

**WSU/MB&CTC – SKILLED TRADES**  
**2018 Negotiations**

**CONTRACTUAL ADJUSTMENTS TO 2018- 2021**  
**COLLECTIVE BARGAINING AGREEMENT**

\*\*\*Note: All Changes are in **bold**, and  
All deletions show as ~~strikethroughs~~

***\*\*\*Negotiated changes are to occur in the companion Trades Working Team Leader contract as well, unless noted otherwise.***

TA'd 01/17/18

### Adjustment #1

Correction/ Clarification

**All negotiated adjustments will be reflected in the Trades Working Team Leader contract also, unless noted otherwise.**

TA'd 01/17/18

### Adjustment #2

#### ARTICLE II. AGENCY SHOP MAINTENANCE OF MEMBERSHIP

- A. ~~Employees employed in the bargaining unit or who become Employees in the bargaining unit, who are not already members of their craft Unions, shall within thirty (30) days of the effective date of this Agreement, or within thirty (30) days of the date of their hire by Wayne State, whichever is later, become members or in the alternative, shall within thirty (30) days of the effective date of this Agreement, or within thirty (30) days of their date of hire by Wayne State, whichever is later, as a condition of employment, pay to the particular craft Union each month a Service Fee in an amount equal to the regular monthly Union membership dues uniformly required of Employees of Wayne State who are members.~~
- B. ~~An Employee who shall tender a Service Fee in an amount equal to the regular monthly Union membership dues uniformly required of Employees of Wayne State shall be deemed to meet the conditions of this Article so long as the Employee is not more than sixty (60) days in arrears of payment of such Service Fees.~~

**To the extent that laws of the State of Michigan permit is agreed that:**

- A. Employees **current**, 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 (30<sup>th</sup>) 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.**
- B. **Employees who elect to pay a service fee, shall be required to tender their service fee on or before the 10<sup>th</sup> day after the 30<sup>th</sup> day following the beginning of their employment.**
- C. Wayne State shall be notified, in writing, by the Union of any Employee who is sixty (60) days in arrears in payment of Service Fee.

- D. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law or shall be renegotiated for the purpose of adequate replacement.
- E. The Council and the particular craft Union agree that in the event of litigation or administrative proceedings against the University, its agents or Employees, arising out of this provision, the Council and for the particular craft Union will co-defend and indemnify and hold harmless the University, its agents or Employees for any monetary award arising out of such litigation.

TA'd 12/19/17

**Adjustment #3**

**ARTICLE III. STEWARDS** (New Section "F")

- F. **The Union will provide the University with a current list of Stewards (representatives) within ten (10) calendar days of any representation change(s). The Union will not ask the University to recognize any Union representative who is not included on such a list.**

TA'd 12/19/17

**Adjustment #4**

**ARTICLE IV LABOR RELATIONS COMMITTEE/ GRIEVANCE PROCEDURE**

- B. Any grievance or dispute which may arise between the parties under and during the term of this Agreement which involves the application or interpretation of express provisions of this Agreement shall be settled in the following manner **(for the purposes of Article IV, the term "grievance" shall be defined as a single grievance):**

TA'd 12/19/17

**Adjustment #5**

**ARTICLE IV LABOR RELATIONS COMMITTEE/ GRIEVANCE PROCEDURE** (Article IV.B.11 new 2<sup>nd</sup> paragraph)

**"Should the Union or the Employer (1) withdraw a grievance that has been appealed to arbitration or (2) postpone the hearing, within the arbitrator's calculation penalty period, that party shall be solely responsible for all cancellation penalties assessed by the arbitrator related to the subject grievance. Should arbitration be cancelled, with in the arbitrator's penalty period, due to a settlement agreement between the parties, both parties will agree to split all penalty fees and/or costs assessed by the arbitrator."**

**Adjustment #6**

**ARTICLE IX. WORK DAY/WORK WEEK AND OVERTIME**

- A. ~~The regular work week, for those who were hired prior to 6/30/88, shall consist of five (5) consecutive eight (8) hour days, Monday through Friday between 6:30 AM. and 8:30 AM, to be completed by 5:00 PM. for a total of forty (40) hours per week. The regular work week shall be followed by two (2) consecutive days off. For all Employees: work on the sixth and seventh days scheduled shall be at the applicable premium (see Sections C & D below). The scheduling provisions at numbers 1 and 2, below, shall govern Employees hired on or after 6/30/88.~~
- ~~1.~~ A. The regular work week shall consist of five (5) eight hour, or four (4) ten hour (voluntary) consecutive working days on one continuous shift for a total of forty (40) hours in any one work week from Monday through Thursday or Friday, inclusive, followed by two (2) or three (3) consecutive days off. **Each scheduled day work shift shall include a non-paid ½ hour work break. The compensable work day begins when the Employee has registered his/her start time on the Employer's timekeeping system and ends when the Employee registers his/her end time before leaving the workplace.**
- ~~2.~~ ~~As of 1/1/2000, classifications on seven (7) day operations shall be scheduled on a regular work week consisting of five (5) or four (4) consecutive days (voluntary for 4 IO's (3) consecutive days off. NOTE: This section is moved to the end of the article.~~
1. **Each employee will be provided a ten (10) minute break in each half of the work shift in keeping with necessary work schedules. It is understood that this right is not to be abused by either party.**
  2. **Ten (10) minutes at the end of the shift shall be allotted to put away tools and wash-up where applicable.**
- B. An overtime premium of time-and-one half (1 ½ ) will be paid for actual hours worked in excess of eight (8) hours per day **for a five (5) consecutive day schedule or in excess of ten (10) hours per day for a four (4) day consecutive day schedule**, or 40 hours per week during the regular work week. **Overtime hours are counted once per work week, when is excess of an eight hour day the regularly schedule day or in excess of the forty hour work week.** With the exception of Article X.D compensatory time, unworked hours will not be treated or counted as worked hours when calculating overtime.
- C. Saturday – ~~Except for those on seven (7) day operations,~~ **If** called in, all work performed on Saturday shall be paid at the rate of time-and-one-half (1 ½). If pre-scheduled, all work performed on Saturday shall be paid in the following manner: (1) if 40 hours have been worked, time-and-one-half (1 ½ ), (2) if 40 hours have not been worked, straight time until 40 hours of work have been surpassed.
- D. Sunday – If called in, all work performed on Sundays (the seventh day of the work week), ~~for those not on seven (7) day operations,~~ shall be at double time (2x). If pre-scheduled, all work performed on Sundays (the seventh day of the work week), ~~for those not on seven (7) day operations,~~ and it is the seventh consecutive day worked, shall be at double time (2x). However, if pre-scheduled, all work performed on Sundays (the seventh day of the work week), ~~for those no on seven (7) day operations,~~ and it is not the seventh consecutive day worked, shall be at the rate of time-and-one-half (1 ½).

Holidays, if worked shall be paid at double time (2x).

- E. An overtime list will be maintained by the Stewards, and will be assigned to employees in the crew where overtime exists. The overtime list will not be used when overtime results from the need to work beyond the end of the shift in order to complete a project. In such cases, the Employee (s) assigned to the project may be retained on an overtime basis to complete that job. In that event, subsequent opportunities for overtime will be equalized by the steward on a semester basis. It is understood that an inadvertent failure to offer overtime shall be remedied by providing the aggrieved employee the next available overtime opportunity.
- F. When it becomes necessary to schedule weekend, holiday or ongoing daily overtime, volunteers will first be sought in seniority order. Then, overtime will be scheduled by selecting the required number of employees in order of reverse seniority.
- G. BIRTHDAY CLAUSE - Each Employee will be given their birthday off as a paid day, provided they do not have any disciplinary action on their record (above a verbal warning). When: (1) a birthday falls on a Saturday, a Sunday, or a holiday, or (2) more than one Employee's birthday falls on the same day, management and the Employee(s) will mutually agree on an alternate date.
- H. When employees are called in by their supervisor for emergency work after being released from Duty and after completion of their daily and/or weekly work schedule, they shall receive overtime pay at the appropriate overtime rate. In no case, except as hereafter specified, shall receive less than four (4) hours pay at such rates.**
- I. Emergency closure- Due to the nature of the work assignment and the importance of maintaining the operations of the University, employees are expected to report to work despite a weather or other emergency which might prohibit access to the University by other employees or students.**
- J. Should the University determine the need for a seven day operation, classifications on seven (7) day operations shall be scheduled on a regular week consisting of five (5) or four (4) consecutive days (voluntary for 4-10's) of eight (8) or ten (10) consecutive hours each, followed by two (2) or three (3) consecutive days off. Employees on a seven day operation that are normally scheduled to work on Saturday and/ or Sunday will not receive the overtime rates of pay referred to in sections C and D above.**

TA'd 01/17/18

#### **Adjustment #7**

#### **ARTICLE X. HOLIDAYS**

- A. Same
- B. Same
- C. Same
- D. ~~CHRISTMAS/NEW YEAR'S CLOSURE Compensatory Time~~ **COMPENSATORY TIME ACCRUAL**

**Holiday Closure.** In addition to straight pay for hours worked, an Employee who works **the Friday after Thanksgiving and** any days between Christmas Day and New Year's Day will be given compensatory time off at a later date, equal to the hours worked. At the discretion of the University, an Employee may receive additional pay on a straight time basis, in lieu of compensatory time.

**Emergency Closure.** When the University closes before the start of a shift, Employees who report to work, as required, will receive their regular rate of pay in accordance with the provisions of this Agreement, plus compensatory time, calculated at the straight time rate, for all hours worked during the closure.

When the University closes after the start of a shift Employees shall remain at their work assignment but shall receive compensatory time, calculated at the straight time rate, for all hours worked after the designated closure.

**Emergency Closure** Such compensatory time shall be scheduled within ninety (90) calendar days from the date earned, in accordance with the operational needs of the department, or it shall be forfeited.

#### **E. COMPENSATORY TIME USAGE**

Said ~~e~~ Compensatory time shall be scheduled in advance, and ~~used within nine (9) months of the time it was earned (by September 30<sup>th</sup> of the following year),~~ time earned in one calendar year must be used by December 31 of the following calendar year. Time not used will not be carried forward to the following calendar year and is not subject to pay out when the employees is departing the University.

- a. Scheduled compensatory time is to be taken in ½ day minimum increments.
- b. Documented emergency usage will be allowed in two (2) hours increments for a total of four (4) emergencies per year or a total of eight (8) hours of usage.
- c. An employee may use his/her compensatory time for absences from work due to illness, or the death of a member of the immediate family (up to five) consecutive working days. Immediate family shall be defined as: husband, wife, father, mother, brother, sister, son, daughter, grandmother, grandfather, and mother/father/brother/sister/ daughter/ son-in-law. Aunts, uncles, nieces, nephews, cousins and grandchildren shall be considered member of the immediate family if living with and residing with the employee.

An Employee's individual compensatory time bank may accumulate to a maximum of ~~forty (40)~~ **forty-eight (48)** hours only **In years where an Emergency Closure occurs an Employee's EC comp time bank may accrue to a max of twenty four (24) hours only.** There is no cash-out of unused compensatory time upon separation from the University.

TA'd 12/19/17

#### **Adjustment #8**

#### **ARTICLE XIII. MANAGEMENT RIGHTS** (New Section "D")

Standard WSU surveillance:

- D. The University reserves the right to monitor the workplace with visible and hidden cameras. Hidden cameras may be utilized when the University reasonably suspects, health, safety, performance, or University policy violations; the University need not reveal exact location and times of use. However, the University agrees to notify the Union when hidden surveillance is going to be utilized on campus. The University continues to reserve the right to impose appropriate discipline for cause, based on the use of surveillance, in accordance with other applicable provisions of the CBA. Nothing in this Agreement will affect the right of the University to utilize surveillance for purposes unrelated to the administration of this Agreement.

TA'd 01/17/18

## Adjustment #9

### ARTICLE XVIII. SHIFTS

~~A. Seven day operations shall be staffed by employees hired on or after 1/1/99. The seven day operations and midnight shifts shall not be staffed prior to 1/1/2000. The premium for these shifts shall be two percent (2%). Note: this is moved to the bottom of the article.~~

A. **The day shift shall be any shift that regularly starts between 6:30am to 8:30 am and is completed between 5:00pm and 7:00pm.** The afternoon shift shall be any shift that regularly starts on or after 11:00am to 3:00pm. The midnight shift shall be any shift that regularly starts between 10:00pm and 12:00am.

€ B. Employees working the afternoon shift shall receive premium pay of twenty cents (\$0.20) per hour and a paid 30-minute lunch. Employees working the midnight shift shall receive premium pay of two (2) percent per hour and a paid 30-minute lunch.

~~D. Employees working on seven (7) day operations shall receive premium pay of two (2) percent for all hours worked during the work week. Such premium shall be included in computing holiday, overtime and vacation pay, if applicable. Note: this is moved to the bottom of the article.~~

E. Classification seniority shall be used in determining shift preference.

F. C. From among employees who volunteer, the University may staff four ten-hour shifts on a semester basis. ~~After implementation of seven day operations, the voluntary four ten hour shifts may include weekends. Note: this is move to the bottom of the article.~~

G. D. Start times may vary by individual, but once set by the department director, shall not vary, **-unless mutually acceptable to the employee and management.** ~~absent the need to schedule early overtime, more frequently than once per semester or term. The afternoon shift for the first semester of 1999 is 2:00 PM to 10:00 PM.~~

H E. Non-standard shift

~~The afternoon staffing shall not exceed one (1) per trade through 12/31/99. However, The afternoon crew may exceed two per trade. based on new hires after 6/30/98. Staffing of afternoon shift shall be from those hired on or after 6/30/88, unless a more senior employee volunteers. The University may require that trades on a non-standard shift have at least six months of University service.~~

In order to maintain workforce stability, the parties agree that employees bidding on to or selected for a non-standard shift shall not be allowed to bid off or be displace from that shift until they have been on that shift for a minimum of three (3) months. The three month duration shall not apply to those who are placed on a non-standard shift for purposed of absence replacement of employees on that shift whom management determines need to be replaced. Rotation of trades onto a non-standard shift for up to three-month periods will be required should there be insufficient volunteers. Those on non-standard afternoon shift shall receive a paid lunch of 30 minutes.

F. **Should the University determine the need for a seven day operations. Seven day operations shall be staffed by employees hired on or after 1/1/99. The seven day operations and midnight shifts shall not be staffed prior to 1/1/2000. The premium for non-regularly work shifts week (as defined in Article IX, A) these shifts shall be two percent (2%).** Employees working on seven (7)

day operations shall receive premium pay of two percent (2%) for all hours worked during the work week. Such premium shall be included in computing holiday, overtime and vacation pay, if applicable. After implementation of seven-day operations, the voluntary four ten-hour shifts may include weekends.

TA'd 02/05/18

**Adjustment #10**

APPENDIX A

(Cleaning up of the language)

**WAGE SCHEDULE**

**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.**

**2018** Effective the first of the pay period in which the contract is ratified in 2018. A 1.5% ATB increase to the base salary of bargaining unit members. Plus an additional 0.5% to base salary, only for those bargaining unit members who are not in violation of the WSU Attendance Standards of tardiness and/ or absenteeism (per APPM 3.0.11) as of September 1,2017

**2019** Effective the first of the pay period which includes January 1, 2019. A 1.5% ATB increase to the base salary of bargaining unit members. Plus an additional 0.5% to base salary, only for those bargaining unit members who are not in violation of the WSU Attendance Standards of tardiness and/or absenteeism (per APPM 3.0.11)as of December 31,2018

**2020** Effective the first of the pay period which includes January 1, 2020. A 1.5% ATB increase to the base salary of bargaining unit members. Plus an additional 0.5% to base salary, only for those bargaining unit members who are not in violation of the WSU Attendance Standards of tardiness and/ or absenteeism (per APPM 3.0.11) as of December 31, 2019

**LETTER OF AGREEMENT #7**

February 5, 2018

Mr. Gary Hellmer  
Michigan Building and Construction Trades Council  
1640 Porter Street  
Detroit, Michigan 48216

RE: Multiple- Employer Defined Benefit Pension Plans

Dear Mr. Helmer:

During the term of the Labor Agreement bargained in 2017/2018 the University will be assessing its participation in several multiemployer pension plans. A Joint Labor Management committee may be formed to review information gather during this assessment process. This committee will consist of three (3) members of the bargaining unit chosen by the Union and three (3) members of management. The committee will be **Co-chaired** by the Director or Benefits and Wellness in Human Resources **and Michigan Building and Construction Trades Council**. Changes to the makeup of this committee must be made by mutual agreement.

~~We are striving to develop a systematic process to help us evaluate decisions around the multiemployer pension plans that Wayne State University participates in and to in turn help all of us to make the best decisions around how to optimize the cost/value equation for the benefits we provide. As we look at the changing landscape for retirement benefits we are seeing a higher value being placed on defined contribution style benefits over benefits provided through defined benefit plans. Because of competition in the market place the cost to provide defined contribution style benefits are being driven down while government regulation continues to place negative pressure on the costs of providing defined benefit style benefits. It is the University's desire to optimize the value of the retirement benefits we are able to help provide our employees and these assessments will help us reach those goals.~~

~~These assessments may result in a determination that changes need to be negotiated to the current Fringe Benefits and payments referred to in ARTICLE VII, WAGES AND FRINGE BENEFITS. It is agreed that the University reserves the unilateral right to cause the Fringe Benefits provisions to be reopened for bargaining by giving notice to that effect by October 31<sup>st</sup> of contract year two, three, of this Agreement. In the event these Fringe Benefits provision are changed by agreement, these changes will be effective no later than October 1<sup>st</sup> of the following calendar year. Should the subject reopening result in non-agreement on the Fringe Benefits provisions, the matter shall be referred to the Michigan Employment Relations Commission (MERC) Federal Mediation & Conciliation Service (FMCS) for resolution via mediation. It is understood the costs of the mediation shall be shared equally by the parties~~

Respectfully,

Rebecca C. Ferguson  
Interim, Director of Labor Relations  
Wayne State University