

*Collective  
Agreement*

*Between*

# WAYNE STATE UNIVERSITY

WAYNE STATE UNIVERSITY

and

THE INTERNATIONAL UNION,  
UAW, and its TOP (Technical Office and Professional)  
UAW LOCAL 2071,  
WSU STAFF ASSOCIATION



August 1, 2013 – July 31, 2018

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## **PREFACE**

Whenever the word "**Agreement**" is used in this document, it shall be considered synonymous with the word "**Contract.**"

Whenever the word "**Employee**" is used in this document, it shall be deemed to include both male and female.

## **PURPOSE**

It is the general purpose of this Agreement to set forth terms and conditions of employment and to promote orderly and peaceful relations between the Employer and the Employees.

The parties recognize that the support of the community and the job security of the Employees depend upon the Employer's success in establishing a proper community service.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

**ARTICLE 1. RECOGNITION**

A. The Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all full-time and fractional-time Employees (working 50% of the time or more and Employees working more than six (6) months or more) included in the classifications described below except student assistants, part-time, confidential Employees and Supervisors.

B. Bargaining Unit Classifications:

- |                                       |                                 |
|---------------------------------------|---------------------------------|
| Accounting Assistant                  | Dance Media & Production Coord. |
| Accounting Assistant, Gift Processing | Data Entry Coordinator          |
| Accounting Assistant, SR.             | Data Entry Operator             |
| Accounting Clerk                      | Data Entry Operator, SR.        |
| Accounting Clerk, SR.                 | Data Resource Assistant         |
| Accounting Specialist                 | Data Specialist                 |
| Accounts Receivable Clerk             | Drafter                         |
| Admissions Clerk                      | Electronics Technician          |
| Alumni Travel Assistant               | Electronics Technician, LD.     |
| Art Studio Supervisor                 | Electronics Technician, SR.     |
| Audio-Visual Technician               | Environmental Safety Technician |
| Audio-Visual Technician, SR.          | Extension Program Supervisor    |
| Biomedical Technologist               | Family Support Aide             |
| Bone Densitometer Technician          | Graphic Artist                  |
| Bone Densitometer Technician, SR.     | Graphic Arts Coordinator        |
| Broadcast Associate                   | Graphic Designer                |
| Cashier                               | Hazardous Materials Technician  |
| Cashier, SR.                          | Health Physics Assistant        |
| Child Care Assistant                  | Health Physics Specialist       |
| Communications Controller             | Health Physics Technician       |
| Communications Controller, SR.        | Human Resources Administrator   |
| Computer Documentation Asst.          | Imaging Clerk I                 |
| Computer Operator                     | Imaging Clerk II                |
| Computer Operator, SR.                | Imaging Clerk, SR.              |
| Computer Operator, LD.                | Impact Sled Technician          |
| Construction Records Specialist       | Instrument Maker                |
| Courier                               | Instrument Designer             |
| Data Coordinator                      | Instrument Designer, LD.        |
| Data Entry Clerk I                    | Instrument Technician           |
| Data Entry Clerk II                   | Inventory Controller            |

**ARTICLE 1. RECOGNITION (continued)**

Laboratory Aide  
Laboratory Animal Supervisor  
Laboratory Supervisor  
Laboratory Technician  
Laboratory Technician, SR.  
Library Clerk  
Library Clerk, SR.  
Lighting and Sound Technician

Mail Services Supervisor  
Material Controller  
Material Controller, SR.  
Material/Mail Controller  
Medical Fee Billing Assistant  
Medical Office Assistant  
Morgue Assistant  
Mortuary Assistant

Network Control Operator

Office Clerk  
Office Services Clerk I  
Office Services Clerk II  
Office Services Clerk, LD.  
Office Services Clerk, SR.  
Ophthalmic Technician

Parking Command Center Controller  
Payment Expeditor  
Payroll Assistant  
Payroll Specialist  
Payroll Specialist, SR.  
Parking Supervisor  
Personnel Clerk I  
Personnel Clerk II  
Personnel Specialist  
Personnel Clerk, SR.  
Pest Controller  
Photographer  
Physical Science Technologist  
Post Office Window Clerk  
Production Controller

Program Specialist  
Program Records Clerk I  
Program Records Clerk II  
Program Records Clerk, SR.  
Pupillometry Technician

Receptionist  
Records/Registration Clerk I  
Records/Registration Clerk II  
Records/Registration Clerk III  
Registered Medical Assistant  
Research Technician  
Reservation Coordinator

Sculpture and 3D Studio Supervisor  
Secretary I  
Secretary II  
Secretary III  
Secretary IV  
Self Instruction Assistant  
Self Instruction Coordinator  
Shipping/Receiving Coordinator  
Storeskeeper  
Storeskeeper, SR.  
Student Records Clerk I  
Student Records Clerk II  
Student Records Clerk, LD.  
Student Records Clerk, SR.  
Supplies Clerk  
Switchboard Operator  
Switchboard Operator, Head

Tape Library Controller  
Technical Secretary II  
Technical Secretary IV  
Technical Support Assistant  
Theatre Costumer  
Transfer Credit Processor

Veterinary Technician  
Veterinary Technician Asst.  
Veterinary Technician, SR.  
Veterinary Technologist  
Vivarium Technician



**ARTICLE 1. RECOGNITION (continued)**

- C. Reserved for future use.
- 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
  - 5. The following personnel are excluded from the bargaining unit subject to a maximum of twenty-one (21):
    - a. Secretaries to the Secretary of the Board of Governors;
    - b. Secretaries to any Vice President of the University;
    - c. Secretaries to any Assistant Vice President of the University;
    - d. Secretaries to the Associate Vice President for Academic Affairs;
    - e. Personnel in the University Budget Office;
    - f. Secretarial/clerical personnel in the Department of Internal Audit;
    - g. Secretarial/clerical personnel in the Department of Risk Management.
    - h. Secretary to the Chief in the Department of Public Safety.

**ARTICLE 1. RECOGNITION (continued)**

E. New Classifications:

The Union shall be notified of any new clerical, secretarial, or technical classification created by the Employer. The Employer shall indicate whether the new classification shall be included in the bargaining unit as well as the salary range of the new classification. In the event the Union believes the new classification belongs in the bargaining unit, or the salary range is inappropriate, a special conference shall be called. If the parties cannot agree on inclusion, the Union may petition the Michigan Employment Relations Commission for clarification of the unit. If the parties cannot agree on the salary range for a new classification, the Union may enter the dispute at the Third Step of the grievance procedure.

F. Bargaining Unit Work Erosion:

The Employer shall not remove work performed under classifications covered by B. above from the bargaining unit without prior consultation and agreement by the Union.

G. In no way does F. above preclude the Employer from deciding that work performed by members of the bargaining unit will not be performed in the future. However, in the event the Employer decides to resume performance of that work, it shall be placed back in the bargaining unit and the appropriate classification.

H. Bargaining Unit Positions and Classifications:

The Employer shall not remove bargaining unit positions or bargaining unit classifications covered by B. above from the bargaining unit without prior consultation and agreement by the Union.

I. Supervisors and Other Non-Bargaining Unit Employees:

Supervisors or non-bargaining unit employees may do bargaining unit work on a temporary basis, in emergencies, or for the purpose of training. Such work on a temporary, emergency, or training purpose shall not be performed by a Supervisor or non-bargaining unit Employee if it is performed on a regular or scheduled basis, if it eliminates a position covered by this Agreement, or if it exceeds twenty (20) calendar days.

## **ARTICLE 2. UNION RIGHTS**

- A. Pursuant to the powers and authority of the Employer under the Constitution of the State of Michigan, the University hereby agrees that all Employees of the University who may be appropriately included in the bargaining unit represented by the Union, shall have the right to freely organize, join, and support the Union for the purpose of engaging in collective bargaining, negotiations, and other concerted activities for mutual aid and protection.
- B. The Employer undertakes and agrees that it will not directly, or indirectly, discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of such Employee's membership in the Union, such Employee's participation in any activities of the Union or collective professional negotiations with the University, or such Employee's institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- C. The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining involving the Employees in the classifications covered by this Agreement for the duration of this Agreement.
- D. Nothing contained herein shall be construed to prevent any individual Employee from presenting a grievance and having the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.
- E. The Union may initiate its own grievance for protection and maintenance of this contract.

## **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.
- B. However, if elected, such 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.
- 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."

**ARTICLE 3. UNION SECURITY (continued)**

- 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 collecting Union dues or service fees during periods of leaves of absence for which 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.

**ARTICLE 4. MANAGEMENT RIGHTS**

- A. The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend or discharge 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.

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.

**ARTICLE 4. MANAGEMENT RIGHTS (continued)**

- B. The Union agrees that there shall be no solicitation of Union membership during working hours on the Employer's time or at the Employer's expense.
- 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, the Employer must operate efficiently.
- D. Employees shall not be demoted without prior notice to, and the opportunity for, the Union President and the 1st Vice President to fully review the demotion with the Labor Relations Department. Or, if either of these officials is unavailable, then the second reviewing Union official shall be a Chief Steward.

Further grievance review shall remain available and may be filed directly at the Third Step.

- E. All rights, powers and interests which have not been granted to the Union by the provisions of this Agreement are reserved to the Employer.

**ARTICLE 5. 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 and the commitment not to discriminate against any person or persons because of sex, sexual preference, race, creed, color, religion, national origin, marital status, age, disability, 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.

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 6. RELEASE TIME AND REPRESENTATION**

- A. The Employer recognizes the responsibilities imposed on the Union and will normally grant permission and a reasonable amount of time to the authorized representatives of the Union to bargain, investigate grievances, and/or transact other pertinent business with representatives of the Employer. However, the First Vice President of the Union shall be given up to a maximum of fifteen (15) hours per week with pay for this same purpose and for the purpose of transacting the affairs of the Union. Time required by the First Vice President to participate in the bargaining of collective agreements shall not be counted toward these limitations. Time in addition to these limitations may be provided for upon mutual agreement. The privilege of authorized Union personnel leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of business and not be abused. Any alleged abuse by either party with respect to the amount of time or the number of authorized representatives of the Union involved will be proper subject for a Special Meeting of representatives of the Employer and Union.
  
- B. In addition to the time off provided in A. above, the Union President shall be given a total of seventeen (17) hours off per week with pay to transact the affairs of the Union. In order to maintain the financial records of the Union, the Secretary-Treasurer of the local Union shall receive one day per month with pay. A semester schedule of time off will be submitted two (2) weeks before the semester for approval to the Supervisor. If a change in the semester schedule is desired, the Union must provide two (2) weeks advance notice of such change for approval to the Supervisor unless otherwise agreed between the Union and the Division of Human Resources or its designee. Up to fourteen (14) additional members of the Union will be granted two (2) hours off per month with pay to attend the monthly Executive Board meetings. The Union will provide a current list of Employees eligible to attend the monthly Executive Board meetings.
  
- C. There shall be no additional payments of any kind to any Employee for time devoted to grievance handling or to bargaining after working hours.
  
- D. The University shall recognize and negotiate with a negotiating committee composed of the Local Union President, First Vice President (Chair of the Negotiating Committee), Second Vice President, four (4) Chief Stewards and the International Representative.
  
- E. The University shall recognize thirty-six (36) Employees who are members of the Union as Stewards. The Union shall designate the jurisdictional district of each Steward.
  
- F. Each of the Chief Stewards shall have jurisdiction over one of four zones designated by the Union.
  
- G. The University shall recognize the authorized representative of the International Union, which is part of this Agreement, for the purpose of participating in negotiations, attending meetings, and handling of other matters under this Agreement.

## **ARTICLE 6. RELEASE TIME AND REPRESENTATION (continued)**

- H. On any committee wherein the Union has an entitlement to participation which meets during regular working hours, the Union representative shall be provided release time for the meetings of such committees.

## **ARTICLE 7. GRIEVANCE PROCEDURE**

- A. **DEFINITION OF GRIEVANCE:** A grievance is defined as an alleged violation of the provisions and during the term of this Agreement.
- B. It is agreed by the parties that all Union representatives referred to in this Agreement, when circumstances warrant, shall be replaced by designated alternate Union representatives (lateral substitution).
- C. It is also agreed that all management representatives referred to in this Agreement may be substituted by designated alternates. The University will provide a list of primary University representatives.
- D. In the event the Union wishes to submit a grievance on its own initiative on behalf of its membership, it shall reduce the grievance to writing and submit it to the Director of the unit.
- E. **TIME-LIMIT EXTENSION:** Any period of time specified in the Grievance and Arbitration Procedure may be extended by mutual agreement.
- F. A grievance not processed to the next progressive step of the Grievance Procedure within the specified time limits, shall be considered settled pursuant to such last step answer, or withdrawn without prejudice (W.W.P.). Such action shall not prejudice the Union on any future similar grievances.
- G. Nothing in this Agreement shall limit the right of the Employer to temporarily fill any position pending the resolution of a grievance or to exercise any other right of management.
- H. **GROUP GRIEVANCES:** In the event that Employees have a group grievance, the Union representative shall submit the grievance on behalf of all named and similarly affected Employees. A group grievance shall be only one in which the fact questions and the provisions of the Agreement alleged to be violated, are the same as they relate to each and every Employee in the group. When the affected group is contained within one Department, College, or Division, the grievance shall be initiated at Step 2 of the Grievance Procedure. Any other group shall begin at Step 3.

## **ARTICLE 7. GRIEVANCE PROCEDURE (continued)**

- I. STEP ONE: An aggrieved Employee shall initially review the matter on an oral basis directly with the immediate supervisor, with the option of requesting representation by the Steward at the oral review. The aggrieved Employee should identify that the discussion constitutes the first step of the grievance procedure. The supervisor shall respond orally within three (3) mutual working days.

All grievances relating to dismissal and suspension actions must be appealed in writing and signed by the Employee at Step 3 of the Grievance Procedure within five (5) working days after written notice of the decision.

It is understood by all parties that Article 7 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.

- J. STEPTWO: If the aggrieved Employee and/or the Union does not receive a satisfactory oral answer or does not receive any answer within three (3) mutual working days following the oral presentation, the Steward may reduce the grievance to writing, have it signed by the Supervisor to indicate an oral discussion has taken place and present it to the designated University representative. (If the Supervisor indicates that no Step One meeting has been held, a meeting will be scheduled within the following five (5) working days.) Such grievance must be submitted in writing within twenty (20) calendar days of the occurrence of the condition(s) giving rise to the grievance, or within twenty (20) calendar days of the date it is reasonable to assume that the Employee(s) should reasonably have become aware of the conditions giving rise to the grievance, whichever is later.
1. The grievance shall be submitted on forms provided by the Employer, dated and signed by the aggrieved Employee(s) and shall set forth the facts, dates and provisions of the Agreement that are alleged to have been violated and the remedy desired. The University representative will schedule and meet within ten (10) calendar days of receipt of the written grievance with the Chief Steward and the aggrieved Employee(s).
  2. A disposition will be given in writing to the Union within ten (10) calendar days following the meeting. If the Union does not receive a satisfactory answer, or does not receive an answer within the ten (10) calendar day period following the meeting, the Union shall have ten (10) calendar days to submit the grievance to the next step of the Grievance Procedure.



**ARTICLE 7. GRIEVANCE PROCEDURE (continued)**

- K. STEP THREE: An appeal of a grievance from Step 2 to Step 3 shall be in writing to the Department of Labor Relations, which shall hold a meeting within ten (10) calendar days of receipt of the appeal. Representatives of the Employer, not to exceed three (3) in number, will meet with representatives of the Union, not to exceed three (3) (including the aggrieved Employee). Additional persons may be present by mutual agreement.

A disposition will be given in writing to the Union within ten (10) calendar days following the meeting. If the Union does not receive a satisfactory written answer, or does not receive an answer within the ten (10) calendar day period following the meeting, the Union may, within ten (10) calendar days, move the grievance to the fourth step.

- L. STEP FOUR: In the event the Union is dissatisfied with the answer given at Step Three, or the grievance is not answered at Step Three within the appropriate time, the Union may request a Step Four meeting for possible resolution of the grievance. The Step 4 meeting shall be held within 30 working days after the appeal to Step 4 has been received in Labor Relations, or as mutually agreed. The meeting may include: two (2) members of the Labor Relations Office and up to two (2) additional Employer representatives, the President of the Local Union, First Vice President and the UAW International representative or such additional representatives as may be mutually agreed upon. If there is no resolution within twenty (20) calendar days of the meeting, then the Union may as an alternative method of resolving disputes by mutual agreement, proceed to external mediation through the Michigan Employment Relations Commission, 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 for arbitration within 20 days of the decision reached by the mediator. In the absence of mutual agreement for external mediation, the Union may request arbitration within forty (40) calendar days of the Step Four meeting by filing a written notice with the American Arbitration Association with a copy of the request to the University.

- M. The American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both Employer and Union shall have the right to strike two names from the panel. The Employer and the Union shall on alternate grievances strike the first name. On the first grievance submitted to arbitration under this contract, the Union will strike the first name and the process will be reversed for subsequent grievances.

## **ARTICLE 7. GRIEVANCE PROCEDURE (continued)**

- N. Should either the University or the Union 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. Each party may exercise the option of Expedited Arbitration no more than twice per contract year except by mutual agreement.

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 the request for arbitration is made. Failure to mutually select 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.

- O. 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.
- P. The award of the arbitrator shall be based exclusively on the evidence at the arbitration hearing.
- Q. There shall be no appeal from an arbitrator's decision. It shall be final, exclusive and binding to the Union, on all the Bargaining Unit Employees, and on the Employer.
- R. 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. Exceptions to the above are as follows:
1. Shortages of pay resulting from clerical error, in which case the Employee may receive a total adjustment provided he/she filed a grievance within thirty (30) calendar days of becoming aware of the shortage;
  2. In the event of an alleged misclassification which is contested, an Employee, if the alleged misclassification is sustained, shall receive an award from the date in which an audit form is submitted by the Employee provided the Employee and/or Union files a grievance within thirty (30) calendar days of the denial of the requested reclassification.
- S. 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.

## **ARTICLE 7. GRIEVANCE PROCEDURE (continued)**

- T. The decision of the arbitrator in any one case shall not require a retroactive wage adjustment in any other case, except in representative cases when there is mutual agreement.
- U. Arbitrators shall be requested to issue their decision within thirty (30) calendar days after the conclusion of testimony, argument, and submission of briefs.
- V. 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.

## **ARTICLE 8. NO STRIKE OR LOCKOUT**

- 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.

## **ARTICLE 9. CONTINUED STUDY**

- A. The Employer and the Union will from time to time, during the life of this Agreement, at the request of either party and mutual convenience of both, meet for the purpose of appraising the problems, if any, which have arisen in the application, administration, and interpretation of this Agreement, and to propose such Amendments as are deemed necessary. Such Amendments may be given effect prior to the termination date of this Agreement, if mutually agreed by both parties.

## **ARTICLE 9. CONTINUED STUDY (continued)**

- 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 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.
- C. During the life of the 2005 to 2009 Agreement, Special Conferences relating to the University's nondiscrimination obligations under the contract and training needs may be requested by the Union with the Labor Relations Office together with the Office of Equal Opportunity. Special Conferences on this topic shall be limited to not more than twice per contract year and shall otherwise follow the requirements of paragraph B, above.

## **ARTICLE 10. USE OF UNIVERSITY FACILITIES AND SERVICES**

- A. Bulletin boards established by the Employer shall be made available to the Union and its members for the disseminating of information relating to Union business.
- B. The Union shall have use of University facilities for scheduling periodic meetings and special meetings on campus. Request for such space shall follow regular University procedures.
- C. The Union shall have use of University campus mail services (including regular and special and delivery services) and auxiliary services and materials such as address labels/label affixing, material folding, insertion, envelopes, etc.
- D. The Union shall have the right to contract for University duplicating, printing, audio-visual, photographic, computer, food services, and such other services as may be contracted for by other campus organizations.
- E. The Union shall maintain use of its 577-extension for which the Union agrees to pay monthly charges. The University agrees to list the Union office and extension in the Faculty and Staff Directory and shall furnish ten (10) copies of the Directory to the Union.

**ARTICLE 10. USE OF UNIVERSITY FACILITIES AND SERVICES (continued)**

- F. Any charges regularly assessed campus organizations for the use of any University services or facilities shall be levied against the Union when it uses such services or facilities.
- G. Upon the signing and ratification of this Agreement, the Union shall receive two (2) master parking gate cards (for the regularly assessed fee) which the Union agrees will be used for official Union business only. Additional gate cards may be provided by the Employer to the Union upon request.
- H. In the event a problem arises concerning the appropriate use of University services or facilities, either the Union or the Employer may call for an immediate conference which shall be held between representatives of the Employer and the Union in an effort to reconcile the matter.

**ARTICLE 11. INFORMATION AND DATA AND MISCELLANEOUS**

- A. The Employer shall make available to the Union, upon a reasonable request and within a reasonable length of time, such available statistical and financial information related to the bargaining unit for the implementation and administration of this Agreement, and to prepare for collective bargaining.

It is understood that nothing in this provision shall be construed to require the Employer to compile information and/or statistics in the form requested if not already available in that form, unless mutually agreed.

- B. **BOARD OF GOVERNORS REPORTS:** The Union shall receive all public Board of Governors documents, including Agendas (in advance of meetings), and minutes of all public meetings.
- C. The Union shall have a representative on all Employer committees relating to wages, fringe benefits, hours of working conditions of Employees covered by this Agreement, including committees without limitation in the following areas, if any: parking, security, food services, housing, and insurance. If a committee meeting has not been held for sixty (60) days, the Union may request that a meeting of said committee be called by the Division of Human Resources or its designee. It is understood that such committee cannot bind the University or the Union to any agreement arrived at by such committees.

## **ARTICLE 11. INFORMATION AND DATA AND MISCELLANEOUS (continued)**

- D. The Employer shall provide the Union with the following information, if available, one hundred twenty (120) days preceding the termination of this Agreement.
1. A list of all Employees in the Bargaining Unit indicating the date of hire, date of birth, classification title, pay grade, step assignment, current salary and participation in the retirement program in the dollar amount.
  2. A list of all Employees in the Bargaining Unit participating in the health insurance programs, life insurance programs, as well as all other fringe benefit programs. This list will indicate the coverage elected by the Employee for each program.
  3. The above lists will indicate the total cost and the arithmetic mean cost of each item.
- E. The Union shall receive basic payroll data provided by the computerized payroll system for members of the bargaining unit for their own analysis upon request.
- F. Requests for such information from the Employer shall be made through the Division of Human Resources.
- G. A detailed monthly report of transfers and promotions of Employees represented by the Union will be forwarded by the Personnel Department of the Human Resources Division to the secretary of the Union with sufficient data so that the Union can determine whether such transfers, promotion and/or adjustments are made in accordance with the terms of this contract.
- H. Copies of all Employee job position postings shall be mailed forthwith to the secretary of the Union.

## **ARTICLE 12. PROBATIONARY STATUS**

- A. **PROBATIONARY EMPLOYEE:** New Employees hired into the bargaining unit covered by this Agreement shall be considered probationary employees for the first six (6) calendar months of employment. Periods of absence shall not be credited toward completion of the probationary period.
- B. A probationary period in excess of six (6) calendar months may be extended by mutual agreement among Employee, Employer and Union.
- C. **SENIORITY:** There shall be no seniority among probationary Employees. Upon completion of the probationary period, such Employee will acquire seniority from date of hire into the bargaining unit and shall be considered a seniority Employee.

**ARTICLE 12. PROBATIONARY STATUS (continued)**

- D. Upon completion of the probationary period, Employees may be considered for promotions and transfers pursuant to Article 19.
- E. Any discipline, layoff, or termination of a probationary Employee shall not be subject to the grievance and arbitration procedure.
- F. The employer recognizes that the Union represents the Probationary Employee in regards to wages, hours and terms and conditions of employment.

**ARTICLE 13. 9/10 MONTH EMPLOYEES**

- A. The University shall commence the hiring of 9 and 10 month Employees in secretarial, clerical and technical positions. No existing Employees will be transferred to 9/10 month status, but Employees may be promoted to such positions.
- B. 9/10 month Employees will be represented by the Staff Association/UAW and will be eligible to participate in prorated fringe benefits as follows: vacation, illness, retirement, life insurance, and medical insurance.
- C. Special deductions for life insurance and medical insurance will be made so that Employees will be provided appropriate protection over the summer months.
- D. 9/10 month Employees will be placed on leave of absence for the months not employed and will be returned to employment at the ends of such leaves. Such leaves shall in no way cause a break in continuous service for the purposes of establishing fringe benefit eligibility.

**ARTICLE 14. FRACTIONAL-TIME EMPLOYEES**

- A. Fractional-time assignment shall mean any percentage of time worked between fifty (50) percent and one hundred (100) percent.
- B. Fractional-time Employees shall receive medical and health insurance, and life insurance, in the same manner as would apply to any Employee working full-time.
- C. Vacation, illness days, short-term disability benefits shall accrue to fractional-time Employees in proportion to the fraction of time worked.
- D. Fractional-time Employees are entitled to be paid for University observed holidays which fall on any of the Employee's scheduled work days on a fractional-time basis.

**ARTICLE 14. FRACTIONAL-TIME EMPLOYEES (continued)**

- E. Employees who enroll in TIAA/CREF while on full-time basis retain participation while on fractional-time.
- F. Should a full-time Employee go to fractional-time service and return to full-time without an interruption in employment, the Employee's University service shall be deemed unbroken.
- G. Fractional-time Employees shall be eligible for voluntary participation in the Retirement program. Retirement benefits shall accrue to Fractional-time Employees in proportion to the fraction of time worked.
- H. Eligibility for tuition benefits in accordance with Article 46. Tuition Assistance Program, B.2.

**ARTICLE 15. PART-TIME EMPLOYEES**

- A. A part-time Employee in a position represented by the bargaining unit will not work more than 1,125 hours per fiscal year. (Fiscal year shall be defined as October 1 - September 30.) Exceptions to the rule may be made by mutual agreement between the Employer and the Union.
- B. In the event that a bargaining unit position is filled by a part-time Employee in excess of the hours stated in 15 A., the bargaining unit position shall be filled by a member of the bargaining unit in accordance with the provisions of the Collective Bargaining Agreement. Promotional positions shall be filled in accordance with Article 19 while the part-time Employee shall be qualified to fill an entry level position.
- C. The University shall provide to the Union on a monthly basis a payroll report of all part-time Employees which shall include the name of the part-time Employee, date of hire, accumulated total number of hours for each part-time Employee for the fiscal year as defined above, beginning with October 1, 1980, and thereafter for each fiscal year.



## **ARTICLE 16. SENIORITY**

- A. **Bargaining Unit Seniority:** Bargaining Unit seniority shall be defined as the total length of service in all classifications represented by the Union. Such seniority will be recognized by according Employees job preference consideration for promotions and transfers in accordance with Article 19 of this Agreement, layoff and recall rights in accordance with Article 18 of this Agreement, and by affording Employees job preference for assignment to temporary promotional positions of more than thirty (30) days within the department.
- B. **Total University Seniority:** Total University seniority shall be defined as total continuous service in regular positions of the Employer. Such seniority will be used to determine fringe benefit eligibility.
1. A separation from service, except to serve with the Armed Forces of the United States, or because of an authorized leave, shall void all past seniority rights and benefits.
  2. Effective January 1, 1993, when an Employee is granted an authorized leave-of-absence, seniority rights will continue to accrue from the time the leave was granted until the Employee returns to regular employment.
- C. 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 employees having the highest last four digit number will be granted the higher seniority.
- D. Fractional-time shall be regarded as equal to full-time, except where specifically treated differently, i.e. promotions, transfers, and layoffs, effective January 1, 1995.

## **ARTICLE 17. LOSS OF SENIORITY**

- A. An Employee shall lose seniority and no longer be an Employee if:
1. The Employee resigns or quits;
  2. The Employee retires;
  3. The Employee is discharged or terminated;
  4. The Employee does not return from layoff in accordance with the recall provisions of this Agreement;
  5. The Employee's recall rights expire;

**ARTICLE 17. LOSS OF SENIORITY (continued)**

6. The Employee is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying their Supervisor (or the department's designee). Exceptions may be made by mutual agreement between the Employer and the Union.

**ARTICLE 18. 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) 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, 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 Employee shall be assigned to the vacancy that has been vacant for the longest period of time, in order 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.

**ARTICLE 18. REDUCTION OF WORK FORCE AND RECALL (continued)**

- 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 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.

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.

## **ARTICLE 18. REDUCTION OF WORK FORCE AND RECALL (continued)**

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 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 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 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. If the Employee refuses the assignment, he/she shall be considered voluntarily terminated.

**ARTICLE 18. REDUCTION OF WORK FORCE AND RECALL (continued)**

6. If such a vacancy does not exist within the Home Organization or division, the Employee shall be transferred to a vacancy in such Employee's classification in the University. 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. If the Employee refuses the assignment, he/she shall 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 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. 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 sixty (60) calendar day 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.

**ARTICLE 18. REDUCTION OF WORK FORCE AND RECALL (continued)**

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.

**ARTICLE 18. REDUCTION OF WORK FORCE AND RECALL (continued)**

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.

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).

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 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 sixty (60) calendar day job qualifying period.

**B. CONTINUANCE OF INSURANCE UPON LAYOFF:**

A laid off bargaining unit member shall be entitled to those insurance benefits guaranteed by Federal and State Law.

**ARTICLE 18. REDUCTION OF WORK FORCE AND RECALL (continued)**

C. RECALL:

1. Notice of recall shall be sent to the "laid off" Employees who shall be recalled as specified below before any new Employees are hired into the classification. The Union shall be provided a copy of such Notice.
2. Notice of recall shall be sent to the "laid off" Employee at such Employee's last address of record by registered or certified mail. It shall be the responsibility of the Employee to inform the Employer Employment Services Office of the Division of Human Resources of such Employee's current mailing address. If the Employee fails to respond within five (5) days from the date of delivery of the notice of recall, or in the event no delivery is possible ten (10) days after mailing, and/or if such Employee does not agree to report to work within ten (10) days from the date of response, such Employee shall be terminated. Extension of the five (5) day period of response and the ten (10) day report-to-work period may be granted by the Employer.
3. The Employer shall maintain a list of laid off Employees according to seniority. Laid off Employees shall have recall rights for a period equal to their length of service up to three (3) years. Effective January 1, 1993, Employees hired or bidding into positions which are 100% grant funded, shall have no recall rights. They may, for a period of one year after notice of layoff, apply their seniority to bid on vacancies.
4. Probationary Employees shall not be extended "recall" rights.
5. Upon return to work, a layoff shall be treated as a leave of absence for determining seniority, salary, fringe benefits, and other conditions of employment.
6. The Employer shall recall the Employee to a vacant position in the Employee's previous classification or in the next lower level of the classification sequence and then in sequentially lower grade levels. Such work shall be considered comparable to their previous positions and a refusal of such an employment offer shall terminate an Employee's seniority, recall, and employment rights with the Employer. The Employer may also recall Employees to other comparable bargaining unit positions and a refusal of such an employment offer shall terminate the Employee's seniority, recall, and employment rights with the Employer. An Employee refusing a position at a salary 20% lower than that held prior to layoff shall not thereby waive their seniority, recall and employment rights with the Employer.



**ARTICLE 18. REDUCTION OF WORK FORCE AND RECALL (continued)**

7. The recalled Employee may waive the salary range requirements for the position to which said Employee is recalled.
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.

**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.
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.

**E. TOP SENIORITY:**

1. Employees who hold primary positions with the Union shall be considered to have the highest bargaining unit seniority within their classification for purposes of layoff; however, not more than fourteen (14) Employees, as follows shall be eligible for top seniority. Eligible Employees are:

President (1)  
First Vice President (1)  
Second Vice President (1)  
Recording Secretary (1)  
Financial Secretary (1)  
Chief Steward (4)  
Trustees (3)  
Guide (1)  
Sergeant of Arms (1)

2. Employees who hold the position of Steward within the Union shall be considered to have the highest bargaining unit seniority within their classification within the Chief Steward's zone in which their Steward's district is located for purposes of layoff.

## **ARTICLE 18. REDUCTION OF WORK FORCE AND RECALL (continued)**

3. The Union shall provide the Employer with the current names and offices of those Employees covered by this provision and inform the Employer promptly of any changes.
- F. In the event it should become necessary to reduce or formally discontinue a University position to which a Union member is assigned and an affected Employee is on provisional status such provisional status will be considered completed, in keeping with the provisions of Article 20 D.

## **ARTICLE 19. PROMOTIONS AND TRANSFERS**

### A. Definitions:

1. **Promotion** -- A promotion shall be defined as a change to a higher salary level classification from a lower salary level classification which occurs through the standard posting process.

A reclassification shall be defined as a change from one classification to another as a result of the auditing process conducted by the Department of Classification and Compensation.

An Employee who is earning minimum, first step, second step or job rate prior to a promotion or reclass, and who is promoted or reclassified under this agreement shall receive a salary increase of not less than five percent (5%). In the event that such increase places the Employee between steps, s/he shall be compensated at the next higher step of the classification to which s/he was promoted or reclassified. In no event shall the Employee receive less than the minimum of the salary grade to which s/he was promoted or reclassified.

For promotions only, this provision shall allow departments with sufficient funding to provide a promotional increase to a step of more than 5%, but not beyond job rate.

Employees earning above job rate who are promoted or reclassified a single grade shall receive a five percent (5%) increase plus money to the next higher step if the increase places them between steps. Employees earning above job rate who are promoted or reclassified multiple grade levels shall receive a ten (10%) salary increase plus such additional compensation as may be necessary to place the employee at the job rate of the higher classification. In no event shall the Employee receive less than the job rate of the new classification to which s/he was promoted or reclassified.

In all cases, a salary provided at the higher rate is not to exceed the maximum of the higher classification.

## **ARTICLE 19. PROMOTIONS AND TRANSFERS (continued)**

The higher rate will be effective the first day of service in the higher classification from the date the position is reclassified or from the date of the grievance challenging the improper classification.

2. **Transfer** -- A transfer shall be defined as a change from one position to another position in the same classification, or a different classification in the same salary grade. An Employee, who is not over maximum, and who is transferred under this Agreement shall not receive a salary change as a direct result of the transfer. However, departments may voluntarily agree to pay a salary over maximum for an employee who is already over maximum and exercises transfer rights. Otherwise, transfers do not exceed the maximum of the salary grade.
  3. **Fully Grant Funded Positions** -- Effective January 1, 1993, those who bid into or are hired into 100% grant funded positions, are not eligible to displace other Employees in a reduction in force. These positions are bump-ineligible positions. Employees, who occupy a 100% grant funded position prior to January 1, 1993, have bumping rights from their current position only (grandfathered). Upon bidding to a new bump-ineligible position, those hired before January 1, 1993, would not have bumping rights. 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 in Article 18 of the contract.
  4. **50% Or More Soft-Money Funded Bump Ineligible Positions** -- Effective March 30, 1995, and subject to a University-wide cap of 25 positions, employees who take positions that are funded fifty (50%) or more on funds other than the general fund are bump ineligible. These positions will be specifically identified to the Union and will not be positions occupied by any current employee. They will be created upon there being a vacancy or as new positions.
- B. When it becomes necessary to re-adjust the work force within a college or division by the temporary internal reassignment of an Employee to a vacant position in another department, the highest bargaining unit seniority Employee of those who volunteer and meet the qualifications will be given first consideration to be reassigned. If there are no volunteers who meet the qualifications, the lowest senior Employee who meets the qualifications will be internally re-assigned. Exceptions may be made only if this procedure eliminates an Employee in a single Employee office or department. The Employee subsequently re-assigned pursuant to this procedure shall continue to earn department seniority in the department from which the Employee was re-assigned.

**ARTICLE 19. PROMOTIONS AND TRANSFERS (continued)**

- C. The Employer shall have the opportunity to hire from the outside at Grade 4 and below, as set forth in Section D, below.

Current Employees who wish to be considered for transfer or promotion to positions of Grade 4 or below, as set forth in Section D, below, shall submit a request in writing to the Employment Services Office. Seniority will be considered in determinations made under this provision.

Employees who wish to be transferred or promoted to the job that is posted shall fill out a form to be provided by the Employment Services Office of the Division of Human Resources and return it to the Employment Services Office.

- D. The University and Union agree that promotional opportunities for current Employees should be encouraged throughout the University. Promotion and transfers for all bargaining unit vacancies, above Salary Grade 4, shall be handled in the following manner:

1. The University shall publish and post all bargaining unit vacancies for at least seven (7) working days.
2. To inform Staff employees of posting information, there shall be at least one posting kiosk, computer or other web access device as determined by the University in each WSU building at which 2 or more staff employees are assigned. For buildings with more than 10 staff employees, there shall be two designated posting access devices. The University shall designate the location of such devices and provide access during normal business hours.

Where electronic or web-based postings are not available per the above standards, then paper notices shall be posted or otherwise made available in the college and/or division and such other locations as will help ensure adequate coverage for the bargaining unit.

3. A copy of the notice shall be sent to the Local Union President at the same time the distribution of notices is made.
4. The notice shall list the date of the posting, the date the posting expires, the department where the vacancy exists, the classification, the salary range, the basic function, responsibilities and specific qualifications of the job, whether the position is bump-ineligible (i.e., 100% grant funded or 50% or more funded from sources other than the general fund [soft money] as of 3/30/95), whether the job is full or part-time, whether the job is represented or non-represented and the control or budget number when available.

**ARTICLE 19. PROMOTIONS AND TRANSFERS (continued)**

5. Employees who wish to promote shall pass the general clerical skills test (GCST) effective for clerical positions posted on or after 8/01/02 (for specific GCST inception/historical information, See Article 19 of the 2001 Staff Association collective bargaining agreement). After taking the GCST, and Employee will be provided with a receipt indicating their test results. An employee who has passed the test need not pass it again. Employment Services will screen the applications in order to determine who meets the qualifications for the vacancy. This screening shall include passage of the general clerical skills test.
6. A seniority-ordered listing of qualified employees will be referred for interviews for the position.
7. The Employee with the most bargaining unit seniority from among all those who meet the specific qualifications for the posted position shall be transferred\* or promoted except as allowed below. The specific qualifications shall reflect the performance requirements of the position. [\*As used anywhere in this Article, employees seeking transfer need not take nor pass the test, but must be otherwise qualified.]
  - a) Employees who apply for promotion/transfer\* must meet requirements of the position and have acceptable performance history and attendance. From among all of those who meet the above criteria, superior attendance, qualification, and seniority will be weighed equally, or along with seniority as set forth in b) below.
  - b) The department may select from among all bargaining unit candidates who apply the employee with the best attendance and qualifications, or it may choose a more senior employee than the one(s) with better attendance, providing that employee has better attendance than others who are more senior.

**ARTICLE 19. PROMOTIONS AND TRANSFERS (continued)**

- c) In determining what constitutes superior attendance, the department will consider the employee's attendance record for the twelve (12) month period prior to the closing date of the bid. Employees with less occasions of absence are regarded as having superior attendance. Where the number of occasions are equal, then the person with the less total hours of absences is regarded as having superior attendance.

Alternatively, the department may choose not to focus on attendance and make its selection on the basis of seniority.

All bargaining unit applicants not selected shall be notified confidentially within fifteen (15) days after the position is filled. Employees who make a request in writing, shall, within fifteen (15) working days, be given a written explanation of why they were not selected.

- 8. Typing and Transcription tests for promotional level secretarial/clerical positions will be given once a month.
- 9. Employees may not retake the test more than once every three months. Paid time for taking the test shall be at the discretion of the department head of the employee applying.
- 10. It is recognized that any mandatory training is compensable time.
- 11. It is understood that a situation where an existing job is upgraded, or reclassified, the Employee holding that position shall remain in the revised position.
- 12. The Employer may fill a vacancy within a department, by promoting or reassigning an Employee within that department who meets the specific qualifications and has the highest bargaining unit seniority.
- 13. In order to be considered eligible for promotional and transfer referrals Employees must have completed their six (6) month probationary period.
- 14. Upon voluntary transfer an employee will not be considered for another voluntary transfer to any other position for a period of nine (9) months from the effective date of that action. Exceptions may be made by mutual agreement between the University, the Union and the Employee.

**ARTICLE 19. PROMOTIONS AND TRANSFERS (continued)**

- E. The Employer shall have the right to hire qualified new Employees from outside the bargaining unit in the event qualified Employees in the bargaining unit do not make application.
- F. Any dispute concerning this Article shall be entered into the Third Step of the grievance procedure, except that a dispute primarily concerning a position communication (vacancy posting) shall be presented to the Total Compensation & Wellness Department, and be in accordance with the Second Step of the grievance procedure.

**ARTICLE 20. PROVISIONAL STATUS**

- A. SENIORITY EMPLOYEES: Effective 08-01-13, 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 with seniority accumulating.
  - 1. An Employee placed on provisional status will have two (2) progress reports – the first will be done not later than the midway point of the forty five (45) calendar days, and the second prior to the end of the forty five (45) 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.
- B. The provisional status in excess of the established provisional periods may be extended by written mutual agreement among Employee, Employer and the Union.

Provisional status shall not alter an Employee's benefits and entitlements provided in the Agreement.

**ARTICLE 20. PROVISIONAL STATUS (continued)**

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. If the Employee refuses the assignment, he/she shall be considered voluntarily terminated.

In the event that placement cannot be made pursuant to C.3. above, the Employer will attempt to place the Employee pursuant to Article 18 (Layoff & Recall) and shall begin with Section A.7 of that Article.

No reduction in salary below that of such Employee's former classification shall occur before that Employee is placed into a position pursuant to Article 18 or before thirty (30) days have expired, whichever occurs first. The thirty (30) day period shall begin on the date the Employee receives notice of completion of the provisional status period. An Employee not placed under these provisions shall be laid-off pursuant to Article 18.

D. Grievance and arbitration procedures shall not be denied provisional Employees except that the Employer's decision to return a provisional Employee to such Employee's former position or former classification, as provided in C. 3. above, shall not be subject to grievance.

E. Seniority, illnesses, vacation bank accrual and utilization shall not be affected by such provisional status.



## **ARTICLE 21. PROMOTIONS AND TRANSFERS BETWEEN BARGAINING UNITS**

- A. An Employee who is transferred or promoted from one bargaining unit whose contract contains this provision to another bargaining unit whose contract also contains this provision, shall be placed on provisional status for six (6) months. During the six (6) months provisional period, the Employee if unable to perform the work shall be returned by the Employer to such Employee's previous position, if available, or to such Employee's previous classification, if a suitable vacancy exists. If the Employee's previous position is not available, and if there is no suitable vacancy in the previous classification, the Employee shall have the opportunity to exercise the layoff provision in the contract.
- B. Grievance and arbitration procedures are available to provisional Employees; however, a provisional Employee's removal from the new classification during the provisional period for inability to perform the work and immediate or pending return to the previous position or classification under Section 1 of this Article shall not be subject to grievance or arbitration. An Employee who is discharged for just cause during the provisional period may grieve the discharge.
- C. A transfer or promotion between bargaining units whose contracts contain this provision shall not interrupt University service.
- D. A provisional Employee who is returned or an employee who elects to return within six (6) months to such employees previous classification shall return with the same status as such Employee had when the transfer was initiated, except that such Employee shall be credited with one-half (1/2) the service (seniority) such Employee accumulated in the position to which such Employee was transferred or promoted.
- E. Employees transferred or promoted shall receive the benefits of the new position while they are in that position. If an Employee who has earned vacation is transferred or promoted to a classification which does not have vacation, the Employee shall either use the vacation prior to the transfer or promotion or shall be paid for any accrued vacation.

## **ARTICLE 22. OUTSIDE EMPLOYMENT**

- A. A moderate amount of outside employment is permissible, provided that it does not conflict with University duties and does not adversely affect the quality of University service.
- B. If the Employer determines that an Employee's outside employment is affecting the performance of the Employee's work at the University, such Employee will be so advised and expected to take steps to remedy the situation.

## **ARTICLE 23. EVALUATIONS**

- A. The job performance of Employees will be evaluated periodically on forms developed by the Employer, and may also be evaluated informally as necessary.
- B. The Employee will receive a copy of the Performance Evaluation Form upon which the evaluation is made and have an opportunity to respond on the evaluation.
- C. Performance reviews with overall ratings that are Less-than-Satisfactory ("LS") or below shall be subject to the grievance challenge, but only when the rating is not supported by a level of discipline of three, one-day suspensions, or a suspension of three or more days.

Performance reviews above Less-than-Satisfactory ("LS") are not grievable.

## **ARTICLE 24. PERSONNEL FILES**

- A. Each Employee shall have the right upon written request to examine the contents of their own personnel files as maintained by the Employment Services Office of the Division of Human Resources and as maintained by their Department or Division, the only exclusion being confidential pre-employment credentials of an evaluation nature. The Employee shall make an appointment with the Employment Services Office or the Department or Division Head to examine their personnel files. The Employee may be accompanied by a representative of the Union if the Employee desires. The Employee may designate, in writing that they desire a representative of the Union to examine their file in their absence, and the representative shall be allowed to examine the file.
- 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.

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.

- C. Each Employee shall have the right to place in his/her personnel file material which attests to his/her proficiency and experience.

**ARTICLE 24. PERSONNEL FILES (continued)**

- D. At the Employee's request, the Employer shall reproduce any material in his/her personnel file except confidential pre-employment credentials of an evaluative nature, provided that a reasonable duplication fee is paid by the Employee.

**ARTICLE 25. HEALTH AND SAFETY**

- A. The University recognizes the obligation to promote a safe and healthful working environment and recognizes its obligation to cooperate with the Union in maintaining and improving that work environment.
- B. The University shall recognize a Union Health and Safety Representative. Said representative shall transact business pertinent to short and long range improvements of Health and Safety conditions and policies to foster improvements and prevent hazards on the University campus. The local Union President shall designate the Health and Safety representative and notify the University in writing.
1. The University shall designate primary representative(s) responsible for Health and Safety in 1) the Physical Plant, 2) Biohazard, Toxic Chemicals and Carcinogenic substances, 3) Radioactive materials, and 4) Animal Care. The Union shall be notified in writing of the primary designate(s).
  2. The Union representative shall be granted release time to meet on University time with primary and other appropriate University representatives.
  3. Health and Safety representatives shall not have the power to negotiate on behalf of the University or the Union. Such rights are reserved to the Employer and the recognized collective bargaining agent under Michigan law.
  4. Meetings regarding Health and Safety shall be held upon request of the Union or the University.
  5. University Health and Safety representatives shall inform the Union and its Health and Safety representatives of specific problems being worked on and further shall provide updated information on those problems.

**ARTICLE 25. HEALTH AND SAFETY (continued)**

C. Accelerated Grievance Procedure:

1. Employees or the Union may directly raise a Health and Safety problem in writing on complaint forms provided by the Employer and available from the Union designate. Such written complaints shall be forwarded directly to the designated University Representative (per Section B. 1.).
2. In the event the problem cannot be resolved within ten (10) days, or the Employee or the Union are dissatisfied with progress on the problem, the Union may convert the problem into a grievance to be heard at the 2nd Step of the Grievance Procedure.
3. When a member of the bargaining unit makes use of this procedure, the University shall provide a copy of the Employee's complaint to the Union.
4. Copies of the finding by the University designate shall be forwarded to the Employee.

D. In the event of an inspection to be conducted by a governmental agency such as MIOSHA, the Union designates the Chief Steward as the appropriate representative to accompany the inspectors.

E. Imminent Danger:

1. In the event of immediate danger or imminent danger involving the long term effects from acute exposure to toxic and carcinogenic chemicals, biohazards, and radioactive materials, an Employee shall raise the concern with the immediate Supervisor, except for fires, who shall contact the appropriate University Health and Safety designee.
2. If the above procedure proves ineffectual in the handling of the problem, the President of the Local Union will be notified and an immediate meeting shall be held involving the President of the Local Union, the 2nd Vice President of the Local Union, and the Assistant Vice President for Human Resources. The International Representative may attend such meeting.

## **ARTICLE 26. HOURS OF WORK AND OVERTIME**

### **A. Work Day/Work Week:**

1. The work day shall be seven and one-half (7-1/2) hours; the work week shall be thirty-seven and one-half (37-1/2) hours, and shall be any five (5) consecutive day period within a seven (7) day period normally beginning on Monday.
2. A work schedule shall be established for each department, office, or position, with the specifications of such reasonably predictable variations as the operation of the Employer may require included in this schedule. Once established, necessary modifications may be made in consultation with the Employee.
3. At the discretion of the immediate supervisor, flexible work schedules requested by an Employee may be considered and approved provided that the conditions of A. 1., requiring a thirty-seven and one-half (37-1/2) hour work week, and A. 2. above are met. The immediate supervisor's approval for flexible schedules shall be reduced to writing and shall be immediately forwarded to the Department of Labor Relations and the Union.
4. At the written request of the Employee and with the approval of the immediate supervisor, a waiver of the five consecutive day period and the premium pay for working the sixth and seventh days, providing hours do not exceed 37.5, may be approved by the supervisor in order to accommodate a flexible work schedule.
5. The Employee's request and the immediate supervisor's approval for waiver of the five (5) consecutive days period and premium pay for sixth and seventh days shall be reduced to writing and shall be forwarded to the Labor Relations Department and the Union. It is understood for all flexible schedules that they are allowed at the discretion of Management and that their duration is also subject to managerial discretion.

### **B. Lunch and Relief Periods:**

1. Each regular full-time Employee shall have a one-hour lunch period. The lunch schedule will be in accordance with the operational needs of the administrative unit. The lunch period shall be without pay.
2. Each regular full-time Employee shall have a fifteen (15) minute relief period, prior to and following the lunch period. These relief periods shall be with pay and scheduled in accordance with the operational needs of the administrative unit.
3. The lunch period is not included in the thirty-seven and one-half (37-1/2) hour work week; the relief period is included.

**ARTICLE 26. HOURS OF WORK AND OVERTIME (continued)**

4. Lunch and relief periods cannot be accumulated, nor shall they be used for any other purpose, such as make-up time, to lengthen the lunch hour, or to shorten the work day.

C. Overtime:

1. The Employer and the Union recognize that on occasion it may be necessary for the Employer to request Employees to work overtime.
2. An Employee shall be given as much advance notice of overtime as possible.
3. An Employee requested to work on the sixth or seventh day of such Employee's regular work week shall be guaranteed a minimum of three and one-half (3-1/2) hours overtime compensation.
4. Paid leave 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.
5. The Employer shall make every effort to minimize overtime by adequate staffing, and it should only be necessary to request an Employee to work beyond such Employee's normal work schedule under unusual circumstances.
6. Overtime hours should be distributed as equally as possible among Employees in the same classification and department provided they have the ability to do the work for which the overtime is required.

D. Overtime Compensation:

1. The Employer will pay 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.

**ARTICLE 26. HOURS OF WORK AND OVERTIME (continued)**

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.

**E. Stand-By:**

1. In those situations when an Employee is officially directed by such Employee's Supervisor, with the authority of such Employee's Administrative Head, to remain at a specific location and at a known telephone number prepared to report to work upon notification, said Employee shall be considered on official Stand-by Status. Normally, Stand-by needs will be made known the working day prior to anticipated notification to report to work.
2. Compensation of such official Stand-by Status shall be paid up to a maximum of two (2) hours at the Employee's straight time rate of pay and shall not be counted as part of the standard work week.

**F. Shift Differential:**

1. An Employee of the University Libraries whose work schedule regularly requires that they report for work after 1:00 p.m. will be compensated at an annual rate of three hundred fifty dollars (\$350.00) per year above the Employee's current rate of pay. Effective the first pay after 1/1/93, this shift premium shall be prorata for fixed daily schedule(s) that are less than a full week.
2. Employees who volunteer to work after 1:00 p.m. for their convenience shall be exempt from this premium.
3. Three shifts are worked at the Department of Public Safety and at the Computer Center. Employees assigned to work the afternoon shift will be compensated at an annual rate of three hundred fifty dollars (\$350.00) above the Employee's current rate of Pay. Employees assigned to work the midnight shift will be compensated at an annual rate of four hundred fifty dollars (\$450.00) above the employee's current rate of pay. Effective the first pay after 1/1/93, this shift premium shall be prorata for fixed daily schedule(s) that are less than a full week.

**ARTICLE 26. HOURS OF WORK AND OVERTIME (continued)**

4. 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.

**ARTICLE 27. MEAL ALLOWANCE FOR OVERTIME WORKED**

- A. A cash meal allowance of \$4.00 shall be provided whenever an Employee works more than two (2) hours overtime beyond the normal work schedule in a given day excluding time taken for meals.
- B. In order to qualify for the cash meal allowance the overtime must be properly authorized.
- C. The Employee shall be granted not more than 30 minutes meal time, after such Employee's work day, to eat and then return to such Employee's job. Scheduling of the meal time may be made by mutual agreement between the supervisor and the Employee.
- D. A meal allowance shall not be provided when an Employee works continuously for two (2) hours or more following the normal work day without taking time off for a meal.

**ARTICLE 28. COMPENSATION FOR SERVICE IN A HIGHER CLASSIFICATION**

- A. In the event a bargaining unit Employee is required to perform a significant portion of the core duties of a higher classification on an interim basis for more than twenty (20) working days such Employee shall receive the base rate of the higher classification, or five percent (5%) above such Employee's current rate, whichever is greater, provided the higher rate does not exceed the maximum of the assumed classification. The higher rate of pay will be retroactive to the first day of service in the higher classification.
- B. Upon the Employee's return to the position such Employee held prior to the interim assignment, the former salary plus any scheduled increases which would have been normally granted during the time spent in the higher classification will be resumed.
- C. The University, acting through the division of Human Resources and the Labor Relations office, may permanently modify upward the salary range for a job classification upon 15 days' notice to the union. This shall not change any other terms of the agreement.



## **ARTICLE 29. RE-EMPLOYMENT**

- A. All former members of the bargaining unit who return to bargaining unit positions within three (3) years shall receive the following benefits:
  - 1. Vacation accrual rate shall be determined according to prior employment.
  - 2. Credit shall be given for prior service toward eligibility for the University Retirement Plan and Disability Income Program.
  - 3. Former illness bank remaining at the time of termination shall be reinstated.
- B. Former Employees shall be on a six (6) month probationary period and considered the same as new Employees except as provided in this Article.

## **ARTICLE 30. LEAVES OF ABSENCE**

Effective January 1, 1993, when an Employee is granted an authorized leave-of-absence, seniority rights will continue to accrue until the Employee returns to regular employment.

- A. Military:
  - 1. Short Term
    - a) If the period of absence does not exceed 17 calendar days, the Employee shall have the option of charging such absence to the vacation bank, if available, or requesting the Employer to pay the difference between the military pay and the regular starting salary during the period served.
    - b) Before leaving the Employee's assignment, the Employee must notify the Supervisor of the dates of military duty, and submit a request to be absent from employment for that period. Should the Employee elect to request University pay for the difference between the military pay and the regular University salary, the Employee must present such Employee's military orders to the Payroll Office before leaving for duty. Upon return from duty the Employee shall present the military pay voucher to the Payroll Office.

## **ARTICLE 30. LEAVES OF ABSENCE (continued)**

### 2. Extended Service

- a) Upon application, a military leave of absence (without pay) will be granted to Employees who are employed in other than temporary positions. This applies to Employees who are inducted through Selective Service or voluntary enlistment, or if the Employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States. A position "other than temporary" is one that at the time of hire was expected to be continuous for an indefinite term and was not limited to a specific, brief, and non-recurrent period.
- b) Reinstatement and rights after reinstatement are governed by applicable federal laws.

### B. Illness Leave:

1. If, after exhausting the absence-with-pay and vacation bank, an Employee is unable for health reasons to return to work, the Employee shall have the right to leave without pay for the period of disability, but not to exceed one (1) year, provided:
  - a) The Employee has been regular full-time on active pay status for one (1) year or more, but less than five (5) years (at five (5) years, Disability Income Program is available).
  - b) The Employee submits a Physician's Statement to the University Employment Services Office certifying such Employee's condition and estimated length of time needed.
2. Within the year the Employee shall have the right to return to the Employee's position, or a similar one, provided the Employee is able to return in substantially the same state of health and competence as before leaving. In the event the Employee is unable to meet the necessary standards of health and competence, the Employee shall be considered for other jobs for which the Employee may be qualified.

**ARTICLE 30. LEAVES OF ABSENCE (continued)**

3. To return to work, the Employee:
  - a) Shall notify the Human Resources Client Services unit of the Division of Human Resources at least two weeks prior to the anticipated return date, so arrangements may be made for a return to work physical examination, if deemed necessary.
  - b) Shall have a "Physician's Report on Illness of Employee" filled out by the Employee's physician and present it to the University's Employment Services Office where it will be determined if a physical examination is necessary.
  - c) May be required to satisfactorily pass the physical examination at the Health Service.
4. Any payroll deduction in effect prior to the leave will be reinstated at the Employee's option.
5. The Employee will normally return at the same salary as in effect prior to the leave, plus any general increases granted to the classification.
6. Official leave time for illness is deductible from service years when figuring eligibility for Disability Income Program, and Retirement.

**C. Personal Leave:**

1. While the granting of a Personal Leave of Absence is permissive in nature, the University acknowledges that it will consider additional requests for Personal leaves, which would benefit both the Employee and the University. An Employee may be granted a Leave of Absence for Personal Reasons for not less than twenty (20) working days nor more than one (1) year, provided:
  - a) The Employee has been a regular full-time Employee on active pay status for one (1) year or more.
  - b) All accrued vacation has been used.
  - c) The Administrative Head of the unit indicates in writing to the Employment Services Office of the Division of Human Resources that the Employee's present position will be held vacant, or filled with temporary help, until the Employee returns.

**ARTICLE 30. LEAVES OF ABSENCE (continued)**

2. To return to work the Employee shall:
  - a) Notify the Employment Services Office at least one (1) week prior to anticipated return date so arrangements may be made for return to work physical examination.
  - b) If during the leave the Employee is ill for ten or more consecutive working days, or has surgery, or is hospitalized, a "Physician's Report on Illness of Employee" must be filled out by the Employee's Physician and presented by the Employee to the Health Service.
  - c) May be required to satisfactorily pass the physical examination at the Health Service.
3. Illness and Vacation Banks
  - a) Any illness days accumulated at the time the leave begins shall be credited when the Employee returns.
  - b) The Employee begins to immediately accumulate vacation at the same rate as at the time the leave began.
4. Any payroll deductions in effect prior to the leave will be reinstated at the Employee's option.
5. The Employee will normally return at the same salary as in effect prior to the leave, plus any general increases granted to the classification.
6. Official leave time for personal reasons is deductible from service years when figuring eligibility for Disability Income Program, and Retirement.

**ARTICLE 30. LEAVES OF ABSENCE (continued)**

D. Child Care Leave:

1. Within four (4) months following the birth of an Employee's child, or following the adoption of a child under age six (6), an Employee shall be granted a Child Care Leave of Absence without pay provided:
  - a) The Employee has been a regular full-time Employee on active pay status for one (1) year or more.
  - b) The Administrative Head of the appropriate unit receives at least a four (4) week advance written request.
  - c) All accrued vacation has been used.
  - d) The Child Care Leave, in combination with any other leave taken within the previous twelve (12) months, shall not exceed one (1) year.
2. To return to work:
  - a) The Employee shall confirm in writing to the Employment Services Office of the Division of Human Resources the Employee's intention of resuming employment at least sixty (60) days in advance of availability date or expiration of leave, whichever occurs first.
  - b) The Employee may be required to satisfactorily pass a return to work physical examination at the University Health Service.

## **ARTICLE 30. LEAVES OF ABSENCE (continued)**

### 3. Return Rights

- a) From the date of availability, the University will offer the Employee the opportunity to be placed in a vacant position for which such Employee is qualified. Failure to accept two (2) such offers of employment shall satisfy the Employer's return to work obligation. In the event the Employee is not placed in accordance with the above within ninety (90) days of the date of availability, such Employee shall be placed in accordance with the provisions of Article 18. C. RECALL. Employees placed under this provision shall have priority over those seeking placement under Article 19.

In the event of disqualification from a vacant position for which the Employee is considered, the University shall notify the Employee in writing of the reason(s) for the disqualification. The Union shall receive a copy of the notice. Disputes shall be filed within ten (10) days of the Employee's receipt of notice and handled at Step 3 of the grievance procedure. Employees placed under this provision shall have priority over those seeking placement under Article 19.

- b) The Employee shall be immediately eligible for sick day accumulation.
- c) The Employee begins to immediately accumulate vacation at the same rate prior to the leave.
- d) The Employee will return to work with:
  - 1) the same salary as in effect prior to leave increased by adjustments granted to the classification in the interim not exceeding the maximum of the classification;
  - 2) eligibility for all benefits will be continued at the Employee's option as they were prior to leave;
  - 3) such time is deductible from continuing service;
  - 4) the returned Employee placed in a lower classification shall be offered the opportunity to return to such Employee's former classification, with all provisions of d) above.

### 4. Insurance Continuance

- a) Group medical and life insurance coverage may be continued by the Employee during the leave by paying the full group rate.

## **ARTICLE 30. LEAVES OF ABSENCE (continued)**

### **E. Educational Leave**

In order to enhance the professional development of UAW Staff Association Employees, an educational leave of absence for up to one (1) year may be granted to Union members for the purpose of professional development benefiting the University, provided:

1. The Employee has been regularly employed for three (3) or more consecutive years.
2. The administrative head of the Employee's unit indicates in writing to the Human Resources Division that the Employee's present position will be held vacant, or filled with temporary help, until his/her return.
3. Group, medical and life insurance coverage is continued only upon written request by the Employee and with the Employee paying the full rate (without University subsidy).
4. To Return To Work:
  - a) The Employee shall notify the Human Resources Division of date of return at least one (1) month prior to anticipated return date and confirms same again at least one (1) week prior to said date so arrangements may be made for return-to-work physical examination, if deemed necessary by the University.
  - b) If the following conditions arise during the leave, a Physician's Report on Illness of Employee must be filled out by the Employee's physician and presented by the Employee to the Health Service at the time of examination:
    - 1) an illness of two (2) or more consecutive weeks
    - 2) surgery
    - 3) hospitalization
  - c) The Employee may be required to satisfactorily pass a physical examination at the Health Service.
5. The University Human Resources Division will notify the Employee's department regarding results of physical examination and direct the issuance of necessary forms to reinstate the Employee on the University payroll.
6. Any optional payroll deductions in effect prior to the leave will be reinstated, at the Employee's option.

### **ARTICLE 30. LEAVES OF ABSENCE (continued)**

7. The Employee will return with his/her same continuing service status. Upon return, the Employee shall receive all changes and adjustments to salary and benefits that he/she would have received had he/she not been on leave, if the duration of the leave and any leave immediately preceding the current leave did not exceed 183 days in total. If the leave(s) exceeds 183 days, the Employee will be entitled to receive any adjustments granted to their classification other than a step movement.
8. Official leave time for personal reasons is deductible from University service when computing eligibility for disability income program and retirement.

### **ARTICLE 31. PREGNANCY AND RELATED ILLNESS**

- A. In conformity with the Pregnancy Discrimination Act, and in accordance with University policy, Employees affected by illness or disabilities resulting from pregnancy, childbirth and related medical conditions, are treated the same as Employees affected by other illnesses or disabilities, as follows:
- B. A pregnant Employee is required to notify the University in accordance with Article 30. B. 1.
- C. An Employee illness or disability resulting from pregnancy, childbirth, and related medical conditions, shall be covered by the same benefits and procedures as other illness/disability under this Agreement, including coverage under Illness/Disability Bank, Vacation Illness Leave of Absence Without Pay and Long-Term Disability Programs, if eligible.
- D. An Employee, who does not wish to work prior or subsequent to delivery, but who is not ill or disabled, may request a Personal Leave of Absence under the same terms as such leaves are available to other Employees.

### **ARTICLE 32. LEAVE FOR UNION BUSINESS**

- A. An Employee who is (a) appointed, selected or elected to work for a local union, or (b) appointed or elected to a position on the Staff of the International Union, shall at the written request of the Union be granted a leave of absence without pay for a period of up to three (3) years. Any extension of such a leave for a like period may be granted at the discretion of the University upon receipt of a written request at least forty-five (45) days in advance of the leave termination date.
- B. While on said leave, the Employee shall request in writing and be allowed to remain in the Life Insurance, and Hospital Insurance Programs provided that the Employee pays the premiums.



**ARTICLE 32. LEAVE FOR UNION BUSINESS (continued)**

- C. To resume University service the Employee must provide written notification of such Employee's intent to return, at least forty-five (45) days in advance of the date such Employee intends to return. The Employee will return with full accumulated seniority.
- D. Upon return for any such leave of absence, the Employee shall be re-employed at work generally similar to that which such Employee did last prior to the leave of absence. Return salary will be determined by the classification to which the Employee is returned.
- E. The University and Union have agreed in a separate Memorandum of Agreement to a procedure which allows for the utilization of Union Business Time.
- F. An officer of Local 2071, who is selected by the Union to work full-time or part-time on a regular basis for at least one month on Local Union problems and concerns, shall be continued as a University Employee at the expense of the Union. The Employee shall be permitted to return to their classification with the University upon twenty days written notice from the Union. If more than one 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 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.

**ARTICLE 33. LEAVE OF ABSENCE TO ACCEPT ELECTIVE OR APPOINTIVE PUBLIC OFFICE**

- A. An Employee who is appointed or elected to a City, County, State or Federal public office shall, upon receipt of a written request, be granted a leave of absence without pay for the period of the initial term of elective office or the initial term of the appointment up to a maximum of four (4) years. Any extension of such a leave for a like period may be granted at the discretion of the University upon receiving a written request at least thirty (30) days in advance of the leave termination date. An Employee will be required to provide documentation verifying the period of the term or appointment.
- B. To resume University service the Employee must provide written notification of his/her intent to return, on or before his/her leave termination date, at least thirty (30) days in advance of the date of his/her intended return. The Employee will return with the same seniority status as in effect at the time of the granting of leave.
- C. Upon return from any such Leave of Absence, the Employee shall be reemployed at work generally similar to that which such Employee did last prior to the Leave of Absence. Return salary will be determined by the classification to which the Employee is returned and fringe benefits shall be those in effect at the time of the Employee's return.

### **ARTICLE 34. ILLNESS DAY PLAN**

- A. It is understood that the Illness Bank is intended to compensate Employees for illness. The Employer reserves the right and discretion to establish attendance standards, to institute discipline, and to require verification of absence when deemed appropriate.
- B. Regular full-time Employees shall receive illness days as follows:
  - 1. Illness days shall accrue at the rate of .85 for each pay period completed without loss of pay.
  - 2. Illness days shall accrue to 200 days.
  - 3. Utilization of illness days requires three (3) months of continuous service.
  - 4. Illness days may be utilized for purposes of rehabilitative treatment or therapy which is required as a direct result of an injury or illness. It is understood that written verification from the attending physician as to the need for such treatment or therapy as well as the schedule for same, must be provided in advance by the Employee.
- C. It is not the policy of the Employer to arbitrarily penalize Employees through the imposition of economic sanctions for occasional days off due to illness which do not abuse the purpose of the illness bank, but it is understood that chronic absenteeism beyond the Employee's control may not meet Employer standards. It is also not the policy of the Employer to interpret each day of an extended illness, e.g., five (5) days off with flu, as five (5) separate occurrences, but rather as one (1) occurrence consisting of five (5) illness days used.

## **ARTICLE 34. ILLNESS DAY PLAN (continued)**

D. Illness benefits are a type of insurance coverage; however, in addition to excused absence for personal illness, days may be used during the twelve (12) month contract year for the special needs listed below and charged to the illness bank.

1. Death of a member of the immediate<sup>1</sup> family (up to five (5) consecutive working days per contract year). However, if an Employee experiences more than one instance of death of a member of the immediate family and has used some or all of the above five (5) days, the Employee shall be able to draw from vacation or Any Purpose Days for a total of five (5) consecutive working days.
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. 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. 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) prior to taking the day for the employee to be eligible for pay.

An Employee requested to explain unscheduled usage may choose to keep personal information confidential without forfeiting any benefits.

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 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.

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<sup>1</sup>Immediate family shall be defined as: Husband, wife, father, mother, brother, sister, son, step-son, daughter, step-daughter, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. Aunts, uncles, nieces, nephews, cousins, shall be considered members of the immediate family only if living in the Employee's immediate household.

**ARTICLE 34. ILLNESS DAY PLAN (continued)**

2. For day shift Employees of the University Libraries, who have either public contact positions or who must open their building or area (as determined by supervision), the reporting of absence must be to the supervisor or designee, [if using an answering machine, it shall be a single line phone or reliable voicemail] and must be not later than thirty minutes before the scheduled start time. An Employee assigned to the afternoon shift at the University Libraries must report absence to such Employee's supervisor or designee at least one (1) hour before that Employee's shift is scheduled to start.
  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).
  4. Absence due to illness may require verification by medical authority including one designated by the Division of Human Resources, if so requested by the Administrative Head of the unit.
  5. Notification of a requirement of medical verification will be given to the Employee in written form, with a copy to the Local Union President. Such notification will state the reason(s) for requiring medical verification. If the Employee feels that such requirement is unreasonable, a grievance may be filed at the First Step of the grievance procedure.
- F. For Employees hired prior to September 18, 1986, after completion of five (5) years of continuous full-time service upon resignation from the University, the Employee shall be paid one-quarter (1/4) of the accumulated Illness Bank up to a maximum of pay for fifteen (15) days, providing that the Employee has given the Employer two (2) weeks notice of intent to separate. However, any Employee hired on/after September 18, 1986, shall not be entitled to the payout of the Illness Bank upon resignation.
- G. Upon death, if the deceased Employee had ten (10) or more years of service, the surviving spouse, children, or estate, shall be paid one-half (1/2) of the accumulated Illness Bank up to a maximum of pay for thirty (30) days.

**ARTICLE 35. JURY DUTY**

- A. The Employer shall provide to the Employee called for jury duty or appearance in court required by subpoena, the difference between the fee paid by the court and such Employee's regular salary during the period served. It shall also credit to the Employee's retirement fund the Employer's contribution against the court fee, provided the Employee matches it with such Employee's standard contribution.
- B. Employees may have the option to charge any of this time to their vacation bank and retain the court fee.
- C. To request pay for the difference between payment by the court and the Employer salary, the Employee shall:
- D. Bring the court summons to the Employment Services Office of the Human Resources Division.
- E. Sign an affidavit that court fees such Employee receives will be turned over to the Employer.
- F. Bring court checks and court Time Report to the University Employment Services Office when the court duty is terminated.
- G. To charge jury duty or other required appearances to vacation, the Supervisor shall send Form 10-618, the Payroll Exception Report, to the Payroll Department, listing dates of absence and reason for absence.
- H. If the Employee is excused from court appearance for any work day(s) during the period of court duty, such Employee shall report for work.

**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 contract year shall be mutually agreed upon.

**ARTICLE 36. HOLIDAYS (continued)**

- B. When one (1) of the seven (7) above national holidays falls on a Saturday or Sunday, another day shall be observed as the holiday. If a holiday falls on an Employee's regular day off, time off work with pay on another day shall be observed as a holiday.
- C. The holiday shall be the consecutive twenty-four (24) hour period starting with the Employee's starting time on the calendar day on which the holiday is observed.
- D. To be eligible for holiday pay, the Employee must work such Employee's scheduled work day prior to and such Employee's first scheduled work day following the holiday, unless failure to work on either or both such days is excused time off with pay in accordance with illness and vacation day provisions.

**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 31<sup>st</sup> 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.

At the discretion of the University, an employee may receive additional pay, on a straight time basis, in lieu of compensatory time. Should the University decide to utilize pay-in-lieu rather than compensatory time, all clerical employees or all technical employees who worked during closure within a given department shall receive the same type of pay-in-lieu versus compensatory time remuneration.

When the holiday (Christmas Day, New Year's Day) falls on a Saturday, it will be observed on Friday (the day before). When the holiday (Christmas Day, New Year's Day) falls on a Sunday, it shall be observed on Monday (the day after).

- B. Except for emergency situations, departments to be open during Christmas Closure should receive prior approval from the Provost or Provost's designee.

**ARTICLE 38. VACATION**

- A. Vacation time off shall be scheduled with the Supervisor in accordance with the operational needs of the administrative unit, taking under consideration the interests of the Employee.
- B. Employees shall take vacation in blocks of five (5) days or more with the option of taking up to 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.

**ARTICLE 38. VACATION (continued)**

- C. When there is good reason, changes relative to paragraph B. above, may be made with written permission of the Administrative Head of the unit. A copy of this written permission shall be forwarded to the Employment Services Office of the Division of Human Resources.
- D. In no case shall accrued vacation time extend beyond the sum of twice the Employee's annual vacation allowance. However, the maximum vacation accrual shall be twenty-three (23) days.

An Employee who requests vacation time off at least 60 days prior to reaching the accrual maximum and has such request denied by the University, will be assured that another vacation period will be established within that sixty (60) day period, in order to ensure that no vacation time is lost. An Employee prevented from using vacation during the sixty (60) day period (only by reason of extreme operational necessity) will be paid an amount equal to each subsequent lost accrual.

- E. The Vacation Table listed below shall apply to all regular full-time secretarial, clerical, and technical Employees. It is exclusive of "paid holidays" or any special days off with pay designated by the President.

Length of Service	Annual Vacation Rate
Initial Hiring	12 days
After 4 years of service	15 days
After 10 years of service	20 days
After 15 years of service	23 days

- F. For new Employees, vacation will be accrued from the first full pay period after the date of hire and shall be credited as of 10/1/2000, at the end of four (4) months, none prior thereto. Thereafter, vacation days shall accrue at the end of each pay period for which the Employee does not exceed one (1) hour of absence without pay.
- G. Employees who leave the University after six (6) months of continuous service shall be paid for unused vacation days at the time of termination.
- H. If a pay day falls during an Employee's vacation of two (2) weeks or more, an advance check may be requested in writing from the Payroll Office in accordance with established procedures provided:
  - 1. There is a sufficient vacation bank as of the last pay period prior to the date of request for advance payment.
  - 2. The written request must be submitted to Payroll at least ten (10) work days prior to date of issuance of advance check.
- I. If, at the time of layoff, a bargaining unit member has an accumulated vacation bank, such bank shall be frozen and paid out in a lump sum following the effective date of layoff in lieu of vacation time off.

**ARTICLE 38. VACATION (continued)**

- J. Each calendar year, Employees may be allowed to take up to two weeks of pay in lieu of vacation time once per year. The request for pay-in-lieu of vacation, if allowed, shall be paid at the contract rate applicable at the time that the pay-in-lieu obligation was incurred, regardless of any negotiated changes.

**ARTICLE 39. MEDICAL INSURANCE**

- A. Medical insurance is available to Employees through contracts and agreements executed by the Employer with Blue Cross/Blue Shield, Blue Care Network, Community Blue (PPO), Health Alliance Plan, and DMC CARE.

For all HMO/PPO's the University shall provide a subsidy equal to the subsidy in effect on 8/31/94 (or the full cost of the premium if equal to or less than the 8/31/94 subsidy) plus 70% of the actual dollar increase in premium for Single, 2-Person and Family coverage plus an additional \$7.50 per month subsidy for family coverage. The employer may, but is not required to, eliminate Omnicare coverage.

For BCBS, the University will provide a subsidy equal to the subsidy in effect on 8/31/94 plus 70% of the average cost increase for Single, 2-Person and Family coverage for the five HMO/PPO's plus an additional \$7.50 per month subsidy for family coverage.

- B. An Employee wishing coverage under one of the above plans must file an application within the first month of employment. The effective date of coverage is the first (1st) of the month following enrollment. In the event the Employee fails to apply within the first (1st) month, such Employee will be required to wait until the first of the month following ninety (90) days after application or until the next open enrollment period, depending upon the plan's requirements.

Medical and Dental coverage levels must match (i.e. Family-Family, Single-Single).

**EQUIVALENT COVERAGE**

Medical insurance is available to members of the bargaining unit through contracts and agreements with various insurance carriers selected by the University. The University may offer a new plan (or plans) and provider(s) with coverage levels and other terms as determined by the HR division. However, the current subsidy and cost increase sharing ratios, as outlined in Section A of this Article, shall be maintained for future cost increases arising for any new plan(s). The University may substitute one carrier for another, provided that any substitution shall provide equivalent coverage over a similar geographic area within Southeastern Michigan. Equivalent coverage is not exactly the same, but is essentially as good on an overall basis across the plan. The union shall be notified of the substitution of an existing carrier within no less than 60 days prior to the effective date of such change. The union shall then have the opportunity (for the next 30 days after notice) to confer on the replacement plan with the University, prior to implementation.



**ARTICLE 39. MEDICAL INSURANCE (continued)**

- C. The Employer may unilaterally cancel an existing Medical Insurance Plan providing it accords affected Employees with conversion privileges to any successor plan of the Employee's choice. A change in health insurance carrier may result in a change in coverage as permitted in the above section on equivalent coverage. Any pre-existing conditions of the Employee shall be covered by the newly elected plan.
  
- D. Bargaining unit members shall have the option of continuing coverage under one of the plans provided by the Employer or of dropping coverage provided that the Employee is covered under an alternative external health insurance plan (i.e., coverage under a spouse's/domestic partner's plan), and, specifically requests such an option in writing and documents the alternative coverage.

An Employee who forgoes coverage under a University plan will receive from the University (\$100.00) per month in lieu of medical insurance coverage. The monthly payment is contingent on the employee being covered by a medical plan that is not a Wayne State University offered plan. If the employee is covered under a Wayne State University plan (either as an employee or dependent), the bargaining unit member shall not be eligible for the monthly payment.

With the exceptions listed below, an Employee who elects not to be covered under a University plan and subsequently desires such coverage will be required to wait for such coverage until the first (1st) day of the month following ninety (90) days after application or until the next open enrollment period, depending upon the plan's requirement. The exceptions to this waiting period are:

- 1. The death of a spouse or other person with whose insurance plan the Employee maintains coverage, and
  
- 2. The Employee's divorce from his/her spouse and Employee maintained coverage under his/her spouse's medical insurance.

Where one of the exceptions listed above (death or divorce) occurs and the Employee is able to provide sufficient documentation thereof, the Employee may make application for coverage under one of the University plans and coverage will be effective on the first (1st) day of the month following application.

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

Medical Insurance

\$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/\$20/\$45 co-pay (a three-tiered program)

Members may purchase prescription drugs with a mail order option

## ARTICLE 39. MEDICAL INSURANCE (continued)

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.

### OTHER ELIGIBLE PERSON (“OEP”) PROGRAM

- F. Bargaining unit members may participate in a program under which certain unrelated individuals (i.e. Other Eligible Person) may be eligible for medical, dental and/or tuition reimbursement benefits. The University will review the program annually to determine if it will be continued for the next plan year. Should the University decide to discontinue the program, 30 days notice shall be provided to participants. Bargaining unit members are strongly encouraged not to forego health and/or dental coverage that may be available to them from other sources. The University reserves the right at its sole discretion at any time during the program to change, modify or suspend this program and the means by which eligibility for benefits under this program is determined and verified.

#### Eligibility:

Under this program, a bargaining unit member who does not already enroll a spouse for medical, dental and/or tuition benefits may enroll one Other Eligible Person (“OEP”), if ALL of the following eligibility criteria are met:

- The OEP is an adult, age 26 or  older;
- The OEP currently resides in the  same residence as the employee, other than as a tenant, and has done so for the 18 continuous months prior to the individual’s enrollment,;
- The OEP is not a “dependent” of the  employee as defined by the IRS; and
- The OEP is not related to the  employee by blood or by marriage.

Children who are qualified as WSU-defined dependents of an employee’s OEP are also eligible for benefits.

#### Taxability of Benefits:

As a matter of law, the employer cost of providing benefits of the type described above is considered ordinary income and is, therefore, subject to taxes, including FICA, FICA Medicare, federal, state and city taxes.

#### Ineligibility:

The following individuals do not fall within the eligibility criteria for this program:

The Spouse, children, grandchildren, parents, grandparents, siblings, nieces, nephews, aunts, uncles, cousins, landlords, renters, boarders and tenants of employees.

## **ARTICLE 39. MEDICAL INSURANCE (continued)**

G. Dependents (claimed on benefits forms) that are between 19-25 years of age are required to maintain full time college student status in order to receive medical, dental, or vision benefits coverage.

### **H. VISION CARE INSURANCE**

Effective on the first day of the first full month following ratification of this Agreement (2009), the Employer shall provide vision care coverage to all bargaining unit Employees (who are enrolled in WSU medical insurance plans) as described in the contract between the Employer and the carrier. The University shall subsidize the cost, at the rate of 50%.”

## **ARTICLE 40. DENTAL INSURANCE**

A. The Employer shall provide dental care coverage to all Employees enrolled in 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.

The benefits offered under the dental insurance include:

- Sealants for dependent children
- Orthodontia limit for dependent children 19 and under increased to 50% of up to \$2,000 (lifetime maximum per dependent child of \$1,000)
- Routine x-rays at Class 1 level – 100%
- Class 2 level benefits increased to 90% (oral surgery, endodontic, periodontic, and restorative services)

Coverage will be effective on the first day of the month coinciding with or next following the date of employment, except when the bargaining-unit member is absent from work on what otherwise would be the effective date. In such case, it shall not become effective until the first day on which he/she is actively at work on his/her regular schedule.

B. The Employer shall consult and agree with the Union prior to canceling or changing dental coverage carriers.

C. Medical and Dental coverage levels must match (i.e. Family-Family, Single-Single).

## **ARTICLE 41. INCOME DISABILITY PROGRAMS**

- A. Participation begins after the Employee has completed one (1) year of regular full-time employment on the active payroll. Eligibility for benefits is determined in accordance with the terms stipulated by the carrier.
- B. Employees shall be entitled to full pay during periods of extended disability for the number of days accrued in their Illness and Vacation Banks. Any unused vacation remaining at the end of the sixth (6th) month of continuous disability will be paid to the Employee in full. For the number of unused days remaining in the Illness Bank at the end of the sixth (6th) month of continuous disability, the Employee will be paid the difference between the daily rate and the amount paid by the insurance carrier.
- C. Short-Term Disability:
  - 1. Upon exhaustion of the Illness and Vacation banks after ninety (90) days of continuous verified disability from date of hospitalization or accident, or ninety (90) calendar days of continuous verified disability from date of first treatment due to illness, the Employee shall be paid fifty percent (50%) of the base rate in effect at the time of disability (not to exceed \$750.00 per month). These payments will continue through the last day of the sixth (6th) month of continuous absence. Special review of eligibility may be conducted on a unique case-by-case basis.
  - 2. Short-term Disability benefits may not exceed three (3) months in any twelve (12) month period.
  - 3. There will be no change in the Major Medical Insurance premium deductions.
  - 4. Compensation received from Workers' Compensation and Social Security shall be deductible from Short-Term Disability benefits.
  - 5. If the Employee is in the Employer Retirement Plan, deductions and contributions shall continue based on the Short-term Disability salary.
- D. Long-Term Disability:
  - 1. The Employer shall provide a Long-term Disability insurance program which will be administered in accordance with the terms stipulated in the insurance contract. The decision of the carrier is not grievable to the Employer. The Employee must submit an application to determine eligibility to receive this benefit.
  - 2. The monthly benefit for eligible Employees will be paid starting the first (1st) month following six (6) months of continuous disability and will continue until the Employee reaches 65. If, however, the disability commences after age 60, the benefits will continue until the Employee reaches age 70 or for five years, whichever occurs first.

**ARTICLE 41. INCOME DISABILITY PROGRAMS (continued)**

3. As of 10/1/2000, LTD coverage, including any disability benefits from Social Security and/or Workers' Compensation, is increased to sixty-six and two-third percent (66 and 2/3%) of the Employee's base salary up to a maximum of seven thousand (\$7,000) dollars per month.
4. The monthly benefit shall not be less than \$100.00.
5. The Employer will pay the full cost of the basic and supplemental life insurance coverage. Medical coverage will be subsidized by the Employer at the same rate as is provided to active Employees if the Employee desires coverage.
6. If the Employee is in the University (TIAA) Retirement Plan, the TIAA will pay the annuity premium in accordance with the provisions of the Plan. The premiums will be based on the Individual's basic monthly salary at the time disability begins, and shall not exceed fifteen percent (15%) of the said monthly salary.
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.

**ARTICLE 42. LIFE INSURANCE**

- A. Group term non-contributory life insurance will be individually equal to the annual salary (or a minimum of \$25,000) of each full-time Employee covered by this Agreement. Additional amounts of supplemental life insurance may be purchased at subsidized and graduated rates by election of one of the following options:

- |           |  |
|-----------|--|
| Option #1 | Non-contributory insurance plus supplemental insurance equal to one times annual salary to maximum of \$750,000 of total coverage.   |
| Option #2 | Non-contributory insurance plus supplemental insurance equal to two times annual salary to maximum of \$750,000 of total coverage.   |
| Option #3 | Non-contributory insurance plus supplemental insurance equal to three times annual salary to maximum of \$750,000 of total coverage. |
| Option #4 | Non-contributory insurance plus supplemental insurance equal to four times annual salary to maximum of \$750,000 of total coverage.  |

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

**ARTICLE 42. LIFE INSURANCE (continued)**

- B. Employees shall have the privilege of conversion of remaining amount of their group life insurance to any standard policy issued by the insurance company without physical examination.

**ARTICLE 43. RETIREMENT**

- A. Effective sixty (60) calendar days after the ratification of the 2008-2012 Agreement, Fractional and full-time Employees who have attained twenty-six (26) years of age shall be eligible to participate in the University sponsored retirement programs with University contribution.
- B. Fractional or full-time Employees, immediately upon employment, may participate in the retirement program on an individual basis with University contribution. The Employer match shall start at a 1% employee contribution, and increase on a 2 for 1 basis, up to 5% employee contribution (10% maximum University contribution).

For the University contribution, vested percentage is as follows:

<u>Years of Vested Service*</u>	<u>Vested Percentage</u>
Less than 2 years .....	-0-
2 years or more in a pay status.....	100%

\*For the purposes of this article, “Vested Service” is defined as: (1) If employment ends prior to 2 years of service, 100% of the employer contribution is forfeited to WSU, (2) If employment ends after 2 years of service the employee is entitled to 100% of the employer contribution.

Employees with previous service at an eligible educational institution may be able to waive all or a portion of the two-year vesting requirement.

- C. The Employee may also deposit additional money with TIAA/CREF or Fidelity Investments.
- D. Upon termination of employment prior to retirement, refunds will be governed by the applicable rules of the organization holding the funds.
- E. The retirement right of Employees who had been employed by the Employer prior to July 1, 1958, and who have elected to remain under the Detroit School Employees Retirement System (DSERS) shall continue and shall be governed by the provisions of the Resolution of the Board of Governors adopted on February 17, 1966 (Proceedings, pp. 1242-1244).

**ARTICLE 43. RETIREMENT (continued)**

- F. A retiree shall be defined as an Employee who retires from the University, and:
1. Has participated in the WSU Retirement Program for at least five (5) years or has at least ten (10) years of University service,  
  
and
  2. Has attained the age of fifty-five (55).
- G. Retirees shall be entitled to the following benefits provided the retiree notifies the Employer in writing of the intent to retire at least two (2) weeks prior to the date of retirement.
1. Life insurance (currently \$2,500) coverage with the premium paid in full by the Employer.
  2. Continued Group medical coverage providing the retiree pays the full monthly premium.
  3. Payment for one-half (1/2) of the accumulated Illness Bank up to a maximum of thirty (30) days pay.
  4. Accrued vacation as of the last day worked will be paid to the Employee in a lump sum.

**ARTICLE 44. MANDATORY SICK LEAVE**

- A. The University may, by direction of its designated physician or other appropriate health professional acting initially or pursuant to an Employee submitted physician statement, direct that an Employee be placed on Mandatory Sick Leave. Such placement may be made whenever sufficient evidence indicates that the affected person is suffering from a physical and/or mental illness or disability sufficiently serious to affect such person's ability to properly fulfill the duties and responsibilities of such Employee's University position.
- 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.

## **ARTICLE 45. PHYSICAL EXAMINATION**

- A. The maintenance of reasonable health standards is in the interest of both the Employer and its Employees. For this purpose, and under certain circumstances, the satisfactory completion of a physical examination is required.
  
- B. Physical examinations shall be by appointments arranged through the Employment Services Office of the Division of Human Resources.
  - 1. Prior to date of assignment, all Employees may be required to satisfactorily complete a physical examination.
  
  - 2. A physical examination may be required for current University Employees:
    - a) After an illness of ten or more consecutive working days\*
  
    - b) After surgery\*
  
    - c) After hospitalization\*
  
    - d) After being off the payroll for more than 30 consecutive working days for any reason other than vacation
  
    - e) Upon return from Workers' Compensation
  
    - f) Prior to placement on Income Disability
  
    - g) Prior to Mandatory Sick Leave
  
  - 3. A mandatory physical examination shall be scheduled in cases where the executive head of an administrative unit has reason to believe that an Employee is suffering from physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of such Employee's University position.

\*For absences as stated in Points B.2.(a), (b), (c), a "Physician's Report on Illness of Employee" shall be completed by the individual's physician before a return-to-work physical examination can be scheduled.



#### **ARTICLE 45. PHYSICAL EXAMINATION (continued)**

4. In the event an Employee disagrees with the determination of the University Health Service that the subject Employee is unable to work at his/her position, he/she may submit medical reports from their physician. If a dispute still exists the matter may be referred to the grievance procedure beginning at Step 3. At the request of either the University or the Union, the matter, including all prior medical evidence, will be submitted to an impartial physician mutually agreed to by the parties. The report of the impartial physician will be binding upon all the parties. The expenses of the impartial physician shall be shared equally by the University and the Union.

Initial selection of the impartial physician shall be by agreement between the University's designated physician and the Employee's physician. In the event the physicians are not able to agree or in the event the University or the Union disagree because of the inordinate expense of an agreed to physician, the University and the Union will select the impartial physician from a list submitted by the University physician and the Employee's physician.

#### **ARTICLE 46. TUITION ASSISTANCE PROGRAM**

- A. As part of the University policy to encourage staff members to further their formal education, the Tuition Assistance Program for Employees was established. Under the Tuition Assistance plan, qualified Employees will be issued vouchers which will enable them to register without paying tuition. (Incidental fees, however, must be paid by the Employee.)
- B.
  1. All full-time Employees will be provided tuition assistance for two (2) 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.
  2. Represented fractional time Employees, as defined in Article 1., will be provided tuition assistance for one (1) course or three (3) credit hours, whichever is greater, per semester for two semesters, and one (1) course or two (2) credit hours, whichever is greater, for one semester during the academic year, subject to a maximum benefit of eight credit hours per academic year.

There will be no waiting period for eligibility of Employees. To assure that Employees are not assessed late fee(s), participating Employees must file their application with Staff Benefits not later than three (3) weeks prior to the start of class (es).

- C. Tuition assistance will apply to tuition fees only. Incidental fees such as laboratory fees, etc., which may be charged are the responsibility of the Employee. Failure to meet and maintain the eligibility requirements for tuition assistance will result in the benefit forfeiture and the benefit amount will be recovered by appropriate means, i.e., payment, voluntary payroll deduction, etc.

**ARTICLE 46. TUITION ASSISTANCE PROGRAM (continued)**

D. Eligibility:

1. All full-time and represented fractional time salaried Employees on the Wayne State University payroll as of the last day of Open Registration; it will be the responsibility of the Dean or Division Head to verify eligibility.
2. College admission requirements must be 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 it up. (Working during lunch will not satisfy the make-up arrangement).
4. Application must be made prior to the end of the term for which the tuition assistance is requested.

E. Any Employee who is terminated, leaves employment with the University during the term of tuition assistance, not including layoff or leave of absence, or who fails to successfully complete any course(s) in which they enroll, 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.

Any Employee required to reimburse the University may, upon receipt of a bill indicating the balance due, exercise the option of (1) paying the balance in full upon receipt of the bill or (2) contacting the Department of Student Accounts Receivable within 20 days from the issue date of the bill in order to make arrangements for payment of the balance due. When such arrangement is made, the Employee will be required to make an initial payment towards the balance at that time.

In the event no payment arrangements are made or the Employee fails to adhere to any such arrangement, the University may deduct monies owed from an Employee's payroll check up to a maximum of 10% of the Employee's net check after the deduction of taxes, medical premiums and life insurance premiums.

Upon the separation of any Employee who has a balance owing, the University may full recoup that balance through payroll deduction. Upon the layoff of any Employee who has a balance owing, the University may recoup monies owed through payroll deduction, up to a maximum of 10% of the Employee's net check after the deduction of taxes, medical premiums, and life insurance premiums.

**ARTICLE 46. TUITION ASSISTANCE PROGRAM (continued)**

- F. The application forms will be available at the Total Compensation & Wellness Office, as well as any additional information that may be necessary.
- G. The Internal Revenue Service requires that tuition benefits for graduate courses be treated as income to the Employee and taxed. Employees who submit their Tuition Assistance application to the Staff Benefits Office and receive its approval, will have the value of the course(s) added to the Employee's gross pay and taxed appropriately. Said value will simultaneously be withheld from the Employee's pay and placed in the Employee's Student Account to cover the cost of tuition for the course(s).
- H. 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.

- I. The spouse of any bargaining unit member and any dependant children less than twenty-six (26) years of age, who are 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 to be eligible for tuition assistance, a passing grade must be obtained, as outlined above in Section H.

## **ARTICLE 47. SALARIES**

- A. Salaries for Employees in the classifications covered by this Agreement shall be in accordance with Appendices A, B, C, D, & D-1. The salary range for each classification covered by this Agreement shall be in accordance with Appendix E.
- B. Salary Increases:

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 1<sup>st</sup> 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 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) 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%.

## **ARTICLE 48. PRINTING AND DISTRIBUTION OF AGREEMENT**

- A. Copies of this 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.
- B. At time of hire, all new Employees shall be given a copy of this Agreement for their use.
- C. The Union shall receive two hundred (200) printed copies of the Agreement for its use.

## **ARTICLE 49. SAVINGS CLAUSE**

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

## **ARTICLE 50. WORKERS' COMPENSATION**

The Employer, in accordance with statutory requirements, provides Workers' Compensation if an Employee is injured in the course of employment by providing for a continuation of a portion of the Employee's wages.

Workers' Compensation benefits will be supplemented by accrual illness days until they are exhausted to maintain regular after tax net income. When accrued illness days are exhausted, accrued vacation days will be used to supplement workers' compensation benefits until the bank is exhausted. Such accrued illness or vacation days will be depleted on an hour-for-hour basis.

Employees will not accrue additional illness or vacation days while they are receiving workers' compensation benefits.

If placement is possible, the Employee may be placed into any University position for which he/she is qualified.

## **ARTICLE 51. SALARY ADMINISTRATION**

- A. Positions included in the Hay classification system are assigned to an appropriate salary grade. Each Hay salary grade has a minimum, job rate and a maximum. The job rate is ninety-six percent of halfway to the maximum of the range. Additionally, there are two intermediary steps (1st step, 2nd step) between minimum and job rate. To identify step amount-divide the difference between the minimum and job rate by three.
- B. Employees, if negotiated funding permits, shall be moved to the salary step appropriate to their classification date.

## **ARTICLE 51. SALARY ADMINISTRATION (continued)**

- C. Beginning 8/1/01, for those Employees below job rate, step adjustments shall be awarded (funding permitting), only to those who have not received disciplinary action at or beyond the three day suspension level; or two, one-day suspensions, in the prior twelve months. The University may award a delayed increase from a date that is twelve months after the last disqualifying level of disciplinary suspension.
- D. Salary increases from job rate to maximum may occur by annual across-the-board (ATB). There will be no movement beyond maximum. ATB amounts are subject to negotiations. For the 2013-2018 Agreement, the ranges shall move by the ATB amount.
- E. Employees at or above the maximum who fall within their respective salary range as a result of the ATB to range shall receive that portion of the ATB that brings them to the new maximum of their respective range added to their base. Any additional will be paid in a lump sum.
- F. New hires placed into vacant bargaining unit positions may be offered a salary that would normally place them at the minimum of the range for their classifications. The University may recognize experience or other competitive factors and hire up to job rate. Salary offers shall not be above job rate without administration and union concurrence.
- G. Employees may not apply for a reclassification of their position until they have served at least six months in their classification.
- H. Departments may award a bonus from department level funds at the discretion of the department head. The bonus shall be provided not more than once yearly to employees who have completed their first six months probationary period. (A bonus as that term is used in this Agreement, shall not be to base salary and not include University retirement savings contribution. BONUS AWARDS ARE NOT GRIEVABLE.)
- I. Steps shall be funded for the 2013 to 2018 Agreement.

## **ARTICLE 52. NEPOTISM**

- A. New appointments to the University and assignments within the University shall be made with full effort to obtain the best qualified person for each position and, therefore, only after a thorough canvass of available personnel. Blood or marital relationship to other Employees of the University shall not be regarded as a deterrent to appointment, reassignment or continuance in present position, except that close relatives may not be employed where one is in a position of influence relative to the other.
- B. The University will continue to define close relatives to be: husband and wife, parent and child, including son-in-law and daughter-in-law, brothers and sisters, and to define a position of influence to exist where selection for employment, supervision of University duties, or judgment concerning fitness for promotion or discharge with cause requires the action of one person with respect to the other.

## **ARTICLE 53. JOB AUDITS**

Job audits are to be requested by an Employee, the Employer or the Union in the form of a memo and submitted to the Classification and Compensation Department. If an Employee is submitting a request, they are to notify the Union directly.

Upon receipt of the audit request memo, the Classification and Compensation Department will send a position questionnaire to the Employee. The Employee is to complete their portion of the position questionnaire within twenty (20) working days of receipt. The supervisor is to review and comment on their portion of the position questionnaire within ten (10) working days of receipt from the Employee (this included discussion and resolution of significant differences between the Employee's and the supervisor's view of the position) after which, the completed questionnaire is forwarded to the Classification and Compensation Department. If the supervisor fails to return the completed questionnaire to the Employee within ten (10) working days, the Employee shall have the right to forward the position questionnaire to the Classification and Compensation Department to begin the job audit process. The Employee must inform his/her supervisor that the questionnaire has been forwarded to Classification and Compensation.

The Classification and Compensation Department will notify the Employee, the supervisor and the Union of all job audit recommendations.


If the job/desk audit recommendation results in a change in position classification, the effective date is when the completed questionnaire is received in the Classification and Compensation Department. If a Department elects to minimize or take away job duties after the Employee has made a request for a job/desk audit, the Employee may be entitled to compensation for the period in which she/he was performing the duties of another classification, consistent with the provisions of Article 28, Compensation for Service in a Higher Classification.


**ARTICLE 54. CHANGE AND TERMINATION**


This Agreement shall remain in full force and effect until July 31, 2018, and, thereafter, shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least sixty (60) days prior to the termination 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.

Accepted for the Board of Governors  
of Wayne State University

Accepted for the Wayne State University  
Staff Association, Local 2071, U.A.W.

  
William Decatur, Vice President for Finance &  
Business Operations & Treasurer

  
Sammy Wright, President, UAW Local 2071

  
Louis Lessem, Vice President and  
General Counsel


  
Terri Stubblefield, First Vice President

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

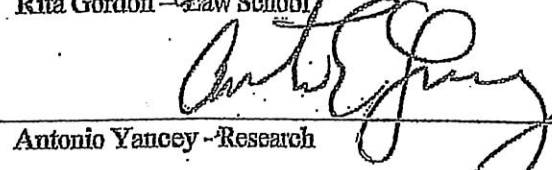
NOT AVAILABLE FOR SIGNATURE  
Gladys King, Chief Steward East Zone

NOT AVAILABLE FOR SIGNATURE  
Shawn J. Junior, Labor Relations Specialist

NOT AVAILABLE FOR SIGNATURE  
Camisha Muhammad, Chief Steward, South Zone

  
Rita Gordon - Law School


NOT AVAILABLE FOR SIGNATURE  
Marnita Lloyd, Financial Secretary


  
Antonio Yancey - Research

  
Sandra Sumner, Chief Steward Middle Zone

NOT AVAILABLE FOR SIGNATURE  
Danielle Boots - Human Resources

Accepted for the International Union United Automobile, Aerospace and  
Agricultural Implement Workers of America, U.A.W.

  
John Cunningham  
International Representative

  
Charles E. Hall  
Regional 1 Director

DATE: 1-30-17



**APPENDIX A**  
**SECRETARIAL/CLERICAL/TECHNICAL SALARY SCHEDULE**  
 Effective August 1, 2013

**No increase from 2012-2013 levels, per Public Act 54 – No retroactivity**

<u>Salary Range</u>	<u>Minimum</u>	<u>1<sup>st</sup> Step</u>	<u>2<sup>nd</sup> Step</u>	<u>Job Rate</u>	<u>Maximum</u>
1	21243	22660	24076	25493	31866
2	22834	24355	25878	27400	34250
3	24765	26416	28066	29717	37147
4	27029	28831	30632	32434	40543
5	27063	28867	30673	32475	40593
6	28746	30662	32577	34494	43118
7	29716	31699	33679	35661	44574
8	30545	32583	34620	36656	45820
9	32681	34859	37038	39216	49023
10	32902	35094	37288	39481	49354
11	35217	37564	39911	42258	52825
12	36591	39030	41470	43908	54885
13	39062	41666	44270	46874	58592
14	41024	43761	46495	49230	61537

**APPENDIX B**  
**SECRETARIAL/CLERICAL/TECHNICAL SALARY SCHEDULE**  
(2014-2015 contract year) Effective July 13, 2015

**1.0%, per conditions in Article 47.B**

<u>Salary Range</u>	<u>Minimum</u>	<u>1<sup>st</sup> Step</u>	<u>2<sup>nd</sup> Step</u>	<u>Job Rate</u>	<u>Maximum</u>
1	21455	22887	24317	25748	32185
2	23062	24599	26137	27674	34593
3	25013	26680	28347	30014	37518
4	27299	29119	30938	32758	40948
5	27334	29156	30980	32800	40999
6	29033	30969	32903	34839	43549
7	30013	32016	34016	36018	45020
8	30850	32909	34966	37023	46278
9	33008	35208	37408	39608	49513
10	33231	35445	37661	39876	49848
11	35569	37940	40310	42681	53353
12	36957	39420	41885	44347	55434
13	39453	42083	44713	47343	59178
14	41434	44199	46960	49722	62152

**APPENDIX C**  
**SECRETARIAL/CLERICAL/TECHNICAL SALARY SCHEDULE**  
 Effective August 1, 2015

**1.5%, per conditions in Article 47.B**

<u>Salary Range</u>	<u>Minimum</u>	<u>1<sup>st</sup> Step</u>	<u>2<sup>nd</sup> Step</u>	<u>Job Rate</u>	<u>Maximum</u>
1	21777	23230	24682	26134	32668
2	23408	24968	26529	28089	35112
3	25388	27080	28772	30464	38081
4	27708	29556	31402	33249	41562
5	27744	29593	31445	33292	41614
6	29468	31434	33397	35362	44202
7	30463	32496	34526	36558	45695
8	31313	33403	35490	37578	46972
9	33503	35736	37969	40202	50256
10	33729	35977	38226	40474	50596
11	36103	38509	40915	43321	54153
12	37511	40011	42513	45012	56266
13	40045	42714	45384	48053	60066
14	42056	44862	47664	50468	63084

**APPENDIX D**  
**SECRETARIAL/CLERICAL/TECHNICAL SALARY SCHEDULE**  
 Effective August 1, 2016

**2.0%, per conditions in Article 47.B**

<u>Salary Range</u>	<u>Minimum</u>	<u>1<sup>st</sup> Step</u>	<u>2<sup>nd</sup> Step</u>	<u>Job Rate</u>	<u>Maximum</u>
1	22213	23695	25176	26657	33321
2	23876	25467	27060	28651	35814
3	25896	27622	29347	31073	38843
4	28262	30147	32030	33914	42393
5	28299	30185	32074	33958	42446
6	30057	32063	34065	36069	45086
7	31072	33146	35217	37289	46609
8	31939	34071	36200	38330	47911
9	34173	36451	38728	41006	51261
10	34404	36697	38991	41283	51608
11	36825	39279	41733	44187	55236
12	38261	40811	43363	45912	57391
13	40846	43568	46292	49014	61267
14	42897	45759	48617	51477	64346

**APPENDIX D-1**  
**SECRETARIAL/CLERICAL/TECHNICAL SALARY SCHEDULE**  
 Effective August 1, 2017

**2.0%, per conditions in Article 47.B**

<u>Salary Range</u>	<u>Minimum</u>	<u>1<sup>st</sup> Step</u>	<u>2<sup>nd</sup> Step</u>	<u>Job Rate</u>	<u>Maximum</u>
1	22657	24169	25680	27190	33987
2	24354	25976	27601	29224	36530
3	26414	28174	29934	31694	39620
4	28827	30750	32671	34592	43241
5	28865	30789	32715	34637	43295
6	30658	32704	34746	36790	45988
7	31693	33809	35921	38035	47541
8	32578	34752	36924	39097	48869
9	34856	37180	39503	41826	52286
10	35092	37431	39771	42109	52640
11	37562	40065	42568	45071	56341
12	39026	41627	44230	46830	58539
13	41663	44439	47218	49994	62492
14	43755	46674	49589	52507	65633

## APPENDIX E

### Classifications Represented by the Staff Association

<u>Classification</u>	<u>Salary Grade</u>
Accounting Assistant	04
Accounting Assistant, Gift Processing	04
Accounting Assistant, SR.	07
Accounting Clerk	02
Accounting Clerk, SR.	03
Accounting Specialist	10
Accounts Receivable Clerk	03
Admissions Clerk	01
Alumni Travel Assistant	04
Art Studio Supervisor	11
Audio-Visual Technician	05
Audio-Visual Technician, SR.	06
Biomedical Technologist	10
Bone Densitometer Technician	03
Bone Densitometer Technician, SR.	04
Broadcast Associate	08
Cashier	03
Cashier, SR.	04
Child Care Assistant	07
Communications Controller	09
Communications Controller, SR.	10
Computer Documentation Asst.	08
Computer Operator	06
Computer Operator, SR.	08
Computer Operator, LD.	09
Construction Records Specialist	09
Courier	02
Dance Media & Production Coordinator	12
Data Coordinator	04
Data Entry Clerk I	01
Data Entry Clerk II	02
Data Entry Coordinator	07
Data Entry Operator	01
Data Entry Operator, SR.	02

<b>APPENDIX E</b>	
(continued)	
<b><u>Classification</u></b>	<b><u>Salary Grade</u></b>
Data Resource Assistant	07
Data Specialist	04
Electronics Technician	09
Electronics Technician, LD.	11
Electronics Technician, SR.	11
Environmental Safety Technician	10
Extension Program Supervisor	10
Family Support Aide	02
Graphic Artist	09
Graphic Arts Coordinator	13
Graphic Designer	11
Hazardous Materials Technician	06
Health Physics Assistant	03
Health Physics Technician	03
Health Physics Specialist	08
Human Resources Administrator	10
Imaging Clerk I	01
Imaging Clerk II	02
Imaging Clerk, SR.	03
Impact Sled Technician	11
Instrument Maker	09
Instrument Designer	14
Instrument Designer, L.D.	14
Instrument Technician	08
Inventory Controller	06
Laboratory Aide	02
Laboratory Animal Supervisor	12
Laboratory Supervisor	07
Laboratory Technician	03
Laboratory Technician, SR.	04
Library Clerk	02
Library Clerk, SR.	03
Lighting and Sound Technician	11

<b>APPENDIX E</b>	
(continued)	
<b><u>Classification</u></b>	<b><u>Salary Grade</u></b>
Mail Services Supervisor	12
Material Controller	06
Material Controller, SR.	08
Material/Mail Controller	09
Medical Assistant	04
Medical Fee Billing Assistant	04
Medical Office Assistant	04
Morgue Assistant	04
Mortuary Assistant	03
Network Control Operator	08
Office Clerk	01
Office Services Clerk I	02
Office Services Clerk II	03
Office Services Clerk, LD.	04
Office Services Clerk, SR.	04
Ophthalmic Technician	07
Parking Command Center Controller	04
Payment Expeditor	04
Payroll Assistant	04
Payroll Specialist	10
Payroll Specialist, SR.	11
Parking Supervisor	10
Personnel Clerk I.	03
Personnel Clerk II	04
Personnel Specialist	10
Personnel Clerk, SR.	07
Pest Controller	04
Photographer	11
Physical Science Technologist	11
Post Office Window Clerk	03
Production Controller	06
Program Specialist	07
Program Records Clerk I	02
Program Records Clerk II	03
Program Records Clerk, SR.	04
Pupillometry Technician	03



<b>APPENDIX E</b>	
(continued)	
<b><u>Classification</u></b>	<b><u>Salary Grade</u></b>
Receptionist	01
Records/Registration Clerk I	03
Records/Registration Clerk II	05
Records/Registration Clerk III	08
Registered Medical Assistant	07
Research Technician	04
Reservation Coordinator	07
Sculpture and 3D Studio Supervisor	11
Secretary I	02
Secretary II	03
Secretary III	04
Secretary IV	07
Self Instruction Assistant	03
Self Instruction Coordinator	06
Self Instruction Coordinator, Sr.	08
Shipping/Receiving Coordinator	09
Storeskeeper	06
Storeskeeper, SR.	08
Student Records Clerk I	02
Student Records Clerk II	03
Student Records Clerk, LD.	07
Student Records Clerk, SR.	04
Supplies Clerk	05
Switchboard Operator	01
Switchboard Operator, Head	02
Tape Library Controller	05
Technical Secretary III	04
Technical Secretary IV	07
Technical Services Clerk	03
Technical Services Clerk	04
Technical Support Assistant	11
Theatre Costumer	11
Transfer Credit Processor	07
Veterinary Technician	07
Veterinary Technician Asst.	03
Veterinary Technician, SR.	12
Veterinary Technologist	13
Vivarium Technician	02

## APPENDIX F JOB GROUPINGS

Veterinary Technician, SR.-T\*  
 Veterinary Technician  
 Veterinary Technician Assistant  
 Veterinary Technologist  
 Laboratory Animal Supervisor  
 Laboratory Supervisor  
 Laboratory Technician, SR.  
 Laboratory Technician

Laboratory Aide  
 Biomedical Technologist

Bone Densitometer Technician  
 Bone Densitometer Technician, SR.  
 Morgue Assistant  
 Mortuary Assistant  
 Pupillometry Technician  
 Research Technician  
 Vivarium Technician

Graphic Artist-T\*  
 Graphic Designer  
 Graphics Arts Coordinator

Computer Operator, LD.-T\*  
 Computer Operator, SR.  
 Computer Operator  
 Computer Document Assistant  
 Network Control Operator  
 Production Controller  
 Tape Library Controller

Audio-Visual Technician, SR.-T\*  
 Audio-Visual Technician

Instrument Designer LD. T\*  
 Instrument Designer  
 Instrument Maker  
 Instrument Technician

Imaging Clerk I-C\*  
 Imaging Clerk II  
 Imaging Clerk, SR.

Accounting Clerk, SR.-C\*  
 Accounting Clerk  
 Accounting Assistant, SR.  
 Accounting Assistant, Gift Processing  
 Accounting Assistant  
 Accounting Specialist  
 Accounts Receivable Clerk  
 Cashier, Sr.  
 Cashier

Medical Fee Billing Assistant  
 Payroll Assistant

Payroll Specialist  
 Payroll Specialist, SR.  
 Payment Expeditor

Secretary I-C\*  
 Secretary II  
 Secretary III  
 Secretary IV  
 Office Clerk  
 Office Services Clerk, LD.  
 Office Services Clerk, SR.  
 Office Services Clerk I  
 Office Services Clerk II  
 Personnel Clerk, SR.  
 Personnel Clerk I  
 Personnel Clerk II  
 Personnel Specialist  
 Program Specialist  
 Admissions Clerk  
 Alumni Travel Assistant  
 Data Coordinator  
 Extension Program Supervisor  
 Library Clerk, SR.  
 Library Clerk

(This job grouping is continued on next page)

\* -T = Technical (all jobs in grouping, except where noted)\* -C = Clerical/administrative (all jobs in grouping)

**APPENDIX F**  
**JOB GROUPINGS**  
(Continued)

Electronics Technician, LD.-T*	(Continued Clerical Job Grouping from previous page - <u>below</u> )
Electronics Technician, SR.	
Electronics Technician	
Hazardous Materials Technician-T*	Program Records Clerk, SR. – C*
Health Physics Assistant	Program Records Clerk I
Health Physics Technician	Program Records Clerk II
Health Physics Specialist	Medical Office Assistant
Inventory Controller-T*	Reservation Coordinator
	Self Instruction Asst.
	Self Instruction Coordinator
	Records/Registration Clerk I
Material Controller, SR.	Records/Registration Clerk II
Material Controller	Records/Registration Clerk III
Material/Mail Controller	Student Records Clerk, LD
	Student Records Clerk, SR
Shipping/Receiving Coordinator	Student Records Clerk I
	Student Records Clerk II
Storeskeeper, SR.-T*	Technical Secretary III
Storeskeeper	Technical Secretary IV
Supplies Clerk	Transfer Credit Processor
Courier-C*	
Data Entry Clerk I-C*	
Data Entry Clerk II	
Data Entry Coordinator	
Data Entry Operator, SR.	
Data Entry Operator	
Data Resource Assistant	
Data Specialist	
Communications Controller, SR.-T*	
Communications Controller	
Switchboard Operator, Head-C*	
Switchboard Operator	
Receptionist	

**APPENDIX F  
JOB GROUPINGS  
(Continued)**

**Stand Alones**

Art Studio Supervisor -T	Parking Command Center Controller - C
Broadcast Associate - T	Parking Supervisor – C
Child Care Assistant - C	
Construction Records Specialist - C	Pest Controller – C
Dance Media & Production Coordinator - T	
Drafter - T	
Environmental Safety Technician - T	Photographer – T
Family Support Aide – C	Physical Science Technologist - T
Human Resources Administrator - C	Post Office Window Clerk - C
Impact Sled Technician – T	Registered Medical Assistant – T
Lighting and Sound Technician -T	
Mail Services Supervisor -T	Scene Shop Supervisor – T
Medical Assistant - T	Sculpture and 3D Studios Supervisor - T
	Technical Services Clerk - T
	Technical Support Assistant – T
Ophthalmic Technician – T	
	Theatre Costumer - T
For purposes of administering pay-in-lieu aspect of Christmas/New Year’s Closure compensation	

**Supplemental Letters of Agreement #1**

WAYNE STATE UNIVERSITY

August 29, 1980

Ms. Laura Paige, President  
WSU Staff Association/UAW  
Local 2071  
Belcrest Hotel, Suite 1101  
5440 Cass Avenue  
Detroit, Michigan 48202

**Re: Article 1 - Bargaining Unit Work by Supervisors and Other  
Non-Bargaining Unit Employees**

Dear Ms. Paige:

During the course of negotiations it was agreed that Article 1.I. applies to the future (9/1/80) role of supervisors and non-bargaining unit employees doing bargaining unit work. Those currently doing bargaining unit work other than Student Assistants and temporary employees may continue doing so. However, when a position becomes vacant whether it be a supervisory or a non-bargaining unit position wherein the incumbent was doing bargaining unit work that work shall be returned to the bargaining unit or not be performed in the future. It is understood that supervisors shall be permitted to perform bargaining unit work up to 20 percent of their work time. Part-time employees shall continue to perform bargaining unit work pursuant to the provisions of Article 15.

The University further agreed that Student Assistants, although in many instances may do bargaining unit work, shall not be misused to erode the bargaining unit or during periods of layoff be misused to supplant bargaining unit members. The Union recognizes the value of the policy of providing employment for students to assist them in obtaining an education and understands that in many instances they may do bargaining unit work.

Very truly yours,

Philip E. Heideman  
Assistant Vice President  
for Human Resources

This conforms to our agreement.  
Laura Paige, President  
WSU Staff Association/UAW

## Supplemental Letters of Agreement #2

WAYNE STATE UNIVERSITY

August 19, 1985

Ms. Elois Martin, President  
WSU Staff Association/UAW  
Local 2071  
Belcrest Hotel, Suite 102  
5440 Cass Avenue  
Detroit, Michigan 48202

### **Re: Exclusions - Article 1.D.**

Dear Ms. Martin:

This letter will serve to update a previous Letter of Agreement, dated August 15, 1980, between Mr. Heideman and Ms. Paige, wherein the parties agreed as follows:

During the course of negotiations, the Union raised concern over the ability of those employees who currently fill positions that are to be excluded from the bargaining unit to retain their membership in the Union.

The University agrees that those employees who currently fill positions that are to be excluded from the bargaining unit under the terms of Article 1.D. of the Collective Bargaining Agreement, and who desire to remain in the bargaining unit, will be placed in comparable positions throughout the University at the same salary grade and step level of the position they currently hold.

Very truly yours,

Brenda R. Malone  
Contract Administrator

This conforms to our agreement.

Elois Martin, President  
WSU Staff Association/UAW

### **Supplemental Letters of Agreement #3**

#### WAYNE STATE UNIVERSITY

August 19, 1985

Ms. Elois Martin, President  
WSU Staff Association/UAW  
Local 2071  
Belcrest Hotel, Suite 102  
5440 Cass Avenue  
Detroit, MI 48202

#### **Re: New Technology - Article 1**

Dear Ms. Martin:

This letter will serve to update a previous Letter of Agreement, dated August 20, 1980, between Mr. Heideman and Ms. Paige, wherein the parties agreed as follows:

The University and the Union recognize the introduction and expansion of electronic technology on the Wayne State Campus, including CRTs, word processing and other electronic devices.

The University hereby confirms that such equipment which has been introduced to date was not intended to eliminate bargaining unit work.

In the event that the expansion or the introduction of new technology makes skills obsolete or eliminates work currently performed by bargaining unit members, the University shall make reasonable efforts to provide mutually beneficial training programs to members of the bargaining unit to improve existing skills or to develop new skills to provide work opportunities as well as promotional opportunities to members of the bargaining unit.

Such training could take place through arrangements made by the University during regular working hours.

Very truly yours,

Brenda R. Malone  
Contract Administrator

This conforms to our agreement.

Elois Martin, President  
WSU Staff Association/UAW

**Supplemental Letters of Agreement #4**

WAYNE STATE UNIVERSITY

August 2, 1988

Mr. Frederick Vocino, President  
WSU Staff Association/UAW  
Local 2071  
Belcrest Hotel, Suite 102  
5440 Cass Avenue  
Detroit, Michigan 48202

**Re: Research Assistants - Article 11**

Dear Mr. Vocino:

During negotiations it was agreed that 30 days after ratification of the agreement the University shall provide a list of Research Assistants, by name and location by department to UAW Local 2071 and, thereafter, every six months upon request.

Very truly yours,

Brenda R. Malone  
Assistant Vice President  
Labor Relations

This conforms to our agreement.

Frederick Vocino, President  
WSU Staff Association/UAW



## Supplemental Letters of Agreement #5

WAYNE STATE UNIVERSITY

September 19, 1990

Ms. Constance Dostie, President  
Staff Association, UAW Local 2071  
102 Belcrest Hotel  
5440 Cass Avenue  
Detroit, MI 48202

### **Re: Attendance and Performance Restrictions - Article 19**

Dear Ms. Dostie:

During the course of negotiations the University and the Union discussed attendance and performance restrictions which were applied to members of the bargaining unit with regard to the promotional opportunities.

The University agrees, during the life of this agreement, that the University will not apply attendance and performance restrictions in referrals of bargaining unit members who seek promotions or transfers.

It is further understood that this letter is not intended to require that the University refer bargaining unit members who have been suspended during a six (6) month period prior to the member's application by reason of their performance or attendance.

Very truly yours,

Bruce J. Gluski  
Labor Relations Specialist

This conforms to our agreement.

Constance Dostie, President  
Staff Association, UAW Local 2071

## Supplemental Letters of Agreement #6

### WAYNE STATE UNIVERSITY

July 29, 1986

Ms. Elois Martin, President  
WSU Staff Association/UAW  
Local 2071  
Belcrest Hotel, Suite 102  
5440 Cass Avenue  
Detroit, Michigan 48202

#### **Re: Health and Safety - Article 25**

Dear Ms. Martin:

This letter will serve to update a previous Letter of Agreement, dated August 22, 1980 wherein the parties agreed as follows:

The University, in furthering its commitment to a healthy and safe working environment for all employees, agrees to the following as it pertains to 1) Medical Examinations, 2) serious accidents and hazards, and 3) safety equipment, procedures and training.

#### 1. Medical Examinations

- 1.1 For those employees who regularly work in an area with toxic or carcinogenic chemicals, radioactive materials, biohazards or research animals, medical examinations shall be made available, if requested by the employee, on an annual basis and paid for by the University.
- 1.2 In the event that an employee develops symptoms that may relate to the chemicals, machinery, or animals used in their work environment, such employee shall be entitled to a physical examination paid for by the University.
- 1.3 In the event that there is a dispute involving the diagnosis by the University's physician and the employee's personal physician, the Union and the University shall mutually agree on a third physician whose diagnosis shall be considered final and binding on the parties. If the Employee wins, the University will pay. If the University wins, the Employee pays.

2. Any major or serious accident or hazard that occurs with regard to Health and Safety in an area utilized by bargaining unit members, shall be reported to the Union by the University. Such reports shall be accurate and complete and shall be kept on file and made available upon request to those affected by such an accident or Health and Safety hazard. If contamination involving toxic or carcinogenic substances, biohazards, radioactive materials, or physical danger have occurred, the University shall post notice of the occurrence of such hazard or contamination in convenient areas surrounding the site of the hazard or contamination.
3. Safety Equipment, Procedures and Training
  - 3.1 The University shall require the use of proper safety equipment in work areas where a Health and Safety hazard exists. The Employer shall provide training in the use of such equipment where necessary.
  - 3.2 The Employer shall provide emergency equipment, procedures and training where necessary.
  - 3.3 The University shall identify areas where Health and Safety hazards exist and post identification of such areas on site.
  - 3.4 The University shall notify the Union of requirements, procedures, postings, equipment and training, etc. as provided in the Sections 1, 2, 3 and any changes in such as they occur.

Very truly yours,

Brenda Malone  
Contract Administrator

This conforms to our agreement.

Elois Martin, President  
WSU Staff Association/UAW

## Supplemental Letters of Agreement #7

WAYNE STATE UNIVERSITY

August 22, 1980

Ms. Laura Paige, President  
WSU Staff Association/UAW  
Local 2071  
Belcrest Hotel, Suite 1101  
5440 Cass Avenue  
Detroit, Michigan 48202

### **Re: Health and Safety - Local Exhaust Ventilation - Article 25**

Dear Ms. Paige:

This letter provides an overview of the University's program for dealing with local exhaust ventilation of hazardous materials and addresses itself to the following four issues:

1. Problem with unbalanced, inadequate or misused local exhaust ventilation exists in all areas of research, particularly in the Chemistry Building, Scott Hall, the Lande Building, and Science Hall. The problems are a result of fixed ventilation and retrofitting fume hoods without increasing makeup air as well as reassigning space not intended for use by original design and imbalances due to mechanical aging, energy conservation and misuse of facilities.
2. The University will attempt to ameliorate these problems on the following priorities: correction of violations cited by federal, state or local agencies, areas where carcinogenic or other biohazardous materials are used, graduate and undergraduate research and teaching laboratories, and finally all other areas where acceptable comfort and aesthetic levels are disrupted.
3. The monitoring of each hood will include a face velocity profile, an airflow pattern through opening, a hood chamber airflow pattern, noise level, lighting intensity; drain spillage capacity and, where applicable, a main filter velocity profile and leak test. Two copies of each report will be made available to the Principal Investigator, whose responsibility it will be to disseminate this information to his or her staff.

The University anticipates completed delivery of all testing materials within the near future. However, as this equipment becomes available, the University will begin the monitoring program, and, barring any unforeseen circumstances, should complete at least five hoods a week.

Very truly yours,

Philip E. Heideman  
Assistant Vice President  
for Human Resources

This conforms to our agreement.  
Laura Paige, President  
WSU Staff Association/UAW

## Supplemental Letters of Agreement #8

WAYNE STATE UNIVERSITY

August 30, 1990

Ms. Constance Dostie, President  
WSU Staff Association/UAW Local 2071  
Belcrest Hotel, Suite 1101  
5440 Cass Avenue  
Detroit, Michigan 48202

### Re: Health and Safety - Proposed Threshold Limit Values - Article 25

Dear Ms. Dostie:

The University has reviewed the Union's proposed chemical exposure standards. The current standards (as adopted by MIOSHA) are set at a level that is at least one order of magnitude below the lowest point of exposure to which there is no discernible symptom. However, with some effort the University can meet many of the proposed lower levels; and even exceed these proposals in one class of compounds. The exceptions are not so much our inability to minimize exposure but rather the limit of sensitivity with present equipment; for, if it cannot be measured, it cannot be verified unless the University incurs additional inordinate expenses for either more accurate instrumentation or consultant services.

The following standards will be effective January 1, 1981. In the event the January effective date cannot be met, the University and the Union shall meet to discuss the plan to implement these standards.

The standards are:

	Proposed Standard	Instrumentation Sensitivity
Benzene	5 ppm	5-120 ppm
*Formaldehyde	1 ppm (C)	2-20 ppm
Phenol (skin)	5 ppm	
Carbon Tetrachloride (skin)	1 ppm	1-60 ppm
Vinyl Chloride	1 ppm (Rule 2260) TWA 0.5 ppm/8hr.	0.25-54 ppm
Arsenicals	Apply Rule 2302 MIOSHA	
Benzidine	Handling of friable material requires glove box or Class II Biohazard Cabinetry.	

Very truly yours,

Bruce J. Gluski  
Labor Relations Specialist

\*New Standard effective with  
1990-92 Agreement.

This conforms to our agreement.  
Constance Dostie, President  
WSU Staff Association/UAW

**Supplemental Letters of Agreement #9**

WAYNE STATE UNIVERSITY

July 27, 1994

Mr. Raymond Saroli, President  
WSU Staff Association/UAW  
Local 2071  
Belcrest Hotel, Suite 102  
5440 Cass Avenue  
Detroit, Michigan 48202

**Re: Christmas Closure - Article 37**

Dear Mr. Saroli:

This letter will serve to update a previous Letter of Agreement, dated September 27, 1988, wherein the parties agreed as follows:

The University shall permit Employees to utilize available personal business days, vacation days, and/or a floating holiday for the 2nd of January and 24th of December. This is provided that prior notification is made upon request and the operational needs of the Department can be met.

Very truly yours,

Bruce J. Gluski  
Contract Administrator

This conforms to our agreement.

Raymond Saroli, President  
WSU Staff Association/UAW

**Supplemental Letters of Agreement #10**

WAYNE STATE UNIVERSITY

August 29, 1980

Ms. Laura Paige, President  
WSU Staff Association/UAW  
Local 2071  
Belcrest Hotel, Suite 1101  
5440 Cass Avenue  
Detroit, Michigan 48202

**Re: Long Term Disability - Inflation Rider and Health Insurance - Article 42**

Dear Ms. Paige:

During the course of negotiations it was agreed the University shall continue to provide an amendment to its Long Term Disability Program which would provide a 3 percent inflation rider for persons on long term disability.

Further, the University has agreed to continue to provide health insurance coverage to former employees who are presently collecting long term disability benefits, and also to anyone who may qualify in the future. This coverage will be provided through a University Health Insurance Program at the same University contribution as provided to present bargaining unit employees.

Very truly yours,

Philip E. Heideman  
Assistant Vice President  
for Human Resources

This conforms to our agreement.

Laura Paige, President  
WSU Staff Association/UAW

## Supplemental Letters of Agreement #11

WAYNE STATE UNIVERSITY

August 19, 1985

Ms. Elois Martin, President  
WSU Staff Association/UAW  
Local 2071  
Belcrest Hotel, Suite 102  
5440 Cass Avenue  
Detroit, Michigan 48202

### **Re: Retiree Chapter Voluntary Check-off - Article 44**

Dear Ms. Martin:

This letter will serve to update a previous letter of Agreement, dated August 29, 1980, between Mr. Heideman and Ms. Paige, wherein the parties agreed as follows:

During the course of negotiations the University and the Union discussed voluntary dues check-off for the about-to-be-formed UAW Local 2071 Retiree Chapter.

The University agreed to make contact with TIAA-CREF and the trustee of the DSERS to assist in working out arrangements for a voluntary dues check-off method for retirees who wish to join the Local Union Retiree Chapter and want their dues deducted from their retirement check.

The University and the Union will then meet and make final arrangements in order to implement a Voluntary Check-off form and process.

Very truly yours,

Brenda R. Malone  
Contract Administrator

This conforms to our agreement.

Elois martin, President  
WSU Staff Association/UAW



**Supplemental Letters of Agreement #12**

WAYNE STATE UNIVERSITY

January 17, 1995

Mr. Raymond Saroli, President  
Staff Association, UAW Local 2071  
Belcrest Hotel, Suite 102  
5440 Cass Avenue  
Detroit, MI 48202

**Re: Article 47 (Salaries) - Hiring "Step" Maximum**

Dear Mr. Saroli:

This letter will serve to update a previous Letter of Agreement, dated September 8, 1980, between Mr. Heideman and Ms. Paige, wherein the parties agreed as follows:

It is the University's intent, when hiring employees in classifications within the jurisdiction of the WSU Staff Association/UAW, not to hire above the job rate of the appropriate salary grade.

Very truly yours,

Bruce J. Gluski  
Contract Administrator

This conforms to our agreement.

Raymond Saroli, President  
WSU Staff Association/UAW

**Supplemental Letters of Agreement #13**

WAYNE STATE UNIVERSITY

September 15, 1986

Ms. Elois V. Martin, President  
Staff Association, Local 2071  
Belcrest Hotel, Suite 102  
Campus Mail

**Re: Parking Fee**

Dear Ms. Martin:

During our recent negotiations, the parties mutually agreed that members of the bargaining unit shall not be charged a parking fee in excess of that which is uniformly charged to other employees of the University.

Very truly yours,

Brenda R. Malone  
Contract Administrator

This conforms to our agreement.

Elois V. Martin, President  
WSU Staff Association/UAW

## Supplemental Letters of Agreement #14

WAYNE STATE UNIVERSITY

August 1, 1994

Mr. Raymond Saroli, President  
Staff Association, Local 2071  
Belcrest Hotel, Suite 102  
5440 Cass Avenue  
Detroit, MI 48202

### **Re: Subcontracting**

Dear Mr. Saroli:

During these negotiations, the University expressed the need to subcontract certain work for the following reasons, i.e., special short term projects (not to exceed six (6) months in duration), or work which cannot be performed by existing bargaining unit personnel who do not have the immediate skills required.

The Union expressed their concerns as to job security, erosion, potential growth of the bargaining unit and training as related to subcontracting.

Therefore, it is agreed that it is not the intention of the University to erode, prevent growth of the bargaining unit, jeopardize job security or refrain from training bargaining unit personnel due to subcontracting. It is further agreed that instances of subcontracting must meet the criteria of this letter of understanding, that there shall be no layoffs as a result of said outside contracting.

Notwithstanding the foregoing, nothing in this Agreement shall prevent the University from outsourcing the work at such future child care center(s) as it may create (for its students and employees). Staff Association shall have no claim to employees/ persons performing work at such center(s). However, should the University run such center(s) for its students and employees internally, then the Union shall have such work as is covered by its recognition language and classification listing.

Very truly yours,  
Bruce J. Gluski  
Contract Administrator

This conforms to our agreement.  
Raymond Saroli, President  
WSU Staff Association/UAW

**Supplemental Letters of Agreement #15**

WAYNE STATE UNIVERSITY

September 8, 1988

Mr. Frederick Vocino, President  
Staff Association Union, Local 2071  
Belcrest Hotel, Suite 102  
CAMPUS MAIL

**Re: Observance of Martin Luther King's Holiday**

Dear Mr. Vocino:

During the course of our recent negotiations, discussions were held regarding the above captioned subject matter.

While Martin Luther King's birthday is not a recognized University holiday under Article 37, the University agrees to honor all requests from Employees who may desire to utilize the floating holiday, vacation days, or personal days to observe said holiday.

Sincerely,

Brenda R. Malone  
Assistant Vice President  
Labor Relations

This conforms to our agreement.

Frederick Vocino, President  
Staff Association Union/UAW

## Supplemental Letters of Agreement #16

WAYNE STATE UNIVERSITY

September 6, 1988

Mr. Frederick Vocino, President  
UAW LOCAL 2071  
Belcrest Hotel, Suite 102  
5440 Cass Avenue  
Detroit, MI 48202

### Re: Ergonomics in the Work Place

Dear Mr. Vocino:

The University acknowledges that new equipment and its relation to Employee health and safety are of concern to the Union. To that end, the University encourages its departments to consider items such as the following when planning equipment purchases:

1. Video Display Terminals (VDTs) - Screens which tilt up and down and side to side; noise control covers on printers; detachable keyboards; glare-free screens; character size greater than 3mm; dot matrix greater than 5 x 7; character refreshment rates greater than 60 times per second; readily adjustable contrast controls; matte surfaces and exhaust ventilation.
2. Office Furnishings - Adjustable furnishings for height, back support and tension. Armrests for chairs and five-pronged bases.

Additionally, the University agrees to meet with the Union upon request, in an effort to address any concerns that may arise in this area.

Sincerely,

Brenda R. Malone  
Assistant Vice President  
Labor Relations

This conforms to our agreement.  
Frederick Vocino, President  
Staff Association, UAW Local 2071

**Supplemental Letters of Agreement #17**

WAYNE STATE UNIVERSITY

September 4, 1986

Ms. Elois Martin, President  
Staff Association, Local 2071  
Belcrest Hotel, Suite 102  
CAMPUS MAIL

**Re: Health & Safety**

Dear Ms. Martin:

In meeting its goal of providing a safe and healthy work environment for all employees, the University will continue to comply with all applicable Federal and State statutes.

Furthermore, the Union, through its Health & Safety Representative, will be provided access to Material Safety Data Sheets as well as other materials relating to hazard communication.

Questions or concerns as to the University's compliance will be the proper subject of a special conference.

Sincerely,

Brenda R. Malone  
Contract Administrator

This conforms to our agreement.

Elois V. Martin, President  
WSU Staff Association/UAW

**Supplemental Letters of Agreement #18**

WAYNE STATE UNIVERSITY

September 10, 1986

Ms. Elois V. Martin, President  
Staff Association, Local 2071  
Belcrest Hotel, Suite 102  
CAMPUS MAIL

**Re: Shift Preference**

Dear Ms. Martin:

During the course of negotiations the parties thoroughly discussed the concept of shift preference when shifts such as those currently existing in the Department of Public Safety or the Computing Services Center are established.

Accordingly, the University agrees that when permanent shifts are established or an opening arises on a shift (excluding rotating shifts), Employees may be placed in the opening within their classification on such shifts on the basis of their bargaining unit seniority and their ability to perform the duties of the available position. Employees may exercise shift preference for such an opening only one (1) time within a twelve (12) month period.

Very truly yours,

Brenda R. Malone  
Contract Administrator

This conforms to our agreement.

Elois V. Martin, President  
WSU Staff Association/UAW

## Supplemental Letters of Agreement #19

WAYNE STATE UNIVERSITY

September 17, 1986

Ms. Elois V. Martin, President  
Staff Association, Local 2071  
Belcrest Hotel, Suite 102  
CAMPUS MAIL

### **Re: Summer (June-August) Michigan Youth Corps Program**

Dear Ms. Martin:

In recognition of the social goals to be obtained through the utilization of the Summer (June-August) Michigan Youth Corps Program, and in recognition that said Program has been previously instituted at the University, the parties mutually agree to participate in said Program in the future, provided that the University abides by the following:

- 1) Participants under the Summer (June-August) Michigan Youth Corps Program shall be utilized in strict accordance with the guidelines of the establishing Act and/or Statute.
- 2) No participant under the Summer (June-August) Michigan Youth Corps Program will be used to displace a currently employed UAW Local 2071 member or jeopardize the contractual recall rights of Local 2071 members.
- 3) Prior to the assignment of participants under the Summer (June-August) Michigan Youth Corps Program the Union shall be informed of their utilization and the assignments thereof.

Very truly yours,

Brenda R. Malone  
Contract Administrator

This conforms to our agreement.

Elois V. Martin, President  
WSU Staff Association/UAW



## Supplemental Letters of Agreement #20

WAYNE STATE UNIVERSITY

September 19, 1988

Mr. Frederick Vocino, President  
Staff Association, Local 2071  
Belcrest Hotel, Suite 102  
CAMPUS MAIL

### **Re: Part-time Employees**

Dear Mr. Vocino:

During the course of negotiations the Union raised concerns regarding the use of Part-time Employees.

The University agrees to abide by the terms of the contract (Article 15) and correct any problems wherein the one-thousand one hundred twenty five (1,125) hour limitation is exceeded by means, such as the alternating of payroll accounts, the changing of an employee to or from Student Assistant status, and the successive use of part-time employees in the same position within the fiscal year for the purpose of exceeding such-contractual limitation.

It is understood that Part-time Employees are intended for use in cases of temporary or short-term operational needs, for example: filling in for bargaining unit Employees on leave; the filling of a vacant position pending placement; peak work loads or similar operational needs.

It is not the University's intent to utilize Part-time Employees in a manner that would adversely affect the level of bargaining unit Employees. Accordingly, the University agrees to provide the Union, upon request, information on any Part-time Employees including a description of the circumstances under which the Employees were hired, the date the Employee is expected to be discontinued and the nature of the work performed. As well, the University agrees to meet with the Union on a quarterly basis to review areas of concern to the Union where it may appear that Part-time Employees are being used in a fashion that is contrary to this Letter of Agreement.

Very truly yours,  
Brenda R. Malone  
Assistant Vice President  
Labor Relations

This conforms to our agreement.  
Frederick Vocino, President  
Staff Association, UAW Local 2071

## Supplemental Letters of Agreement #21

### WAYNE STATE UNIVERSITY

August 30, 1988

Mr. Frederick Vocino, President  
Staff Association, Local 2071  
Belcrest Hotel, Suite 102  
CAMPUS MAIL

#### **Re: Classifications**

Dear Mr. Vocino:

In as much as the University and the Union agree that 1) classification descriptions, although not intended to be a complete list of all duties and responsibilities, should accurately define the general scope of the classification, including the level of knowledge, skill and training required to perform the duties and responsibilities assigned to a job classification and 2) that job classifications should be in an appropriate salary grade based upon these same criteria, the University hereby agrees as follows:

- An Employee who legitimately believes that his/her assigned job classification is inappropriate, may submit a position description questionnaire to the Department of Classification and Compensation, Division of Human Resources;
- The University shall then make a determination as to the appropriate classification of the position on the basis of the questionnaire and/or a job audit;
- The Department of Classification and Compensation shall provide written notification as to the determination to the Department and the Employee;
- If a decision is made by the University to reclassify an Employee, it is understood that such reclassification shall be effective as of the date on which the completed position description questionnaire was submitted to the Department of Classification and Compensation and further, it shall be done at no charge to the Union;
- In the event of a dispute between the Union and the University over any alleged misclassification, the Union may enter the dispute into the third step of the grievance procedure.

Very truly yours,

Brenda R. Malone  
Assistant Vice President  
Labor Relations

This conforms to our agreement.  
Frederick J. Vocino, President  
Staff Association, UAW Local 2071

**Supplemental Letters of Agreement #22**

WAYNE STATE UNIVERSITY

September 9, 1988

Mr. Frederick Vocino, President  
Staff Association, Local 2071  
Belcrest Hotel, Suite 102  
CAMPUS MAIL

**Re: Overpayments**

Dear Mr. Vocino:

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.

It is understood that, following notice to the employee, and where no dispute exists as to the overpayment or as to the amount owing, the University may recoup the overpayment by deducting up to fifteen percent (15%) of the employee's gross bi-weekly pay until the overpayment has been paid. Nothing contained in this letter shall preclude the parties from making alternate arrangements to repay the amount owing.

Very truly yours,

Brenda R. Malone  
Assistant Vice President  
Labor Relations

This conforms to our agreement.

Frederick J. Vocino, President  
Staff Association, UAW Local 2071

**Supplemental Letters of Agreement #23**

WAYNE STATE UNIVERSITY

September 8, 1988

Mr. Frederick Vocino, President  
Staff Association, Local 2071  
Belcrest Hotel, Suite 102  
CAMPUS MAIL

**Re: Child Care Information**

Dear Mr. Vocino:

Pursuant to University Board of Governors' Official Proceedings, a child care information service is maintained by the Division of Student Affairs to assist students in identifying available child care services. As long as this information continues to be provided by the Division of Student Affairs, it will be made available to Employees represented by the Union. Interested Employees may receive such information by contacting their Union or the Department of Personnel, Human Resources Division. As well, such information will be made available to new Employees through the 'New Employee Orientation Program.'

Very truly yours,

Brenda R. Malone  
Assistant Vice President  
Labor Relations

This conforms to our agreement.

Frederick J. Vocino, President  
Staff Association, UAW Local 2071

## Supplemental Letters of Agreement #24

WAYNE STATE UNIVERSITY

August 2, 2001

Ms. Judy McClusty, President  
Staff Association, Local 2071  
Belcrest Hotel  
Suite #102  
5440 Cass  
Detroit, MI 48202

### **RE: Special Bonus Payments**

Dear Ms. McClusty:

This letter serves to update a previous Letter of Agreement, dated October 23, 1992, between Ms. Gail Wilson and Theresa Bullock.

During the course of these negotiations, the union and the University discussed bonus payments. The following was agreed upon:

Bonus payments may be made to bargaining unit employees in accordance with the university Bonus Award Program.

In addition, departments may award a bonus from department level funds at the discretion of the department head. The bonus shall be provided not more than once yearly to employees who have completed their first six months probationary period. (A bonus, as that term is used in this Agreement, shall not be to base salary, does not include University retirement savings contributions and is non-grievable.) By courtesy copy to the Union, the Union shall be notified of such bonus payments in any department-level notification to the employee.

Respectfully,

Bruce J. Gluski  
Director of Labor Relations

This conforms to our Agreement.

Judy McClusty, President  
Staff Association

**Supplemental Letters of Agreement #25**

WAYNE STATE UNIVERSITY

October 23, 1992

Mr. Raymond Saroli, President  
Staff Association, Local 2071  
Belcrest Hotel  
Suite #102  
5440 Cass Avenue  
Detroit, MI 48202

**Re: ADA Compliance**

Dear Mr. Saroli:

The parties are mindful that there may be potentially conflicting collective bargaining provisions and may not be determinative of their obligations under ADA. Accordingly, as the need arises, the parties will confer to recommend solutions to ADA concerns, as these relate to administering the terms of the bargaining agreement.

Respectfully,

Bruce J. Gluski  
Contract Administrator

This conforms to our Agreement.

Raymond Saroli, President  
Staff Association, UAW Local 2071

## Supplemental Letters of Agreement #26

WAYNE STATE UNIVERSITY

August 1, 1994

Mr. Raymond Saroli, President  
Staff Association, Local 2071  
Belcrest Hotel  
Suite #102  
5440 Cass Avenue  
Detroit, MI 48202

### **Re: Attendance Expectations**

Dear Mr. Saroli:

The parties agree that absenteeism and tardiness can significantly disrupt service and shift work unfairly on co-workers. It is reasonable to expect employees to be promptly at their work sites, ready to work at the designated times.

The parties reaffirm the already existing rights under the contract for the Employer to implement and enforce attendance standards. Such attendance standards may include specifying required documentation for absence. The parties also acknowledge the Union's right to grieve employee challenged instances of alleged unjust discipline on attendance matters.

Finally, the parties recognize that innovative, positive and possible joint approaches to promoting good attendance may warrant study and limited trials. Such trials may not be appropriate University-wide, but whereas certain schools, divisions and colleges may institute an attendance incentive program, it is agreed that all represented employees will be treated equally and governed by the same policy and procedures.

Very truly yours,

Bruce J. Gluski  
Contract Administrator

This conforms to our agreement.

Raymond Saroli, President  
WSU Staff Association/UAW

**Supplemental Letter of Agreement #27**

WAYNE STATE UNIVERSITY

August 1, 1994

Mr. Raymond Saroli, President  
Staff Association, Local 2071  
Belcrest Hotel  
Suite #102  
5440 Cass  
Detroit, MI 48202

**Re: Evaluations and Discipline**

Dear Mr. Saroli:

The Union has expressed concern regarding the practice of some departments using members of the bargaining unit to evaluate or even discipline fellow bargaining unit members.

Mindful of this concern, the Parties have agreed such practices are inappropriate. While members of the bargaining unit may have functional supervision (the assignment of work to lower classified employees) over other bargaining unit employees, this limited supervisory function does not include evaluations and discipline. Such responsibility is vested in supervisors who are either represented by another bargaining unit or are unrepresented.

It may be appropriate to solicit opinions regarding the performance of functionally supervised employees from their work leaders in order to make evaluations. However, it is not appropriate for those exercising functional supervision to complete formal evaluation forms and sit in on performance reviews of fellow bargaining unit members.

Respectfully,

Bruce J. Gluski  
Contract Administrator

This conforms to our Agreement.

Raymond Saroli, President  
Staff Association



**Supplemental Letter of Agreement #28**

WAYNE STATE UNIVERSITY

August 1, 1994

Mr. Raymond Saroli, President  
Staff Association, Local 2071  
Belcrest Hotel  
Suite #102  
5440 Cass  
Detroit, MI 48202

**Re: Smoking Policy**

Dear Mr. Saroli:

Effective May 4, 1994, University buildings, structures, immediate entrances thereto, and its vehicles, shall be smoke-free. To help smoking employees quit, during the first year of implementation, the University will periodically offer smoking cessation programs.

Employees shall be charged \$37.50 of the \$75.00 cost for their first participation in the smoking cessation programs. Furthermore, they may attend their first schedule of such sessions on University time, providing they would have been scheduled then for work. The entire fee and their time cost to attend any subsequent schedule of smoking cessation programs shall be the responsibility of the employee. Employees may utilize available personal time and vacation time to attend any subsequent schedule of programs.

Respectfully,

Bruce J. Gluski  
Contract Administrator

This conforms to our Agreement.

Raymond Saroli, President  
Staff Association

**Supplemental Letters of Agreement #29**

WAYNE STATE UNIVERSITY

August 1, 1994

Mr. Raymond Saroli, President  
Staff Association, Local 2071  
Belcrest Hotel  
Suite #102  
5440 Cass  
Detroit, MI 48202

**Re: Training and Development**

Dear Mr. Saroli:

Based upon substantial discussion during these negotiations regarding the Union's concern as to the availability of training and in-house education, the University agrees that, to the extent that operational needs and financial resources permit, requests of Employees to attend seminars that specifically relate to their duties as well as on-site training should be considered and encouraged.

Respectfully,

Bruce J. Gluski  
Contract Administrator

This conforms to our Agreement.

Raymond Saroli, President  
Staff Association

**Supplemental Letters of Agreement # 30**

WAYNE STATE UNIVERSITY

July 26, 1996

Ms. Theresa D. Bullock, President  
WSU Staff Association  
UAW Local 2071  
Belcrest Hotel, Suite, 102  
5440 Cass Avenue  
Detroit, Michigan 48202

**Re: Family & Medical Leave Act**

Dear Ms. Bullock:

During the course of negotiations, the parties discussed application of the Family & Medical Leave Act. The Employer recognizes its responsibility for implementing the act in accordance with all rules and regulations as provided under the law.

Very truly yours,

Gail M. Wilson  
Contract Administrator

This conforms to our agreement.

Theresa D. Bullock, President  
WSU Staff Association/UAW

**Supplemental Letters of Agreement #31**

WAYNE STATE UNIVERSITY

November 16, 2001

Judy McClusty, President  
WSU Staff Association  
UAW Local 2071  
Belcrest Apartments, Ste 102  
5440 Cass Avenue  
Detroit, MI 48202

**Re: Health Care and Child Care Study Committees**

Dear Ms. McClusty:

During the calendar year 2002, two representatives from Staff Association may join the University designated representatives to participate in a study committee on Retiree Health Care. This committee shall meet for up to four two-hour sessions to develop a report to the Executive Vice President who has Benefits administration responsibility. There may be additional meetings by mutual agreement.

The same format shall apply for studying the child care needs of Staff Association employees.

Sincerely,

Bruce J. Gluski, Director  
Labor Relations

This conforms to our Agreement.

Judy McClusty, President  
Staff Association, UAW Local 2071

## **Supplemental Letters of Agreement #32**

### **WAYNE STATE UNIVERSITY**

November 16, 2001

Judy McClusty, President  
WSU Staff Association  
UAW Local 2071  
Belcrest Apartments, Ste 102  
5440 Cass Avenue  
Detroit, MI 48202

#### **Re: Human Resources Division Testing and Training Determinations**

Dear Ms. McClusty:

The following additional principles govern promotions and training:

- 1.) The University will provide the Union 60 days advance notice of any cut-score modifications to the testing. To establish a new sub-part would require Union concurrence.
- 2.) Employment services shall determine the procedures for test taking, including but not limited to procedures related to re-taking all or part of the test when the employee did not pass.
- 3.) The Assistant Vice President of Human Resources, or designee, shall determine whether a course meets the criteria for the \$20,000 one-time fund for training that is external to Wayne State. The Assistant Vice President, or designee, shall also develop reimbursement and prior approval procedures.

Sincerely,

Bruce J. Gluski, Director  
Labor Relations

This conforms to our Agreement.

Judy McClusty, President  
Staff Association, UAW Local 2071

## Supplemental Letters of Agreement #33

WAYNE STATE UNIVERSITY

March 9, 2006

Ms. Judy McClusty, President  
Staff Association Union  
UAW, Local 2071  
Belcrest Hotel, Suite 102  
5440 Cass Avenue  
Detroit, MI 48202

**Re: Participation in Modified Performance Appraisal Program**

Dear Ms. McClusty:

The parties hereby agree that either party may request, at any time during the 2005-2009 contract, to open inclusion discussions on the modified WSU Performance Appraisal Program.

Sincerely,

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

This conforms to our agreement.

Judy McClusty, President, Staff Association, UAW Local 2071

**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**

Dear Mr. Wright:

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

**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



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