Delete all references to “Domestic Partner” in the Staff Association contract:

Article 5.C – 3 references
Article 39.D – 3 references

Article 7.I, new 3rd paragraph:

“It is understood by all parties that Article 7 grievance meetings [and other employer-employee meetings] are not to be taped or otherwise recorded, unless the prior written consent of both parties has been obtained.”

Article 17.A.6 **LOSS OF SENIORITY**

Section A.6:

6. The Employee is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying their Supervisor (or the department’s designee). Exceptions may be made by mutual agreement between the Employer and the Union.

WSU Proposal #4 Suggested language (change 1st & 2nd paragraph and throughout article; changes in bold):

**Article 18.A.2 – (REDUCTION OF WORK FORCE AND RECALL)**

2. “Throughout this Article in order for any transfer to take place in the layoff or recall sequence within classifications represented by the Union, the subject Employee must have the ability to perform the duties of the available position. An Employee placed into a position under the provisions of this Article may be subject to the **ninety (90) sixty (60) calendar day** job qualifying period. **During the qualifying period, the Employer will provide training and instructional supervision, as**
applicable, so as to acclimate the Employee with departmental procedures. During such a qualifying period, both the Employee and the Union shall be notified as to the Employee's performance. Periods of absence shall not be credited toward completion of the qualifying period.

There shall be a minimum of two (2) progress reports within the ninety (90) sixty (60) calendar day period. The first report must be done midway through the period, and the second report must be done prior to the expiration of the ninety (90) sixty (60) calendar day qualifying period.

Note (not part of language): Changes to period will be reflected throughout Article.

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Article 18.A.4 - (REDUCTION OF WORK FORCE AND RECALL)- new 2nd paragraph

“In the event of a unit reorganization, an employee with a disciplinary action of a Three-Day Suspension or greater shall not be eligible for initial displacement. The disciplinary action precluding such displacement must have been issued at least sixty (60) days prior to the issuance of the contractual 30-day minimum written notice. Therefore, the employing unit, absent any subsequent disciplinary action, shall not subject the employee to initial displacement until such time as the most recent disciplinary action (of at least a Three-Day Suspension or greater) expires.“

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Article 19  PROMOTIONS AND TRANSFERS, Section D.9

9. Employees may not retake the test more than once every three months. The first opportunity during the life of the 2001–2003 agreement for employees to take the test shall be on paid time. Thereafter, paid time for taking the test shall be at the discretion of the department head of the employee applying.
Letter of Understanding

Between

Wayne State University and UAW Staff Association, Local 2071

Re: Mailing arrangements

It is mutually understood that:

For as long as the Union is located in an off-campus location, the University will provide a secured (locked) mail receptacle (at 5057 Woodward Ave,) for the exclusive use of UAW Staff Association Local 2071. The Union shall receive a key. University officials shall be instructed to address their correspondences to this campus address. Mail will be available for pickup Monday - Friday from 7:30am to 4:30pm.

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

Judy McClusty                                   Date
President, Staff Association, Local 2071

cc: Business Ops, Mail Room, File.
ARTICLE 20 – PROVISIONAL STATUS

A. SENIORITY EMPLOYEES: Effective 08-01-02, a seniority Employee who accepts a promotion, shall be placed on provisional status for 225 hours worked with seniority accumulating. A seniority Employee who accepts a lateral transfer shall be placed on provisional status for up to sixty (60) calendar days, with seniority accumulating.

1. An Employee placed on provisional status by reason of promotion will have two (2) progress reports – the first will be done not later than the midway point of the 225 hours worked, and the second prior to the end of the 225 hours worked provisional period.

An Employee placed on provisional status by reason of lateral transfer will have two (2) progress reports – the first will be done not later than the midway point of the sixty (60) calendar day period, and the second prior to the end of the sixty (60) calendar day provisional period.

2. During the provisional period, the Employer will provide and document training and instructional supervision, as applicable, so as to acclimate the Employee to departmental procedures.

B. The provisional status in excess of the established provisional periods may be extended by written mutual agreement among Employee, Employer and the Union.

Note (not part of language): Changes to provisional period will be reflected throughout Article 20.
OTHER ELIGIBLE PERSON ("OEP") PROGRAM

F. Bargaining unit members may participate in a program under which certain unrelated individuals (i.e. Other Eligible Person) may be eligible for medical, dental and/or tuition reimbursement benefits. The University will review the program annually to determine if it will be continued for the next plan year. Should the University decide to discontinue the program, 30 days notice shall be provided to participants. Bargaining unit members are strongly encouraged not to forego health and/or dental coverage that may be available to them from other sources. The University reserves the right at its sole discretion at any time during the program to change, modify or suspend this program and the means by which eligibility for benefits under this program is determined and verified.

Eligibility:
Under this program, a bargaining unit member who does not already enroll a spouse for medical, dental and/or tuition benefits may enroll one Other Eligible Person ("OEP"), if ALL of the following eligibility criteria are met:

- The OEP is an adult, age 26 or older;
- The OEP currently resides in the same residence as the employee, other than as a tenant, and has done so for the 18 continuous months prior to the individual’s enrollment;
- The OEP is not a “dependent” of the employee as defined by the IRS; and
- The OEP is not related to the employee by blood or by marriage.

Children who are qualified as WSU-defined dependents of an employee’s OEP are also eligible for benefits.

Taxability of Benefits:
As a matter of law, the employer cost of providing benefits of the type described above is considered ordinary income and is, therefore, subject to taxes, including FICA, FICA Medicare, federal, state and city taxes.

Ineligibility:
The following individuals do not fall within the eligibility criteria for this program:

The Spouse, children, grandchildren, parents, grandparents, siblings, nieces, nephews, aunts, uncles, cousins, landlords, renters, boarders and tenants of employees.
♦ Article 39, MEDICAL INSURANCE - Proposed New 2nd Paragraph in “B”: Change in “C.”

(Added flexibility in the selection and replacement of health plans).

ACTUAL LANGUAGE:

B. An Employee wishing coverage under one of the above plans must file an application within the first month of employment. The effective date of coverage is the first (1st) of the month following enrollment. In the event the Employee fails to apply within the first (1st) month, such Employee will be required to wait until the first of the month following ninety (90) days after application or until the next open enrollment period, depending upon the plan's requirements.

--- ARTICLE 39.B - New Paragraph 2 (located below existing paragraph “B”):

EQUIVALENT COVERAGE

Medical insurance is available to members of the bargaining unit through contracts and agreements with various insurance carriers selected by the University. The University may offer a new plan (or plans) and provider(s) with coverage levels and other terms as determined by the HR division. However, the current subsidy and cost increase sharing ratios, as outlined in Section A of this Article, shall be maintained for future cost increases arising for any new plan(s). The University may substitute one carrier for another, provided that any substitution shall provide equivalent coverage over a similar geographic area within Southeastern Michigan. Equivalent coverage is not exactly the same, but is essentially as good on an overall basis across the plan. The union shall be notified of the substitution of an existing carrier within no less than 60 days prior to the effective date of such change. The union shall then have the opportunity (for the next 30 days after notice) to confer on the replacement plan with the University, prior to implementation.

C. The Employer may unilaterally cancel an existing Medical Insurance Plan providing it accords affected Employees with conversion privileges to any successor plan of the Employee's choice. A change in health insurance carrier may not result in a change in coverage as permitted in the above section on equivalent coverage. Any pre-existing conditions of the Employee shall be covered by the newly elected plan.

Articles 39 & 40

(Article 39.B, New 2nd paragraph, and Article 40, New Section C)

Interlocking enrollments

“C. Medical and Dental coverage levels must match (i.e. Family-Family, Single-Single).“
$100 cash-in-lieu of medical - Only Employees who do not have coverage as a dependent or Employee under a WSU plan (language immediately below)

Article 39.D, MEDICAL INSURANCE:

D. Bargaining unit members shall have the option of continuing coverage under one of the plans provided by the Employer or of dropping coverage provided that the Employee is covered under an alternative external health insurance plan (i.e., coverage under a spouse's/domestic partner's plan), and, specifically requests such an option in writing and documents the alternative coverage.

An Employee who forgoes coverage under a University plan will receive from the University ($100.00) per month in lieu of medical insurance coverage. The monthly payment is contingent on the employee being covered by a medical plan that is not a Wayne State University offered plan. If the employee is covered under a Wayne State University plan (either as an employee or dependent), the bargaining unit member shall not be eligible for the monthly payment.

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Article 39

New 19-25 Language New Section G

“G. Dependents (claimed on benefits forms) that are between 19-25 years of age are required to maintain full time college student status in order to receive medical, dental, or vision benefits coverage.”

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Article 39

“H. VISION CARE INSURANCE Effective on the first day of the first full month following ratification of this Agreement (2009), the Employer shall provide vision care coverage to all bargaining unit Employees (who are enrolled in WSU medical insurance plans) as described in the contract between the Employer and the carrier. The University shall subsidize the cost, at the rate of 50%.”

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Article 40  DENTAL INSURANCE

A. The Employer shall provide dental care coverage to all enrolled Employees described in the contract between the Employer and Delta Dental of Michigan enrolled in a University-offered medical plan. Employees should enroll themselves and their dependents at the time of hire. Staff Association will have same dental coverage as AAUP-AFT.

Article 41.D.4  ARTICLE 41. INCOME DISABILITY PROGRAMS, update:

4. The monthly benefit shall not be less than $50.00 $100.00.

---  Complete replacement of Sections A and B, directly tied to Benefit Choices “A” or “B.”:

Article 43  RETIREMENT

A. Effective sixty (60) calendar days after the ratification of the 2008-2012 Agreement, Fractional and full-time Employees who have attained twenty-six (26) years of age shall be eligible to participate in the University sponsored retirement programs with University contribution.

B. Fractional or full-time Employees, immediately upon employment, may participate in the retirement program on an individual basis with University contribution. The Employer match shall start at a 1% employee contribution, and increase on a 2 for 1 basis, up to 5% employee contribution (10% maximum University contribution).

For the University contribution, vested percentage is as follows:

<table>
<thead>
<tr>
<th>Years of Vested Service*</th>
<th>Vested Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2 years</td>
<td>-0-</td>
</tr>
<tr>
<td>2 years or more in a pay status</td>
<td>100%</td>
</tr>
</tbody>
</table>

*For the purposes of this article, “Vested Service” is defined as: (1) If employment ends prior to 2 years of service, 100% of the employer contribution is forfeited to WSU, (2) If employment ends after 2 years of service the employee is entitled to 100% of the employer contribution.

Employees with previous service at an eligible educational institution may be able to waive all or a portion of the two-year vesting requirement.
Article 46 (new Section “I”)

Enhancement

Tuition Reimbursement for spouses and dependent children language placed into CBA.

Spouse/Child Tuition Reduction; New section “I”

"I. The spouse of any bargaining unit member and any dependant children less than twenty-six (26) years of age, who are admitted to the University through its normal procedures, shall be permitted to enroll in Wayne State University graduate and undergraduate courses at a cost of fifty percent 50% of the regular graduate or undergraduate tuition rate per credit hour, according to their student rank. The spouse and/or children shall be encouraged to apply for appropriate scholarships and/or fellowships, the funding of which will reduce the amount of University assistance. Incidental fees shall be charged to the spouse and/or children for such enrollment. The spouse and/or children must apply for tuition reduction by the end of the term for which the reduction is requested, by submitting a completed application to Benefits Administration. In order to be eligible for tuition assistance, a passing grade must be obtained, as outlined above in Section H.”
WAGES

ARTICLE 47

In keeping with the spirit of Article 51, throughout the 2009-2013 contract period, bargaining unit employees at or above the maximum of their salary range will receive any across-the-board (ATB) pay increases as a one-time bonus (not added to base salary). Steps will be funded for the 2009-2013 contract period.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>ATB (across-the-board)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009-2010</td>
<td>1% (retroactive to 8/01/09)</td>
</tr>
<tr>
<td>2010-2011</td>
<td>1%</td>
</tr>
<tr>
<td>2011-2012</td>
<td>1%*</td>
</tr>
<tr>
<td>2012-2013</td>
<td>1%*</td>
</tr>
</tbody>
</table>

*It is agreed that the University reserves the unilateral right to cause wage and compensation provisions to be reopened for bargaining by giving notice to that effect by May 31st of either contract year three or contract year four of this Agreement, in which event such compensation provisions may be changed by agreement, to be effective no later than August 1st of the same calendar year. Should the parties fail to reach agreement by August 1, those provisions as to which the parties have not agreed shall be referred to the Michigan Employment Relations Commission (MERC) for resolution via mediation.

There are no other additions, deletions, or changes to the 2009 – 2013 collective bargaining agreement.  

July 2010, WSU Labor Relations