

WSU/MB&CTC – SKILLED TRADES

2012 Negotiations

COLLECTIVE BARGAINING AGREEMENT CHANGES 2012-2017

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

Negotiated changes are to occur in the companion Trades Working Team Leader contract as well, unless noted otherwise.

ADJUSTMENTS

Adjustment #1

- ◆ Five Year Agreement (2012-2017)

Adjustment #2

Loser pays for arbitration hearings.

Article IV.11 GRIEVANCE PROCEDURE New Section #11

- 11. Pre-hearing/filing expenses shall be borne equally by the Employer and the Union. However, hearing expenses (proceedings and arbitrator's services) shall be the sole responsibility of the unsuccessful party (loser pays).**

Adjustment #3

Article IV.12 GRIEVANCE PROCEDURE New Section #12

TAPING OF MEETINGS

“12. It is understood by all parties that grievance meetings [and other employer-employee meetings] are not to be taped or otherwise recorded, unless the prior written consent of both parties has been obtained.”

Adjustment #4

Life of discipline is frozen during an extended absence.

ARTICLE IV.13 GRIEVANCE PROCEDURE New Section #12

“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.”

Adjustment #5

**Change posting procedure to allow for online hiring changes...
■ Not in Team Leaders contract**

Article VII.C

C. As vacancies arise, the University will initially seek to fill such vacancies with referrals from the craft Union hall. The University will provide verbal or written notice to the Union hall when bargaining unit vacancies initially arise. Referred Union hall candidates will be given first consideration. However, referred Union hall candidates are required to complete a WSU online hiring system application. If no acceptable Union hall referred candidates are referred selected, the University may advertise to fill such positions at its discretion.

Adjustment #6

ARTICLE VIII CALL-IN ABSENCE REPORTING (New 2nd paragraph)

"Communication with the Employment Services Center does not satisfy the University's absence notification requirement. It is a basic WSU (and universal) expectation that employees, not Employment Services, will notify their immediate supervisor of any variances from their established work schedule. FMLA application/approval does not relieve an employee of that responsibility."

Adjustment #7 **OT pay for actual hours worked...** Compensatory Time exception

ARTICLE IX.B WORK DAY/WORK WEEK AND OVERTIME

(Reflected/repeated below *in context* in Adjustment #8, Article IX, Section B)

- B. An overtime premium of time-and-one-half (1½) will be paid for **actual hours worked** in excess of eight (8) hours per day **or 40 hours per week** during the regular work week. **With the exception of Article X.D compensatory time, unworked hours will not be treated or counted as worked hours when calculating overtime.**

Adjustment #8 **Pay rates for Saturday & Sunday Work.**

ARTICLE IX. WORK DAY/WORK WEEK AND OVERTIME

- A. The regular work week, for those who were hired prior to 6/30/88, shall consist of five (5) consecutive eight (8) hour days, Monday through Friday between 6:30 AM. and 8:30 AM, to be completed by 5:00 PM. for a total of forty (40) hours per week. The regular work week shall be followed by two (2) consecutive days off. **For all Employees:** ~~w~~Work on the sixth and seventh days scheduled shall be at the applicable premium (**see**

Sections C & D below). The scheduling provisions at numbers 1 and 2, below, shall govern Employees hired on or after 6/30/88.

1. The regular work week shall consist of five (5) eight hour, or four (4) ten hour (voluntary) consecutive working days on one continuous shift for a total of forty (40) hours in any one work week from Monday through Thursday or Friday, inclusive, followed by two (2) or three (3) consecutive days off.
 2. As of 1/1/2000, classifications on seven (7) day operations shall be scheduled on a regular work week consisting of five (5) or four (4) consecutive days (voluntary for 4-10's) of eight (8) or ten (10) consecutive hours each, followed by two (2) or three (3) consecutive days off.
 3. Each employee will be provided a ten (10) minute break in each half of the work shift in keeping with necessary work schedules. It is understood that this right is not to be abused by either party.
 4. Ten (10) minutes at the end of the shift shall be allotted to put away tools and wash-up where applicable.
- B. An overtime premium of time-and-one-half (1½) will be paid for **actual hours worked** in excess of eight (8) hours per day **or 40 hours per week** during the regular work week. **With the exception of Article X.D compensatory time, unworked hours will not be treated or counted as worked hours when calculating overtime.**
- C. **Saturday** - Except for those on seven (7) day operations, **if called in**, all work performed on Saturday shall be paid at the rate of time-and-one-half (1 1/2). **If pre-scheduled, all work performed on Saturday shall be paid in the following manner: (1) if 40 hours have been worked, time-and-one-half (1 1/2), (2) if 40 hours have not been worked, straight time until 40 hours of work have been surpassed.**

D. **Sunday - If called in, a**All work performed on Sundays (**the seventh day of the work week**) ~~or holidays~~, for those not on seven (7) day operations, shall be at double time (2x). **If pre-scheduled, a**All work performed on Sundays (**the seventh day of the work week**) ~~or holidays~~, for those not on seven (7) day operations, **and it is the seventh consecutive day worked**, shall be at double time (2x). **However, if pre-scheduled, a**All work performed on Sundays (**the seventh day of the work week**) ~~or holidays~~, for those not on seven (7) day operations, **and it is not the seventh consecutive day worked**, shall be at the rate of **time-and-one-half (1 1/2)**.

Holidays, if worked, shall be paid at double time (2x).

E. An overtime list will be maintained by the Stewards, and will be assigned to employees in the crew where overtime exists. The overtime list will not be used when overtime results from the need to work beyond the end of the shift in order to complete a project. In such cases, the Employee (s) assigned to the project may be retained on an overtime basis to complete that job. In that event, subsequent opportunities for overtime will be equalized by the steward on a semester basis. It is understood that an inadvertent failure to offer overtime shall be remedied by providing the aggrieved employee the next available overtime opportunity.

F. When it becomes necessary to schedule weekend, holiday or ongoing daily overtime, volunteers will first be sought in seniority order. Then, overtime will be scheduled by selecting the required number of employees in order of reverse seniority.

Adjustment #9

New Section "D"

ARTICLE X. HOLIDAYS

"D. In addition to straight pay for hours worked, an Employee who works any days between Christmas Day and New Year's Day will be given compensatory time off at a later date, equal to the hours worked. At the discretion of the University, an Employee may receive additional pay on a straight time basis, in lieu of compensatory

time. Said compensatory time shall be scheduled in advance, and used within nine (9) months of the time it was earned (by September 30th of the following year). Said compensatory time is to be taken in ½ day minimum increments. An Employee's individual compensatory time bank may accumulate to a maximum of forty (40) hours only. There is no cash-out of unused compensatory time upon separation from the University."

Adjustment #10

ARTICLE XVII. TUITION ASSISTANCE PROGRAM

Article XVII, New Section H

Spouse/Child Tuition Reduction

"H. The spouse of any fulltime bargaining unit member (and any dependent children less than twenty-six (26) years of age), who is admitted to the University through its normal procedures, shall be permitted to enroll in Wayne State University graduate and undergraduate courses at a cost of fifty percent 50% of the regular graduate or undergraduate tuition rate per credit hour, according to their student rank. The spouse and/or children shall be encouraged to apply for appropriate scholarships and/or fellowships, the funding of which will reduce the amount of University assistance. Incidental fees shall be charged to the spouse and/or children for such enrollment. The spouse and/or children must apply for tuition reduction by the end of the term for which the reduction is requested, by submitting a completed application to Benefits Administration. In order for a spouse or child to be eligible for a Reduced Tuition Benefit, the student must successfully complete the course(s) with a passing grade, as outlined above in Section G."

Adjustment #11

Legal Changes to Letter of Agreement #1

LETTER OF AGREEMENT #1

Updated October 1, 2012

Mr. Patrick Devlin
Michigan Building and
Construction Trades Council
1640 Porter Street
Detroit, MI 48216

RE: Medical Leave

Dear **Pat**:

During negotiation, the parties discussed the need for seniority employees to have reasonable assurance of continued employment following an extended period of illness, disability or injury.

The parties agree that seniority employees who are medically disabled from work shall be granted an unpaid leave of absence of up to nine (9) months [**after approximately 3 months of approved FMLA leave, if applicable**], during which seniority will be frozen, subject to the following conditions:

- a) The employee must submit medical documentation satisfactory the University to justify the leave and its proposed length.
- b) One week prior to returning, the employee must provide a note from the physician returning the employee to work, **with or without restrictions need for reasonable accommodation**.
 - Employees who fail to return to work upon expiration of a leave shall lose their seniority.
 - The University per Article VI, may designate a medical replacement, temporary employee for up to nine (9) months. That replacement employee shall not achieve seniority unless retained beyond nine (9) months, in which event seniority shall date back to the date of hire.

Very truly yours,

A.L. Rainey, Jr.
Director, Labor Relations
Wayne State University

Adjustment #12

Sharing of contract printing costs

New Letter of Agreement #6

LETTER OF AGREEMENT #6

October 1, 2012

Mr. Patrick Devlin
Michigan Building and
Construction Trades Council
1640 Porter Street
Detroit, MI 48216

RE: Printing & Distribution of Agreement

Dear Pat:

Copies of the Agreement will be printed and distributed with the cost equally distributed between the Union and the Employer. A copy shall be provided for each current member of the bargaining unit as soon as possible after ratification of this Agreement. At the time of hire, all new Employees shall be given a copy of the Agreement for their use, or the online web address to access the current contract. The Union shall receive twenty five (25) printed copies of the Agreement for its internal, local use. As this is a shared cost arrangement, the Union shall be provided with a list of the charges, and bills (where appropriate) to show actual costs incurred in preparing the printed copies of the new contract.”

Very truly yours,

A.L. Rainey, Jr.
Director, Labor Relations
Wayne State University

Wages/Economics

A Five Year Agreement*

Re: Negotiations 2012 – Across-the-Board Payment for 2012-2017 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.

2012-2013* -- 1% ATB increase to the base salary of bargaining unit members, effective 3/13/13.

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 1, 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 1, 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 1, 2015.

2016-2017 -- 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 1, 2016.

*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 31st of contract year one, two, three, or four 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) for resolution via mediation.

END OF DOCUMENT