

WSU/UAW STAFF ASSOCIATION LOCAL 2071
2019 Contract Negotiations

**NEW 2019-2020 COLLECTIVE BARGAINING
ADJUSTMENTS (1-YEAR CONTRACT)**

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

NEGOTIATED ADJUSTMENTS

**Effective November 14, 2019
(UNLESS DESIGNATED OTHERWISE)**

WSU LABOR RELATIONS

Article: 11.B - Information and Data and Miscellaneous

ARTICLE 11. INFORMATION AND DATA AND MISCELLANEOUS

- A. The Employer shall make available to the Union, upon a reasonable request and within a reasonable length of time, such available statistical and financial information related to the bargaining unit for the implementation and administration of this Agreement, and to prepare for collective bargaining.

It is understood that nothing in this provision shall be construed to require the Employer to compile information and/or statistics in the form requested if not already available in that form, unless mutually agreed.

- B. BOARD OF GOVERNORS REPORTS: ~~The Union shall receive a~~ All public Board of Governors documents, including Agendas (in advance of meetings), and minutes of all public meetings are accessible via Wayne State University websites.
- C. The Union shall have a representative on all Employer committees relating to wages, fringe benefits, hours of working conditions of Employees covered by this Agreement, including committees without limitation in the following areas, if any: parking, security, food services, housing, and insurance. If a committee meeting has not been held for sixty (60) days, the Union may request that a meeting of said committee be called by the Division of Human Resources or its designee. It is understood that such committee cannot bind the University or the Union to any agreement arrived at by such committees.
- D. The Employer shall provide the Union with the following information, if available, one hundred twenty (120) days preceding the termination of this Agreement.
1. A list of all Employees in the Bargaining Unit indicating the date of hire, date of birth, classification title, pay grade, step assignment, current salary and participation in the retirement program in the dollar amount.
 2. A list of all Employees in the Bargaining Unit participating in the health insurance programs, life insurance programs, as well as all other fringe benefit programs. This list will indicate the coverage elected by the Employee for each program.
 3. The above lists will indicate the total cost and the arithmetic mean cost of each item.
- E. The Union shall receive basic payroll data provided by the computerized payroll system for members of the bargaining unit for their own analysis upon request.
- F. Requests for such information from the Employer shall be made through the Division of Human Resources.
- G. A detailed monthly report of transfers and promotions of Employees represented by the Union will be forwarded by the Personnel Department of the Human Resources Division to the secretary of the Union with sufficient data so that the Union can determine whether such transfers, promotion and/or adjustments are made in accordance with the terms of this contract.

- H. Copies of all Employee job position postings shall be mailed forthwith to the secretary of the Union.

Adjustment #2

Article: 26.A.3 - Hours of Work and Overtime

ARTICLE 26. HOURS OF WORK AND OVERTIME

A. Work Day/Work Week:

1. The work day shall be seven and one-half (7-1/2) hours; the work week shall be thirty-seven and one-half (37-1/2) hours, and shall be any five (5) consecutive day period within a seven (7) day period normally beginning on Monday.
2. A work schedule shall be established for each department, office, or position, with the specifications of such reasonably predictable variations as the operation of the Employer may require included in this schedule. Once established, necessary modifications may be made in consultation with the Employee.
3. At the discretion of the immediate supervisor, flexible work schedules requested by an Employee may be considered and approved provided that the conditions of ~~A. 1.~~, requiring a thirty-seven and one-half (37-1/2) hour work week, and A. 2. above are met. The immediate supervisor's approval for flexible schedules shall be reduced to writing and shall be immediately forwarded to the Department of Labor Relations and the Union.
4. At the written request of the Employee and with the approval of the immediate supervisor, a waiver of the five consecutive day period and the premium pay for working the sixth and seventh days, providing hours do not exceed 37.5, may be approved by the supervisor in order to accommodate a flexible work schedule.
5. The Employee's request and the immediate supervisor's approval for waiver of the five (5) consecutive days period and premium pay for sixth and seventh days shall be reduced to writing and shall be forwarded to the Labor Relations Department and the Union. It is understood for all flexible schedules that they are allowed at the discretion of Management and that their duration is also subject to managerial discretion.

B. Lunch and Relief Periods:

1. Each regular full-time Employee shall have a one-hour lunch period. The lunch schedule will be in accordance with the operational needs of the administrative unit. The lunch period shall be without pay.

2. Each regular full-time Employee shall have a fifteen (15) minute relief period, prior to and following the lunch period. These relief periods shall be with pay and scheduled in accordance with the operational needs of the administrative unit.
3. The lunch period is not included in the thirty-seven and one-half (37-1/2) hour work week; the relief period is included.
4. Lunch and relief periods cannot be accumulated, nor shall they be used for any other purpose, such as make-up time, to lengthen the lunch hour, or to shorten the work day.

C. Overtime:

1. The Employer and the Union recognize that on occasion it may be necessary for the Employer to request Employees to work overtime.
2. An Employee shall be given as much advance notice of overtime as possible.
3. An Employee requested to work on the sixth or seventh day of such Employee's regular work week shall be guaranteed a minimum of three and one-half (3-1/2) hours overtime compensation.
4. Paid leave will not be treated as days worked in computing the daily or weekly overtime compensation. However, Article 37 compensatory time, when utilized, may be counted as time worked when computing weekly overtime.
5. The Employer shall make every effort to minimize overtime by adequate staffing, and it should only be necessary to request an Employee to work beyond such Employee's normal work schedule under unusual circumstances.
6. Overtime hours should be distributed as equally as possible among Employees in the same classification and department provided they have the ability to do the work for which the overtime is required.

D. Overtime Compensation:

1. The Employer will pay time and one-half (1-1/2) for actual work performed more than ~~seven and one-half (7-1/2) hours in any one day, and more than~~ thirty-seven and one-half (37-1/2) hours worked in any one week, which shall be worked and computed to the nearest one-half hour unit of time.

PYRAMIDING - There shall be no pyramiding of overtime: 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.

2. Time and one-half (1-1/2) shall be ~~compensated~~ paid to an Employee for all hours worked on the sixth (6th) day, and double time on the seventh (7th) consecutive day of such Employee's regular work week with a guarantee of three and one-half

(3-1/2) hours of any of such overtime, for employees working five (5) consecutive days in a workweek.

3. An Employee who works on any of the University's observed holidays shall be compensated at time and one-half (1-1/2) in addition to such Employee's regular daily pay.
4. Any overtime properly reported to the Payroll Office earned before the payroll closing date will be paid on the nearest following pay day.

E. Stand-By:

1. ~~In those situations when an Employee is officially directed by such Employee's Supervisor, with the authority of such Employee's Administrative Head, to remain at a specific location and at a known telephone number prepared to report to work upon notification, said~~ An Employee shall be considered on official Stand-by Status, when directed by such Employee's Supervisor, with the authority of such Employee's Administrative Head, to be accessible at a known telephone number prepared to report to work, within a specific amount of time, upon notification. Normally, Stand-by needs will be made known the working day prior to anticipated notification to report to work.
2. Compensation of such official Stand-by Status shall be paid up to a maximum of two (2) hours at the Employee's straight time rate of pay and shall not be counted as part of the standard work week.

F. Shift Differential:

1. An Employee of the University Libraries whose work schedule regularly requires that they report for work after 1:00 p.m. will be compensated at an annual rate of three hundred fifty dollars (\$350.00) per year above the Employee's current rate of pay. ~~Effective the first pay after 1/1/93, this shift premium shall be prorata for fixed daily schedule(s) that are less than a full week.~~ These payments shall not be added to an employee's base salary.
2. Employees who volunteer to work after 1:00 p.m. for their convenience shall be ~~exempt from~~ not receive this premium.
3. Three shifts are worked at the Department of Public Safety and at the ~~Computer Center~~Computing & Information Technology (C&IT) Department. Employees assigned to work the afternoon shift will be compensated at an annual rate of three hundred fifty dollars (\$350.00) per year above the Employee's current rate of Pay. Employees assigned to work the midnight shift will be compensated at an annual rate of four hundred fifty dollars (\$450.00) per year above the employee's current rate of pay. ~~Effective the first pay after 1/1/93, this shift premium shall be prorata for fixed daily schedule(s) that are less than a full week.~~ These payments shall not be added to an employee's base salary.
4. Shift Polling – University Libraries, Public Safety, C&IT, and Research

Should a vacancy occur on another shift within a department (Home Org as defined in ~~BANNER~~ by Human Resources) where there are multiple shifts,

employees working in that department (with the same classification as the vacancy) shall be polled for that vacancy, prior to posting. The most senior qualified employee polled shall be afforded the opportunity to accept the shift change. The resulting vacancy shall be posted.

Adjustment #3

Article: 27 - Meal Allowance for Overtime Worked

ARTICLE 27. MEAL ALLOWANCE FOR OVERTIME WORKED

- A. A ~~cash~~ meal allowance of ~~\$4.00~~ \$8.00 shall be provided, as reimbursement, whenever an Employee works more than two (2) hours overtime beyond the normal work schedule in a given day excluding time taken for meals.
- B. In order to qualify for the ~~cash~~ meal allowance the overtime must be properly authorized. The employee will receive reimbursement, provided appropriate meal receipts are submitted.
- C. The Employee shall be granted not more than 30 minutes meal time, after such Employee's work day, to eat and then return to such Employee's job. Scheduling of the meal time may be made by mutual agreement between the supervisor and the Employee.
- D. A meal allowance shall not be provided when an Employee works continuously for two (2) hours or more following the normal work day without taking time off for a meal.

Adjustment #4

Article: 35 – Jury Duty

ARTICLE 35. JURY DUTY

- A. The Employer shall provide to the Employee called for jury duty or appearance in court required by subpoena, the difference between the fee paid by the court and such Employee's regular salary during the period served. It shall also credit to the Employee's retirement fund the Employer's contribution against the court fee, provided the Employee matches it with such Employee's standard contribution.
- B. If the Employee is excused from court appearance for any work day(s) during the period of court duty, such Employee shall report for work. To charge jury duty or other required appearances to vacation, the Supervisor shall send Form 10-618, the Payroll Exception Report, to the Payroll Department, listing dates of absence and reason for absence.

Employees may have the option to charge any of this time to their vacation bank and retain the court fee.

- C. To request pay for the difference between payment by the court and the Employer salary, the Employee shall:
- D. Bring the court summons to the ~~Employment Services Office~~ of the Human Resources Division. Sign an affidavit that court fees such Employee receives will be turned over to the Employer. Bring court checks and court Time Report to the University Employment Services Office Human Resources when the court duty is terminated.
- E. ~~Sign an affidavit that court fees such Employee receives will be turned over to the Employer.~~
- F. ~~Bring court checks and court Time Report to the University Employment Services Office when the court duty is terminated.~~
- G. ~~To charge jury duty or other required appearances to vacation, the Supervisor shall send Form 10-618, the Payroll Exception Report, to the Payroll Department, listing dates of absence and reason for absence.~~
- H. ~~If the Employee is excused from court appearance for any work day(s) during the period of court duty, such Employee shall report for work.~~

Adjustment #5

Article: 44 - Mandatory Sick Leave

ARTICLE 44. MANDATORY SICK LEAVE

- A. The University may, by direction of its designated physician or other appropriate health professional acting initially or pursuant to an Employee submitted physician statement, direct that an Employee be placed on Mandatory Sick Leave. Such placement may be made whenever sufficient evidence indicates that the affected person is suffering from a physical and/or mental illness or disability, sufficiently serious to which affects such person's ability to properly fulfill the duties and responsibilities of such Employee's University position. Consultation shall be made with Human Resources, prior to the issuance of such a directive.
- 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 a health professional shall be obligated to bring the matter promptly to the attention of the Labor Relations Department, who will consult with the Human Resources Division.~~

Article: 47 – Salaries

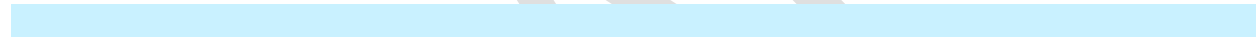
ARTICLE 47. SALARIES

A. Salaries for Employees in the classifications covered by this Agreement shall be in accordance with Appendices A, B, C, D, & D-1. The salary range for each classification covered by this Agreement shall be in accordance with Appendix E.

B. Salary Increases:

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.

~~2018—2019~~ 2019 - 2020 Effective the pay period including the date of ratification of the Agreement by the union 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 of the ~~2017/2018~~ 2018/2019 assessment period of which ends in July of ~~2018~~ 2019.



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