

WSU/AFSCME Local 1497

2012 Negotiations

CHANGES/ADJUSTMENTS TO NEW 2012-2016 AGREEMENT

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

PROPOSALS

Adjustment #1

Four Year Agreement 2012-2016

TA'd 10/18/12

Adjustment #2

ARTICLE (8) PROBATION All AFSCME employees – 150 Day probation

- A. An Employee is a "probationary Employee" for his/her first ~~ninety (90)~~ **five (5) months** ~~calendar days~~ of employment. Periods of absence from work shall not be counted towards completion of the probationary period. ~~Parking Department employees hired after 10/01/02 shall be probationary during their first six (6) months of employment.~~

TA'd 11/08/12

Adjustment #3

Article 14.A.3&4 OT pay for “actual hours” worked... Compensatory Time exception.

ARTICLE (14) OVERTIME

A. Overtime Premium:

1. A daily overtime premium of time and one-half the regular straight time and applicable shift differential rate will be paid for **actual** work in excess of eight (8) or ten (10) hours per day based on a five (5) or four (4) day work week.
2. A weekly overtime premium of time and one-half the regular straight time and applicable shift differential rate will be paid for **actual** work in excess of forty (40) hours in the same work week.
3. Two times the regular straight time and applicable shift differential rate will be paid for all hours worked on the seventh **consecutive** day **worked** in the same work week.

~~For DLAR classifications only: Double time for all hours worked on the seventh consecutive day worked in the same work week.~~

4. Paid sick leave, holidays, or vacation, **or any other paid leave** will **not** be treated as days worked in computing weekly overtime. **However, Article 16 & 46 compensatory time, when utilized, may be counted as time worked when computing weekly overtime.**

TA'd 3/11/13

Adjustment #4

ARTICLE (15) HOLIDAYS

- A. The following shall be recognized as official University paid holidays: **Dr. Martin Luther King Day**, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day and Memorial Day.

PLUS, DELETE LETTER OF AGREEMENT #14 – MLK DAY IS NOW LAW.

TA'd 11/08/12

Adjustment #5

ARTICLE (16) 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. 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**. At the discretion of the University, an Employee may receive additional pay, on a straight time basis, in lieu of compensatory time.

TA'd 10/18/12

Adjustment #6 Limiting of Special Needs Days, memorialize "grey area" process.

ARTICLE (18) ILLNESS DAY PLAN

- 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 bank:
1. Quarantine required as a result of exposure to a communicable disease.
 2. Emergency care of a member of the immediate family* (up to two (2) consecutive working days **per incident**).
 3. Attendance at the funeral of a person not in the immediate family (up to one (1) working day **per incident**).
 4. An emergency (non-scheduled) medical or dental appointment [up to one (1) day **per incident**].
 5. Death of a member of the immediate family, excluding those family members covered under Article (19), Bereavement Leave (up to three (3) consecutive working days **per incident**).
 6. Personal Need Day: 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 Illness Day Plan 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. **Such days will be charged to the Employee's Illness Bank. Such days are not**

to be taken after a request for time off (for the same day) has been denied. However, management exceptions may be made based on the production of verification of absence (when deemed appropriate). Such days are to be taken in full-day increments.

* Immediate Family will 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. Where a situation exists which is not covered by these relationships, determination will be made by the **Labor Relations Department in consultation with the** Human Resources Division.

TA'd on 11/15/12

Adjustment #7

ARTICLE (19) 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, **and The Employer reserves the right and discretion to require verification of absence when deemed appropriate.**

* Immediate family shall be defined as: mother, father, sister, brother, spouse, **grandchildren**, and children. Grandmother, grandfather, mother-in-law and father-in-law shall be considered members of the immediate family if living in the Employee's household.

TA'd on 12/06/12

Adjustment #8

ARTICLE (21) MEDICAL INSURANCE AND GROUP LIFE

A.
1. 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 increase 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 increase for Single, 2 Person and Family coverage for the four HMO/PPO's plus an additional \$7.50 per month subsidy for family coverage.

~~Effective March 1, 2003, f~~ For at least the life of this Agreement, there shall be the following modifications:

- a) A ~~\$10.00~~ **\$20** co-pay on office visits;
- b) ~~\$5.00/\$10.00~~ **\$5/\$20/\$45** co-pay for prescription drugs;
- c) **\$20 co-pay on Urgent Care visits;**
- d) **\$100 co-pay on Emergency Room visits; nothing if admitted to the hospital;**
- e) A mail order prescription drug option.

TA'd 3/11/13

Adjustment #9

Previously agreed to in February of 2012...

ARTICLE (21.B) - MEDICAL INSURANCE & GROUP LIFE

--Reflect Option #4 addition, 4 times annual salary.

TA'd 10/18/12

Adjustment #10

Article 22.A (Retirement) Enhancement

Contract Language: **Delete entire Section A, and replace with language below...**

ARTICLE (22) RETIREMENT

~~A. Eligible Employees may, at their option, elect to contribute five (5%) percent of their regular wages into the University's TIAA-CREF and/or Fidelity Investments Retirement Plan. In such cases, the Employer will contribute an additional ten (10%) percent of such wages into the Retirement Plan. In order to be eligible, an Employee must be twenty-six (26) years of age, and have accrued two (2) years University seniority.~~

A. Effective sixty (60) calendar days after the ratification of the 2012-2016 Agreement, fractional and full-time Employees 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 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 purposes 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 educational institution may be able to waive all or a portion of the two-year vesting requirement.

TA'd 3/11/13

Adjustment #11

ARTICLE (23) TIME OFF FOR UNION OFFICERS AND DELEGATES

- B. The Union President or designee shall be given a total of eight (8) hours off per week with pay to transact the affairs of the Union. **When the eight (8) hour Union President business day falls on an observed holiday, an alternative Union business day (during the same week) may be selected by management based on needs of service.** A semester schedule of time off will be submitted two (2) weeks before the semester for approval to the Supervisor. If a change in the semester schedule is desired, the Union must provide two (2) weeks advance notice of such change for approval to the Supervisor.

TA'd 11/08/12

Adjustment #12

Consistent with historical practices...

ARTICLE (23) TIME OFF FOR UNION OFFICERS AND DELEGATES

- C. Leave of absence (with pay, provided the subjects are currently in active pay status) may be granted upon receiving at least one (1) week's prior written request to Employees elected or selected by the Union to attend educational classes conducted by the Union. The number may not exceed three (3) Employees at any one time, nor more than one (1) Employee from a specific unit, and the total number of working days granted for such purposes shall not exceed twelve (12) in any one (1) fiscal year.

In the event of extenuating circumstances, and if the Union can suggest and/or accept (in writing) a manpower substitution satisfactory to the Administrative Head of the Unit, the ~~Human Resources Division~~ **Labor Relations Department** may authorize an exception to the limitation of Employee absence from a specific unit.

TA'd 10/18/12

Adjustment #13 Pertinent section changes. Flexibility... Custodial assignments.

ARTICLE (25) JOB ASSIGNMENTS

- A. Intra-Classification Job Bidding: When a vacancy arises within the Bargaining Unit, the original job vacancy shall be posted campus-wide, listing job title, pay rate, shift and location. Custodian postings and pollings will include the specific job area(s). Successful bidders for the original custodian vacancy, who are not custodians, shall be assigned to a resulting vacancy at the department's discretion. Once the original vacancy is filled, the resulting vacancy shall be polled, with campus-wide eligibility. In the event the senior applicant is denied the position, the reasons for the denial shall be given in writing to the Employee and the Union.
- B. Custodians may bid on and receive work assignments and may be secure in the knowledge they will work on their assignments daily to the extent that work is available, **and based on operational needs**. Such assignments are determined by the University. Custodians will be limited to 2 successful bids within a twelve (12) month period.

~~Custodians assigned to regular work areas shall not routinely be used for absentee replacement or other work outside their assigned area, except in an emergency as determined by Management.~~ "Project and Relief" custodians may fill the assignments of Employees who are absent and perform "project" work in the work areas to which they are assigned, and in other areas if necessary.

If enough "Project and Relief" custodians are not available in their assigned areas to fill the assignments of Employees who are absent or work areas are occupied or unavailable,

or when areas are to receive priority, it is understood that the Supervisor may assign the Employees to work on other assignments within their own classification. ~~in the same building where the specific job is all contained in one building, or in the same area where the specific job involves more than one building.~~ When such assignment is made, the Supervisor shall inform the affected Employee(s) of the reason for the assignment.

It is understood that flexibility is key in providing optimum service to our customers. When conditions exist as determined by the Department Director, his/her Assistant/Associate Director, Shift Supervisor, the Custodial Superintendent or the General/Training Supervisor, that make an area critical to receive priority ~~(or constitute an emergency)~~, it is understood that the Foreman/Supervisor may assign a custodial Employee to any assignment in any area. When such assignment is made, **if asked**, the affected Employees shall be informed of the reason for such assignment. **The assignment is not subject to debate.**

It is expressly agreed that no provision of this Agreement shall act to prohibit the University from organizing and reorganizing the work force, and determining and re-determining job assignments and work to be performed. It is understood that modification of job assignments may require the rebidding of the changed positions among the affected Employees.

TA'd 3/11/13

Adjustment #14

ARTICLE 27.B DISCHARGE OR DISCIPLINE, New second paragraph.

“Any employee (with live disciplinary action on his/her record), who is absented from the workplace for more than 30 continuous calendar days, shall have the life of the most recent disciplinary action(s) (per unique charge) frozen, until his/her return to work.”

TA'd 11/08/12

Adjustment #15

Consistent with historical practices...

ARTICLE (34) BULLETINS

- C. In the event a dispute arises concerning the appropriateness of material posted on the Union Bulletin Board, the President of the Union will be advised by the ~~Human Resources Division~~ **Labor Relations Department** of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

TA'd 10/18/12

Adjustment #16

ARTICLE 41 GENERAL PROVISIONS Correction/Clarification

E. Special Conferences: Special conferences for important matters, other than grievances subject to consideration under the Grievance Procedure, will be arranged between the Local President of the Union and the ~~University~~ **Department of Labor Relations**, or its designated representative upon request of either party. Such meetings shall be between representatives of the ~~University~~ **Department of Labor Relations** and a maximum of five (5) representatives of the Union and more may attend by mutual agreement of the parties. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in special conferences. This meeting may be attended by a representative of the International Union.

TA'd 10/18/12

Adjustment #17

ARTICLE 41 GENERAL PROVISIONS Obsolete: Correction – Remove section “H” completely. Move section “T” up to replace “H.”

“H. Local 1497 Custodial Employees shall have their paychecks placed in sealed window envelopes by the Department of Facilities Planning and Management.”

TA'd 10/18/12

Adjustment #18

ARTICLE (44) DENTAL PLAN

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. ~~at no cost to the employee.~~ **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.** Effective March 1, 2003 the annual cap on benefits will be \$1,500.

TA'd 3/11/13

Adjustment #19

ARTICLE (46) EMERGENCY CLOSURE

1. Weather Caused Closure

- A. AFSCME 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.** 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 to cover their lateness.

TA'd 11/08/12

Wages/Economics Schedule of Wages, Article 43

Re: AFSCME Negotiations 2012 – Wage Adjustments for 2012-2016 Contract Year

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.

2012-2013 -- 1% ATB increase (ATB = Across the Board); effective the next business day after ratification by the bargaining unit.

2013-2014 - 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 September 30, 2013.

2014-2015*-- 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 September 30, 2014.

2015-2016*-- 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 September 30, 2015.

*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 October 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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