

WSU/SEIU Local 517-M
2019 Contract Negotiations

**NEW 2019-2022 COLLECTIVE BARGAINING
ADJUSTMENTS (3-YEAR CONTRACT)**

****Note: All new language shows as underline; and
All deleted language shows as ~~strikethrough~~**

NEGOTIATED ADJUSTMENTS

**Effective October 7, 2019
(UNLESS DESIGNATED OTHERWISE)**

WSU LABOR RELATIONS

Adjustment #1

Article: 30.A - Medical Insurance

- A. Medical insurance is available to Employees through contracts and agreements executed by the Employer with Blue Cross/Blue Shield, Blue Care Network, Community Blue (PPO), Health Alliance Plan, and ~~DMC CARE~~.

For all HMO/PPO's the University shall provide a subsidy equal to the subsidy in effect on 8/31/94 (or the full cost of the premium if equal to or less than the 8/31/94 subsidy) plus 70% of the actual dollar increase in premium for Single, 2-Person and Family coverage plus an additional \$7.50 per month subsidy for family coverage. The employer may, but is not required to, eliminate Omnicare coverage.

For BCBS, the University will provide a subsidy equal to the subsidy in effect on 8/31/94 plus 70% of the average cost increase for Single, 2-Person and Family coverage for the five HMO/PPO's plus an additional \$7.50 per month subsidy for family coverage.

Adjustment #2

Article: 35.C - Tuition Assistance

- C. The application forms will be available at the ~~Total Compensation~~ Benefits & Wellness (TC&W) Office, as well as eligibility requirements and any additional information that may be necessary.

Adjustment #3

Article: Multiple - Employment Services

Article (19) JURY DUTY

- B. To request University pay for the difference between payment by the court and the University salary, the staff member shall:
1. Bring the court summons to the University ~~Employment Services~~ Human Resources Office
 2. Sign an affidavit that court fees he/she receives will be turned over to the University.
 3. Bring court checks and court Time Reports to the University ~~Employment Services~~ Human Resources Office when his/her court duty is terminated.

Article (24) LEAVES OF ABSENCE

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. FMLA application/approval does not relieve an employee of that responsibility.

Article (28) MANDATORY SICK LEAVE

- A. The Director of ~~Employment Services~~ Human Resources may direct that an Employee be placed on Mandatory Sick Leave whenever there is sufficient evidence as determined by the selected University Physician to indicate that the affected person is suffering from a physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of his/her University position.
- B. The executive head of a school, college, division, or other unit having reason to believe that grounds appear to exist for the issuance of such a directive by the ~~Employment Services~~ Human Resources Director shall be obliged to bring the matter promptly to the attention of the University ~~Employment Services~~ Human Resources Office.

Article (29) PHYSICAL EXAMINATIONS

- A. Physical examinations shall be given at the University Health Service or designated health provider, by appointments arranged through the University ~~Employment Services~~ Human Resources Office under the following conditions:
 - 1. Prior to assignment or reassignment or reclassification, all Employees may be required to satisfactorily complete a physical examination.
 - 2. A physical examination may be required for current University Employees:
 - a) After an illness of ten or more consecutive working days*
 - b) After surgery*
 - c) After hospitalization*
 - d) After being off the payroll for more than twenty (20) consecutive working days for any reason other than vacation
 - e) Upon return from Workers' Compensation
 - f) Prior to placement on income disability
 - g) Prior to mandatory sick leave
 - 3. A mandatory physical examination at University expense shall be scheduled in cases where the supervisor/foreman or administrative head has reason to believe that an Employee is suffering from physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of his/her University position.
- * For absence as stated in Points 2-a, b, c, a Physician's Report on Illness of Employee shall be completed by the individual's physician before a return-to-work physical examination may be scheduled.

Article (36) BULLETINS

- B. In the event a dispute arises concerning the appropriateness of material posted on the Union Bulletin Board, the President of the Union will be advised by the ~~Employment Services~~ Human Resources Office of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

Adjustment #4

Article: LOA #14 - Supervision Requirements – Swing (Relief) Custodial Supervisor (Lighting Maintenance Technicians (LMTs))

Letter of Agreement #14
WAYNE STATE UNIVERSITY

November 18, 2011

Ms. Carla Crawford, President
S.E.I.U. Local 517-M
Facilities Planning & Management
5743 Woodward
Detroit, MI 48202

Re: Supervision Requirements – Swing (Relief) Custodial Supervisor (Lighting Maintenance Technicians (LMT's))

Dear Ms. Crawford:

In keeping with Article 39, the following is required of the Swing (Relief) Custodial Supervisor who is assigned to supervise WSU Lighting Maintenance:

- Track, approve, and deny all time keeping activities, including scheduling all exception time off;
- Track all TMA work activities to ensure employees are reading, responding to, and closing work orders as required, within the allotted time line;
- Follow-up and review all work completed by LMTs;
- Develop a comprehensive work plan for all LMTs, to ensure the efficient and effective use of, and accounting for, University time;
- Issue all disciplinary action, as necessary and required;
- Maintain communication with LMTs and their work locations, throughout the business day-;
- Train new custodial hires along with the other Custodial Supervisors;
- Supervise Handyman and Vehicle operator positions.

Sincerely,

A.L. Rainey, Jr. Lauri Washington
Director, Labor Relations

This conforms to our agreement
Carla Crawford, President
SEIU, Local 517-M

Adjustment #5

Article: 4.C and 4.E - Management Rights

Article (4) MANAGEMENT RIGHTS

- C. The Employer shall have the right to expect the Union members to exercise customary and regular supervisory functions in the discharge of their duties. Included is the responsibility of the Union membership to represent the University's interests in its relationship with members of other Unions with whom the Employer may have contracts. The members of this Union shall represent the University to insure the fulfillment of Management's Rights as identified in agreements entered into between the University and other Unions. The members of this Union shall be responsible for the interpretation, observance and enforcement of University Policies and Procedures insofar as they govern the conduct of Employees under their supervision, as directed by Management. The Union further agrees that its members shall fulfill their responsibilities to the extent that they will endeavor to secure a fair day's work from the Employees under their supervision.
- E. In the event of an unforeseen emergency where essential personnel are needed for campus safety and business continuity, the Employer will make all reasonable efforts to contact Supervisors so proper coverage can be maintained. If Management is unable to reach Supervisors after such efforts, and there is a risk to campus safety or business continuity, the Employer will coordinate emergency coverage.
- F. In the event the Employer must utilize Section E above and the Employer was required to coordinate emergency coverage after being unable to contact and coordinate with Supervisors, then, as soon as is reasonable following the conclusion of the emergency situation, the Union and Employer will meet to determine how best to avoid similar situations occurring in the future. Nothing herein shall be construed as permitting Management to bypass Supervisory employees in a way that reduces their job functions during normal operations of the University.

Adjustment #6

Article: 10.B - Work Day and Work Week

- B. The regular work week shall be Monday through Friday, or consistent with Article 42(C) when the regular work week shall be Monday through Thursday, ~~except for those classifications and assignments required in seven (7) day operations.~~ The regular work week shall be forty (40) hours per week.

Adjustment #7

Article: 12.A.1 and 12.F - Vacancy Replacement Procedure

Article (12) VACANCY REPLACEMENT PROCEDURE

- A. 1. In the event a position is vacated for more than thirty (30) days, and it is determined that the position is to be retained, the position vacancy will be posted and filled in accordance with the Promotion and Demotion provisions of this Agreement ~~within three (3) working days, subject to extension by agreement of the parties.~~ The filling of such vacancy will be subject to the seniority and contract rights of the Employee creating the vacancy should that Employee return to work.

2. Should a vacancy occur under the provisions of this Agreement, that vacancy will be posted internally. If a member of the bargaining unit chooses to take that vacancy, then the job which that member leaves will be polled among the remaining members of the bargaining unit. Should someone choose, as a result of this polling, to take the job made available, then the University may fill the vacancy resulting thereby from outside the bargaining unit.

In the event it is not filled from outside the unit in forty-five (45) days, the vacancy shall be polled in the unit, ~~and said polling shall be repeated every forty-five (45) days until the vacancy is~~ until filled.

- F. Student Assistants or part-time Employees shall not be utilized by the University to fill any present or future vacancies in the bargaining unit or to replace bargaining unit jobs.

Adjustment #8

Article: 47 - Performance Evaluations

Article (47) Performance Evaluations.

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

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

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

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

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

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

Article (47) PERFORMANCE EVALUATIONS

- A. The job performance of Employees will be evaluated periodically on forms developed by the Employer, and may also be evaluated informally as necessary.
- B. The Employee will receive a copy of the Performance Evaluation upon which the evaluation is made and have an opportunity to respond to the evaluation.
- C. Performance reviews with an overall rating of Less-than-Satisfactory (“LS”) or below shall be subject to the grievance challenge, but only when the rating is not supported by documented notice of deficient performance or disciplinary action.

Performance reviews above Less-than-Satisfactory (“LS”) are not grievable.

- D. In addition to any ongoing disciplinary action, Employees who receive a Less-than Satisfactory or below performance rating shall not receive the merit or bonus portion of

any salary increase. Such employees shall be eligible to receive the negotiated salary range adjustments.

E. Merit

A merit pay bonus beyond the ATB (not to base salary), starting 2/01/04, may be provided to employees regarded by management as warranting the bonus. For those rated excellent or above (with no discipline received during the review period), the bonus will be 0.5% of gross wages (note: the amount may be increased at the University's discretion). Discipline is defined as a Written Reprimand or greater. The parties will convene a 3 by 3 study committee to jointly establish criteria for determining merit. The process shall be subject to an annual joint-committee review, for each year that the merit option is in effect.

After distribution of a merit bonus, if any, after 2/01/04, the Union may opt out of having its members eligible for such bonus. To do so, it must notify the Labor Relations office in writing within 30 days of the bonus award. Thereafter, the parties may meet to discuss the Union's concerns. If no mutually satisfactory resolution is reached, bonus eligibility remains discontinued for the duration of the agreement.

Adjustment #9

Article: 43.D - Grievance Procedure - Expedited Arbitration

Article (43) GRIEVANCE PROCEDURE

- A. A grievance, subject to the following procedure, shall include any and all disciplinary action taken by the University, except for discipline of probationary Employees, and any and all questions and disputes involving contract interpretation. A grievance may be filed by the Steward on behalf of all Employees similarly situated in which event processing of said grievance will begin with the second step provided herein.

In the event the University does not respond to a grievance within the time limits set forth herein, the Union may appeal the grievance to the next appropriate step of the Grievance Procedure. A grievance not appealed to the next progressive step of the Grievance Procedure within the specified time limits after receipt of a disposition shall be considered settled pursuant to such last step answer or withdrawn without prejudice (W.W.P.).

Step 1.

An Employee having a grievance shall present it to his/her Supervisor within five (5) working days of its occurrence or within five (5) working days of the date it is reasonable to assume that he/she became aware of it. The Employee has the right to request that the Steward be called without undue delay for the purpose of attempting to adjust the grievance and to be accompanied by the Steward. The Supervisor shall respond orally within five (5) working days following the discussion. If satisfactory settlement is not reached,

Step 2.

The Employee or Steward shall reduce the grievance to writing on forms supplied by the Employer and submit same to the Director of the Unit or a designated representative within five (5) working days of receipt of the Supervisor's answer, or in the case of a grievance filed by the Steward on behalf of all Employees similarly situated, within five (5) working days of the date it is reasonable to assume that the Union became aware of it. Each party's representative shall be responsible for making certain that all relevant contentions and evidence, that are available at the time and have been developed and considered, are presented at Step 2. The grievance shall be signed by the aggrieved Employee or Employees and shall set forth the subject of the grievance (what happened?), the date of the infraction, the aggrieved Employee (if applicable), the article of the contract that has allegedly been violated (and how), the adjustment sought, and the facts necessary to support the grievance.

The Director or his/her designated representative shall call a meeting with the Grievance Committee, not to exceed three (3) in number, in addition to the President and Secretary, within five (5) working days of receipt of the grievance. The Director, or his/her designated representative shall give his/her answer in writing within three (3) working days of this meeting. If satisfactory settlement is not reached,

Step 3.

The grievance shall be presented by the Union to the designated representative of the Labor Relations Department, within ten (10) working days of receipt of the University's written answer, who shall call a meeting within five (5) working days of receipt of the appeal. Such designated representatives, shall meet with the Union representatives, not to exceed three (3) in number. The designated representative of the Labor Relations Department shall give his/her answer in writing within three (3) working days following the meeting. If satisfactory settlement is not reached, the matter may be appealed to arbitration.

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. In the event the Pre-Arbitration Committee above described is unable to arrive at a mutually acceptable solution to the grievance, the Employer's and the Union's representatives on the Pre-Arbitration Committee shall jointly submit the dispute to arbitration under the Voluntary Labor Arbitration Rules, then obtaining of the American Arbitration Association. If the Employer or Union representatives refuse to join in such submission, either may demand arbitration, thus unilaterally invoking the process.~~

B. Arbitration

The grievance may be submitted to the American Arbitration Association for the processing of said grievance through arbitration in accordance with the Rules and Regulations of the American Arbitration Association, within fifteen (15) calendar days after the Step 3 grievance decision is issued ~~Pre-Arbitration meeting~~. Notice of submission to arbitration shall simultaneously be given to the University. Any grievance not appealed to arbitration within the fifteen (15) calendar days shall be considered settled.

1. The jurisdictional authority of the arbitrator is defined and limited to the determination of a grievance which involves a controversy arising under this Agreement and is submitted to him/her consistent with the provisions of the Agreement. The arbitrator shall have no power to add to or subtract from, or modify any of the terms of this Agreement.
2. Any oral or documentary evidence and other data deemed relevant by the arbitrator may be received in evidence.
3. The decision of the arbitrator shall be final and binding on both parties and the award of the arbitrator rendered within his/her authority and jurisdiction shall be enforceable in accordance with the laws of the State of Michigan.
4. With the exception of arithmetic and/or computing error, the University shall not be required to pay back wages for more than thirty (30) working days prior to the date a written grievance is filed. All claims for back wages shall be limited to the amount of wages that the Employee otherwise would have earned, less any unemployment compensation or wages for personal services that he/she would otherwise not have earned during the period in question.
5. The cost of arbitration as billed by the American Arbitration Association shall be shared equally.

Should the Union withdraw a grievance (that has been appealed to arbitration) within 30 days of the hearing, they shall be responsible for all post-filing penalties related to the subject grievance.

C. Whenever the words "working days" are used in this Article they shall be deemed to mean Monday through Friday excluding officially designated holidays or any such day the University is officially closed.

D. Should either the University or the Union indicate that a particular grievance or dispute is of such a nature as to require expeditious determination, said party may waive the arbitration procedure as set forth above and request that the grievance or dispute be submitted to the American Arbitration Association for processing for said grievance in accordance with the American Arbitration Association's Expedited Labor Arbitration Procedures within fifteen (15) calendar days after the Step 3 grievance decision is issued. With agreement from both parties, an exception may be made whereby a "List for Selection of Arbitrator" may be requested from the American Arbitration Association, overriding its Expedited Labor Arbitration Procedure "Appointment of Neutral Arbitrator".

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

~~Under this process, the parties shall mutually agree to select an arbitrator on an ad-hoc basis within seven (7) working days from the date the request for arbitration is made. Failure to mutually select an arbitrator within the above stated time period will require the parties to (within three (3) days thereafter) alternately strike arbitrators from a panel of five (5) to be immediately established by the parties upon the close of negotiations. This panel shall remain in effect throughout the life of this agreement.~~

~~Arbitrator Panel: Mark Glazer, Deborah Brodsky, Richard Block, Ruth Kahn, Stanley Dobry.~~

- E. TAPING 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.

Adjustment #10

Article: 11 – Overtime

Article (11) OVERTIME

- A. A daily overtime premium of time and one-half (1-1/2) will be paid for actual work in excess of eight (8) hours per day, except that on the four (4) day work week consistent with Article (42) C, the daily overtime premium of time and one-half (1 1/2) will be paid for actual work in excess of ten (10) hours per day.
- B. A weekly overtime premium of time and one-half (1-1/2) will be paid for working on the sixth (6th) day on a five (5) day work week, and on the fifth (5th) and sixth (6th) day on a four (4) day work week consistent with Article (42)C (if the Employee has worked forty (40) hours in that work week). Double time (2X) shall be paid for working on the seventh (7th) consecutive workday of an employee's regular work week.

It is understood that annually in the exit week of the program only, the ten (10) hours four (4) day schedule may be changed to a five (5) day, Monday through Friday schedule. In that event Employees will be paid time and one-half (1-1/2) for all hours worked over forty (40) hours in that week, and double time on Sunday.

- C. Paid sick leave, **holidays**, or vacation will not be treated as days worked in computing weekly overtime. However, Article 22A compensatory time, when utilized, may be counted as time worked when computing weekly overtime).

There shall be no pyramiding of overtime or closure compensation: defined as the use of multiple overtime 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. Not included in the definition of pyramiding are those cases of shift or salary premiums. These remain subject to the normal overtime multiplier for any overtime hours.

- D. The annual salary will be determined by multiplying the hourly rate by 2080 and shall be paid biweekly (or semi-monthly if the University so determines). If the University determines that semi-monthly is necessary, the Union shall be provided 30 days notice of this change.
- E. OVERTIME CALL-INS Employees on emergency call-ins shall be guaranteed a minimum of four (4) hours work time.

Employees required to stay beyond the conclusion of their regular shift or called-in prior to the start of their regular shift shall receive daily overtime pay for the hours so required.

Employees subject to non-emergency call-ins where such overtime is not continuous with the regular shift shall be guaranteed a minimum of four (4) hours work time.

For the sake of expediency, Employees who are contacted (called-in) by Management for coverage shall respond to Management within thirty (30) minutes of said contact. In the event that an Employee misses the call-back window period but is still able to call and alert Management within one (1) hour of the attempted contact, they shall be placed at the top of the call-in list for the next overtime opportunity.

- F. Any overtime earned before the payroll closing date will be paid on the nearest following pay date.
- G. Every Employee shall be given the opportunity to avail himself/herself of overtime, holiday, and call-in work which shall be distributed among all Employees on a rotation basis by offering said opportunity equally to every Employee, by department (i.e. Custodial, Grounds), through use of the seniority list. In the event that a given opportunity to perform overtime, holiday, or call-in work shall be refused by available Employees, the University may assign same to the Employee with the least seniority of those available.