**
Acquisitions Editor, Sr.
Administrative Assistant
Administrative Assistant I
Administrative Assistant II
Administrative Assistant III
Administrative Assistant IV
Applications Project Leader
Applications Specialist I
Applications Specialist II
Applications Specialist LD
Applications Specialist SR
Applications Technical Advisor
Applications Technical Analyst
Applications Technical Analyst LD
Applications Technical Analyst SR
Archivist Assistant I
Archivist Assistant II
Assistant Buyer
Assistant Editor
Assistant Music Director
Assistant Radiation Safety Officer
Audio Engineer/Producer II

Broadcast Manager
Budget Analyst I
Budget Analyst II
Budget Analyst III
Business Manager I
Business Manager, University Press
Business Systems Analyst I
Business Systems Analyst II
Business Systems Analyst LD
Business Systems Analyst SR
Buyer I
Buyer II

Child Care Services Coordinator

Child Care Services Worker
**CHR Program Coordinator**
Collections Specialist
Commodity Specialist

**Data Analyst**
Data Analyst, Graduate Admissions
Database Administrator
Database Administrator LD
Database Analyst I
Database Analyst II

**Digital Content & Communities Assistant**
Editorial Specialist
Electronic Publishing Coordinator
Enrollment Services Specialist
Environmental Health Specialist
Event and Conference Coordinator
Event Specialist, Undergrad Admissions

Facility Coordinator I
Facility Coordinator II
Financial Accounting & Budget Specialist
Financial Analyst I
Financial Analyst II
Forms Coordinator

Grant/Contract Administrator
Grant/Contract Administrator SR
Grant/Contract Officer I
Grant/Contract Officer II
Grant/Contract Officer III
Graphic Designer II
Graphic Designer SR

Hazardous Materials Specialist
Help Desk Analyst
**Help Desk Analyst I**
**Help Desk Analyst II**
Help Desk Analyst LD
Help Desk Analyst SR
Help Desk Supervisor
Human Resources Coordinator

Information Assistant I
Information Assistant II
Information Coordinator I
Information Coordinator II
Information Officer I
Information Officer II
Information Officer III
Instructional Technology Designer

IT Operations Specialist
IT Support Services Coordinator
Leasing & Billing Specialist
Library Assistant I
Library Assistant II
Library Assistant III

Marketing Specialist
Marketing Specialist, LD (C&IT)
Marketing/Sales Assistant

Media Production Manager
Mortuary Supervisor
Multimedia Assistant
Multimedia Specialist
Music Coordinator
Music Director
Network Engineer I
Network Engineer II
Network Engineer LD
Network Engineer SR

Network Support Specialist
News Director
News Editor, SR

Nursing Informatics & Simulation
Laboratory Analyst
Nursing Simulation Lab. Tech Support

Occupational Health & Safety Specialist
Operations Manager

Personnel Officer I
Personnel Officer II

Procurement Specialist
Producer/Director I
Producer/Writer
Program Associate
Program Coordinator-MI-AHEC (Nursing)
Program/Project Assistant I
Program/Project Assistant II
Program/Project Coordinator I
Programmer I
Programmer II
Programmer SR

Project Coordinator – Educational Outreach & International Programs
Promotion Assistant
Promotion Manager
Psychometric Security Officer
Psychometric Services Officer I
Psychometric Services Officer II
Psychometric Services Officer, Sr.
Publications Coordinator
Publications Coordinator (Sr.)

Research Compliance Administrator

Research Compliance Administrator Sr.
Research Compliance Administrator, LD

Sr. Leasing and Operations Specialist
Systems Administrator I
Systems Administrator II
Systems Administrator LD
Systems Administrator SR

Systems Architect Advisor
Systems Integrator I
Systems Integrator II
Systems Integrator LD
Systems Integrator SR
Systems Software Engineer I
Systems Software Engineer II
Systems Software Engineer LD
Systems Software Engineer SR

University Press Production & Design Mgr.

Videographer/Editor
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<th>WDET Creative Producer/Engineer</th>
<th>WDET Technical Operations Manager-Sr.</th>
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**Adjustment #2**

**TA’d 09/13/2017**

**ARTICLE (1) RECOGNITION- EMPLOYEES COVERED**

The University agrees that if any new or revised classifications are proposed covering comparable work as now being performed by any of the classifications in this Agreement, the University will notify the Union in writing at least **twenty-one (21) calendar days two (2) weeks** prior to the proposed implementation of the new or revised classifications and meet, upon request, to determine whether such classifications should become a part of this Agreement.

**Adjustment #3**

**Right to Work Changes**

**TA’d 12/12/2017**

**ARTICLE (3) UNION SECURITY**

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

A. The University agrees to notify all new Employees in classifications covered by this Agreement that the Union is the sole bargaining representative for their respective classifications.

B. Except as provided in C., below, Employees covered by this Agreement shall **not** be required as a condition of continued employment to become members in the Union or to pay service fees equal to the membership dues in accordance with the Constitution and By-Laws of the Union for the duration of this Agreement and any extensions thereof. An employee who is **not a member of the UAW at the time of this Agreement becomes effective** may become a member at any time after employment.
C. Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement shall not be required, as a condition of continued employment per state law, to become members of the Union, or to pay a service fee equal to membership dues for the duration or any extension of this agreement. If an Employee elects to do so, he/she must indicate his/her election on or before the thirtieth (30th) day following the beginning of their employment in the bargaining unit.

1. The Union security (but not dues check-off authorization) provisions of this agreement shall be of no force and effect to the extent that making or enforcing the provisions shall be contrary to Michigan State law; provided that if such law is either declared invalid, repealed or modified such lesser forms of union security such as “fair share” or “agency fee” that are again permitted by Michigan State law shall be allowed.

D. The University shall be notified in writing by the Union of any Employee in the Bargaining Unit who has elected to pay and is thirty (30) days in arrears in payment of membership dues, or service fees. Employees who fail to comply with this requirement shall be released by the University within thirty (30) days of such notice.

E. The Union shall indemnify and save the University harmless from any and all claims, demands, suits, or any other action arising from the above terms in this Article.

F. Any dispute that arises regarding membership, non-membership and payment or non-payment of dues or fees, shall be initiated in accordance with the Pre-arbitration step of the Grievance Procedure.

Adjustment #4

Right to Work Changes TA’d 12/12/2017

ARTICLE (4) UNION SERVICE FEE COLLECTION

A. Check-Off: During the life of the Agreement or any extension thereof, and in accordance with the terms of the form of Authorization for Payroll Deduction for Union Service Fee, the University agrees to deduct Union membership dues and service fees levied in accordance with the Constitution and By-Laws of the Union from the pay of each Employee who has executed the standard form of the University, "Authorization for Payroll Deduction for Union Service Fee" (Form 10-627) or who executes the form mutually authorizes such deduction in writing and in accordance with a standard form mutually acceptable to the University and the Union.
B. The University shall not be responsible for checking-off or collecting dues or service fees during periods of leaves of absence for which the Employee receives no pay from the University.

C. The University will furnish the Union no later than the tenth (10th) of the month a listing of all dues and service fees deducted for the previous month for all applicable Employees, including additions and deletions since the last listing with an explanation of changes. A check payable to the Union shall accompany the listing.

D. The University shall not be liable to the Union by reason of the requirements of this section for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees.

E. The Union shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of money from an Employee's pay made in accordance with this Article. It shall be the responsibility of the Employee to obtain appropriate refund from the Union.

Adjustment #5

TA’d 08/09/2017

ARTICLE (9) NO STRIKES/NO LOCK OUTS (Terminology Update)

The Union recognizes that during the life of this Agreement, neither it nor its officers, representatives, committee persons, and stewards will for any reason, directly or indirectly, call, sanction, or engage in any strike, walkout, slow-down, sit-down, stay-away, limitation of production, boycott of a primary or secondary nature, picketing or any other form of interference with the peaceful operation of the business of the University.

In the event that Employees represented by the Professional and Administrative Union engage in any of the above activities, the President of the Union or a representative thereof will, upon request from the Human Resources Division WSU Labor Relations Department, immediately notify them of the inappropriate nature of their activity and direct them to return to their jobs. The University agrees that during the term of this Agreement, it will not lock out any of the Employees covered by this Agreement.
ARTICLE (14) REDUCTION OF WORK FORCE AND RECALL (RECALL SECTION B)

B. Recall

1. No Change.

2. Notice of recall shall be sent to the “laid off” Employee at his/her last address of record by registered or certified mail, and the Union shall be copied on the recall notice simultaneously. If the Employee fails to respond within five (5) days from the date of delivery of the notice of recall, or in the event no delivery is possible ten (10) days after mailing, and/or if he/she does not agree to report to work within ten (10) days from the date of response, he/she shall be terminated, unless reasonable cause, in writing, prior to the filling of the position, is given for not responding or not reporting. Extension of the five (5) day period of response and the ten (10) day report-to-work period may be granted by the University for unusual circumstances or appropriate cause.

3. No change.

4. No change.

5. No change.

6. No change.

7. No change.
Adjustment #7

ARTICLE (15) PROMOTIONS AND TRANSFERS (Method 2)

A. 1. No change.
    2. No change.
    3. No change.
    4. No change.
    5. No change.
    6. Ability to perform the job with or without accommodation

The University shall maintain a list of P&A Method 2 qualified hiring authorities on the Human Resources website.

For Method 2 selections only, bargaining unit applicants with (1) who meet the minimum qualifications for the job classification, (2) with a satisfactory performance record and (3) a satisfactory attendance record/disciplinary history, in (1) a higher level classification, (2) the same job classification, or (3) the next lower level in the Classification Sequence, shall be interviewed for the subject vacancy. The University will be required to interview no more than ten (10) applicants per posting under these criteria.

Adjustment #8

ARTICLE (15) PROMOTIONS AND TRANSFERS (New Section “H”)

H. DEMOTION Out of respect for ‘time in classification,’ rather than be placed at ‘minimum’ a bargaining unit employee who is demoted to a lower paid/grade classification, shall be placed at the same step they held before the downward transfer.
**Adjustment #9**

**TA’D 08/09/2017**

**ARTICLE (44) ILLNESS/ DISABILITY BANK (Agreed)**

A full-time staff member receives full salary for periods of illness of up to one (1) month plus an additional number of months equal to the number of years of service completed, the total of such benefits not to exceed six (6) months pay for cumulative absences within any twelve (12) month period.

Effective as soon as administratively possible after ratification of the 2012 collective bargaining agreement, annual replenishment will cease. Illness days shall now accrue, at the appropriate rate, for each pay period. Illness leave shall not accrue in any pay period that the Employee has been on unpaid disciplinary suspension.

The Administrative Head of the Employee's unit is required to report all illness absences regardless of arrangements made to cover the assignments of the individual who is ill.

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**Adjustment #10**

**TA’d 09/13/2017**

**ARTICLE (50) MEDICAL INSURANCE**

A. Dependants (claimed on benefits forms) that are between 19-25 years of age are required to maintain at least half-time student status in order to receive medical, dental or vision benefits coverage. Coverage will lapse at the end of student status, or at the end of the year that the dependant turns 26, whichever comes first.

B. No Change.

C. No Change.

D. No Change.

E. No Change.

F. Dependants (claimed on benefits forms) that are between 19-25 years of age are required to maintain at least half-time students status in order to receive medical, dental or vision benefits coverage. Coverage will lapse at the end of student status, or at the end of the year that the dependant turns 26, whichever comes first.
Adjustment #11

TA’d 08/09/2017

**ARTICLE (51) DENTAL INSURANCE**  (Agreed to per Fact Finding Roumell’s 2015 recommendations)

A. The Employer shall provide dental care coverage to all non-probationary enrolled Employees as described in the contract between the Employer and Delta Dental of Michigan. **Effective March of 2016, members of the bargaining unit who participate in this plan shall be required to make a contribution equal to twenty percent (20%) of the premium rate for the coverage selected.**

Adjustment #12

TA’d 09/13/2017

**ARTICLE (51) DENTAL INSURANCE**  (section D)

D. Dependants (claimed on benefits forms) that are between 19-25 years of age are required to maintain at least half-time student status in order to receive medical, dental or vision benefits coverage. Coverage will lapse at the end of student status, or at the end of the year that the dependant turns 25, whichever comes first.

A covered dependant whom, after qualifying for dependant coverage as a student, becomes incapable of continuing classes due to a medically-verified emotional and/or physical condition will be retained at the same level of medical, dental, or vision benefits coverage for a maximum of one calendar year from the date of diagnosis, or until a) the end of the year that the dependant turns 25, b) the primary plan holder leaves University service, or c) the dependant’s health status allows them to return to eligible student status, whichever comes first.

Adjustment #13

TA’d 12/14/2017

**ARTICLE (56) SALARIES**

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

Effective the pay period including the date of ratification of the Agreement by the union in December of 2017 a 2% ATB increase to the base salary of the bargaining unit members; steps funded.

NON-IT REPRESENTED CLASSIFICATIONS

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<tr>
<th>SALARY GRADE</th>
<th>MINIMUM</th>
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<th>JOB RATE</th>
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2017-2018

Effective the pay period including the date of ratification of the Agreement by the union in December of 2017 a 2% ATB increase to the base salary of the bargaining unit members; steps funded.

IT REPRESENTED CLASSIFICATIONS

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WSU Labor Relations Department - 2017
2018-2019

Effective the pay period including January 1, 2019 a 2% ATB increase to the base salary of bargaining unit members; steps funded. Plus an additional 0.5% to base salary, only for those bargaining unit members who achieved at least a Fully Satisfactory (FS) overall rating during the WSU Performance Evaluation Process for bargaining unit members for the 2017/2018 assessment period of which ends on July of 2018.

NON-IT REPRESENTED CLASSIFICATIONS

<table>
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<tr>
<th>SALARY GRADE</th>
<th>MINIMUM</th>
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2018-2019

Effective the pay period including January 1, 2019 a 2% ATB increase to the base salary of bargaining unit members; steps funded. Plus an additional 0.5% to base salary, only for those bargaining unit members who achieved at least a Fully Satisfactory (FS) overall rating during the WSU Performance Evaluation Process for bargaining unit members for the 2017/2018 assessment period of which ends on July of 2018.

IT REPRESENTED CLASSIFICATIONS

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<th>SALARY GRADE</th>
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# It is agreed that the University/Union reserves the right to cause compensation provisions to be reopened for bargaining by giving notice to that effect by October 1st of contract year one, two, or three of this Agreement, in which event these compensation provisions may be changed by agreement, to be effective no later than August 1st of the following calendar year. Should the subject reopening result in non-agreement on compensation provisions, the wage matter shall be referred to the Michigan Employment Relations Commission (MERC) for resolution via mediation.

**Adjustment #14**

**TA’d 08/09/2017**

**ARTICLE (57) CLASSIFICATION/COMPENSATION SYSTEM --SALARY ADMINISTRATION PRINCIPLES** (new paragraph)

B. 1) No Change.

2) No Change.

3) Beginning August 1, 1993, step adjustments will be awarded to those eligible Employees who receive a satisfactory (fully satisfactory per 1992 review point) or above performance evaluation. Eligible Employees between minimum and job rate will move to the step appropriate for their classification hire date given a fully satisfactory performance evaluation. The appropriate salary step shall be determined by the classification seniority of the incumbent. As an example, for employees with two full years of classification seniority as of August 1 of the contract year, the appropriate step is step 2. For employees with more than one year of Classification seniority but less than two years classification seniority as of August 1 of a contract year, the appropriate step is step 1. One step a year for each year of satisfactory service in classification, supported by the annual performance evaluation form.

**Exception:** For employees in entry-level positions, management may move their salary up to two steps (not to exceed job rate) within 30 days upon successful completion of a six-month probationary period, subject to joint review and approval by Human Resources and Labor Relations. Entry-level is defined as the lowest level position in a job classification sequence containing two or more levels. Employees who have their probationary period extended are ineligible for this post-probationary period increase.
Adjustment #15

TA’d 08/16/2017

ARTICLE (58) COMPENSATION ADMINISTRATION RESPONSIBILITY

Hay implementation and Compensation and administration shall be the responsibility of the department of the Classification and WSU Compensation unit.

Adjustment #16

TA’d 12/11/2017

Two (2) year Agreement – 2017- 2019

Adjustment #17

TA’d 08/16/2017

ARTICLE (62) JOB AUDITS (Terminology update)

Job audits are to be requested by an Employee, the Employer or the Union in the form of a memo and submitted to the Classification and WSU Compensation Department. If an Employee is submitting a request, they are to notify the Union directly.

Upon receipt of the audit request memo, the Classification and WSU Compensation Department will send a position questionnaire to the Employee. The Employee is to complete their portion of the position questionnaire within twenty (20) working days of receipt. The supervisor is to review and comment on their portion of the position questionnaire within ten (10) working days of receipt from the Employee (this includes discussion and resolution to significant differences between the Employee's and the supervisor's view of the position) after which, the completed questionnaire is forwarded to the Classification and WSU Compensation Department.

The Classification and WSU Compensation Department will notify the Employee, the supervisor and the Union of all job audit recommendations.

If the job audit recommendation results in a change in position classification, the effective date is when the completed questionnaire is received in the Classification and WSU Compensation Department.

Both parties understand that in some instances involving involuntary re-class of an existing position and incumbent, re-class date may not be the appropriate date of classification seniority. The Union and Labor Relations will meet to discuss these instances and make determinations on a case-by-case basis, with exceptions made by mutual agreement. Otherwise, classification seniority from date of changed duties prevails.
Adjustment #18

TA’d 12/11/2017

ARTICLE (64) CHANGE AND TERMINATION

This Agreement shall remain in full force and effect until the 31st day of July, 2019, and thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, not more than 120 180 days and not less than 90 days prior to any anniversary date of this Agreement, of its desire to change in any way or to terminate the Agreement. Such written notice shall be sent by registered or certified mail to the other party. In the event such notice is given the parties shall begin negotiations within 45 days of notice.
WAYNE STATE UNIVERSITY

Date: August 1, 2017

Rosalind Willis, President
Professional & Administrative Union
UAW Local 1979
5057 Woodward Avenue, Ste. 2222
Detroit, MI 48202

RE: Participation in WSU Comprehensive Compensation Study

Dear Ms. Willis:

The parties hereby agree that, the results of the Hay Classification Study that was performed many years ago, require an update. To that end, the UAW P&A Local 1979 Bargaining Unit shall participate in a new comprehensive, campus-wide WSU Compensation Study of all WSU job classifications. Participation will commence after the ratification of the 2017 collective bargaining agreement, and will continue until its completion.

Prior to the commencement of the study, the University’s representative will schedule a meeting with the Executive Board of P&A Local 1979 to describe the process and allow the Board to raise questions and concerns regarding any part of the process.

Classifications identified as appropriately placed within P&A shall be placed into the bargaining unit. Employees currently represented by P&A, who, pursuant to the WSU Compensation Study would be placed into classifications that will not be represented by P&A, will remain in P&A in the revised classification, provided the employee continues to hold such classification. At the point that such positions become vacant, employees newly placed into such positions would no longer be represented by the bargaining unit.

The University will notify the Union in writing at least two (2) weeks twenty one (21) days prior to the proposed implementation and give P&A an opportunity to provide input on the proposed changes. Disputes regarding the proposed removal of classifications from P&A shall be discussed and if not resolved submitted directly to step 3 of the grievance procedures which could ultimately end in arbitration.

Respectfully,

Rebecca C. Ferguson, Interim Director
Labor Relations

This conforms to our agreement
Rosalind Willis, President, P&A UAW Local 1979