

WSU/UNITEHERE! Local 24
Housekeepers
2013 Negotiations

TA's

PROPOSAL

WSU Proposal #1

Four Year Agreement 2013-2017

PROPOSAL

WSU Proposal #2

Article 1, Section C, New 2nd paragraph...

SURVEILLANCE

“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.”

PROPOSALS

WSU Proposal #3

Articles 2 & 3

ARTICLE (2) RECOGNITION AND UNION MEMBERSHIP

- A. Wayne State University “The Employer” agrees to recognize the Union as the sole and exclusive bargaining agent for full-time non-probationary employees of the University, who are employed at all Housing operations listed in Article 23 of this Agreement.
- B. Present employees or future employees shall not be discriminated against as a result of Union membership.
- C. Employees may obtain and maintain membership in the Union immediately following their probationary period, or the effective date of this Agreement, whichever is later. Membership in the Union is defined as the obligation to pay periodic dues and initiation fees, or upon a timely request of a non-member employee to the Union, to pay that portion thereof which represents the Union's costs of representing employees.

AND

ARTICLE (3) COLLECTION OF UNION DUES OR FEES

- A. Payment by Check-off: Members of the Bargaining Unit may tender their Union Dues or a Union Service Fee if any, established by the Union by signing an authorization check-off form.
- B. Check-off Form: During the life of this Agreement and in accordance with the terms of the authorization for Union Dues or Service Fee (if any) check-off form, the Employer agrees to deduct such Dues or Fees in the amount uniformly required of Bargaining Unit members of the Union from the pay of each member of the Bargaining Unit who executes the Union check-off form.
- C. 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 Employee received no pay from the Employer.
- D. It shall be the duty of the Employer at the time of hire to provide the Employee with the Check-off Form and inform the Employee of his/her ability to pay a Service Fee (if any).

- E. The Employer shall notify the Union within ten (10) days of any Employee hired, rehired, reinstated, or transferred into the Bargaining Unit, and will furnish the Union, no later than the tenth (10th) of the month a listing of all Union Dues or Union Service fees deducted for the previous month showing the name, file number, pay code, and amount deducted from all members of the Bargaining Unit, including additions and deletions since the last listing with explanation of changes.
- F. The Employer shall not be liable to the Union by reason of the requirements of this section for the remittance or payments of any sum other than that constituting actual deductions made from wages earned by Employees.
- G. The Union shall indemnify and hold The Employer harmless from any and all claims, demands, suits or any other action(s) arising from the terms of this Article.

PROPOSAL

WSU Proposal #5

Article 5.F Any Purpose Days

- F. Personal Leave Days - Employees who have completed nine (9) months of service may use up to two (2) days during the contract year for any personal reason. Personal Leave Days shall be scheduled in advance, whenever possible and shall require ~~notice~~ **a request** to the Supervisor or designee by at least noon of the day prior to taking the day for the employee to be eligible for pay. Personal leave days must be used by the end of the University Fiscal Year each year. **Such days will be charged to the employee's Illness Bank. Such days are not to be taken after a request for time off (for the same day) has been denied. Such days are to be taken in half or full-day increments, only.**

PROPOSAL

WSU Proposal #6

Article 8 Medical Insurance

A. 1.

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

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

E. Dental Insurance The Employer shall provide dental coverage as presently described in the University's dental care contract with Delta Dental of Michigan to eligible enrolled members of the bargaining unit. Eligible enrolled members of the bargaining unit ~~at no cost to the Employee who participate in this plan shall be required to make a contribution equal to five percent (5%) of the premium rate for the coverage selected, effective immediately upon ratification. Effective March of 2016, members of the bargaining unit who participate in this plan shall be required to make a contribution equal to twenty percent (20%) of the premium rate for the coverage selected. Effective March 1, 2003 the annual cap on benefits will be \$1,500.~~ Eligible enrolled members shall be defined as members who are enrolled in a University-offered medical plan. Effective March 1, 2003, the annual cap on non-orthodontia benefits will be improved to \$1,500.

CORRECTIONS/CLARIFICATIONS

WSU Correction #1

Previously agreed to in February of 2012...

ARTICLE 8 - MEDICAL INSURANCE & GROUP LIFE

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

B. All members of the bargaining unit on a fractional or full-time basis will be provided with \$25,000 of non-contributory life insurance. Bargaining-unit members may purchase additional amounts of supplemental life insurance at subsidized and graduated rates by election of one of the following options:

- Option No. 1: Non-contributory insurance plus supplemental insurance equal to one times annual salary to a maximum of \$500,000 of total coverage.
- Option No. 2: Non-contributory insurance plus supplemental insurance equal to two times annual salary to a maximum of \$500,000 of total coverage.
- Option No. 3: Non-contributory insurance plus supplemental insurance equal to three times annual salary to a maximum of \$500,000 of total coverage.
- Option No. 4: Non-contributory insurance plus supplemental insurance equal to four times annual salary to a maximum of \$500,000 of total coverage.**

The life insurance policy shall contain accidental death and dismemberment benefits.

An eligible dependent is the legal spouse, the employee's natural or adoptive child, and/or the natural or adoptive child of the employee's legal spouse. To add a dependent, the employee must notify Benefits Administration within 30 days of the date event; date of marriage, partnership, birth or adoption. If the dependent is not added within the 30-day period, the dependent cannot be added until the next open enrollment period.

PROPOSAL

WSU Proposal #7

Article 10.B, new sentence added... Pay for actual hours worked.

- B. An employee, regardless of when hired, working over forty (40) hours in any one (1) week period shall be paid the rate of time and one-half (1-1/2) for the overtime (see Section D). Any employee who works split shifts shall receive an additional one (1) hours pay on each day a split shift is worked. Split shifts shall be eight (8) or more non-contiguous hours worked within a twelve (12) hour period. **Paid sick leave, holidays, vacation, or any other paid leave will not be treated as days worked in computing daily or weekly overtime.**

PROPOSAL

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WSU Proposal #8

ARTICLE 10.E EMERGENCY CLOSURE

E. EMERGENCY CLOSURE

1. Weather Caused Closure

- a. H.E.R.E. Employees, who are required to work per section 1C, to be eligible for pay, are expected to report on weather caused emergency closure days regardless of public communications that the University is closed. Those who report and work shall receive an amount of compensatory time equal to the time which they worked. **Such compensatory time shall be used within ninety (90) calendar days from the date earned, in accordance with the operational needs of the department, or it shall be forfeited.** Late arrivals may be allowed to work an entire shift or longer at the department head's discretion. Those arriving less than two hours late may utilize vacation or any other available time other than illness to cover their lateness.
- b. For closures declared during the work shift, those Employees, who are required to stay, shall be compensated with compensation time equal to the time worked past the declared closure.
- c. Department heads shall establish a specific procedure (or number to call) so that Employees may confirm, or understand in advance, that they need not come in on an emergency closure day. Any Employee who comes in despite operation of this specific notice procedure, shall not be eligible for any additional compensation.

2. Other Emergency Closure

For emergency closures that are due to power loss or other reasons, the above paragraphs still apply, except, there shall be no additional compensatory time for work performed on the emergency closure day.

PROPOSAL

WSU Proposal #9

Article 12, new 2nd paragraph

C. PROBATION

In order for The Housing Department to determine the ability of newly hired employees, each represented employee shall be deemed to be on probation for a period of six (6) months after date of hire. During this time, The Housing Department may discharge or discipline the employee at the sole discretion of The Housing Department, without recourse.

The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedure.

Wayne State Counter to Union Non-Economic Proposal #1 Article 12 Seniority

The University will establish a “Job skills bank” reflecting the existing skills of the bargaining unit. The “Job skills bank” will be updated by bargaining unit members throughout the year. The Job skills bank updates shall be submitted to the designated management official. When temporary opportunities occur in a higher rated classification the most senior qualified employees will be offered the higher rated classification opportunity. When skill and ability are considered equal as determined by management, seniority breaks the tie.

PROPOSAL

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WSU Proposal #10

Article 15.A, new 2nd paragraph under “Step 1”

“Should an employee who is suspended or discharged consider the suspension or discharge to be improper, a grievance form signed by the employee must be appealed in writing through the UNITEHERE! Local 24 representative, or his/her designated representative, to Step 3 (the Labor Relations Department), or its’ designated representative) within eight (8) calendar days of the University’s action.”

WSU Counter to Union Non-Economic Proposal #4

Article (15) Grievance Procedure (Add to Step 4, paragraph 2)

In the event the parties do not reach a satisfactory settlement of the grievance, the University and Union by mutual agreement may as an alternative method of resolving disputes, proceed to external mediation through the Michigan Employment Relations Commission (MERC) prior to arbitration. The Mediator shall be chosen by mutual agreement. Recommendations submitted by the Mediator are non-binding. At the conclusion of mediation either party may file arbitration within ten (10) calendar days of the decision reached by the mediator.

Article (16) Arbitration

Arbitration

In the absence of mutual agreement for external mediation, such grievance may be submitted to arbitration at the request of either party within ten (10) calendar days following the written disposition at Step 4. Written notice to the American Arbitration Association with a copy to the party shall constitute request for arbitration.

PROPOSAL

WSU Proposal #12

Article 17, new section “E”

- E. “Any employee (with live disciplinary action on his/her record), who is absented from the workplace for more than 60 continuous days, shall have the life of the most recent disciplinary action(s) (per unique charge) frozen, until his/her return to work.”**

Wages/Economics

LAST, BEST, FINAL OFFER

Re: Negotiations 2013 – Wage Adjustments for 2013-2017 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.

2013-2014 -- Pay adjustment waived, due to: (1) existing retro-restrictive law, and 92) non-agreement during the run of the 2013-2014 contract year.

2014-2015 - 1.5% ATB increase to the base salary of bargaining unit members; steps funded; effective the day after ratification. No attendance requirement.

2015-2016*-- 1.0% ATB increase to the base salary of bargaining unit members. Plus an additional 0.5% to base salary, only for those bargaining unit members who are not in violation of the WSU Attendance Standards for tardiness and/or absenteeism (per APPM 3.0.11) as of September 30, 2015.

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 30, 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 three of this Agreement, in which event these compensation provisions may be changed by agreement, to be effective no later than October 1st of the following calendar year. Should the subject reopening result in non-agreement on compensation provisions, the wage matter shall be referred to the Michigan Employment Relations Commission (MERC) for resolution via mediation. Should mediation not achieve agreement, the subject shall be referred to expedited arbitration, with an agreed-upon range of outcome from 0% to 1.5%.



**2013 Contract Negotiations
Between
Wayne State University
And
Unite Here! Local 24**