

WSU/UAW P&A Local 1979 2017 Contract Negotiations

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

TA'd 09/13/2017

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

Accountant I	Child Care Services Worker
Accountant II	CHR Program Coordinator
Acquisition Editor- Univ. Press	Collections Specialist
Acquisitions Editor, Sr.	Commodity Specialist
Administrative Assistant	
Administrative Assistant I	Data Analyst
Administrative Assistant II	Data Analyst, Graduate Admissions
Administrative Assistant III	Database Administrator
Administrative Assistant IV	Database Administrator LD
Applications Project Leader	Database Analyst I
Applications Specialist I	Database Analyst II
Applications Specialist II	Digital Content & Communities Assistant
Applications Specialist LD	
Applications Specialist SR	Editorial Specialist
Applications Technical Advisor	Electronic Publishing Coordinator
Applications Technical Analyst	Enrollment Services Specialist
Applications Technical Analyst LD	Environmental Health Specialist
Applications Technical Analyst SR	Event and Conference Coordinator
Archivist Assistant I	Event Specialist, Undergrad Admissions
Archivist Assistant II	
Assistant Buyer	Facility Coordinator I
Assistant Editor	Facility Coordinator II
Assistant Music Director	Financial Accounting & Budget Specialist
Assistant Radiation Safety Officer	Financial Analyst I
Audio Engineer/Producer II	Financial Analyst II
	Forms Coordinator
Broadcast Manager	
Budget Analyst I	Grant/Contract Administrator
Budget Analyst II	Grant/Contract Administrator SR
Budget Analyst III	Grant/Contract Officer I
Business Manager I	Grant/Contract Officer II
Business Manager, University Press	Grant/Contract Officer III
Business Systems Analyst I	Graphic Designer II
Business Systems Analyst II	Graphic Designer SR
Business Systems Analyst LD	
Business Systems Analyst SR	Hazardous Materials Specialist
Buyer I	Help Desk Analyst
Buyer II	Help Desk Analyst I
	Help Desk Analyst II
Child Care Services Coordinator	

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

WDET Creative Producer/Engineer
WDET Digital Content Communities Spec.
WDET Host
WDET Senior Media Engineer
WDET Technical Operations Assistant
WDET Technical Operations Manager

WDET Technical Operations Manager-
Sr.
WDET Technical Operations Specialist
Web Content Administrator
Web Developer
Web Writer/Editor

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, be required~~ 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 ~~nonpayment~~ 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.

Adjustment #6

TA'd 08/23/2017

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

TA'd 08/23/2017

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

TA'd 08/23/2017

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.

Adjustment #10

TA'd 09/13/2017

ARTICLE (50) MEDICAL INSURANCE

- A. Dependants (claimed on benefits forms) that are between 19-256 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 256, whichever comes first.
- B. No Change.
- C. No Change.
- D. No Change.
- E. No Change.
- F. Dependants (claimed on benefits forms) that are between 19-256 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 256, 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- 256 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 256, 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 256, 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

SALARY GRADE	MINIMUM	1ST STEP	2ND STEP	JOB RATE	MAXIMUM
09	35,193	37,539	39,885	42,230	52,787
10	38,343	40,898	43,454	46,010	57,511
11	41,989	44,791	47,589	50,388	62,985
12	45,967	49,029	52,192	55,158	68,950
13	50,696	54,075	57,458	60,837	76,046
14	56,166	59,914	63,657	67,401	84,253
15	62,553	66,720	70,893	75,062	93,829
16	70,014	74,682	79,348	84,016	105,019

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

SALARY GRADE	MINIMUM	1ST STEP	2ND STEP	JOB RATE	MAXIMUM
09	38,399	40,957	43,517	46,079	57,595
10	42,901	45,758	48,621	51,480	64,353
11	48,116	51,323	54,532	57,738	72,173
12	53,806	57,390	60,980	64,565	80,705
13	60,560	64,597	68,632	72,672	90,840
14	68,381	72,939	77,500	82,058	102,572
15	77,509	82,675	87,840	93,009	116,261
16	88,175	94,051	99,930	105,809	132,260

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

SALARY GRADE	MINIMUM	1st STEP	2nd STEP	JOB RATE	MAXIMUM
09	36,073	38,477	40,882	43,286	54,107
10	39,302	41,920	44,540	47,160	58,949
11	43,039	45,911	48,779	51,648	64,560
12	47,116	50,255	53,497	56,537	70,674
13	51,963	55,427	58,894	62,358	77,947
14	57,570	61,412	65,248	69,086	86,359
15	64,117	68,388	72,665	76,939	96,175
16	71,764	76,549	81,332	86,116	107,644

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

SALARY GRADE	MINIMUM	1ST STEP	2ND STEP	JOB RATE	MAXIMUM
09	39,359	41,981	44,605	47,231	59,035
10	43,974	46,902	49,837	52,767	65,962
11	49,319	52,606	55,895	59,181	73,977
12	55,151	58,825	62,505	66,179	82,723
13	62,074	66,212	70,348	74,489	93,111
14	70,091	74,762	79,438	84,109	105,136
15	79,447	84,742	90,036	95,334	119,168
16	90,379	96,402	102,428	108,454	135,567

~~*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

~~Pay 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.

Adjustment #19

TA'd 12/11/2017

New Supplemental Letter of Agreement #22

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 preformed 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