

WSU & AFSCME Council 25, Local 1497
Collective Bargaining Negotiations

Collective Bargaining Agreement Changes - 2005

(Ratified by AFSCME Local 1497 on 2/10/06)

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

#1

- ◆ Three Year Agreement (2005-2008)

#2

Article 1.E Classroom Attendants Duties

Classroom Attendants:

Classrooms

Current duties plus sweeping, emptying trash, changing lights (Classrooms only), spot mopping and vacuuming.

Restrooms

~~Restroom duties will be limited to, picking up trash, emptying wastebaskets, spot mopping and replenishing supplies (if necessary).~~ **Restroom duties shall include the full cleaning of restrooms, which will include but not limited to, the cleaning, sanitizing, and full sweeping and mopping. The additional duties shall not result in the temporary or permanent layoff, the dismissal, or a reduction in regular staffing of any present bargaining unit employees.**

Other

Current areas plus stairwells and lounges.

#3

Article 7 “Definition of a Grievance; development of facts”

Step 2.

Step 2. In the event the grievance is not settled orally by the Foreman/Supervisor, the Steward shall be notified without undue delay and the grievance shall be put in writing on forms supplied by the Employer and submitted to the Director of the Unit involved or his/her designated representative. The grievance shall be signed by the aggrieved Employee or, in the case of a group grievance, by the Steward and by the aggrieved Employee representing the group, and shall set forth **the date(s) of the alleged infraction**, the nature of the grievance, adjustment sought, and facts necessary to support the grievance. A group grievance shall state the specific group which is aggrieved. **Each party’s representative shall be responsible for making certain that all relevant facts and contentions, that are available at the time, have been developed and considered by Step 2.** The Director or his/her designated representative shall give his/her written disposition on the grievance to the Steward within five (5) working days.

#4

◆ **ARTICLE 10 Seniority (New section J)**

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

#5

Article 21 Medical Insurance and Group Life (Plan Flexibility)

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

1. 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.

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 four HMO/PPO's plus an additional \$7.50 per month subsidy for family coverage.

Effective March 1, 2003, for at least the life of this Agreement, there shall be the following modifications:

- a) A \$10.00 co-pay on office visits
 - b) \$5.00/\$10.00 co-pay for prescription drugs.
 - c) A mail order prescription drug option.
2. An Employee wishing coverage must make application within the first month of employment. An Employee who fails to do so may be required to wait until an open enrollment period depending upon the requirements of the individual plan.

Employees are eligible for coverage beginning the first day of the month coinciding with or next following the date of employment.

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 health insurance plan (i.e. coverage under a spouse's or 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 One Hundred Dollars (\$100.00) per month in lieu of medical insurance coverage.

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, domestic partner, or other person with whose insurance plan the Employee maintains coverage and
2. The Employee's divorce from his/her spouse, or separation from his/her domestic partner and the Employee maintained coverage under his/her spouse's or domestic partner's medical insurance.

Where one of the exceptions listed above (death, divorce or separation) 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.

-- **ARTICLE 21.A - New Paragraph:**

EQUIVALENT COVERAGE Medical insurance is available to members of the bargaining unit through contracts and agreements with various insurance carriers selected by the University. 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, or better than the substituted coverage, 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.

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.

#6

ARTICLE 21 - Medical Insurance & Group Life (Vision Care Coverage)

- C. VISION CARE INSURANCE** Effective on the first day of the first full month following ratification of this Agreement (2005), 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. Effective January 1, 2006, and thereafter, the University shall subsidize the cost, at the rate of 50%.

#7

ARTICLE 25 Job Assignments (New Section D)**Actual Language:**

- D. The University, acting through the division of Human Resources and the Labor Relations office, may permanently modify upward the base salary for a job classification upon 15 days notice to the union. This shall not change any other terms of the agreement.**

#8

- ◆ Re: **Proposed New Letter of Agreement #21** to pay Mail Clerks 20 cents more per hour. Roll into base hourly pay.

Language:

“Though it has been the practice in the past, there is no document in place that mandates that WSU Mail Room Clerks are to be paid an extra 44 cents per hour when they are driving a University vehicle. The University has observed that practice. The job classification description of the Mail Clerk lists among its minimum qualifications: Possession and maintenance of a valid Michigan vehicle operator’s license and satisfactory driving record as determined by University policy.” The ability to drive is part of the position. Driving has been factored into the hourly pay rate of other WSU job classifications, and the Mail Clerk classification should be no different. The practice of computing hourly liability has become a hardship on the University, and it will be discontinued as indicated by the following. It is agreed that rather than continue to calculate each time/hour a Mail Clerk has driven, that all current Mail Clerks will receive a one-time-only increase of an additional 20 cents an hour, across the board, effective November 7, 2005. This increase is separate and aside from any other union-wide negotiated across-the-board increases received by AFSCME.”

#9

Comment: Updated to reflect current policy...**ARTICLE (38) 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.

The Tuition Assistance Program will provide eligible Employees with payment of the tuition, registration and omnibus fees. Other incidental fees such as lab fees, etc., which may be charged are the responsibility of the Employee.

- B. Failure to meet and maintain the eligibility requirements for tuition assistance will result in benefit forfeiture. Failure to submit an application for tuition assistance and/or the reduced tuition benefit for spouses, domestic partners, and children before the end of the semester will forfeit eligibility under the program for that semester.

- C. The application forms will be available at the ~~Benefits Administration~~ **Total Compensation & Wellness** Office, as well as eligibility requirements and any additional information that may be necessary. To assure that Employees are not assessed late fees, participating Employees must file their application with the ~~Benefits Administration~~ **Total Compensation & Wellness** Office no later than the first day of the semester.

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

E. Eligibility:

1. All full-time salaried Employees on the Wayne State University payroll as of the last day of ~~Final~~ **Open** Registration. It will be the responsibility of the Dean or Division Head to verify eligibility.
2. College admission requirements must be met.
3. Applications must be submitted prior to the end of the semester for which tuition assistance is requested.
4. Courses must be taken after normal working hours unless the Dean/Division Head verified:
 - 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.)

5. 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 courses 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. "I" and "Y" grades must be resolved within two (2) semesters beyond the semester in which the grade was earned. Failure to remit the proper amount will render the Employee ineligible for continued participation in the Tuition Assistance Program.

New section "F"

- F. **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.

#10

Article 43

The rate for Classroom Attendants shall be increased by 20 cents per hour (from the rate in effect as of 10/01/05), effective on 10/01/05.

Economics:

<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>
2.0% ATB Retroactive to 10/01/05	2.0% ATB	2.0% ATB, w/ a .5% bonus (not to base)

There are no other negotiated AFSCME contractual changes beyond those listed.

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