

**AGREEMENT**

**between**

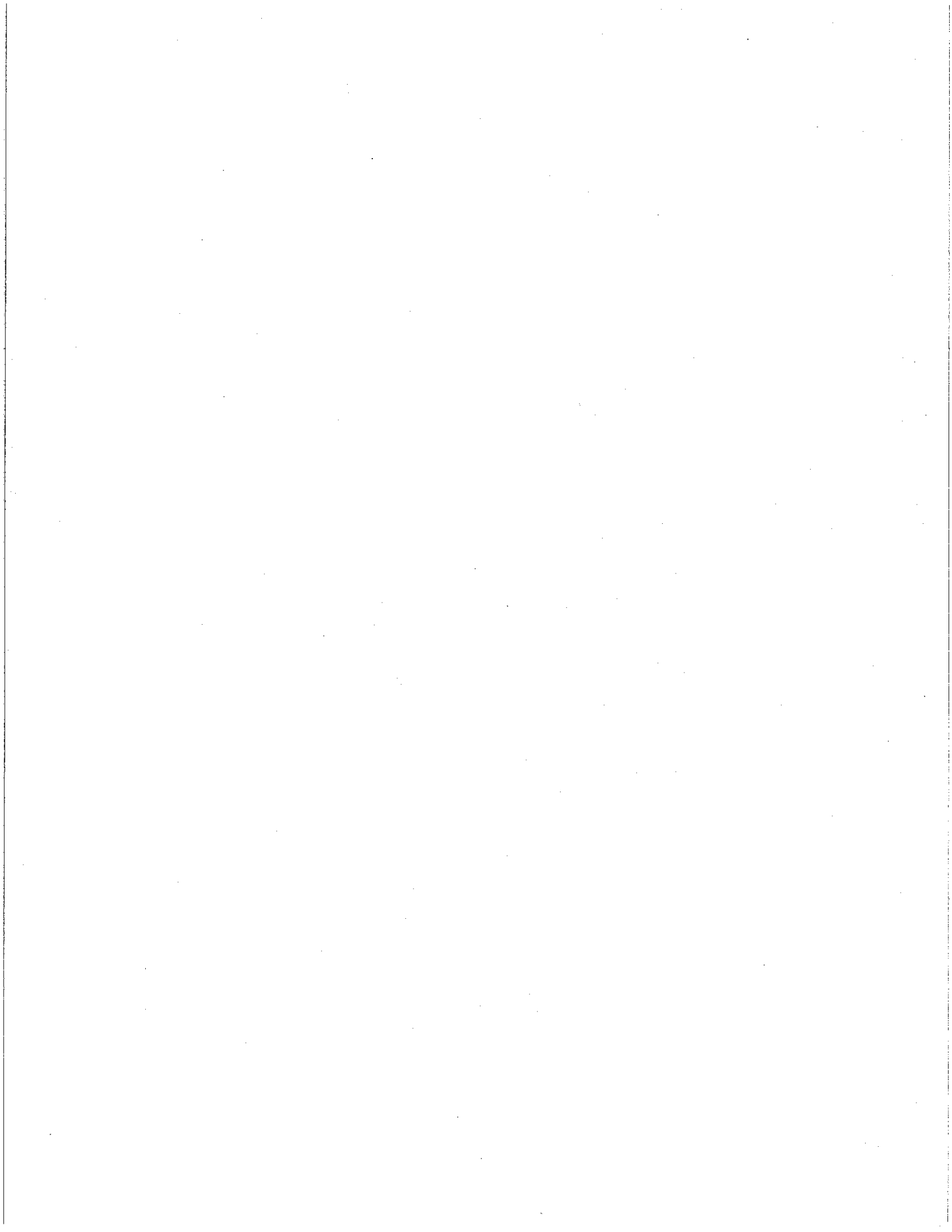
**WAYNE STATE UNIVERSITY**

**and**

**THE MICHIGAN BUILDING AND CONSTRUCTION  
TRADES COUNCIL**

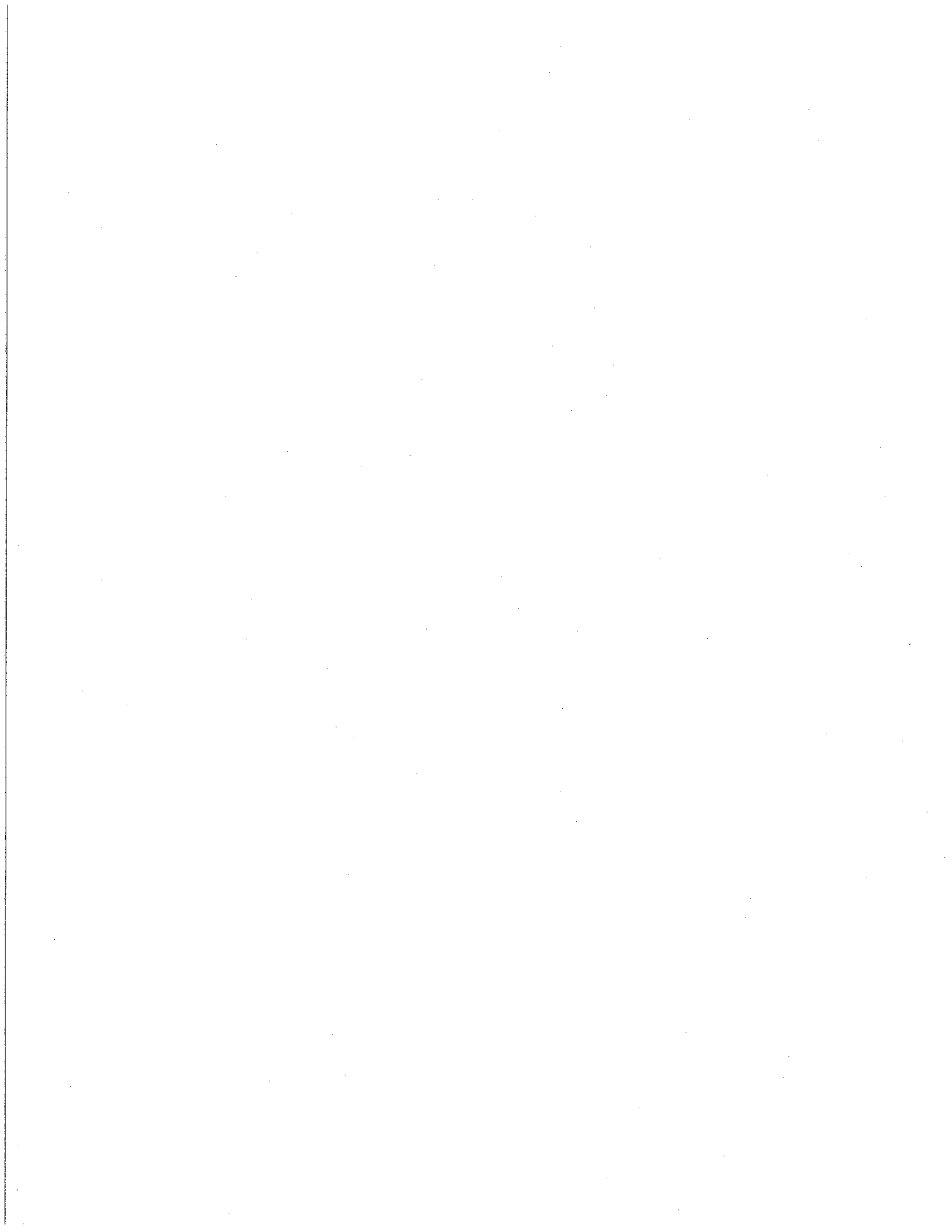
**Covering the Period**

**October 1, 2012 - September 30, 2017**



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## **AGREEMENT**

This Agreement effective October 1, 2012, by and between Wayne State University (hereinafter referred to as "Wayne State") and the Detroit Building Trades Council (hereinafter referred to as the "Council") on behalf of its affiliated Local Unions (hereinafter referred to as the "Union").

## ARTICLE I. RECOGNITION

A. Wayne State recognizes the Council as the sole and exclusive bargaining representative for all building tradespersons employed by Wayne State in the unit of Facilities Planning and Management in the classifications outlined below (all of whom are hereinafter referred to as "Employees"), but excluding all Supervisors and Administrative employees.

B. Bargaining Unit Classifications

Carpenter

Electrician

Laborer

Painter

Pipefitter

Plasterer

Plumber

Roofer

Sheet Metal

## ARTICLE II. AGENCY SHOP

- A. Employees employed in the bargaining unit or who become Employees in the bargaining unit, who are not already members of their craft Unions, shall within thirty (30) days of the effective date of this Agreement, or within thirty (30) days of the date of their hire by Wayne State, whichever is later, become members or in the alternative, shall within thirty (30) days of the effective date of this Agreement, or within thirty (30) days of their date of hire by Wayne State, whichever is later, as a condition of employment, pay to the particular craft Union each month a Service Fee in an amount equal to the regular monthly Union membership dues uniformly required of Employees of Wayne State who are members.
- B. An Employee who shall tender a Service Fee in an amount equal to the regular monthly Union membership dues uniformly required of Employees of Wayne State shall be deemed to meet the conditions of this Article so long as the Employee is not more than sixty (60) days in arrears of payment of such Service Fees.
- C. Wayne State shall be notified, in writing, by the Union of any Employee who is sixty (60) days in arrears in payment of Service Fee.
- D. If any provision of this Article is invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law or shall be renegotiated for the purpose of adequate replacement.
- E. The Council and the particular craft Union agree that in the event of litigation or administrative proceedings against the University, its agents or Employees, arising out of this provision, the Council and for the particular craft Union will co-defend and indemnify and hold harmless the University, its agents or Employees for any monetary award arising out of such litigation.

### ARTICLE III. STEWARDS

- A. There shall be a Steward selected by each craft Union on each crew who will be on the job or shop at all times when Employees of his/her craft are working during the regular shift.
- B. The Steward shall be permitted a reasonable time to perform the usual duties of a Steward but shall not receive any extra pay from the University because of the performance of such duties. The Steward shall, to the extent possible, perform his/her duties as Steward without interference with his/her own job functions or the job functions of other Employees. The Steward shall not leave his/her job to conduct his/her duties as Steward without first securing the permission of his/her Supervisor.
- C. The Steward shall act as safety man/woman for Employees of his/her craft.
- D. Any new Employee shall be referred to the Steward before starting to work to be added to the Steward's Report.
- E. Before any Employee is to be laid off or discharged, the Steward shall be notified one working day prior to such layoff or discharge. If, however, summary suspension or discharge is justified in unusual circumstances, Wayne State may exercise such right of suspension or discharge but shall be subject to the grievance procedure to determine if the suspension or discharge was justified.



#### **ARTICLE IV. LABOR RELATIONS COMMITTEE/GRIEVANCE PROCEDURE**

- A. The representatives of Wayne State and two representatives of the Council shall meet upon request of either party for the purpose of discussing Wayne State policies and problems in regard to this Agreement.
- B. Any grievance or dispute which may arise between the parties under and during the term of this Agreement which involves the application or interpretation of express provisions of this Agreement shall be settled in the following manner:

1. **STEP 1.**

Any employee having a grievance shall, within five (5) working days of the occurrence of said grievance first engage in informal discussions with his/her immediate supervisor in an attempt to resolve the matter.

2. **STEP 2.**

If the grievance is not resolved in the manner set forth above, the Council representative shall submit the Employee grievance to the Administrative Head of the Unit or his/her designee in writing within five (5) working days after the informal discussions referred to in Step 1 above. The Administrative Head or designee shall answer the grievance in writing within five (5) working days of receipt of the grievance, or of a meeting, if requested. All grievances must be presented on forms provided by the Employer and signed by the affected Employee in order to be valid grievances.

## **ARTICLE IV. LABOR RELATIONS COMMITTEE/GRIEVANCE PROCEDURE**

(continued)

3. **STEP 3.**

If the grievance is not resolved at Step 2, the Council representative shall submit the appeal in writing within five (5) working days of the Step 2 disposition to the Department of Labor Relations or its designee. Representatives of the University, not to exceed three (3) in number, will meet with representatives of the Council, not to exceed three (3) in number, and shall attempt to resolve the problem and reach an agreement. Additional persons may be present by mutual agreement.

4. In the event the parties are unable to settle their differences as provided in Step 3 hereof, either party may, within fifteen (15) days, request arbitration of such differences of the American Arbitration Association and expenses thereof shall be borne equally by both parties. However, each party shall be responsible for compensating its own representatives and witnesses. Arbitration shall be under the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding on the Council, on all the Bargaining unit Employees and on the Employer.

5. Should either the University or the Council indicate that a particular grievance or dispute is of such a nature as to require expeditious determination, said party may waive the Arbitration procedure as set forth above and request that the grievance or dispute be submitted to Expedited Arbitration. Under this process, the parties shall mutually agree to select an arbitrator on an ad-hoc basis within seven (7) working days from the date that the request for arbitration is made. Failure to mutually select

#### **ARTICLE IV. LABOR RELATIONS COMMITTEE/GRIEVANCE PROCEDURE**

(continued)

an Arbitrator within the above stated time period will require the parties to (within three (3) days thereafter) alternately strike arbitrators from a panel of five (5) to be immediately established by the parties upon the close of negotiations. This panel shall remain in effect throughout the life of this Agreement.

6. The jurisdictional authority of the arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any provision of the Agreement. The arbitrator shall have no power to add to, or subtract from, or modify, any of the terms of this Agreement. The award of the arbitrator shall be based exclusively on the evidence at the arbitration hearing.
7. The Employer shall not be required to pay back wages for more than thirty (30) calendar days prior to the date any grievance is filed. Claims for back wages shall be limited to the amount of wages that the Employee otherwise would have earned less any unemployment compensation, or additional or new wages for personal services that such Employee may have received from any source during the period in question.
8. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case, except in representative cases when there is mutual agreement.
9. Arbitrators shall be requested to issue their decision within thirty (30) calendar days after the conclusion of testimony, argument, and submission of briefs.

## **ARTICLE IV. LABOR RELATIONS COMMITTEE/GRIEVANCE PROCEDURE**

(continued)

10. A grievance filed by the Council on behalf of an entire craft or a larger group may, at the option of the party filing the grievance, begin at Step 2. A grievance over a suspension, disciplinary layoff, or a discharge, shall begin at Step 3, and said grievance must be filed in writing within three (3) working days of its occurrence and signed by the Employee.
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).
12. TAPING OF MEETINGS 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.
13. 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.

## **ARTICLE V. INFORMATION**

The Employer shall make available to the Council, upon a reasonable request and within a reasonable period of time, any and all available information, statistics and records relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement. It is understood that nothing in this Article shall be construed to require the Employer to compile information and/or statistics in the form requested if not already available in that form.

## ARTICLE VI. SENIORITY

- A. Seniority is defined as the length of an Employee's total University service as per craft with Wayne State.
- B. Newly hired Employees shall have no seniority for the first 180 calendar days of their employment. If such an employee continues beyond 180 calendar days, his/her seniority shall date back to his/her date of hire. In the event two or more Employees have the same seniority date, seniority shall be determined by the time card if it is available.

Employees hired to replace seniority employees who are absent due to long term illness or injury, will have no seniority for the first 9 months of employment. If such employee continues beyond 9 months, his/her seniority shall date back to his/her date of hire. Current employees who have attained seniority under the terms of the Agreement shall be grandfathered and retain their seniority.

TIE BREAKER - When two or more employees in the bargaining unit have the same bargaining unit seniority date, the seniority tie shall be broken by reference to the last four digits of the affected employees' social security number. The employee having the highest last four digit number will be granted the higher seniority.

- C. Employees who have acquired seniority and who are subject to layoff shall receive one (1) work day's notice of layoff.

## ARTICLE VI. SENIORITY

(continued)

- D. Employees hired on/after June 30, 1988 and who are laid off shall have recall rights to vacancies within their craft for a period equaling length of service up to eighteen (18) months. Employees hired on/after October 1, 1989 and who are laid off shall have recall rights to vacancies within their craft for a period equaling length of service up to nine (9) months. Any laid off employee shall receive five (5) work days notice of recall. Such notice will be sent by certified mail with a copy to the Union. Failure to report to work on the day required will be construed as a voluntary resignation.
- E. Wayne State shall have no obligation to re-employ an Employee if he/she is laid off before the 180 calendar days, and an employee so laid off shall begin his/her 180 day period anew if he/she is rehired by Wayne State after six (6) months have elapsed.
- F. PROBATIONARY PERIOD
1. Probationary Employee: new employees hired into the Bargaining unit covered by this agreement shall be considered probationary employees for the first 180 days of employment. Periods of absence shall not be credited toward completion of the probationary period.
  2. A probationary period of 180 calendar days may be extended by mutual agreement among employee, employer and union.
  3. Any layoff or termination of a probationary employee shall not be subject to grievance and arbitration.

## ARTICLE VII. WAGES AND FRINGE BENEFITS

- A. Salary improvements for all employees in classifications covered by this Agreement are in accordance with Appendix A. (See Appendix A for hourly rates and salary increases.)
- B. Effective October 1, 1987 the University will begin submitting Fringe Benefit payments at the appropriate rate for each trade. Thereafter, the University will submit Fringe Benefit payments (as defined by existing practice) on the date applicable to the particular classification for all employees represented by the bargaining unit. The University will not be liable for any penalties assessed for failure to pay the appropriate rate to any fringe benefit fund which may have accrued during the negotiation of this Agreement.
- 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 Union hall referred candidates are selected, the University may advertise to fill such positions at its discretion.
- D. The University will participate in all fringe programs per patterns of external contracts effective 10/01/02 for any increases thereafter negotiated. The University will undertake programming to provide the opportunity for contributions funded by employee payroll contributions during the 2003 calendar year as close to January as University programming resources permit. (One rate change per year will be permitted at one rate with limits subject to applicable external or union fund rules.)

## **ARTICLE VIII. VACATION**

Vacations are to be scheduled in advance with the Supervisor and are based upon operational needs.

### **CALL-IN ABSENCE REPORTING**

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.

## **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: 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.



**ARTICLE IX. WORK DAY/WORK WEEK AND OVERTIME**

(continued)

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.

## ARTICLE IX. WORK DAY/WORK WEEK AND OVERTIME

(continued)

- D. Sunday - If called in, all work performed on Sundays (the seventh day of the work week), for those not on seven (7) day operations, shall be at double time (2x). If pre-scheduled, all work performed on Sundays (the seventh day of the work week), 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, all work performed on Sundays (the seventh day of the work week), 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.

**ARTICLE IX. WORK DAY/WORK WEEK AND OVERTIME**

(continued)

- G. BIRTHDAY CLAUSE -- Each Employee will be given their birthday off as a paid day, provided they do not have any disciplinary action on their record (above a verbal warning).  
When: (1) a birthday falls on a Saturday, a Sunday, or a holiday, or (2) more than one Employee's birthday falls on the same day, management and the Employee(s) will mutually agree on an alternate date.

**ARTICLE X. HOLIDAYS**

- A. Employees who work any of the Holidays outlined below shall be entitled to an overtime premium under the provisions of Article IX, Work Day/Work Week and Overtime:

New Year's Day

Martin Luther King Jr. Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

The day before Christmas and the day before New Year's Day may be taken off but will not be paid at the premium rate if worked.

- B. Article 10 official holidays shall be the actual calendar holiday, and for the purposes of this contract only, shall be observed on that day.

## ARTICLE X. HOLIDAYS

(continued)

C. The University may, at its discretion, determine that work performed by members of the bargaining unit will not be performed on the day after the Thanksgiving holiday and/or during some or all of the period between the Christmas Holiday and New Year's Day Holiday. During these periods only, the University may layoff employees based on total University seniority. Employees subject to layoff during these periods will receive one (1) day's notice of recall to their positions. The University will provide each employee laid off during its holiday closure with a notice indicating layoff due to lack of work and with recall date specified.

D. CHRISTMAS/NEW YEAR'S CLOSURE – Compensatory Time

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.

### **ARTICLE XI. TOOLS**

All power tools are to be furnished by Wayne State for an Employee's use. If an Employee's power tools are used, it shall be considered a violation of this Agreement.

### **ARTICLE XII. JURY DUTY**

Wayne State agrees to pay the Employee the difference between his/her regular daily wage and fees received by him/her for loss of time incurred when such Employee is called for jury duty or subpoenaed as a witness by City, State, or Federal courts.

### **ARTICLE XIII. MANAGEMENT RIGHTS**

- A. Wayne State shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote Employees for just cause subject, however, to the Employee's right to bring a grievance if any provision of the Agreement is violated by the exercise of such management function. All rights, powers and interests which have not been granted to the Union by the provisions of this Agreement are expressly reserved to Wayne State.
- B. The Union agrees that there shall be no solicitation of Union membership at a time which will interfere with an Employee's work.
- C. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the Employees covered by this Agreement and realizes that in order to provide good working conditions and fair and equitable wages, Wayne State must operate efficiently. The Union therefore agrees that it will cooperate with Wayne State to assure a fair day's work on the part of its members.

#### **ARTICLE XIV. STRIKES**

The Union recognizes that strikes by Public Employees are prohibited by Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965, and agrees that it will comply with said Act as well as all other Federal, State, and local laws affecting this Agreement.

#### **ARTICLE XV. NON-DISCRIMINATION**

- A. The Employer and the Union both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this agreement the commitment not to discriminate against any person or persons because of gender, race, creed, color, religion, national origin, marital status, age, physical handicap, sexual orientation, or political beliefs.
- B. Employees who believe that they have been discriminated against for the above listed reasons may choose to pursue their claim through the University's internal discrimination complaint procedure administered by the Department of Equal Opportunity or through the grievance procedure of this agreement.
- C. The initial choice of one of these two internal procedures binds the employee and the Union as to the discrimination aspect of any claim and prohibits the processing of that same discrimination claim through any other internal procedure

## **ARTICLE XVI. SUBCONTRACTING**

The right of contracting or subcontracting is vested in the Employer. The Employer shall require that contractors or subcontractors comply with applicable statutes governing the payment of prevailing wage rates. At the Union's request, the Employer shall provide a certified payroll from contractors or subcontractors. The privilege to request payroll data shall not be abused by the Union. The Employer may exercise the right to contract or subcontract as long as it does not result in the layoff of any current employee who has attained seniority under this Agreement.

There shall be no monetary liability incurred by the University for the contractor or subcontractor's failure to pay the prevailing wage rate. If subcontracting by the University becomes necessary, no tradesperson working for the University will be required to work on a joint or combined crew with members of their same craft from a non-Union contractor.

## **ARTICLE XVII. TUITION ASSISTANCE PROGRAM**

- A. To encourage staff members to further their formal education, the University has established a Tuition Assistance Program. Tuition assistance will apply to tuition, registration, and omnibus fees only. Other incidental fees which may be charged are the responsibility of the Employee.
- B. Failure to meet and maintain the eligibility requirements for tuition assistance will result in benefit forfeiture. Failure to submit an application for tuition assistance and/or the reduced tuition benefit for spouses and children before the end of the term will forfeit eligibility under the program for that term.
- C. Admission to a degree program in the University, academic advising, registration, payment of fees, etc., shall be administrated by the respective College and service offices responsible for these functions.

## ARTICLE XVII. TUITION ASSISTANCE PROGRAM

(continued)

D. Tuition assistance shall be issued for courses elected in any school or College of Wayne State University. Tuition assistance for non-credit job-related courses offered by Wayne State University, shall be issued only if application is made and approval is received from the Department of Organization and Employee Development.

Tuition assistance will provide for two courses or six (6) credit hours, whichever is greater, per semester for two semesters, and one course or four (4) credit hours, whichever is greater, for one semester during the academic year.

### Eligibility:

1. All full-time regular Employees on the Wayne State University payroll, as of the last day of Open Registration.
2. College admission requirements are met.
3. Courses must be taken after normal working hours, unless the Dean/Division

Head verifies:

- a) The course is offered only during working hours.
- b) The Supervisor is able to arrange adequate coverage of the position.
- c) Time taken off is charged to vacation or additional hours are worked to make the time up (working during the lunch period will not satisfy this make-up arrangement).

E. Employees must not fail the class.



## ARTICLE XVII. TUITION ASSISTANCE PROGRAM

(continued)

- F. Employees must remain on regular payroll status during the term of Tuition Assistance. Any Employee who is terminated, leaves employment with the University during the term of Tuition Assistance, not including layoff or leave of absence, fails to successfully complete any courses(s) in which they enroll or who fails to withdraw in accordance with the policy of the Registrar's office, will thereby forfeit their Tuition Assistance and be required to reimburse the University promptly for the appropriate amount of tuition and any other applicable fees. Failure to remit the proper amount will render the Employee ineligible for continued participation in the Tuition Assistance Program. Additional information regarding the Tuition Assistance Program is available from the Department of Total Compensation & Wellness.
- G. A passing grade must be obtained. A passing grade, for an individual course, is a "D" or better for undergraduates and a "C" or better for graduates. A grade of "S" or "P" is also considered passing for classes graded Pass/Fail or Satisfactory/Unsatisfactory. Failure to receive a passing grade will forfeit tuition assistance for the subject semester, and payment in full will be due as required.

Grades of I & Y must be converted in accordance with Student Requirements.

## **ARTICLE XVII. TUITION ASSISTANCE PROGRAM**

(continued)

### **H. Spouse/Child Tuition Reduction**

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.

## **ARTICLE XVIII. SHIFTS**

- A. Seven-day operations shall be staffed by employees hired on or after 1/1/99. The seven-day operations and midnight shifts shall not be staffed prior to 1/1/2000. The premium for these shifts shall be two percent (2%).
- B. The afternoon shift shall be any shift that regularly starts on or after 11:00 AM to 3:00 PM. The midnight shift shall be any shift that regularly starts between 10:00 PM and 12:00 AM.

## ARTICLE XVIII. SHIFTS

(continued)

- C. Employees working the afternoon shift shall receive premium pay of twenty cents (\$0.20) per hour and a paid 30-minute lunch. Employees working the midnight shift shall receive premium pay of two (2) percent per hour and a paid 30-minute lunch.
- D. Employees working on seven (7) day operations shall receive premium pay of two (2) percent for all hours worked during the work week. Such premium shall be included in computing holiday, overtime and vacation pay, if applicable.
- E. Classification seniority shall be used in determining shift preference.
- F. From among employees who volunteer, the University may staff four ten-hour shifts on a semester basis. After implementation of seven-day operations, the voluntary four ten-hour shifts may include weekends.
- G. Start times may vary by individual, but once set by the department director, shall not vary, absent the need to schedule early overtime, more frequently than once per semester or term.

The afternoon shift for the first semester of 1999 is 2:00 PM to 10:00 PM.

### H. Non-standard shift

The afternoon staffing shall not exceed one (1) per trade through 12/31/99. However, the afternoon crew may exceed two per trade based on new hires after 6/30/98.

Staffing of afternoon shift shall be from those hired on or after 6/30/88, unless a more senior employee volunteers. The University may require that trades on a non-standard shift have at least six months of University service.

## **ARTICLE XVIII. SHIFTS**

(continued)

In order to maintain workforce stability, the parties agree that employees bidding on to or selected for a non-standard shift shall not be allowed to bid off or be displaced from that shift until they have been on that shift for a minimum of three (3) months. This three month duration shall not apply to those who are placed on a non-standard shift for purposes of absence replacement of employees on that shift whom management determines need to be replaced. Rotation of trades onto a nonstandard shift for up to three-month periods will be required should there be insufficient volunteers. Those on non-standard afternoon shift shall receive a paid lunch of 30 minutes.

## **ARTICLE XIX. CHANGE AND TERMINATION**

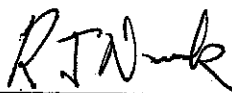
This Agreement shall remain in full force and effect until September 30, 2017 and thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least ninety (90) days prior to any anniversary date of this Agreement of its desire to change in any way or terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other party.

**ARTICLE XX. SAVING CLAUSE**

If any provision of this Agreement shall be found to be contrary to Federal or State law, that portion only shall be deemed invalid and such a determination shall not affect any other portion of this Agreement.

**Accepted for the Board of Governors  
Wayne State University**

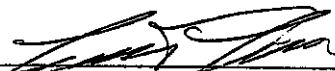
**Accepted for the Michigan Building and  
Construction Trades Council**



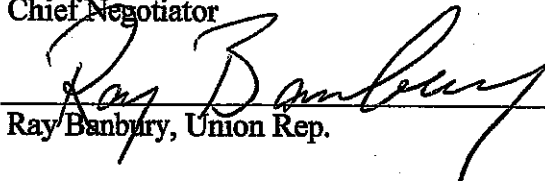
Rick Nork, VP for Finance & Business  
Operations & Treasurer



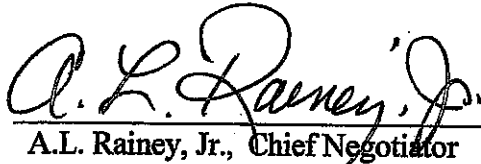
Patrick Devlin, Financial Sec./Treasurer  
Chief Negotiator



Louis Lessem, VP General Counsel



Ray Banbury, Union Rep.



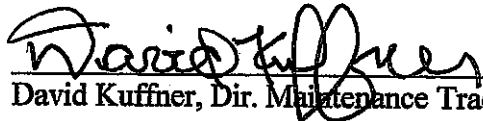
A.L. Rainey, Jr., Chief Negotiator  
Director of Labor Relations



Shawn Junior, Labor Relations Specialist



Mike Colburn, Sr. Director, FP&M FO



David Kuffner, Dir. Maintenance Trades



Mario Sanchez, Associate Director, Trades

Date: MARCH 27, 2013

## APPENDIX A

### WAGE SCHEDULE

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.**

**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 31<sup>st</sup> 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 1<sup>st</sup> of the following calendar year. Should the subject reopening result in non-agreement on compensation provisions, the wage matter shall be referred to the Michigan Employment Relations Commission (MERC) for resolution via mediation.

Following are the hourly rate changes, which represent employees who have adhered to the WSU Attendance Standards for Tardiness and Absenteeism:

<b>Trade</b>	<b>Current</b>	<b>Effective 10/01/12 1.0% ATB</b>	<b>Effective 10/01/13 1.5% ATB</b>	<b>Effective 10/01/14 1.5% ATB</b>	<b>Effective 10/01/15 2.0% ATB</b>	<b>Effective 10/01/16 2.0% ATB</b>
Carpenter	\$30.98	\$31.29	\$31.76	\$32.24	\$32.88	\$33.54
Electrician	\$30.95	\$31.26	\$31.73	\$32.21	\$32.85	\$33.51
Laborer	\$20.42	\$20.62	\$20.93	\$21.24	\$21.66	\$22.09
Painter	\$25.80	\$26.06	\$26.45	\$26.85	\$27.39	\$27.94
Pipefitter	\$27.93	\$28.21	\$28.63	\$29.06	\$29.64	\$30.23
Plasterer	\$28.87	\$29.16	\$29.60	\$30.04	\$30.64	\$31.25
Plumber	\$27.93	\$28.21	\$28.63	\$29.06	\$29.64	\$30.23
Roofer	\$27.13	\$27.40	\$27.81	\$28.23	\$28.79	\$29.37
Sheet Metal	\$28.05	\$28.33	\$28.75	\$29.18	\$29.76	\$30.36

**LETTER OF AGREEMENT #1**

**Updated October 1, 2012,  
from October 6, 1989**

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 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



**LETTER OF AGREEMENT #2**

October 6, 1989

Mr. Norm Wood  
Greater Detroit Building and  
Construction Trades Council  
1640 Porter Street  
Detroit, MI 48216

**Re: Overpayments**

Dear Norm:

In the event that an Employee is overpaid by the University, such Employee is required to repay the University promptly the amount of the overpayment.

Effective October 1, 1989, it is understood that, where no dispute exists as to the overpayment or as to the amount owing, the University may recoup the overpayment through payroll deductions. Nothing contained in this letter shall preclude the parties from making alternate arrangements to repay the amount owing.

Very truly yours,

Brenda R. Malone  
Asst. Vice President  
Labor Relations

**LETTER OF AGREEMENT #3**

December 7, 1992

Mr. Michael Diamond  
Greater Detroit Building  
and Construction Trades Council  
1640 Porter Street  
Detroit, MI 48216

**Re: Smoke-Free Campus**

Dear Mr. Diamond:

It is agreed that the University may establish a committee comprised of representatives of the University and of each bargaining unit for the purpose of studying the needs for, the feasibility of, and the cost projections for a smoke-free campus. The committee may also invite other individuals to participate in its deliberations.

This committee shall begin to meet \_\_\_\_\_ 1993, and shall present a report to the bargaining agents and to the University by May 1, 1993.

Sincerely yours,

Gail McCullers  
Contract Administrator  
Labor Relations

This conforms to our agreement.

Mike Diamond, Business Representative

**LETTER OF AGREEMENT #4**

December 7, 1992

Mr. Michael Diamond  
Greater Detroit Building  
and Construction Trades Council  
1640 Porter Street  
Detroit, MI 48216

**Re: Pre-Qualification Employment Pool**

Dear Mr. Diamond:

During the course of the 1992-95 collective bargaining agreement the parties agree to meet and discuss the feasibility of developing a pool of pre-qualified applicants who would be available for temporary employment with the University.

Very truly yours,

Gail McCullers  
Contract Administrator  
Labor Relations

This conforms to our agreement.

---

Mike Diamond, Business Representative

**LETTER OF AGREEMENT #5**

October 10, 1996

Mr. Michael Diamond  
Greater Detroit Building  
and Construction Trades Council  
1640 Porter Street  
Detroit, MI 48216

**Re: Posting a Team Leader\* Vacancy**

Dear Mr. Diamond:

The University will post such Team Leader\* vacancies as it decides to fill for a period of at least seven working days at a suitable location in Facilities, Planning and Management. Interested candidates may submit their names for consideration within this period. The selection decision made shall be at the University's discretion.

Very truly yours,

Bruce J. Gluski  
Contract Administrator  
Labor Relations

This conforms to our agreement.

---

Mike Diamond, Business Representative

\*Former references to "Foreman" were changed to "Team Leader" per editing of the 2003-2006 Agreement.

**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

This conforms to our agreement.

---

Patrick Devlin, Financial Sec./Treasurer

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