AGREEMENT
(Contractual Adjustments to New 2021 – 2024 Collective Bargaining Agreement)

Between

WAYNE STATE UNIVERSITY
FP&M
JANITORS

and

UNITEHERE! LOCAL 24, AFL-CIO

July 1, 2021- June 30, 2024
ARTICLE 3.1 – UNION RIGHTS & REPRESENTATION

A. Authorized representatives of the Union shall be permitted to visit the Employer’s establishment for the purpose of communicating with Employees and appropriate supervisors regarding Union business. Such visits shall not unreasonably interfere with the operation of the Employer’s business, or with the performance of work by Employees during their working hours. Union representatives will be required to first contact the Employee Labor Relations Office. While on the Employer’s property, the representative agrees that he/she shall comply with all applicable rules and regulations or directives, and all health and safety rules and regulations of the Employer.

B. (new proposed language) The Union will provide the University with a current list of Stewards, Alternate Stewards, and members of the Grievance Committee. The Union will not ask the University to recognize any Union representative who is not included on such a list.

C. Unite Here Local 24 may select a reasonable number of Union Stewards from among the Employees. The Union is responsible for notifying the Employer, in writing, as to the names of the Union Stewards, and keeping the Employer apprised of any changes. Union Stewards may act as Union representatives, assist Union representatives in proceedings under Article 22 (Grievance Procedure), and engage in discussions with the Employer’s designated representatives of questions or concerns regarding the Employer’s work practices or procedures.

D. The Employer shall allow a designated Union Stewards a reasonable amount of time during normal working hours, without loss of regular pay, for the purpose of performing their designated grievance procedure functions in their respective areas on the premises of the Employer. The Union Steward’s activities may not interfere with regular business operations. Union Stewards shall be permitted reasonable access to the members they represent. The Union Steward shall request approval (which shall not be unreasonably withheld) from the appropriate supervisor(s) prior to entering a work area for the purpose of investigating grievances. The Union Steward shall indicate in a manner prescribed by the Employer time spent engaging in such activities. Such time off from work shall only be taken when the matter reasonably cannot be handled during non-working time and shall not interfere with the operation of the business. Union Stewards and representatives shall be excused from work to attend Union meetings without pay upon reasonable notice to the Employer. Employees will be provided with the Steward of the Employee’s choice upon request, provided the Steward of choice is working and available at the time of the request.

FOR WAYNE STATE UNIVERSITY

FOR UNITEHERE LOCAL 24

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Date                                            Date
ARTICLE 5 - SENIORITY

E. The Employer shall furnish the Union with a monthly list (in excel format) of all Employees in the bargaining unit, including each Employee’s name, social security number, department, job title, home address, email address, phone number, date of birth, date of hire, bargaining unit seniority date, and sex.

FOR WAYNE STATE UNIVERSITY

FOR UNITEHERE LOCAL 24

Date

Date
ARTICLE 5.1 - LAYOFFS AND RECALLS

To the extent practicable, the Employer will provide the Union advance notice of possible workforce reductions. When such notice is provided, if the Union requests, the parties may meet to discuss the possible layoff.

The Employer will provide the employee to be laid off 30 calendar days’ notice of layoff. The Union will be provided concurrent 30 days written notice of the name, seniority, and classification of Employees being laid off.

A. In the event of a layoff, the Employer shall effectuate the layoff using university seniority, in the affected classifications in the following order:

1. Probationary Employees; then
2. Part-time Employees; and then
3. Full-time Employees (lowest seniority).

B. Recall shall be based upon highest university seniority provided that the Employee has the qualifications to perform the available work. Employees shall have recall rights up to three (3) years from the date of layoff, not to exceed their length of university service.

C. The Employer shall share resources and information regarding training programs to assist laid off Employees in qualifying for available positions. When an Employee is on layoff, due to elimination of a classification, reduction of work or technology, they may be eligible for benefits of the Employee Assistance Program. The parties agree to review the possibilities of both Employee Assistance Program and Tuition Assistance benefits for bargaining unit members, upon receipt of a layoff notice.

FOR WAYNE STATE UNIVERSITY

FOR UNITEHERE LOCAL 24

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Date  Date
ARTICLE 7 – COLLECTION OF UNION DUES

H. During a department’s new hire orientation, Unite Here shall be permitted a total of thirty (30) continuous minutes, without interruption by the Employer, to meet with potential members.

The Employer shall continue its neutral approach to Union membership, and thus shall not make adverse or positive comments about Union dues deduction cards or Union membership, and shall not advise applicants or employees as to the need for or the desirability of Union membership.

FOR WAYNE STATE UNIVERSITY

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Date

FOR UNITEHERE LOCAL 24

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Date
ARTICLE 9 - ILLNESS BANK

It is understood that the Illness Bank is intended to compensate Employees for illness. The Employer reserves the right and discretion to establish attendance standards, to institute discipline, and to require verification of absence when deemed appropriate.

A. Regular full-time Employees shall accumulate illness days as follows:

1. Illness days shall accrue at the rate of .65 (5.20hrs) for each pay period completed, but shall not accrue for any unpaid time during the pay period. Unpaid time during a pay period will result in proration of the accrual hours. Any unpaid time shall be deducted from the total possible per pay period accrual amount of 5.20 hours.

For example: If an employee misses an eight [8] hour day, the accrual would be 0.52 hours per day x nine days, instead of 10 days [0.52 hours x 9 days = 4.68 hours] accrued.

2. The Illness Bank shall accrue to 132 200 days. Any employee who, as of July 1, 1986, had an illness bank in excess of 132 days will have said bank frozen at the level existing at that time without further accrual beyond 132 days. Effective the date of this agreement, any Employee who has an illness bank frozen at 132 days will begin accruing up to a maximum of 200 days.

3. Utilization of illness days requires six (6) months 90 days of continuous full-time service.

FOR WAYNE STATE UNIVERSITY

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Date

FOR UNITEHERE LOCAL 24

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Date
*Three (3) Year Agreement*

Re: Negotiations 2021 – Across-the-Board Payment for 2021-2024 Contract Years

It is mutually understood that:

This arrangement shall have no bearing on any other WSU bargaining unit, and shall not create any additional bargaining rights for this, or any other WSU union. Each contract year, the University shall notify the Union of their bargaining unit employees that are in violation of the WSU Attendance Standards.

2021-2022* -- 2.0% 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 are not in violation of the WSU Attendance Standards for tardiness and/or absenteeism (per APPM 3.0.11) as of the pay period, including the date of ratification.

2022-2023* -- 2.0% 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 are not in violation of the WSU Attendance Standards for tardiness and/or absenteeism (per APPM 3.0.11) as of July 1, 2022.

2023-2024* -- 2.0% 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 are not in violation of the WSU Attendance Standards for tardiness and/or absenteeism (per APPM 3.0.11) as of July 1, 2023.

*It is agreed that either the University or the Union reserves the right to cause compensation (wage and/or benefits) provisions to be reopened for bargaining by giving notice to that effect by October 31st 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 July 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 mediation. Should mediation not achieve agreement, the subject shall be referred to expedited arbitration, with an agreed-upon range of outcome ranging from 0% to 2.0%.*