

WSU/SEIU 517M 2015 Negotiations

CONTRACTUAL ADJUSTMENTS TO NEW 2015-2019 COLLECTIVE BARGAINING AGREEMENT

Note: All text changes are in **bold**, and
All deletions show as ~~strikethroughs~~

NEGOTIATED ADJUSTMENTS

Effective March 1, 2015
(unless designated otherwise)

WSU LABOR RELATIONS

CORRECTIONS/CLARIFICATIONS

CORRECTION/CLARIFICATION #1

ADD LETTER OF AGREEMENT #14 REFERENCE...

ARTICLE (13) "SWING" (RELIEF) CUSTODIAL SUPERVISOR

- A. The University shall employ one (1) full-time "Swing" (Relief) Custodial Supervisor to provide necessary supervisory needs (**also see Article 39.D and Letter of Agreement LOA #14**).
- B. In the event no member of the bargaining unit applies for a posted vacancy, the "Swing" (Relief) Custodial Supervisor may be assigned to such vacancy on a temporary basis until the position is filled.
- C. The "Swing" (Relief) Custodial Supervisor may exercise his/her seniority for any posted position of a permanent nature.

CORRECTION/CLARIFICATION #2

ARTICLE (31) LIFE INSURANCE

Acceptance of Life Insurance changes in 2012; Option 4 added. Previously agreed to in 2012.

ADJUSTMENTS

ADJUSTMENT #1

Strengthen existing language to two-tier schedule. All new hires will be trainees.

ARTICLE (1) RECOGNITION – EMPLOYEES COVERED – ADJUST SECTION “D”

- D. **All positions (except for General Supervisor and Swing (Relief) Supervisor)** ~~The positions of Custodial Supervisor Trainee and Landscape Supervisor Trainee~~ are **Trainee** entry positions which carry a one (1) year probationary period (**see Article 8**). Upon successful completion of the trainee program, the Trainee becomes either a Working Supervisor or Supervisor. ~~In no instance shall the probationary period extend beyond twelve (12) months.~~ In the event he/she does not successfully complete the training program or does not wish to become a Working Supervisor or Supervisor he/she: **(1) may return to his or her former position at the University if (he/she was a former FP&M employee?) and if a vacancy exists, or (2) if an external hire, he/she shall be terminated.**

ADJUSTMENT #2

ARTICLE (3) UNION SECURITY (CHANGES TO SECTIONS C, D, AND E ONLY)

- C. 1. Employees covered by this Agreement who at the time it becomes effective were members of the "Union" shall **not** be required as a condition of continued employment to maintain their membership in the "Union," or to pay service fees equal to the membership dues in accordance with the By-Laws of the "Union" for the duration of this Agreement (and any extensions thereof) **and existing Michigan law.**
2. Employees in the Bargaining Unit who are not members of the "Union" at the time this Agreement becomes effective shall **not** be required as a condition of continued employment to become members of the Union for the duration of this Agreement, ~~on or before the tenth (10th) day after the thirtieth (30th) day following such effective date,~~ or pay service fees equal to the membership dues in accordance with the By-Laws of the "Union" for the duration of this Agreement (and any extension thereof) **and existing Michigan law.**
- D. Employees 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 to become members of the "Union," or to pay a service fee equal to the membership dues, ~~on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the Unit.~~

- E. **If an Employee has approved such a deduction,** ~~the~~ the University shall be notified in writing by the "Union" of any Employee in the Bargaining Unit who is thirty (30) days in arrears in payment of membership dues, or service fees., ~~Employees who fail to comply with this requirement shall be released by the University within thirty (30) days of such notice.~~

ADJUSTMENT #3

ARTICLE (6) UNION DUES, INITIATION FEES, AND SERVICE FEES

- A. Payment by Check-Off: Employees ~~shall~~ **may** tender the initiation fee and monthly membership dues or a service fee equivalent to dues by signing the Authorization for Check-Off of Dues Form, or a comparable service fee form.
- 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 ~~responsibility~~ **option** to pay Union dues or an equivalent service fee. **Michigan law shall be followed.**
- 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 service fees deducted for the previous month showing the name, file number, pay code, and amount deducted from ~~all~~ **applicable** members of the Bargaining Unit, including additions and deletions since the last listing with explanation of changes.

ADJUSTMENT #4

ARTICLE (8) PROBATIONARY EMPLOYEES

- A. The initial probationary period for Employees in classifications covered by this Agreement shall be ~~six (6) months~~ **twelve (12) months** in length, beginning with the date of hiring. Periods of absence from work shall not be counted towards completion of the initial probationary period.

ADJUSTMENT #5

ARTICLE (10) WORK DAY AND WORK WEEK

- D. In the event an **dayshift (1st shift)** Employee in the Bargaining Unit is not able to report to work on his/her regular shift, he/she shall notify the department within two (2) hours prior to the starting time of his/her shift and in any event no later than two (2) hours after the starting time.

Bargaining Unit Employees ~~assigned to the third shift~~ (reporting 10:00pm **11:00am** or later) who are not able to report to work on his/her regular shift shall notify the department within four (4) hours prior to the starting time of his/her shift, and in any event no later than two (2) hours after the starting time.

ADJUSTMENT #6

ARTICLE (11) OVERTIME (FLSA ADHERENCE)

- A. A daily overtime premium of time and one-half (1-1/2) will be paid for **actual** work in excess of eight (8) hours per day, except that on the four (4) day work week consistent with Article (42) C., the daily overtime premium of time and one-half (1-1/2) will be paid for **actual** work in excess of ten (10) hours per day.
- B. A weekly overtime premium of time and one-half (1-1/2) will be paid for **working** on the sixth (6th) day on a five (5) day work week, and on the fifth (5th) and sixth (6th) day on a four (4) day work week consistent with Article (42)C (**if the Employee has worked forty (40) hours in that work week**). Double time (2X) shall be paid for **working** on the seventh (7th) consecutive workday of an employee's regular work week.

It is understood that annually in the exit week of the program only, the ten (10) hours four (4) day schedule may be changed to a five (5) day, Monday through Friday schedule. In that event Employees will be paid time and one-half (1-1/2) for all hours worked over forty (40) hours in that week, and double time on Sunday.

- C. Paid sick leave, holidays or vacation will **not** be treated as days worked in computing weekly overtime. **However, Article 22A compensatory time, when utilized, may be counted as time worked when computing weekly overtime).**

There shall be no pyramiding of overtime or closure compensation: 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.

ADJUSTMENT #7

ARTICLE (11) OVERTIME ADD CHANGES/NEW PARAGRAPH TO SECTION "E"

- E. **OVERTIME CALL-INS** Employees on emergency call-ins shall be guaranteed a **minimum of** four (4) hours work time.

Employees required to stay beyond the conclusion of their regular shift or called-in prior to the start of their regular shift shall receive **daily** overtime pay for the hours so required.

Employees subject to non-emergency call-ins where such overtime is not continuous with the regular shift shall be guaranteed a minimum of four (4) hours work time.

For the sake of expediency, Employees who are contacted (called-in) by Management for coverage shall respond to Management within thirty (30) minutes of said contact.

ADJUSTMENT #8

ARTICLE (12) VACANCY REPLACEMENT PROCEDURE SECTION "D"

- D. In an effort to minimize undue or extended periods of supervisory overloads due to unfilled vacancies of positions determined to be retained, Management will endeavor to identify **qualified** Employees (campus-wide **and external individuals**) in non-supervisory classifications whose job performance, related experiences, and demonstrated potential supervisory abilities would appear to make them likely prospects for temporary assignments to such vacancies, as necessary, pending permanent replacement selection from within or outside present Employee ranks.

ADJUSTMENT #9

ARTICLE (22A) CHRISTMAS-NEW YEAR'S CLOSURE/EMERGENCY CLOSURE

- A. Employees will be given time off their regularly scheduled work days between Christmas and New Year with pay. An Employee required to work any of these days will be given compensatory time off at a later date, or, at the discretion of the University, pay in lieu of compensatory time. **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.**

ADJUSTMENT #10

ARTICLE (24) LEAVES OF ABSENCE

Section 24.B., New Bullet #6

6. To return to work, the Employee shall:
- a. **Notify: (1) the designated department main office and (2) the designated Human Resources unit, at least two (2) weeks prior to the anticipated return date so arrangements may be made for a return to work physical examination, if so requested by the University.**

ADJUSTMENT #11

ARTICLE (26) ILLNESS BANK SECTION "C" (A CAPPING OF DAYS IS NEEDED)

- C. In addition to excused absence for personal illness, the Illness Bank may also be used for the special needs listed below. **A total of five (5) days per fiscal year may be used for the special needs listed below, #1-6 (verification may be required for special needs #1-5):**
1. Death of a member of the immediate family* (up to 5 consecutive 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 2 consecutive working days).

4. Attendance at the funeral of a person not in the immediate family* (up to 1 working day).
5. An emergency medical or dental appointment.

Where a situation exists which is not covered by these relationships, determination will be made by a designated representative of the Labor Relations Department.

6. ~~Personal Need Days~~ **Any Purpose Days**: Employees who have completed nine (9) months of service may use up to two (2) days during the fiscal year for any personal reason. Such days will be charged to the Employee's Absence-With-Pay bank provided the Employee gives his/her Supervisor three (3) working days' notice and the work schedule permits such absence. In exceptional cases one (1) day notice will be acceptable. **An Any Purpose Day cannot be used on any day that an Employee's request for leave (for that same day) has previously been denied.**

ADJUSTMENT #12

ARTICLE (30) MEDICAL INSURANCE

- E. It is agreed that the following co-pays will be in effect:

Medical Insurance

~~\$10.00~~ **\$20.00** co-pay for office visits

\$20 co-pay on Urgent Care visits;

\$100 co-pay on Emergency Room visits; nothing if admitted to the hospital.

Prescription Drugs

~~\$5.00 co-pay for generic drugs~~

~~\$10.00 co-pay for brand name drugs~~

\$5/\$20/\$45 co-pay for prescription drugs;

Members may purchase prescription drugs with a mail order option

ADJUSTMENT #13

ARTICLE (32) DENTAL INSURANCE

- A. The Employer shall provide dental care coverage to all Employees enrolled in a University-offered medical plan. Coverage is described in the contract between the Employer and its dental carrier. Employees should enroll themselves and their dependents at the time of hire. S.E.I.U. Local 517-M employees will have the same dental coverage as AAUP-AFT.

The University shall provide dental care coverage as presently described in the University's dental care contract with Delta Dental of Michigan to eligible enrolled members of the bargaining unit. Members of the bargaining unit who participate in this plan shall be required to make a contribution equal to five percent (5%) of the premium rate for the coverage selected, effective immediately upon ratification. Effective March of 2016, members of the bargaining unit who participate in this plan shall be required to make a contribution equal to twenty percent (20%) of the premium rate for the coverage selected.

ADJUSTMENT #14

ARTICLE (43) GRIEVANCE PROCEDURE, SECTION "A"

Step 2.

The Employee or Steward shall reduce the grievance to writing on forms supplied by the Employer and submit same to the Director of the Unit or a designated representative within five (5) working days of receipt of the Supervisor's answer, or in the case of a grievance filed by the Steward on behalf of all Employees similarly situated, within five (5) working days of the date it is reasonable to assume that the Union became aware of it. Each party's representative shall be responsible for making certain that all relevant contentions and evidence, that are available at the time and have been developed and considered, are presented at Step 2. The grievance shall be signed by the aggrieved Employee or Employees and shall set forth the nature ~~subject~~ **subject** of the grievance **(what happened?), the date of the infraction, the aggrieved Employee (if applicable), the article of the contract that has allegedly been violated (and how), the adjustment sought, and the facts necessary to support the grievance.**

ADJUSTMENT #15

ARTICLE (43) GRIEVANCE PROCEDURE, SECTION "B"

B. Arbitration.

5. The cost of arbitration as billed by the American Arbitration Association shall be shared equally.

Should the Union withdraw a grievance (that has been appealed to arbitration) within 30 days of the hearing, they shall be responsible for all post-filing penalties related to the subject grievance.

ADJUSTMENT #16

ARTICLE (48) DISCIPLINE

Discipline shall be for cause.

Ordinarily, for offenses not deemed serious by the University, there would be coaching prior to formal discipline.

For minor misconduct there will be the progressive discipline of written warning, second written warning, 5-day suspension, then discharge. This progression shall apply for all minor misconduct.

Nothing in this section precludes the University from addressing repeated performance deficiencies prior to annual evaluations.

An Employee (with live disciplinary action on his/her record), who is absented from the workplace for more than 30 consecutive days, shall have the life of the most recent disciplinary action frozen, until his/her return to work.

ADJUSTMENT #17

ECONOMICS

ARTICLE 39

Re: SEIU Local 517M Negotiations 2015 – Wage Adjustments for 2015-2019 Contract Years

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.

2015-2016 -- 1% 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 for tardiness and/or absenteeism (per APPM 3.0.11) as of the date of ratification.

2016-2017* - 1% 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 for tardiness and/or absenteeism (per APPM 3.0.11) as of January 31, 2016.

2017-2018*-- 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 for tardiness and/or absenteeism (per APPM 3.0.11) as of January 31, 2017.

2018-2019 -- 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 for tardiness and/or absenteeism (per APPM 3.0.11) as of January 31, 2018.

*It is agreed that the Union and University reserve the mutual right to cause compensation (wage and/or medical and dental benefits) provisions to be reopened for bargaining by giving notice to that effect by October 31st of contract year two or three of this Agreement, in which event these compensation provisions may be changed by agreement, to be effective no later than February 1st of the following calendar year. Should the subject reopening result in non-agreement on compensation provisions, the wage matter shall be referred to the Michigan Employment Relations Commission (MERC) via 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 1.5%.

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END OF 2015-2019 ADJUSTMENTS