

WSU/UAW Staff Association Local 2071

2013 Negotiations

CHANGES/ADJUSTMENTS TO NEW 2013-2018 AGREEMENT

Note: All text changes are in **bold**, and

All deletions show as ~~strikethroughs~~

CORRECTIONS/CLARIFICATIONS

Correction/Clarification #1

ARTICLE (9) CONTINUED STUDY Obsolete, incorrect language, contrary to practice.

- B. Special Conferences under this Agreement between the Union and the Employer are encouraged for working out mutual problems. Special Conferences for various matters will be arranged between the Union's President, or designated representative, and the ~~Employer's~~ **Department of Labor Relations or its'** designated representative, upon request of either party. Such meetings shall be between two (2) representatives of the Employer and two (2) representatives of the Union. More representatives of the Union or Employer may attend by mutual agreement. Special Conferences shall be arranged in advance and shall be held within ten (10) working days of the request for the conference. The ten-day limit may be extended by mutual agreement. An agenda for the matters to be discussed at this Special Conference shall be presented at the time the conference is requested. The matters taken up at the Special Conference shall include only those items on the agenda.

TA'd 6/14/13

Correction/Clarification

ARTICLE (18) REDUCTION OF WORKFORCE AND RECALL

D. DEMOTIONAL TRANSFERS:

1. The Employer shall maintain a list of **Article 18.A.1.a initially-displaced** Employees who accept a demotional transfer **within their Home Organization (Department) or Division** in lieu of layoff. A copy of such list shall be provided to the Union ~~upon request~~.
2. Employees who accept demotional transfers in lieu of layoff shall be accorded the opportunity to return to their former positions in the event said position is *re-established* within a period equal to their length of service up to one (1) year from date of demotional transfer.
3. Employees who accepted a demotional transfer shall be afforded priority to return to their former classification.

TA'd 6/14/13

Correction/Clarification #3

ARTICLE (44) MANDATORY SICK LEAVE Obsolete, incorrect language, contrary to practice.

- B. The executive head of a school, college, division, or other unit having reason to believe that grounds appear to exist for the issuance of such a directive by a health professional shall be obligated to bring the matter promptly to the attention of the **Labor Relations Department, who will consult with the** Human Resources Division.

TA'd 6/14/13

Correction/Clarification #4

ARTICLE (41) INCOME DISABILITY PROGRAMS **Section D**

New bullet #7...

7. After an Employee has been approved for LTD (and the Employee's leave banks have been exhausted) he/she shall be terminated from the Employer's rolls. However, should an Employee subsequently recover, he/she may apply for any posted vacancy.

TA'd 6/20/13

Correction/Clarification #5

ARTICLE (42) - LIFE INSURANCE

--Reflect Option #4 addition, 4 times annual salary agreement (Agreed to in February of 2012).

TA'd 6/14/13

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Correction/Clarification #6

ARTICLE 36. HOLIDAYS

A. Regular Employees on active pay status are granted time off with pay or are otherwise compensated (Article 26. D.3.) for the following legal and special holidays:

- | | |
|--------------------|--------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King | Thanksgiving Day |
| Memorial Day | Day following Thanksgiving Day |
| Independence Day | Christmas Day |

and, for non-probationary Employees, one (1) additional holiday (**aka floating holiday**) per contract year on a date to be selected by the Employee and to be approved and granted by the Supervisor upon receipt of at least one (1) weeks' notice if the needs of the Employer permit. If the Employee's original selection is not approved, another date within the ~~year~~ **contract** year shall be mutually agreed upon.

TA'd 6/14/13

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Correction/Clarification #7

Newly accepted job classifications within Staff Association; place in new contract:

Construction Records Spec.	SG-09	
Data Resource Assistant	SG-07	
Environmental Safety Technician	SG-10	
Human Resources Administrator	SG-10	
Material/Mail Controller	SG-09	
Payroll Specialist, SR.	SG-11	
Veterinary Technologist	SG-13	
Accounting Assistant, Gift Processing	SG-04	NEW as of 6/19/13
Hazardous Material Technician	SG-06	

TA'd 6/14/13

Correction/Clarification #8

ARTICLE 1. RECOGNITION

- D. Exclusion: It is also mutually agreed that the following personnel are excluded from the bargaining unit:
1. All personnel of the President and his/her immediate auxiliary staff;
 2. All Secretary/Clerical personnel in the Office of the General Counsel;
 3. All personnel in the Human Resources Division (**per the 2013 Human Resources Reorganization, the Human Resources Administrator classification will not be excluded from the bargaining unit**);
 4. Secretary to the Director of Public Relations

TA'd 6/14/13

PROPOSALS

Adjustment #1

Five Year Agreement 2013-2018

TA'd 6/14/13; adjusted from four to five years after Fact Finding recommendation.

Adjustment #2

Article 1.C; update to reflect Right to Work Law...

- C. ~~Grandfather Clause: Those Employees represented in the above enumerated classifications, who were not paying dues or agency shop fees as of January 1, 1966, shall have free choice as to whether or not they will pay the dues or periodic service fees described in Article 3.~~

TA'd 8/09/13

Adjustment #3

Article 3; update to reflect Right to Work Law...

ARTICLE 3. UNION SECURITY

- A. Membership in the Union: Membership in the Union **and/or the payment of a service fee** shall not be required as a condition of continued employment at the University. ~~It is, however, agreed that an Employee in the bargaining unit defined in Article 1., shall, as a condition of continued employment, pay Union dues or service fees in an amount equal to the periodic dues uniformly required as a condition of maintaining membership in the Union.~~
- B. **However, if elected,** sSuch Union dues or service fees shall be paid within thirty (30) calendar days from the date that an Employee has assumed a position with said unit. The University shall be notified in writing, by the Union, of any **Union dues or service fee paying** Employee in the bargaining unit who is thirty (30) calendar days in arrears in payment. ~~Employees who fail to comply with this requirement shall be released by the University within thirty (30) calendar days of such notice.~~

- C. Payment by Check-Off: During the life of this Agreement, and in accordance with the terms of the form "Authorization of Check-Off Dues," **after Employee authorization**, the Employer agrees to deduct an amount equal to membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each Employee who executes or has executed the "Authorization for Payroll Deduction for Union Dues or Service Fee form."
- D. Initiation Fees: During the life of this Agreement, and in accordance with the terms of the form "Initiation for Union Membership," the Employer agrees to deduct such initiation fee from the pay of any Employee who authorizes such deduction by signing the initiation fee form.
- E. The Employer shall not be responsible for ~~checking off or~~ collecting Union dues or service fees during periods of leaves of absence for which ~~the~~ **an** Employee receives no pay from the Employer.
- F. The Employer shall not be responsible for the collection of past dues or dues in arrears of more than thirty (30) calendar days, pursuant to paragraph B.
- G. Initiation fees, Union dues or service fees deducted by the Employer pursuant to this Article shall be forwarded by check to the Union, not later than the tenth (10th) of the month following the month such deductions were made.
- H. On the twentieth (20th) of the month following the month deductions were made, the Employer shall furnish to the local Union a list of Employees with any additions or deletions, including explanations since the last listing.
- I. The Union shall indemnify and hold the University harmless from any and all claims, demands, suits or other action(s) arising from the terms of this Article.

TA'd 2/07/14; in mediation

Adjustment #4

Surveillance of Property

Article 4, Section "A," new second paragraph...

"The University reserves the right to monitor the workplace with visible and hidden cameras. Hidden cameras may be utilized when the University reasonably suspects, health, safety, performance, or University policy violations; the University need not reveal exact location and times of use. However, the University agrees to notify the Union when hidden surveillance is going to be utilized on campus. The University continues to reserve the right to impose appropriate discipline for cause, based on the use of surveillance, in accordance with other applicable provisions of the CBA. Nothing in this Agreement will affect the right of the University to utilize surveillance for purposes unrelated to the administration of this Agreement."

TA'd 6/14/13

Memorandum of Understanding

Between

Wayne State University and UAW Staff Association, Local 2071

Re: Right to Work Article(s); Article 3 of the CBA

It is agreed between Wayne State University and UAW Staff Association Local 2071 that:

There will be adherence to the Michigan Right to Work law, as written. However, there will be a limited reopener for the negotiation of new contract language, applicable only to Article 3, to be exercised within 90 calendar days: (1) if/when Michigan Right to Work is overturned by a court of final jurisdiction (or if it is reversed legislatively), and (2) after the time for appeal has expired or no appeal has been taken.

This agreement is not precedent setting. Neither Wayne State University nor UAW Staff Association Local 2071 is obligated to enter into any similar future arrangements.

A.L. Rainey, Jr. Date
Director, WSU Labor Relations

Sammy Wright Date
President, Staff Assoc., Local 2071

cc: UAW Staff Association, Local 2071
Labor Relations

TA'd 2/07/14; signed while in mediation

Adjustment #6

Article 7.V GRIEVANCE PROCEDURE

Pre-hearing/filing expenses..... Post hearing expenses.

- V. ~~Expenses of the arbitrator's services and the proceedings~~ **Pre-hearing expenses (registration/filing)** shall be borne equally by the Employer and the Union. **However, all post-hearing expenses (hearing costs, arbitrator's services/award) shall be the sole responsibility of the unsuccessful party (the loser pays).** If either party desires a verbatim record of the proceedings, such party may cause such a record to be made providing it pays for same. Of the Union's witnesses at an arbitration hearing, up to two (2) Employees may attend at the University's expense.

W/D by WSU on 2/07/14; while in mediation

Adjustment #7

ARTICLE 8 NO STRIKES OR LOCK OUTS

Existing language:

- A. ~~The Employer agrees not to cause, permit or engage in any lockout of its Employees during the term of this Agreement.~~
- B. ~~The Union will not cause, engage, or authorize its members to engage in any strikes, sit-downs, stand-ins, slow-downs during the term of this Agreement.~~

Replace all of the existing Section A & B language with:

- A. **The Union recognizes that during the life of this Agreement, neither it nor its officers, representatives, committee persons, and stewards will for any reason, directly or indirectly, call, sanction, or engage in any strike, walkout, slow-down, sit-down, stay-away, limitation of production, boycott of a primary or secondary nature, picketing or any other form of interference with the peaceful operation of the business of the University. The Employer agrees not to cause, permit or engage in any lockout of its Employees during the term of this Agreement.**
- B. **In the event that Employees represented by the UAW Technical Office and Professional Staff Association Union Local 2071 engage in any of the above activities, the President of the Union or a representative thereof will, upon request**

from the Department of Labor Relations, immediately notify them of the inappropriate nature of their activity and direct them to return to their jobs.

TA'd 8/09/13

Adjustment #8

Plus Past Practice Announcement Letter provided on 7/19/13

ARTICLE 18.A REDUCTION OF WORK FORCE AND RECALL

A. LAYOFF:

1. a) In the event it should become necessary to reduce the number of Employees or to formally discontinue a University position to which a Union member is assigned, the Employer agrees to provide (in writing) the subject Employee and the Union with thirty (30) days' notice except in cases of emergency. The subject Employee shall not be compelled to use accrued vacation time in lieu of the thirty (30) day notice.
- b) ~~Effective January 1, 1993,~~ Employees who are hired into, or bid into a position which is 100% grant funded, shall not be eligible to displace another employee in a reduction in force or when the grant expires. However, effective March 30, 1995 employees on bump ineligible positions who are laid off, may bump into a vacant position in their same classification or a lesser classification, providing they can perform the work, during their thirty (30) day period of layoff notice and for another sixty (60) days thereafter, while on lay-off. The vacancy-only bumping sequence shall follow the pattern set forth elsewhere in this article.

Additionally, ~~effective March 30, 1995,~~ the University may create up to 25 positions University-wide that are also bump ineligible, but which are constituted of funding that is 50% or more on funds other than the general fund. These positions shall also have the aforementioned bumping rights to a vacancy in the same or a lesser classification, providing the employee can perform the work. Those already in such positions are grandfathered while in them.

Where more than one such vacancy exists, the ~~e~~Employee shall be assigned to the vacancy that has been vacant for the longest period of time, in order ~~may decline the first opportunity, but must accept the second one offered~~ to maintain employment.

For the bump ineligible positions that are not 100% grant funded, a department may exercise its discretion as to its budgetary and work needs and decide to offer continued employment on a fractional time basis despite loss of some of the position's funding.

- c) It is understood, however, that an Employee who receives such notice (per 1. a) above) must respond to the Employer within three (3) working days indicating whether the Employee will accept appropriate employment, if such is available under the work force reduction procedure. If the Employee's acceptance of such work results in the layoff of another Employee, that Employee shall receive at least ten (10) calendar days' notice.
- d) In the event of layoff, the Employer shall meet with the Union, on request, prior to the contemplated reduction to review how the reduction will be accomplished.

In an effort to provide that Employees with the least seniority are the first to be subject to any necessary work force reduction, the following order of layoff will be implemented.

- 2. Throughout this Article in order for any transfer to take place in the layoff or recall sequence within classifications represented by the Union, the subject Employee must have the ability to perform the duties of the available position. An Employee placed into a position under the provisions of this Article may be subject to the sixty (60) calendar day job qualifying period. During the qualifying period, the Employer will provide training and instructional supervision, as applicable, so as to acclimate the Employee with departmental procedures. **Dates of training shall be documented.** During such a qualifying period, both the Employee and the Union shall be notified as to the Employee's performance. Periods of absence shall not be credited toward completion of the qualifying period.

There shall be a minimum of two (2) progress reports within the sixty (60) calendar day period. The first report must be done midway through the period, and the second report must be done prior to the expiration of the sixty (60) calendar day **job** qualifying period.

To aid placement efforts, the Employee and the Union shall be notified, via the final progress report, of his/her successful completion of the job qualifying period or disqualification for the subject position, at least ten (10) business days prior to the expiration of the sixty (60) calendar day job qualifying period.

Any Employee subject to the job qualifying period and disqualified within the sixty (60) **calendar** day period shall **choose to: (1) continue to exercise seniority under the provisions of the Article, as prescribed in Section A.12, or (2) be placed in a layoff status.**

3. Any part-time Employee who performs work more than half-time on a regular basis in a classification represented by the bargaining unit, or any probationary Employee in a classification represented by the Union in a department or a division in which a layoff occurs, shall be terminated before any regular or provisional Employee is laid off in the same classification in the department or division. Any "temporary" position in a classification represented by the Union within such affected department or division shall be reviewed with the Union for possible elimination in lieu of any contemplated reduction of any regular position.

4. **INITIAL DISPLACEMENT** The first Employee to be laid off shall be the Employee within the ~~department (or division)~~ **Home Organization** with the least bargaining unit seniority in the classification where the layoff is to occur, provided that the Employee(s) remaining have the present ability to perform the work available. **For purposes of this Article, Home Organization is defined as the Home Department of the Employee, as indicated in BANNER.**

In the event of a ~~unit~~ **Home Organization** reorganization, an employee with a disciplinary action of a Three-Day Suspension or greater shall not be eligible for initial displacement. The disciplinary action precluding such displacement must have been issued at least sixty (60) **calendar** days prior to the issuance of the contractual 30-day minimum written notice. Therefore, the employing unit, absent any subsequent disciplinary action, shall not subject the employee to initial displacement until such time as the most recent disciplinary action (of at least a Three-Day Suspension or greater) expires.

For purposes of this Article, after the loss of the current position, only one Employee placement shall occur, prior to (1) potential placement into one of the job classifications listed in Article 18.A.12 or (2) layoff.

5. **PLACEMENT EFFORTS** The subject Employee shall be transferred to a vacancy within such Employee's classification within the same ~~department (or division)~~ if a vacancy exists. If more than one such vacancy exists, the Employee **shall be assigned to the vacancy that has been vacant for the longest period of time, in order to maintain employment** ~~shall have the right to refuse to accept transfer to the first vacant position offered by the Employer, if the Employee believes the position to be unsuitable. However, if the Employee refuses the first vacant position offered, such Employee shall be transferred by the Employer to any one of the other such vacant positions, and must accept such employment or be.~~ **If the Employee refuses the assignment, he/she shall be considered voluntarily terminated.**

6. If such a vacancy does not exist within the ~~department~~ **Home Organization** or division, the Employee shall be transferred to a vacancy in such Employee's classification in the University. If more than one (1) such vacancy exists, the Employee shall have the right to refuse to accept transfer to the first vacant position offered by the Employer, if the Employee believes the position to be unsuitable. However, if the Employee refuses the first vacant position offered, such Employee shall be transferred by the Employer to any one of the other such vacant positions, and must accept such employment or be considered voluntarily terminated.

7. If no such vacancy exists, the Employee shall exercise bargaining unit seniority to replace the least senior Employee within the University in the subject Employee's classification.
8. If such a position does not exist, the subject Employee shall be transferred to a vacancy in the next lower level in the subject Employee's classification sequence.
9. If such a vacancy does not exist, the Employee shall exercise bargaining unit seniority to replace the least senior Employee within the University in the next lower level in the subject Employee's classification sequence.
10. If such a ~~vacancy~~ **position** does not exist, the subject Employee shall be transferred to a vacancy, at the same salary range or below, within the job groupings University-wide if such vacancies exist. If more than one such vacancy exists, the Employee shall **be assigned to the vacancy that has been vacant for the longest period of time, in order to maintain employment.** ~~have the right to refuse to accept transfer to the first vacant position offered by the Employer, if the Employee believes the position to be unsuitable. However, if the Employee refuses the first vacant position offered, such Employee shall be transferred by the Employer to any of the other such vacant positions and must accept such employment or be~~ **If the Employee refuses the assignment, he/she shall be considered voluntarily terminated.** An Employee must meet the necessary qualifications to be transferred to a vacancy outside the classification sequence.

An Employee transferred under this provision other than in the Employee's classification sequence shall **also** be subject to a ~~ninety (90)~~ **sixty (60) calendar day** ~~provisional status~~ **job qualifying** period.

11. An Employee subject to layoff, to whom the Employer does not offer employment under Paragraphs 18 A. 5, 6, 7, 8, 9, or 10, shall be transferred to any vacant position in a classification in the bargaining unit in which the Employee previously served, if the Employee is qualified, provided that the Employee may refuse such transfer and exercise such Employee options under Paragraph 18 A. 12, if the salary grade of the vacant position is more than one level lower than the previous salary grade of the Employee. This provision shall apply only if its exercise does not interfere with the exercise of the seniority rights of another Employee with higher seniority in the classification of the vacant position or higher bargaining unit seniority under Paragraphs 18 A. 5 through 18 A. 10 above.
12. If such a position does not exist, **or if the Employee has been disqualified within the sixty (60) day qualifying period (per Section A.2),** the subject Employee may voluntarily, and with prior knowledge of the positions available, exercise one (1) of two (2) options to replace an Employee in the following classification groups. (The provisions of one (1) year more seniority in a. or b. below shall be waived if the replaced Employee has less than one (1) year bargaining unit seniority).

- a) An Employee may exercise bargaining unit seniority (if it is at least one (1) year more than that of the replaced Employee) to replace the least senior Employee in the classification group, provided the classification of the least senior Employee is at the same or a lower salary grade than the subject Employee's existing salary range.

or

- b) If the position, per the above is believed by the Employee to be unsuitable, the Employee may then exercise such Employee's bargaining unit seniority (if it is at least one (1) year more than that of the replaced Employee) to replace the next least senior Employee among the Employees in the classification group, provided the classification of the next least senior Employee is at the same or a lower salary range than the subject Employee's existing salary range.

The Classification group shall be as follows:

Admissions Clerk	Laboratory Aide
Audio/Visual Technician	Laboratory Technician
Courier	Material Controller
Data Entry Clerk I	Office Clerk
Imaging Clerk I	Receptionist
Inventory Controller	Switchboard Operator

It is understood that an Employee in any classification in the above group shall have the same rights under this Paragraph as in any other classification. It is further understood Employee's must be able to perform the classifications listed above.

13. Specific positions may be excluded by the Employer from Paragraphs 18 A. 7, 10, and 12 above, after discussion with the Union. If the Union believes an action taken by the Employer in this regard is unreasonable, the Union may grieve the exclusion, if discussion does not result in mutual agreement.
14. Any Employee refusing employment offered by the Employer in accordance with the above provisions shall be considered voluntarily terminated, except that an Employee refusing employment under 18 A. 12 above, shall be laid off.
15. **PREVIOUS EXPERIENCE PLACEMENT** In the event an Employee is transferred to a position in a classification in which the transferee had previous Employer experience, said Employee shall receive a salary at a Step closest to the salary currently earned by the Employee, but not more than the ~~maximum~~ **job rate** of the salary range of the new classification. Departments may voluntarily agree to pay a salary which is one step higher than the salary the Employee was receiving prior to the recall transfer, however, in no event shall the transferred Employee receive a salary greater than the maximum of the salary range of the new classification.

16. **NO PREVIOUS EXPERIENCE PLACEMENT** If the Employee is transferred to a classification in which the Employee has no previous University experience, said Employee will receive a salary commensurate with the Employee's qualifications but not more than the job rate of the salary range of the new classification.

The maximum annual salary paid to a higher-paid bargaining unit employee who is bumping into another position that is funded at a lower level, shall be the job rate of the new position.

17. A transfer shall not result in a reduction of bargaining unit seniority.
18. All transfers described above shall be subject to a ~~three (3) month~~ **sixty (60) calendar day job qualifying period** ~~performance evaluation~~.

TA'd 7/19/13

Adjustment #9

Article 18, Section A-2 (Additional Language) – Insert after 2nd Para in bullet #A.2

“There shall be a minimum of two (2) progress reports within the sixty (60) calendar day period. The first report must be done midway through the period, and the second report must be done prior to the expiration of the sixty (60) calendar day qualifying period.

The subject Employee reserves the right to request a meeting with Union representation present, in an observation status, during the midway qualifying period progress report meeting. However, Union attendance is not mandatory, and the progress report meeting shall not be delayed or canceled due to the absence of Union representation. Management will make every effort to hold the midway progress report meeting within 48 hours after Employee notification of the scheduled meeting.”

TA'd 7/19/13

Adjustment #10

Article 18; Section A.14 (New 2nd paragraph)

“A qualified Employee, impacted by an Article 18 reduction in the workforce, who is placed into a lower-level classification within their classification sequence or job grouping solely due to a lack of seniority, may subsequently return to a vacancy in his/her original job classification, prior to the posting of such vacancy. At the time of restoration, the Employee must possess the necessary training and the minimum qualifications for satisfactory performance in the original job classification. Restoration is subject to bargaining unit seniority, and is only available for a period equal to their length of bargaining unit service (up to a maximum of one (1) year after the original displacement date).”

TA'd 8/09/13

Adjustment #11

Article 18.C.8 REDUCTION OF WORKFORCE AND RECALL

New #8

“8. Any bargaining unit employee who is on layoff, and recalled to a vacancy/job, shall return to the layoff list if: (1) they fail to qualify for the vacancy/job during the job qualifying period, or (2) if they are displaced by a more senior employee during the job qualifying period.”

TA'd 6/14/13

Adjustment #12

ARTICLE 20 PROVISIONAL PERIOD Period length and notice of status

A. SENIORITY EMPLOYEES: Effective 08-01-~~2013~~, a seniority Employee who accepts a promotion, **demotion, or a transfer within the bargaining unit**, shall be placed on provisional status for **forty five (45) calendar days** ~~225 hours worked~~ with seniority accumulating. ~~A seniority Employee who accepts a lateral transfer shall be placed on provisional status for up to sixty (60) calendar days, with seniority accumulating.~~

1. An Employee placed on provisional status ~~by reason of promotion~~ will have two (2) progress reports – the first will be done not later than the midway point of the ~~225 hours worked~~ **forty five (45) calendar days**, and the second prior to the end of the ~~225 hours worked~~ **forty five (45) calendar day** provisional period.

~~An Employee placed on provisional status by reason of lateral transfer will have two (2) progress reports – the first will be done not later than the midway point of the sixty (60) calendar day period, and the second prior to the end of the sixty (60) calendar day provisional period.~~

2. During the provisional period, the Employer will provide and document training and instructional supervision, as applicable, so as to acclimate the Employee to departmental procedures.
3. **To aid placement efforts, the Employee shall be notified, in writing, of his/her successful completion of the provisional period or disqualification for the subject position, at least ten (10) calendar days prior to the end of the provisional period.**

TA'd 6/20/13

Adjustment #13

ARTICLE 20. PROVISIONAL STATUS

- C. Upon completion of the provisional status period such Employee shall, in the following order:
 1. Be removed from provisional status, or
 2. Be returned to such Employee's former position, or, if that position is no longer vacant,
 3. Be placed in a vacancy in such Employee's former classification. If more than one such vacancy exists, the Employee shall **be assigned to the vacancy that has been vacant for the longest period of time, in order to maintain employment.** ~~have the right to refuse to accept transfer to the first vacant position offered by the Employer, if the Employee believes the position to be unsuitable. However, if the employee refuses the first vacant position offered, such Employee shall be transferred by the Employer to any one of the other such vacant positions, and must accept such employment or~~ **If the Employee refuses the assignment, he/she shall be considered voluntarily terminated.**

TA'd 6/14/13

Adjustment #14

ARTICLE (24) PERSONNEL FILES

Article 24.B

- B. No official report nor any derogatory statement about an Employee shall be filed unless the Employee is sent a dated copy. The Union should also be sent a copy. The Employee has the right to submit a response to the report or statement, and such a response shall be attached to and filed with the report or statements in the Employee's file.

The University will not consider any prior disciplinary actions which occurred more than two (2) years previously. **Any employee (with live disciplinary action on his/her record), who is absented from the workplace for more than 21 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 6/14/13

Adjustment #15

ARTICLE (26) OVERTIME Pay for actual time worked, FLSA compliant; no pyramiding.

Article 26.C.4 and D.1:

- C. Overtime:
4. Paid sick leave, ~~holidays, and vacation~~ will **not** be treated as days worked in computing the **daily or** weekly overtime compensation. **However, Article 37 compensatory time, when utilized, may be counted as time worked when computing weekly overtime.**
- D. Overtime Compensation:
1. The Employer will pay ~~the~~ time and one-half (1-1/2) for **actual** work performed more than seven and one-half (7-1/2) hours in any one day, and more than thirty-seven and one-half (37-1/2) hours **worked** in any one week, which shall be worked and computed to the nearest one-half hour unit of time.

PYRAMIDING - There shall be no pyramiding of overtime: defined as the use of multiple overtime premium multipliers on any single or block of hours. In other words, once an hour is counted as an overtime hour for the purposes of daily overtime, that same hour cannot be counted as an hour worked for the purpose of weekly overtime. Not included in the definition of

pyramiding are those cases of shift or salary premiums. These remain subject to the normal overtime multiplier for any overtime hours.

2. Time and one-half (1-1/2) shall be compensated an Employee for all hours worked on the sixth (6th) day, and double time on the seventh (7th) consecutive day of such Employee's regular work week with a guarantee of three and one-half (3-1/2) hours of any of such overtime.
3. An Employee who works on any of the University's observed holidays shall be compensated at time and one-half (1-1/2) in addition to such Employee's regular daily pay.
4. Any overtime properly reported to the Payroll Office earned before the payroll closing date will be paid on the nearest following pay day.

TA'd 9/13/13

Adjustment #16

Article 26; new Section F.4 (Additional Language)

“Shift Polling – University Libraries, Public Safety, C&IT, and Research Should a vacancy occur on another shift within a department (Home Org as defined in BANNER) where there are multiple shifts, employees working in that department (with the same classification as the vacancy) shall be polled for that vacancy, prior to posting. The most senior qualified employee polled shall be afforded the opportunity to accept the shift change. The resulting vacancy shall be posted.”

TA'd 8/09/13

Adjustment #17

ARTICLE 30. LEAVES OF ABSENCE Longer return to work notice needed

B. Illness Leave:

3. To return to work, the Employee:
 - a) Shall notify the Employment Services **Center** Office of the Division of Human Resources at least ~~one week~~ **two weeks** prior to ~~the~~ anticipated return date, so arrangements may be made for **a** return to work physical examination, if deemed necessary.

TA'd 6/14/13

Adjustment #18

ARTICLE (34) ILLNESS DAY PLAN

Article 34.D.2 New language

D.

2. **Any Purpose Days** Employees who have completed nine (9) months of service may use up to five (5) days during the contract year for any personal reason other than that listed in Sec. 1. above, (e.g., observance of a religious holiday, a scheduled medical or dental appointment, etc.). **Such days are to be taken in full-day increments.** ~~Personal Leave~~ **Any Purpose Days** are not intended to be used as an extension of the holiday or vacation provisions of the Collective Agreement. Except in emergency situations, such days are not to be used on a consecutive basis unless operational needs permit and prior approval of the Supervisor is received. **Such days will not be approved after a previous request for time off (for the same day) has been denied.** ~~Personal Leave~~ **Any Purpose Days** shall be scheduled in advance, whenever possible. However, notwithstanding the foregoing, two of the five days shall require notice to the Supervisor or designee by **end of the shift one full work day (e.g. by end of shift Monday, to take Wednesday off; by end of shift Thursday, to take Monday off)** ~~at least noon of the day~~ prior to taking the day for the employee to be eligible for pay.

TA'd 2/07/14; while in mediation

Adjustment #19

ARTICLE (34) ILLNESS DAY PLAN... Section E.1

E. REPORTING ABSENCE DUE TO ILLNESS:

1. An Employee is to report absence due to illness to such Employee's Supervisor or designee as soon as possible and in any event, not later than ~~one (1) hour~~ **thirty (30) minutes** after the start of the regular scheduled work period. If it is impossible to notify the Supervisor within this time, notification must be given within the scheduled work period of the first day of absence. Acceptable evidence of such impossibility to notify the Supervisor must be presented to receive illness benefits.

TA'd 6/20/13

Adjustment #20

Per APPM 3.0.11.2 Per Absences, first paragraph... Section “E.3”

ARTICLE (34) - ILLNESS DAY PLAN

3. Failure to report absence due to illness on each day is considered unauthorized absence and can 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 for an extended period (**and the employee’s immediate supervisor is in written agreement**).

TA’d 6/14/13

Adjustment #21

ARTICLE 37. CHRISTMAS/NEW YEAR'S CLOSURE

- A. Employees will be given time off with pay between Christmas and New Year’s, except in any unit where it is determined it is necessary to work during that period. An Employee required to work between Christmas and New Year’s will be given compensatory time off at a later date. **Such compensatory time shall be used by May 31st of the next year (in accordance with the operational needs of the department), or it shall be forfeited. Note: Compensatory time may be earned during Christmas/New Year’s Closure only, and there is no cash-out of unused compensatory time upon separation from the University.**

TA’d 6/20/13

TA sentence repaired post-negotiations

Adjustment #22

ARTICLE 38. Section B (Vacation) (New Language)

- “B. Employees shall take vacation in blocks of five (5) days or more with the option of taking up to ~~seven (7)~~ **eight (8)** days during the calendar year at the rate of less than five (5) days at a time subject to conditions in paragraph A. above.”

TA’d 6/20/13

Adjustment #23

ARTICLE (39) MEDICAL INSURANCE Change Section E only.

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

Medical Insurance

~~\$10.00~~ **\$20** co-pay for office visits

\$20 co-pay for Urgent Care visits

\$100 co-pay for 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 (a three-tiered program)

Members may purchase prescription drugs with a mail order option

Note: Medical benefit changes are effective upon the completion of programming of pre-tax benefit changes. Individual Staff Association members will be given the opportunity to opt-out of pre-tax benefit deductions before implementation.

TA'd 8/09/13

Adjustment #24

ARTICLE 40. DENTAL INSURANCE

A. The Employer shall provide dental care coverage to all Employees enrolled in a the University-offered medical plan. **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.** Employees should enroll themselves and their dependents at the time of hire. Staff Association will have same dental coverage as AAUP-AFT.

TA'd 8/09/13

New Supplemental Letter of Agreement #34

WAYNE STATE UNIVERSITY

August 1, 2013

**Sammy Wright, President
WSU Staff Association
UAW Local 2071
2441 W. Grand Blvd., Suite 206
Detroit, MI 48208**

RE: Time Clocks

Timekeeping is the ultimate responsibility of the Employer, utilizing methods determined by the Employer.

If, during the life of this Agreement, the University intends to implement a University-wide time keeping or time clock system (involving bargaining unit employees), the University shall discuss any terms and conditions for use of the system with the Union.

Sincerely,

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

This conforms to our agreement.

**Sammy Wright, President
UAW Staff Association Local 2071**

TA'd 8/09/13

Adjustment #26

New Supplemental Letter of Agreement #35

WAYNE STATE UNIVERSITY

August 1, 2013

**Mr. Sammy Wright, President
Staff Association Union
UAW, Local 2071
2441 W. Grand Boulevard, Ste. 206
Detroit, MI 48208**

RE: Modified Article 19.D.5 General Clerical Skills Test (GCST)

Dear Mr. Wright:

The parties hereby agree, in principle that we both desire to maintain a highly skilled workforce. The University is updating the current General Clerical Skills Test to more clearly reflect the skills needed to be productive in the Wayne State University workplace, possibly including Microsoft Office skills.

Once in a workable format, the Union shall be consulted and privy to open discussions on the modified GCST before implementation.

Sincerely,

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

This conforms to our agreement.

Sammy Wright, President, Staff Association, UAW Local 2071

TA'd 6/20/13

Adjustment #27

Wages/Economics

Fact Finder's Recommendation – Rendered on June 15, 2015; ratified on 7/11/15

Re: Negotiations 2013 – Wage Adjustments for 2013-2018

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.

2013-2014 -- No adjustment; no retroactive compensation, by Michigan law.

2014-2015 - 1.0% ATB increase (ATB = Across the Board); effective the next business day after ratification by the bargaining unit; steps funded. No attendance adherence requirement for 2014-2015 contract year.

2015-2016*-- 1.5% ATB increase (ATB = Across the Board) to the base salary of bargaining unit members; steps funded. No attendance adherence requirement for 2015-2016 contract year.

2016-2017*-- 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 31, 2016.

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 31, 2017.

*It is agreed that the University reserves the unilateral right to cause compensation (wage and/or benefits) provisions to be reopened for bargaining by giving notice to that effect by October 1st of contract year three or four of this Agreement only if a severe financial decline has occurred within the 12 months preceding the notice, in which event these compensation provisions may be changed by agreement, to be effective no later than August 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%.

END OF ADJUSTMENTS