

AGREEMENT

Between

**WAYNE STATE UNIVERSITY
FP&M**

and

**UNITE HERE! LOCAL 24, AFL-CIO
JANITORS**

July 1, 2009- June 30, 2013

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AGREEMENT

This Agreement is entered into as of July 1, 2009, between the Board of Governors of Wayne State University (hereinafter referred to as the "Employer") and UNITE HERE! Local 24, AFL-CIO (hereinafter referred to as the "Union").

PREFACE

The Board of Governors of Wayne State University and UNITE HERE! Local 24, AFL-CIO recognize their moral and legal responsibilities under Federal, State and Local laws.

The University and the Union recognize the moral principles involved in the area of civil rights and fair employment practices and reaffirm in this Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color, sex, age, marital status, or national origin.

GENERAL PURPOSE

It is the general purpose of this Agreement to promote the mutual interest of the University and its Employees, and to provide for the operation of the University's business under methods which will further, to the fullest extent possible, the safety of the Employees, economy and efficiency of operation, elimination of waste, and realization of maximum quantity and quality of output. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

1. **MANAGEMENT RIGHTS**

All management rights and functions, except those which are abridged by this Agreement, shall remain vested in the University. These rights shall include the right to hire, promote, lay off, discipline, discharge, refuse to hire, set work schedules, make work assignments and direct and control its operations provided any decision of the University which is contrary to this Agreement shall be subject to the grievance procedure.

2. **STRIKES**

- A. The Union recognizes that strikes by Public Employees are prohibited by Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965, and agrees that it will comply with said Act, as well as all other laws affecting this Agreement.
- B. The Union agrees that neither its officers nor its representatives will for any reason, directly or indirectly, call, sanction, or approve any strike, picketing, walkout, slow-down, sit-down, stay-away, boycott of a primary or secondary nature, or any other form of interference with the services and operation of the University.

3. **RECOGNITION**

- A. The Employer recognizes Local 24 of the UNITE HERE! Local 24, FL-CIO Detroit, Michigan, as the designated representative for the following classifications in Helen Newberry Joy, DeRoy Apartments, Faculty Administration Building, WSU Recreation and Fitness Center and the David Adamany Undergraduate Library:

Janitor
Janitor Leader

- B. Present Employees and future Employees shall not be discriminated against as a result of Union membership.
- C. The Employer may call the Union Local in order to obtain replacements and additional full-time help. When the Union is unable to produce competent help as requested, the Employer shall obtain candidates from other sources. Such newly hired Employees may obtain membership in the Union. The Employer shall retain the right to decline employment to any applicant referred by the Union or by other sources when in the judgment of the Employer such candidates are unacceptable. The Employer shall be privileged to discharge any Employee for just cause.
- D. Nothing in this Article, nor Agreement, shall limit the University's ability to supplement Local 24. Employees with other persons, including other University Employees, for the purpose of cleaning carpets. This supplementing shall not be used to eliminate current UNITE HERE! Local 24.

4. **PROBATION**

- A. An Employee is a "probationary Employee" for his/her first ninety (90) calendar days of employment. However, periods of absence from work shall not be counted toward completion of the probationary period.
- B. There shall be no seniority among probationary Employees. Upon completion of the probationary period, the Employee will acquire seniority from his/her date of hire.
- C. The Union shall represent probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning the discipline, layoff, or termination of a probationary Employee shall be subject to the grievance and arbitration procedures.
- D. A probationary period in excess of ninety (90) calendar days may be extended by mutual agreement among the Employee, the Employer, and the Union. These extensions shall be in 30 day increments.

5. **SENIORITY**

- A. The Employer shall recognize seniority rights in their respective classifications and Employees shall be promoted, demoted, laid off and returned to service according to their length of service, provided, however, that such Employees qualify.
- B. Seniority Employees shall have choice of shifts, days off, and vacation periods within their job classification. Such choices shall be made as openings occur.
- C. Seniority rights shall terminate if an Employee:
 - 1. Quits or retires.
 - 2. Is discharged for cause.
 - 3. Fails to return to work from an approved leave of absence.
 - 4. Is absent for three (3) consecutive working days without notifying the Employer. The Employer may make exceptions for just cause.
- D. When two or more employees in the bargaining unit have the same bargaining unit seniority date, the seniority tie shall be broken by reference to the last four digits of the affected employees' social security number. The employees having the highest last four digit number will be granted the higher seniority.

6. **JANITOR LEADER**

- A. The parties agree to a program that would designate selected Employees as leadpersons. The leadperson is an Employee who, in addition to his/her normal duties and responsibilities, is specifically assigned by his/her superiors, the responsibility to assign and coordinate the work of two or more Employees and to see that the assignment runs smoothly and efficiently and to answer to his/her superiors for progress or lack of progress and the quality of work being done. He/she shall be paid at a rate of his/her normal hourly rate, plus 7% additional, plus shift premium, if applicable, for the entire shift in which leadpersons shall be as set forth below notwithstanding the provisions of Article 6.
- B. The Director of Custodial Services may select for promotion any janitor leader whom he/she determines to be the best qualified.
- C. The selected candidate shall undergo a six (6) month qualifying period during which the person may be returned to the prior classification if the performance is not satisfactory to the Director of Custodial Services. That return decision is not subject to the grievance challenge.

7. **COLLECTION OF UNION DUES/SERVICE FEE**

- A. Payment by Check-off: Members of the Bargaining Unit shall tender their Union Dues or a Union Service Fee equivalent to the amount of dues uniformly required of members of the Union by signing an authorization for Union Dues or Union Service Fee check-off form.
- B. Check-off Form: During the life of this Agreement and in accordance with the terms of the authorization for Union Dues or Service Fee check-off form, the Employer agrees to deduct Union Dues or Service Fees equivalent to the amount of dues uniformly required of members of the Union from the pay of each member of the Bargaining Unit who executes the Union Dues or Union Service Fee check-off form.
- C. The Employer shall not be responsible for checking off or collecting Union Dues or Union Service Fees during periods of leaves of absence for which the Employee received no pay from the Employer.
- D. It shall be the duty of the Employer at the time of hire to provide the Employee with the Union Dues Check-off Form and inform the Employee of his/her responsibility to pay Union Dues or a Union Service Fee.

- E. The Employer shall notify the Union within ten (10) days of any Employee hired, rehired, reinstated, or transferred into the Bargaining Unit, and will furnish the Union, no later than the tenth (10th) of the month a listing of all Union Dues or Union Service fees deducted for the previous month showing the name, file number, pay code, and amount deducted from all members of the Bargaining Unit, including additions and deletions since the last listing with an explanation of changes.
- F. The Employer shall not be liable to the Union by reason of the requirements of this section for the remittance or payments of any sum other than that constituting actual deductions made from wages earned by Employees.
- G. The Union shall indemnify and hold the University harmless from any and all claims, demands, suits or any other action(s) arising from the terms of this Article.

8. **WORK WEEK AND WORK DAY**

- A. The regular work week shall consist of five (5) days in any one week, and the regular work day shall consist of eight (8) hours in any one day. An Employee working over eight (8) hours in any one day shall be paid at the rate of time and one-half for the overtime. Any work performed on the sixth day worked in the same work week shall be compensated at the rate of time and one-half. Any work performed on the seventh day worked in the same work week shall be compensated at the rate of double time. Any Employee properly requested to report to work on any day shall receive a day's pay even though he/she is sent home because of a work shortage.
- B. The Employer has long recognized the Employee's need for reasonable rest periods during the course of the normal work day and the Employee will be provided ten (10) minutes in each half of each work shift in keeping with the necessary work schedules. It is understood that this right is not to be abused by either party. Ten (10) minutes at the end of the shift shall be allotted to put away work materials, clean up, and travel time to designated check out locations.
- C. Overtime shall be distributed to employees working within the same job classification. An overtime list shall be maintained and overtime shall be offered in order of seniority.

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 for each pay period completed without loss of pay.
2. The Illness Bank shall accrue to 132 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.
3. Utilization of illness days requires six (6) months of continuous full-time service.

B. Illness benefits are a type of insurance coverage, however, in addition to excused absence for personal illness, five (5) days per fiscal year may be used for the special needs listed below and charged to the sick bank:

1. Death of a member of the immediate family* (excluding those members of the family covered under Article 11, Bereavement Leave) (up to five (5) consecutive working days).
2. Quarantine required as a result of exposure to a communicable disease.
3. Emergency Care of a Member of the Immediate Family (up to two (2) consecutive Working Days) in total per fiscal year.
4. Attendance at the funeral of a person not in the immediate family (up to one (1) working day) total per fiscal year.
5. An emergency (non-scheduled) medical or dental appointment (up to one-half (½) day).
6. Employees who have completed nine (9) months of service may use up to two (2) additional days during the fiscal year for any personal reason other than those listed above (e.g., observance of religious holiday, a scheduled medical or dental appointment, etc.).

* Immediate family shall be defined as: Husband, Wife, Father, Mother, Brother, Sister, Son, Daughter, Grandmother, Grandfather, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Daughter-in-law, and Son-in-law. Aunts, Uncles, Nieces, Nephews, Cousins and Grandchildren shall be considered members of the immediate family only if living in the Employee's immediate household.

C. Reporting Absence Due to Illness

1. It shall be the responsibility of the Employee to report illness prior to the start of the regularly scheduled reporting time. If the Employee does not call in, he/she will be deducted one day's pay (or the number of days of absence).

2. Failure to report absence due to illness on each day is considered unauthorized absence and shall result in loss of pay for the day. Longer intervals between calls may be established by the Supervisor if it is determined that the Employee will be off for an extended period.
 3. The Supervisor shall have the right at any time to request the Employee to submit to a physical examination if there is a question of the legitimate nature of the illness or request a statement from the attending physician certifying to the care administered to the Employee.
- D. The University will pay all Employees who retire with benefits from the Union Pension Plan, one-half (1/2) of their accumulated unused sick days in cash up to a maximum of pay for thirty (30) days. In the event of death after ten (10) years of continuous full-time service, the University will also pay one-half (1/2) of the accumulated unused sick days not to exceed thirty (30) days pay to the beneficiary designated on the Union insurance plan or to the estate in the absence of such beneficiary. Upon resignation after completion of five (5) years of continuous full-time service, the University will pay the Employee one-quarter (1/4) of his/her accumulated sick days up to a maximum pay for fifteen (15) days providing that the Employee has given the University two (2) weeks notice of the intent to separate.

10. **LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY**

- A. An Employee with seniority who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick pay and vacation payments shall be granted a leave of absence without pay upon request in writing to the Personnel Office and furnishing evidence of disability satisfactory to the University. Such request and evidence may be delivered or sent to the Personnel Office by the Employee.
- B. The leave of absence shall be for the period of continuing disability for a period of time up to one (1) year. Within the year the Employee shall have the right to return to his/her position, or a similar one, provided he/she is able to meet the necessary standards of health and competence upon return. In the event the Employee is unable to meet the necessary standards of health and competence, he/she shall be considered for other jobs for which he/she may be qualified.
- C. To return to work the Employee shall:
 1. Notify the University Personnel Office at least one week prior to the anticipated return date so that arrangements may be made for a return to work physical examination, if so requested by the University.

2. Have a "Physician's Report on Illness of Employee" form filled out by the Employee's physician and present it to the Personnel Office where it will be determined if a physical examination is necessary.
 3. Satisfactorily pass the physical examination at the University Health Service or designated physician, if so directed by the University.
- D. Official leave time for illness or disability is deductible from service years when figuring eligibility for University fringe benefits and seniority.

11. **BEREAVEMENT LEAVE**

- A. Up to three (3) days of bereavement leave may be used for the bereavement of a member of the immediate family*. These days will not be charged against the illness bank.

* Immediate family shall be defined as: Mother, Father, Sister, Brother, spouse and children. If living in the Employee's household, a Grandmother, Grandfather, Mother-in-law and Father-in-law shall be considered members of the immediate family.

- B. One (1) day of bereavement leave, not charged against the illness bank, may be used for the bereavement of other family members who are related and living in the Employee's immediate household, for whom the Employee has assumed financial responsibility and declares them as a dependent for Federal income tax purposes.
- C. Two (2) additional days may be charged to the sick bank for bereavement of members of the immediate family.

12. **RESERVED FOR FUTURE USE**

13. **RETIREMENT PROGRAM (As of 9/1/98)**

The University Retirement Program provides Employees the option of purchasing individually owned annuities issued by the Teachers Insurance and Annuity Association (TIAA) – College Retirement Equities Fund (CREF), or participating in the mutual fund plan of Fidelity Investments or to divide participation between TIAA/CREF and Fidelity Investments.

Effective sixty (60) calendar days after the ratification of the 2009-2013, fractional and full-time Employee who have attained twenty-six (26) years of age shall be eligible to participate in the University sponsored retirement programs with University contribution.

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 a 5% employee contribution (10% maximum University contribution).

For the University contribution, vested percentage is as follows:

| <u>Years of Vested Service</u> | <u>Vested Percentage</u> |
|----------------------------------|--------------------------|
| Less than 2 years..... | -0- |
| 2 years or more in a pay status. | 100% |

For the purpose 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 institution may be able to waive all or a portion of the two-year vesting requirement.

14. **LIFE INSURANCE**

All Employees in full time positions shall be provided with non-contributory life insurance that is equal to the Employee’s annual salary (or a minimum of \$25,000). Employees may purchase additional amounts of supplemental life insurance at subsidized and graduated rates by election of Option No. 1, 2, or 3 below. All Eligible Employees shall be entitled to elect one of the following:

- Option #1: Non-contributory insurance plus supplemental insurance, equal to one times annual salary to a maximum of \$750,000 of total coverage.
- Option #2: Non-contributory insurance plus supplemental insurance, equal to two times annual salary to a maximum of \$750,000 of total coverage.
- Option #3: Non-contributory insurance plus supplemental insurance, equal to three times annual salary to a maximum of \$750,000 of total coverage.

An Employee who has participated in the Wayne State University retirement program for five years or who has 10 years of University service and retires on or after age 55 shall, upon retirement, qualify for the retirement life insurance in force fully paid by the University.

Employees shall have the privilege of conversion of the remaining amount of their group life insurance to any standard policy issued by the insurance company without physical examination.

15. **LONG TERM DISABILITY**

The University shall provide a long-term disability insurance program which will be administered in accordance with the terms stipulated in the insurance contract. Participation in the disability program shall require a minimum of one (1) year of regular full-time service with the University. The decision of the carrier is not grievable to the University.

- a) The monthly benefit for eligible Employees will be paid starting from the first month following six months of continuous disability. Benefits will be paid as long as the disability continues or until the Employee reaches age 65. However, if the disability commences after the Employee reaches age 60 but prior to the age of 68.5, the benefits will continue for five years or until the Employee reaches 70 whichever occurs first. If the disability begins on or after age 68.5 benefits will continue for one year.
- b) The monthly benefit including any benefits from Social Security and/or Worker's compensation will be equal to 66 2/3% of the Employee's basic salary up to a maximum of seven thousand dollars (\$7,000) per month.
- c) The monthly benefit shall not be less than one hundred (\$100.00).
- d) The Employer will pay the full cost of the basic and supplemental life insurance coverage. Medical coverage will be subsidized by the Employer at the same rate that is provided to active Employees.

16. **DENTAL INSURANCE (As of 9/1/98)**

The University shall provide dental care coverage at no cost to Employees and their eligible dependents. Employees and their eligible dependents must be enrolled in a University medical plan to receive coverage.

Interlocking Enrollment

The Medical and Dental coverage level must match (i.e. Family-Family, Single-Single).

17. **MEDICAL INSURANCE**

Medical insurance is available to Employees through contracts and agreements executed by the Employer with Blue Cross/Blue Shield, Blue Care Network, Health Alliance Plan, SelectCare, and DMC CARE or comparable carrier.

- A. 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 change in premium for single, 2-person and family coverage plus an additional \$7.50 per month subsidy for family 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 change for single, 2-person and family coverage for the five HMO/PPO's plus an additional \$7.50 per month subsidy for family coverage.

(The purpose of this formula is to share in the cost of increases and savings of decreases from the base period.)

- B. An Employee wishing coverage under one of the plans must file 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 month, he/she will be required to comply with the terms stipulated by the insurance carrier to obtain coverage.

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 they determine. 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, or better than, 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 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.

Interlocking Enrollment

Medical and Dental coverage level must match (i.e. Family-Family, Single-Single).

- D. Effective October 1, 1989 (or as soon thereafter as the University can effect the change), 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 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 one hundred dollars (\$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.

With the exceptions listed below, an Employee who elects not to be covered under a University plan and subsequently desires such coverage will be required to wait for such coverage until the first (1st) day of the month following ninety (90) days after application or until the next open enrollment period, depending upon the plan's requirement. The exceptions to this waiting period are:

1. The death of a spouse or other person with whose insurance plan the Employee maintains coverage; and
2. The Employee's divorce from his/her spouse and the Employee maintained coverage under his/her spouse's medical insurance.

Where one of the exceptions listed above (death or divorce) occurs and the Employee is able to provide sufficient documentation thereof, the Employee may make application for coverage under one of the University plans and coverage will be effective on the first (1st) day of the month following application.

- E. VISION INSURANCE Effective on the first day of the first full month following ratification of this Agreement (2006), the University shall provide vision care coverage to all bargaining unit Employees (who are enrolled in University 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%.

- F. OTHER ELIGIBLE PERSON (“OEP”) PROGRAM 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.

- 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.

18. **HOLIDAYS**

- A. The following shall be recognized as official University holidays and paid at straight time if not worked: Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day and Memorial Day. Employees who have completed the probationary period will receive one additional holiday per fiscal year on a date to be selected by the Employee and to be approved and granted by the Supervisor upon receipt of at least two (2) weeks notice, if the needs of the University permit. If the Employee's original selection is not approved, another date within the fiscal year shall be mutually agreed upon.
- B. When one of the holidays indicated above falls on a Saturday or Sunday, another day shall be observed as the holiday. If a holiday falls on an Employee's regular day off, time off work with pay on another day shall be observed as a holiday.
- C. The holiday shall be the consecutive twenty-four (24) hour period starting with the Employee's starting time on the calendar day on which the holiday is observed.
- D. An Employee shall receive no pay for the holiday if, on either of the scheduled work days immediately before or after the holiday, he/she absents him/herself for any portion of the work day in excess of one (1) employment hour, or fails to punch in or out, and the absence is for reasons other than paid sick leave, vacation, or leave with proper permission.
- E. If an Employee works on any of the holidays above mentioned, his/her total compensation shall be one hundred and fifty (150%) percent of his/her basic or hourly rate, plus eight (8) hours for the holiday pay.
- F. When a University holiday falls during an Employee's vacation, he/she shall be paid for the holiday and it shall not be deducted from his/her vacation bank. The unused vacation day may be used at another time to be arranged with the appropriate supervisor.

19. **CHRISTMAS/NEW YEAR'S CLOSURE**

- A. Christmas/New Year's Closure is defined as the period from December 25 through January 1. Employees will be given time off their regularly scheduled work days with pay during Christmas/New Year's Closure. An Employee required to work on any day(s) during this period other than those days designated as official holidays will be given compensatory time off on a straight time basis at a later date to be scheduled within ninety (90) days. Whenever possible compensatory days off shall be scheduled according to the choice of the Employee on a seniority basis.

At the discretion of the University, an Employee may receive additional pay, on a straight time basis, in lieu of compensatory time.

- B. Employees scheduled to work during Christmas/New Year's Closure will receive fourteen (14) days advance notice, whenever possible, or except when it is necessary to replace Employees previously scheduled, or in the event of a situation which may be considered an emergency.

When the holiday (Christmas Day, New Year's Day) falls on a Saturday, it will be observed on Friday (the day before). When the holiday (Christmas Day, New Year's Day) falls on a Sunday, it shall be observed on Monday (the day after).

20. **VACATION**

- A. Vacation time off shall be in accordance with the operational needs of the Department and scheduled by the supervisor.
- B. The Vacation Table listed below shall apply to all Employees represented by Local 24. It is exclusive of "paid holidays" or any special days off with pay designated by the President.

| <u>Length of Service</u> | <u>Annual Vacation</u> |
|--------------------------|------------------------|
| 0 thru 4 years | 12 days |
| 5 thru 10 years | 15 days |
| 11 thru 15 years | 20 days |
| 16 or more years | 23 days |

Effective June 1, 1992, Employees shall be restricted to a maximum vacation accrual of 23 days.

- C. Vacation allowance shall be credited at the end of six months of service. Thereafter, vacation days shall accrue at the end of each pay period completed without loss of pay.
- D. Employees shall take vacation in blocks of five (5) days or more with the option of taking up to seven (7) days during the calendar year at the rate of less than five (5) days at a time subject to conditions in paragraph A above.
- E. Vacations will be taken in the service (anniversary) year in which they are earned. However, if approval is given in writing by the Director, vacation time may be accrued up to the maximum stated in paragraph B above.

- F. Employees who leave the University after six (6) months of continuous full-time service shall be paid for their unused accumulated vacation days as of the date of termination of employment.
- G. If a pay day falls during an Employee's vacation of two (2) weeks or more, an advance check may be requested in writing from the Payroll Office in accordance with established procedures provided:
 - 1. There is a sufficient vacation bank as of the last pay period prior to the date of request for the advance payment.
 - 2. The written request must be submitted to Payroll at least ten (10) work days prior to date of issuance of the advance check.

21. **GENERAL PROVISION**

- A. The Employer shall furnish four (4) uniforms to Employees upon appointment. Employees who are supplied such uniforms are required to wear them while on duty.
- B. The Employer shall be responsible for the safekeeping of Employee's clothing in a place to which the public shall not have access.

Snow Removal

The University may require snow removal and other winter weather related duties of Local 24 Employees for the entrance areas adjacent to buildings at which Employees are assigned. Employees performing such duties will be provided one set of overshoes, knit cap and gloves. Loss of such items may require their replacement at the Employee's expense.

22. **GRIEVANCE PROCEDURE**

- A. In order to promote and maintain the proper relationship between the University and the Union, any dispute or grievance concerning the interpretation or enforcement of this Agreement shall be resolved according to the following successive Steps:

Step 1

Between the aggrieved Employee and his Steward and the Supervisor. If not settled within forty-eight (48) hours, the grievance shall be reduced to writing and submitted to Step 2. Any grievance not presented in writing within ten (10) calendar days of the occurrence of the condition(s) giving rise to the grievable issue shall not thereafter be considered a grievance under this Agreement.

Step 2

Between the Union representative and the Director of the Unit, or his/her designated representative. If the grievance is not resolved at Step 2, it shall be appealed to the next step by the Union to the Department of Labor Relations (or its designee) within ten (10) calendar days of the receipt of the Step 2 decision. Any grievance not appealed to Step 3 within the ten (10) calendar day time limit shall be considered settled and not subject to further review.

Step 3

An appeal of a grievance from Step 2 to Step 3 shall be in writing to the Department of Labor Relations or its designated representative, who shall hold a meeting within ten (10) calendar days of receipt of the appeal. Representatives of the University, not to exceed three (3) in number, will meet with representatives of the Union, not to exceed three (3) in number (including the aggrieved Employee). Additional persons may be present by mutual agreement. Each party's representative shall be responsible for making certain that all relevant dates, facts, and contentions, that are available at the time, have been developed and considered by Step 3. A disposition will be given in writing to the Union within ten (10) calendar days following the meeting. If the Union does not receive a satisfactory written answer, or does not receive an answer within the ten (10) calendar day period following the meeting, the Union may submit the grievance to Step 4. Any grievance not appealed in writing to Step 4 from an answer at Step 3, within ten (10) calendar days of such answer (or lack of answer), shall be considered settled and not subject to further review.

Step 4

An appeal of a grievance from Step 3 to Step 4 shall be made in writing to the Wayne State Department of Labor Relations, or its designated representative, who shall hold a meeting within ten (10) calendar days of receipt of the written appeal and render a decision within ten (10) calendar days of such meeting.

Arbitration

In the event the parties do not reach a satisfactory settlement of the grievance, such grievance may be submitted to arbitration at the request of either party within ten (10) calendar days following the written disposition at Step 4. Written notice to the American Arbitration Association with a copy to the other party shall constitute request for arbitration.

- a. The arbitration proceedings shall be conducted by an arbitrator who shall be selected by the Employer and the Union within seven (7) working days after notice of arbitration has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall

be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The University and the Union shall, on alternate grievances, strike the first name. On the first grievance submitted to arbitration under this contract the Union will strike the first name and the process will be reversed for subsequent grievances.

- b. The jurisdictional authority of the arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any provision of the Agreement and is submitted to him/her consistent with the provisions of the Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement.
- c. The award of the arbitrator shall be based exclusively on evidence at the arbitration hearing.
- d. The University, in no event, shall be required to pay back wages for more than thirty (30) calendar days prior to the date a written grievance is filed. However, in the case of a pay shortage (other than one resulting from misclassification) of which the Employee could not have been aware before receiving his/her pay, any adjustment shall be retroactive to the beginning of the pay period in which the shortage occurred, if the Employee files his/her grievance within thirty (30) working days after he/she becomes aware of such shortage. 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 additional or new wages for personal services that he/she may have received from any source during the period in question.
- e. The decision of the arbitrator in any one case shall not require a retroactive wage adjustment in any other case, except in representative cases when there is mutual agreement.
- f. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony, argument, and submission of briefs.
- g. Expenses of the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and provides a copy to the arbitrator and to the other party.

- h. 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 expedited arbitration.

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 that 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) arbitrators to be mutually agreed upon at the close of negotiations.

- B. In the event the Union wishes to submit a grievance on its own initiative on behalf of its membership, it shall reduce the grievance to writing and submit it to the Director of the unit or his/her designated representative.
- C. Nothing in this Agreement shall limit the right of the Employer to temporarily fill any position pending the resolution of a grievance or to exercise any other right of management.

D. Time Limits

By mutual agreement, extension of time limits may be granted.

- E. Should an Employee who is suspended or discharged consider the suspension or discharge to be improper, a grievance form signed by the Employee must be appealed in writing through the UNITE HERE! Local 24 representative, or his/her designated representative, to Step 3 (the Labor Relations Department, or its designated representative) within ten (10) calendar days of the University's action.

F. RECORDING OF MEETINGS/CONVERSATIONS

Should either the Union or the University wish to electronically record any meeting/conversation between the above mentioned parties, a written request shall be made to the other party in advance. The party who has received the request shall respond, in writing, within seven days of the request.

23. SHIFT ASSIGNMENTS

- A. The afternoon shift shall be any shift that regularly starts on or after 11:00 a.m. and before 7:00 p.m. The midnight shift shall be any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m. The time the shift begins determines the premium rate for the entire shift.

- B. Employees working the afternoon shift shall receive premium pay of ten (10) cents per hour. Employees working the midnight shift shall receive premium pay of twenty (.20) cents per hour.
- C. Classification seniority shall be used in determining shift preference.
- D. The beginning and ending time for each shift and work assignment will be developed by the Employer.

24. **UNDERGRADUATE TUITION ASSISTANCE PROGRAMS AND GRADUATE TUITION REIMBURSEMENT PROGRAM**

- A. As part of the University policy to encourage staff members to further their formal education, the Tuition Programs for Employees were established. Under the Tuition Assistance plan, qualified Employees will be issued vouchers which will enable them to register without paying tuition. (Incidental fees, however, must be paid by the Employee.) Under the Graduate Tuition Reimbursement Program, Employees engaged in Graduate study are required to make tuition payments for any graduate course(s) in which they enroll and will be reimbursed by the University upon completion of said course(s) in accordance with eligibility requirements. Reimbursement for Graduate tuition is subject to applicable Federal tax.
- B. The Tuition Programs will provide for two (2) courses or six (6) credit hours, whichever is greater, per semester for two semesters, and one course, or four (4) credit hours, whichever is greater, for one (1) semester during the academic year. There will be no waiting period for eligibility of full-time Employees. To assure that Employees are not assessed late fee(s), participating Employees must file their application with the Total Compensation and Wellness Office not later than three (3) weeks prior to the start of class(es).
- C. As in the past, the Tuition Programs will apply to tuition fees only. Incidental fees, such as laboratory fees, etc., which may be charged are the responsibility of the Employee. Failure to meet and maintain the eligibility requirements for Tuition Assistance will result in the benefit forfeiture and the benefit amount will be recovered by payroll deductions or other appropriate means.
- D. Eligibility:
 - 1. All full-time salaried Employees on the Wayne State University payroll as of the last day of Open Registration. It will be the responsibility of the Dean or Division Head to verify eligibility.
 - 2. College admission requirements must be met.

3. Courses must be taken after normal working hours, unless the Dean/Division Head verifies:
 - a) The course is offered only during working hours.
 - b) The Supervisor is able to arrange adequate coverage of the position.
 - c) Time taken off is charged to vacation or additional hours are worked to make it up. (Working during lunch will not satisfy the make-up arrangement.)
 4. Application must be made prior to the end of the term for which the tuition assistance is requested.
- E. Any Employee who is terminated, leaves employment with the University during the term of tuition assistance, not including layoff or leave of absence, or who fails to successfully complete any course(s) in which they enroll, will thereby forfeit their eligibility under the Programs and be required to reimburse the University promptly for the appropriate amount of Tuition and any other applicable fees. Failure to remit the proper amount will render the Employee ineligible for continued participation in the Tuition Assistance Program.
- F. The application forms will be available at the Total Compensation and Wellness Office, as well as eligibility requirements and any additional information that may be necessary.
- G. A passing grade must be obtained. A passing grade, for an individual course, is a "D" or better for undergraduates and a "C" or better for graduates. A grade of "P" or "S" is also considered passing for classes graded Pass/Fail or Satisfactory/Unsatisfactory. Failure to receive a passing grade will forfeit tuition assistance for the subject semester, and payment in full will be due as required.

Grades of I & Y must be converted in accordance with Student Requirements.

25. **SCHEDULE OF WAGES**

The schedule of wages for the Employees covered by this Agreement shall be in accordance with attached Schedule "A".

26. **SAVINGS CLAUSE**

If any provision of this Agreement shall be found to be contrary to Federal or State law, or be held invalid by any court or agency of competent jurisdiction, that portion only shall be deemed null and void and such determination shall not affect any other portion of this Agreement.

27. **OVERPAYMENTS**

In the event that an Employee is overpaid by the University, such Employee is required to promptly repay the University the amount of the overpayment.

Effective July 1, 1989, it is understood that, where no dispute exists as to the overpayment or as to the amount owed, the University may recoup the overpayment through payroll deductions. Nothing contained in this article shall preclude the parties from making alternate arrangements to repay the amount owed.

28. **EMERGENCY CLOSURE**

A. Weather Caused Closure

1. UNITE HERE! Local 24 Employees, who are required to work per section 1C, to be eligible for pay, are expected to report on weather caused emergency closure days regardless of public communications that the University is closed. Those who report and work shall receive an amount of compensatory time equal to the time which they worked. Late arrivals may be allowed to work an entire shift or longer at the department head's discretion. Those arriving less than two (2) hours late may utilize vacation or any other available time other than illness to cover their lateness.
2. For closures declared during the work shift, those Employees, who are required to stay, shall be compensated with compensation time equal to the time worked past the declared closure.
3. Department heads shall establish a specific procedure (or number to call) so that Employees may confirm, or understand in advance, that they need not come in on an emergency closure day. Any Employee who comes in despite operation of this specific notice procedure, shall not be eligible for any additional compensation.

B. Other Emergency Closure

For emergency closures that are due to power loss or other reasons, the above paragraphs still apply, except, there shall be no additional compensatory time for work performed on the emergency closure day.

29. **WORKERS' COMPENSATION**

- A. The Employer, in accordance with statutory requirements, provides workers' compensation if an Employee is injured in the course of employment by providing for a continuation of a portion of the Employee's wages.
- B. Providing the eligible Employee notifies the Risk Management Department in writing (one decision only), workers' compensation benefits will be supplemented by accrual illness days until they are exhausted to maintain regular after tax net income. When accrued illness days are exhausted, accrued vacation days will be used to supplement workers' compensation benefits until the bank is exhausted. Such accrued illness or vacation days will be depleted on an hour-for-hour basis. Absent written notification to Risk Management, there shall be no supplement.
- C. Employees will not accrue additional vacation or illness days while they are receiving workers' compensation benefits.
- D. If placement is possible, the Employee may be placed into any University position for which he/she is qualified, including into another unit. The favored work placement shall not displace a seniority Employee in the unit. Favored work placement has priority over Local 24 Contract posting requirements.
- E. The length of the favored work assignment would be at the University's discretion. Disputes relating to inability to perform work in the favored work assignment or the former classification, may be entered into the grievance procedure at step 3.
- F. Providing the Employee's medical restrictions so permit, the Employee shall return to the former classification, if classification seniority permits.

30. **NON-DISCRIMINATION**

- A. The University and the Union both recognize their responsibilities under Federal, State, and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of sex, sexual orientation, race, creed, color, religion, national origin, marital status, age, physical handicap, political beliefs and, further, no Employee shall be subject to sexual harassment.

- B. Employees who believe that they have been discriminated against for the above listed reasons may choose to pursue their claim through the University's internal discrimination complaint procedure, administered by the Department of Equal Opportunity, or through the grievance procedure of this Agreement.
- C. The initial choice of one of these two internal procedures binds the Employee and the Union as to the discrimination aspect of any claim and prohibits the processing of that same discrimination claim through any other internal procedure.

31. **CHANGE AND TERMINATION**

This Agreement shall remain in full force and effect from **JULY 1, 2009, UNTIL JUNE 30, 2013**, and shall continue in full force and effect unless either party shall give written notice to terminate, modify, or amend such Agreement within sixty (60) days prior to the expiration date. Such written notice shall be sent by registered or certified mail to the other party.

Accepted for the Board of Governors of
Wayne State University

Accepted for UNITE HERE!
Local 24, AFL-CIO

A. L. Rainey, Jr., Director, Labor Rel.

Mary Gaines, Rep., UNITE HERE!, Local
24 AFL-CIO

Shawn Junior, LR Specialist

Myron Henderson, Barg. Team

Donald Wrench, Director, Fac. Ops.

Sonya Hunter, Barg. Team

Cheri Nowak, Assoc. Director,
HR Consulting-Employment Services

Elois Moore, Barg. Team

Paul McAdams, Barg. Team

Date: _____

SCHEDULE A

All Employees shall be paid the following base hourly rates effective July 1st of each contract year.

| <u>DATE</u> | <u>JANITOR</u> | <u>JANITOR LEADER</u> (Includes Base Rate +7%) |
|--------------------|-----------------------|---|
| 7-1-09 | \$14.22 | \$15.21 |
| 7-1-10 | \$14.36 | \$15.36 |
| 7-1-11 | \$14.50 | \$15.51 |
| 7-1-12 | \$14.65 | \$15.67 |

Effective 7/1/09 for those on the payroll on 6/30/09: a 1.0% ATB.

Effective 7/1/10 for those on the payroll on 6/30/10: a 1.0% ATB.*

Effective 7/1/11 for those on the payroll on 6/30/11: a 1.0% ATB.*

Effective 7/1/12 for those on the payroll on 6/30/12: a 1.0% ATB.*

The Agreement shall be for four (4) years with annual ATB increases of 1.0% each for 7/1/09, 7/1/10, 7/1/11 and 7/1/12.

* It is agreed that either the University or the Union reserves the right to cause wage/compensation provisions to be reopened for bargaining by giving notice to that effect by May 31st of either contract year two, 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.

LETTER OF AGREEMENT #1

WAYNE STATE UNIVERSITY

July 15, 1986

Mr. Henry Crawford
Business Representative
Local 24, Hotel, Motel,
Restaurant Employees

Re: Additional Recognized Holidays

Dear Mr. Crawford:

During the course of negotiations between Local 24 and the University, discussions were held regarding the inclusion of Martin Luther King's birthday under Article 13 (Holidays).

The parties hereby agree that if the University declares any day to be an official University holiday and closes in observance thereof, then said day(s) shall be recognized as a holiday for members of Local 24.

Sincerely,

Brenda R. Malone
Contract Administrator

LETTER OF AGREEMENT #2

WAYNE STATE UNIVERSITY

February 24, 1993

Mr. Henry Crawford,
Vice President
Hotel Employees & Restaurant
Employees Union, Local #24
18600 W. Ten Mile Road
Southfield, MI 48075

RE: SMOKE-FREE CAMPUS

Dear Mr. Crawford:

It is agreed that the University may establish a committee comprised of representatives of the University and of each bargaining unit for the purpose of studying the needs for, the feasibility of, and the cost projections for a smoke-free campus. The committee may also invite other individuals to participate in its deliberations.

This committee shall present a report to the bargaining agents and to the University by May 1, 1993.

Respectfully,

Bruce J. Gluski
Contract Administrator
Labor Relations

LETTER OF AGREEMENT #3

WAYNE STATE UNIVERSITY

July 1, 1996

Mr. Don Murdock,
Business Representative
Hotel Employees & Restaurant
Employees Union, Local #24
18600 W. Ten Mile Road
Southfield, MI 48075

RE: ADA & FMLA

Dear Mr. Murdock:

The Employer and the Union agree that they are bound by the ADA and FMLA.

Respectfully,

Bruce J. Gluski
Contract Administrator
Labor Relations

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