

**WSU/UNITEHERE LOCAL 24 – JANITORS**  
**2017 Contract Negotiations**

**CONTRACTUAL ADJUSTMENTS TO NEW 2017-2021**  
**COLLECTIVE BARGAINING AGREEMENT**

Note: All new language is **bolded**, and  
All deletions show as ~~strikethroughs~~

**NEGOTIATED ADJUSTMENTS**

Effective July 1, 2017  
(unless designated otherwise)

**WSU LABOR RELATIONS**

## Adjustment #1

### ARTICLE 9 – ILLNESS BANK

TA'd 06/20/17

#### C. Reporting Absence Due to Illness

4. ~~Absence Call-In Procedure, Due to Illness-~~ Communication with the ~~Employment Services Center~~ **WSU Human Resources** does not satisfy the University's absence notification requirement. It is a basic WSU (and universal) expectation that employees, not ~~Employment Services~~ **WSU Human Resources**, will notify their immediate supervisor of any variances from their established work schedule (supervisory notification unless otherwise designated by the employee's department). FMLA application/approval does not relieve an employee of their notification responsibility.

## Adjustment #2

### ARTICLE 10 - LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY

TA'd 06/20/17

- C. To return to work the Employee shall:
1. Notify the ~~University Personnel Office~~ **WSU Human Resources** 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~~ **WSU Human Resources** where it will be determined if a physical examination is necessary.
  3. Satisfactorily pass the physical examination at the ~~University Health Service~~ **WSU Human Resources** or designated physician, if so directed by the University.

**Adjustment #3**

**Four (4) Year Agreement (2017 – 2021)**

**TA'd 07/25/17**

## Adjustment #4

## RIGHT TO WORK LAW CHANGES

### ARTICLE 7 - COLLECTION OF UNION DUES/SERVICE FEE

TA'd 07/25/17

- A. Payment by Check-off: Members of the Bargaining Unit, **if they so elect**, may 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 ~~Service Fee check-off form~~, **provided by the Employer**.
- B. Check-off Form: During the life of this Agreement and in accordance with the terms of the authorization for **said** ~~Union Dues or Service Fee check-off form~~, the Employer agrees to ~~deduct a Union Dues or Service Fee equivalent to the amount of dues uniformly required of members of the Union~~ **make deductions** from the pay of each member of the Bargaining Unit who ~~executes~~ **agrees and completes** the ~~Union Service Fee check-off form~~.
- C. No change.
- D. It shall be the duty of the Employer at the time of hire to provide the Employee with the Check-off Form and ~~inform the Employee of his/her option to pay a Service Fee~~. **It shall be the independent duty of the Union to notify and/or provide any additional forms to the Employee that are required for bargaining unit membership.**
- E. No change.
- F. No change.
- G. No change.

## Adjustment #5

### ARTICLE 22 - GRIEVANCE PROCEDURE, Section "A"

TA'd 07/18/17

#### 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. **To expedite the procedure, the Step 4 meeting may be bypassed if the Union and the Employer have nothing further (evidence, defenses, etc.) to add to the record after the Employer's Step 3 written disposition has been provided.**

## **Adjustment #6**

### **ARTICLE 22 - GRIEVANCE PROCEDURE, (new "G")**

TA'd 07/25/17

- G. Should either the Union or the Employer withdraw a grievance (that has been appealed to arbitration) within 30 days of the arbitration hearing, the withdrawing party shall be responsible for all cancellation penalties associated with that scheduled hearing.**

## Adjustment #7

### ARTICLE 8 - WORK WEEK AND WORK DAY, Section A

TA'd 07/25/17

- A. **Pyramiding** - There shall be no pyramiding of overtime: defined as the use of multiple overtime premium multipliers on any single or block hours. In other words, once an hour is counted as an overtime hour for the purpose **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. **The same principle applies to closure compensation.**



## Adjustment #8

### ARTICLE 9 - ILLNESS BANK

TA'd 07/25/17

- B. Special Needs - Illness benefits are a type of insurance coverage, however, in addition to excused absence for personal illness, a total of five (5) days per fiscal year may be used for the *special needs* listed below #1-6, and charged to the sick **illness** bank. **For approval, Employees must have enough illness bank time to cover Special Needs absences, as listed below:**

## Adjustment #9

### ARTICLE 9 - ILLNESS BANK, Section "C. 4."

TA'd 07/18/17

#### New 2<sup>nd</sup> paragraph...

- C. Reporting Absence Due to Illness
  - 4. 1<sup>st</sup> paragraph - No change.

**Due to needs of the operation, employees are required to notify their supervisor (or designee) of any unscheduled absence no later than the deadline that is indicated in their respective unit's call-in policy.**

## Adjustment #10

### ARTICLE 11 - BEREAVEMENT LEAVE

TA'd 07/25/17

- A. Up to three (3) **consecutive** 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. The Employer reserves the right and discretion to require verification of absence when deemed appropriate.

## Adjustment #11

### ARTICLE 21 - GENERAL PROVISION

TA'd 07/18/17

- A. The Employer shall furnish four (4) **sets of uniforms to all Employees in the Bargaining Unit** ~~upon appointment~~ **(with appropriate employee identification) upon completion of the probationary period, unless waived by the Departmental Administrator. Employees who are supplied such uniforms are required to wear them while on duty. Uniforms which are worn out or damaged (defined as frayed, tattered, discolored, split, or torn) will be exchanged for a new uniform (on a piece-for-piece basis) without undue delay.**
- B. No change.

## Adjustment #12

### ARTICLE 18 – HOLIDAYS

TA'd 07/18/17

- 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 **medically-verified sick illness** leave, vacation, or **other** leave with proper permission.

## Adjustment #13

### ARTICLE 19 - CHRISTMAS/NEW YEAR'S CLOSURE

TA'd 07/18/17

- 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 used within ninety (90) days, or it shall be forfeited. **Compensatory time shall be utilized in no less than four (4) hour increments.** 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.

## Adjustment #14

### ARTICLE 28 - EMERGENCY CLOSURE

TA'd 07/18/17

#### A. Weather Caused Closure

1. UNITEHERE! 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. Such compensatory time shall be used within ninety (90) calendar days from the date earned in accordance with the operational needs of the department, or it shall be forfeited. **Compensatory time shall be utilized in no less than four (4) hour increments.** Late arrivals may be allowed to work an entire shift or longer at the department head's discretion. Those arriving less than two hours late may utilize vacation or any other available time other than illness

## Wages/Economics

TA'd 07/25/17

### **Re: Negotiations 2017 – Across-the-Board Payment for 2017-2021 Contract Years**

It is mutually understood that:

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

**2017-2018\* -- 1.5% ATB increase to the base salary of bargaining unit members; steps funded.**

**Plus an additional 0.5% to base salary, only for those bargaining unit members who are not in violation of the WSU Attendance Standards for tardiness and/or absenteeism (per APPM 3.0.11) as of July 1, 2017.**

**2018-2019\* - 1.5% ATB increase to the base salary of bargaining unit members; steps funded.**

**Plus an additional 0.5% to base salary, only for those bargaining unit members who are not in violation of the WSU Attendance Standards for tardiness and/or absenteeism (per APPM 3.0.11) as of July 1, 2018.**

**2019-2020\*-- 2.0% ATB increase to the base salary of bargaining unit members; steps funded.**

**Plus an additional 0.5% to base salary, only for those bargaining unit members who are not in violation of the WSU Attendance Standards for tardiness and/or absenteeism (per APPM 3.0.11) as of July 1, 2019.**

**2020-2021-- 2.0% ATB increase to the base salary of bargaining unit members; steps funded.**

**Plus an additional 0.5% to base salary, only for those bargaining unit members who are not in violation of the WSU Attendance Standards for tardiness and/or absenteeism (per APPM 3.0.11) as of July 1, 2020.**

\*It is agreed that either the University or the Union reserves the right to cause compensation (wage and/or benefits) provisions to be reopened for bargaining by giving notice to that effect by October 31<sup>st</sup> of contract year one, two, or three of this Agreement, in which event these compensation provisions may be changed by agreement, to be effective no later than July 1<sup>st</sup> of the following calendar year. Should the subject reopening result in non-agreement on compensation provisions, the wage matter shall be referred to the Michigan Employment Relations Commission (MERC) for mediation. Should mediation not achieve agreement, the subject shall be referred to expedited arbitration, with an agreed-upon range of outcome ranging from 0% to 2.0%.



# **END OF 2017 ADJUSTMENTS**