

**COLLECTIVE  
AGREEMENT**

**Between**

**WAYNE STATE UNIVERSITY**

**and**

**MICHIGAN  
AFSCME  
COUNCIL 25**



**LOCAL #1497, AFSC&ME, AFL-CIO**

**Effective October 1, 2005 - September 30, 2008**



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## **PREFACE**

The Board of Governors of Wayne State University and Local 1497 of the American Federation of State, County and Municipal Employee's Union (AFL-CIO) recognize their moral and legal responsibilities under Federal, State and Local laws.

The University and the Union recognize the moral principles involved in the area of civil rights and fair employment practices and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color, sex, age or national origin.

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.

## **AGREEMENT**

This Agreement is entered into between the Board of Governors of Wayne State University (hereinafter referred to as the "Employer") and Local 1497 and Michigan Council No. 25 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

## **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depends 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. Pursuant to the power and authority of the Employer under the Michigan Constitution of 1963, the Employer does hereby recognize the Union as the exclusive bargaining 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 Employees of the Employer included in the Bargaining Unit described below:
1. Laborer, Handyman, Tree Trimmer, Groundskeeper.
  2. Custodian.
  3. Athletic, Intramurals and Recreation Attendant I, Athletic, Intramurals and Recreation Attendant II.
  4. Vehicle Operator, and Heavy Equipment Operator.
  5. Mail Clerk, Mail Driver/Leader, Mail Clerk/Leader.
  6. Laboratory Animal Aide, Laboratory Animal Technician I, Laboratory Animal Technician II, Laboratory Animal Transportation Technician, Laboratory Animal Leader.
  7. Parking Facility Security Attendant.
  8. Lighting Maintenance Technician.
  9. Classroom Attendant.
  10. Parking Cleaning Attendant.
- B. Additional appropriate units may be added when a majority of the Employees in such units indicate in writing their willingness to join the Union.
- C. Excluded from this Bargaining Unit are the following:
1. Student Assistants
    - a) However, the hiring or placement of Student Assistants shall not result in the temporary or permanent layoff, the dismissal, or a reduction in regularly scheduled working hours of any present Bargaining Unit Employee. Student Assistants shall not act in a supervisory capacity over full-time Employees; however, they may relay instructions.

2. Supervisory Employees
  - a) Foremen, Supervisors, and Employees in classifications not covered by this Agreement shall not displace or replace regular Employees except as necessary to fill work assignments necessitated by appropriate notification of Employee absence.
- C. 3. Temporary Employees
  - a) Such Employees work to meet the requirements of the University that may be occasioned by leaves of absence, extended illnesses, or other short-term staffing problems which may necessitate the utilization of a Temporary Employee.
  - b) A Temporary Employee in a position within any classification represented by the bargaining unit, will not work more than 1,000 hours per fiscal year. Exceptions to this limitation may be made by mutual agreement between the University and the Union.
  - c) The hiring or placement of Temporary Employees shall not result in the temporary or permanent layoff, the dismissal, or a reduction in regular scheduled working hours of any present Bargaining Unit Employee.
  - d) The University will provide on a quarterly basis, the location and specific reason for the placement of each temporary employee performing work within the bargaining unit.

The University will provide on a monthly basis to the Local Union President, the name, date of hire, location, rate and hours worked of Temporary Employees (Technicians).
4. Administrative, Academic and Professional Employees.
5. All other Employees who are members of other Bargaining Units.
- D. The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group to undermine the Union.
- E. This Agreement shall extend automatically to all Employees of the University who perform the same duties as those Employees covered in this Agreement except those that are covered by a now existing Agreement with other Unions.

Classroom Attendants:

**Classrooms**

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

**Restrooms**

Restroom duties shall include the full cleaning of restrooms, which will include 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.

Parking Cleaning Attendants:

The classification of parking cleaning attendant (PCA) may be established by the University. If established, PCA's shall make \$0.50 more than a classroom attendant. PCA's may operate power cleaning and maintenance equipment, including but not limited to vehicles, sweep stairs, clean all areas of structures, police/maintain lots for trash pick-up and weed growth. PCA's shall maintain all aspects of parking structure floors, offices, and restrooms.

**ARTICLE (2) UNION SECURITY**

To the extent that laws of the State of Michigan permit it is agreed that:

- A. During the term of this Agreement every Employee in this Bargaining Unit may at his/her option elect to pay Union dues, or shall, as a condition of employment, pay to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union.
- B. An Employee in the Bargaining Unit who shall tender a service fee equivalent to the amount of dues uniformly required of a member and who is not more than sixty (60) days in arrears shall be deemed to meet the condition of this section.
- C. Employees in the Bargaining Unit shall be required as a condition of employment to tender their service fee equivalent to the amount of dues, on or before the 10th day after the 30th day following the beginning of their employment.
- D. The Employer shall be notified in writing by the Union of any Employee who is more than sixty (60) days in arrears in such payment as elected in (A) above.
- E. The Union shall indemnify and save the University harmless from any and all claims, demands, suits, or any other action arising from this Article or Article (5), or from complying with any request for termination under this Article.

### **ARTICLE (3) 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, discharge, or demote Employees for just cause subject, however, to the Employee's or the Union's right to bring a grievance if any provision of the Agreement is violated by the exercise of such management function. All rights, powers, and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.
- 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. The Union, therefore, agrees that it will cooperate with the Employer to assure a fair day's work on the part of its members.

### **ARTICLE (4) UNION RIGHTS**

- A. In the event of a dispute involving the placement of a new job classification in the unit, the Union shall have the right to negotiate the matter. Failing to reach agreement, the Union shall have recourse to the proper step of the grievance procedure.
- B. The Union will be notified by the Employer at least ten (10) calendar days in advance of any major change in present policies regarding wages, hours, and working conditions, except that position and/or assignment changes made pursuant to the bidding procedure enumerated in Article 25 (Job Assignments) shall require only a five working day notice to the Union. For all other changes a meeting will be arranged, if requested, to discuss the changes with the appropriate representatives of the Employer. In the event the Union does not agree with the results of the meeting, the Union may file a grievance at Step 4 of the grievance procedure.

### **ARTICLE (5) COLLECTION OF UNION DUES OR SERVICE FEE**

- A. Payment by Check-off: Members of the Bargaining Unit shall tender their Union Dues or a Service Fee equivalent to the amount of dues uniformly required of members of the Union by signing an authorization for Service Fee check-off form.
- B. Check-off Form: During the life of this Agreement and in accordance with the terms of the authorization for Union Dues or Service Fee check-off form, the Employer agrees to deduct Union Dues or Service Fee equivalent to the amount of dues uniformly required of members of the Union from the pay of each member of the Bargaining Unit who executed the form.

- C. The Employer shall not be responsible for checking off or collecting Union Dues or Service Fee during periods of leaves of absence for which the Employee received no pay from the Employer.
- D. It shall be the duty of the Employer at the time of hire to provide the Employee with the Check-off Form and inform the Employee of his/her responsibility to pay a Service Fee.
- E. The Employer shall notify the Union within ten (10) days of any Employee hired, rehired, reinstated, or transferred into the Bargaining Unit, and will furnish the Union, no later than the tenth (10th) of the month a listing of all Union Dues or Service Fees deducted for the previous month showing the name, file number, pay code, and amount deducted from all members of the Bargaining Unit, including additions and deletions since the last listing with explanation of changes.
- F. The Employer shall not be liable to the Union by reason of the requirements of this section for the remittance or payments of any sum other than that constituting actual deductions made from wages earned by Employees.

#### **ARTICLE (6) UNION REPRESENTATIVES**

- A. Employees in the following classifications may be represented by one (1) Steward, or Alternate Steward, on each shift in each major building who shall be a regular Employee working on that shift in one of the group classifications listed below. It is recognized that there may be grievances where Employees are not represented by a Building Steward and which will require that a Steward may represent Employees widely distributed over one of the four University campuses. The authority of a Steward, or Alternate Steward, is limited to his/her own area of jurisdiction only.
  - 1. Tree Trimmer, Groundskeeper, Vehicle Operator, Heavy Equipment Operator, Laborer, and Handyman
  - 2. Custodian, Classroom Attendant.
  - 3. Athletic, Intramurals and Recreation Attendant I, Athletic, Intramurals and Recreation Attendant II.
  - 4. Mail Clerk, Mail Driver/Leader, Mail Clerk/Leader.
  - 5. Laboratory Animal Aide, Laboratory Animal Technician I, Laboratory Animal Technician II, Laboratory Animal Transportation Technician, Laboratory Animal Leader.
  - 6. Parking Facility Security Attendant, Parking Cleaning Attendant

7. Lighting Maintenance Technician.

- B. Stewards, Alternate Stewards, and Grievance Committee members shall suffer no loss of time or pay for time necessarily lost from their regularly scheduled working hours while investigating and presenting grievances as provided in the grievance procedure. It is expressly understood that in no event shall any Union representative leave work for grievance purposes as provided in the grievance procedure without first notifying and obtaining supervisory approval. The Supervisor must be provided with the purpose, location, and approximate time (if possible) and such time off shall not be beyond reasonable limits. The supervisor will grant permission to leave subject to exceptions for operational difficulties and emergencies, provided grievance time limits will be extended as necessary where such persons are prevented from fulfilling their responsibilities.
- C. No Union member will be denied Union representation unless an operational difficulty or emergency arises. Under these circumstances, the grievance time limits will be extended per the contract.
- D. The Union will provide the University with a current list of Stewards, Alternate Stewards, and members of the Grievance Committee. The Union will not ask the University to recognize any Union representative who is not included on such a list.
- E. An Employee, and the Union representative from the same shift, required to remain after their regularly scheduled working hours to meet with representatives of the University to adjudicate grievances at Step 3 of the grievance procedure will be paid their regular rate for such time.
- F. The Grievance Committee shall consist of five (5) members, two (2) of whom shall be Employees on the midnight shift and shall represent Employees on that shift. The number of Union representatives at grievance meetings shall continue to be limited as provided in Article (7), Grievance Procedure.

**ARTICLE (7) GRIEVANCE PROCEDURE**

- A. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the following manner:
- B. In presenting a grievance, the following successive steps must be followed until the grievance is settled:

**Step 1.** Any Employee having a grievance, or one designated member of a group having a grievance after first having notified the Foreman/Supervisor of his/her grievance, may at his/her option discuss the matter directly with his/her Foreman/Supervisor or request that his/her Steward be called for the purpose of attempting to adjust the grievance.

**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.

**Step 3.** If the grievance is not resolved at Step 2, it shall be presented by the Union to Department of Labor Relations or its designee within five (5) working days of the receipt of the appeal. Representative of the University not to exceed three (3) in number, shall meet with the Union's representatives, not to exceed three (3) in number. A written disposition of the hearing shall be submitted to the Union within five (5) working days following the meeting. Additional persons may be present by mutual agreement.

**Step 4.** If the grievance has not been resolved in the foregoing steps and the Union desires to carry it further, the matter may thereupon be referred to a Pre-arbitration Hearing by appealing the grievance within five (5) working days of the answer given at Step 3. The Pre-arbitration Hearing shall be held within ten (10) working days after the appeal or as mutually agreed. The Pre-arbitration Committee shall consist of two (2) representatives selected by the Employer and two (2) representatives selected by the Union. The grievant or one designated member of a group may also be present. In the event the Pre-arbitration Committee is unable to arrive at a mutually acceptable solution and the grievance is not resolved, the grievance may be submitted to arbitration under the Voluntary Labor Arbitration Rules, then obtaining, of the American Arbitration Association pursuant to Section C. below. A written disposition will be given to the Union within five (5) working days following the Pre-arbitration Hearing.

C. **Arbitration:** Any unresolved grievance which relates to the interpretation, application, or enforcement of a provision of this Agreement or any written supplementary Agreement and which has been fully processed through the last Step of the Grievance Procedure may be submitted to arbitration in strict accordance with the following:

1. If there is no resolution of the grievance, or the Union does not receive a disposition within the five (5) working days period, the Union shall have fifteen (15) days to notify the University, in writing, of its intent to arbitrate the grievance. The parties shall then have fifteen (15) days to select a mutually agreed upon Arbitrator. This may be extended an additional fifteen (15) days by mutual agreement. If the parties fail to select an Arbitrator, either party may submit the unresolved dispute to the

American Arbitration Association and shall request of them a panel of five (5) arbitrators. Both the University and the Union shall have the right to strike two (2) names from the panel. The University 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.

2. 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 require that the grievance or dispute be submitted to Expedited Arbitration in the demand for arbitration, or by the University, in its response to the demand.

Under this process, the parties may mutually agree to select an Arbitrator on an Ad-Hoc basis within fifteen (15) working days from the date that the request for

Expedited Arbitration is made. Failure to mutually select an Arbitrator within the above stated time period will require the parties to (within three (3) working days thereafter) alternately strike Arbitrators from a panel of 5 Arbitrators to be mutually agreed upon during contract negotiations.

To facilitate expeditious resolution of the matter, the arbitrator selected must be available to hear the case within 60 days of the selection and the parties will make themselves available within that limit. Should the initially selected arbitrator be unable to meet this 60 day scheduling requirement, then the parties shall select another arbitrator by alternating strikes within 5 working days. With each set of arbitrator selections, the parties shall alternate with the first strike. If none of the arbitrators from the 5 person list can meet the 60 day requirement, the parties shall resolve the delay by utilizing the arbitrator previously selected who came closest to meeting the 60 day period.

Each party may exercise the option of Expedited Arbitration no more than twice per contract year except by mutual agreement.

3. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of the Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union.
4. The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.

5. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pay for the record and make a copy available to the other party and to the Arbitrator.

D. In the event that the Union has a grievance, it shall begin at Step 3 of the Grievance Procedure. Such a grievance shall be submitted by the Union President, or his/her designated representative, on behalf of the Union.

A Union grievance is defined as a disagreement arising under and during the term of this Agreement between the University and the Union concerning the interpretation and application of the provisions of this Agreement on a question which is not an Employee grievance nor an Employee group grievance.

E. 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.

F. Time Limits

1. A grievance must be presented in writing for disposition through the Grievance Procedure within fifteen (15) working days of its occurrence, or within fifteen (15) working days of the date it is reasonable to assume that the Employee or the Union became aware of it in order to be considered a grievance under this Agreement.

2. In the event the Union does not appeal the grievance from one step to another within the time limits specified or as extended, the grievance shall be considered withdrawn and not subject to further review.

3. In the event the University fails to reply to a grievance at any step in the Grievance Procedure within the specified time limit or as extended, the grievance shall automatically be advanced to the next step of the Grievance Procedure, except that nothing contained herein shall be construed to automatically advance a grievance to Arbitration.

4. The time limits at any step of the Grievance Procedure may be extended by mutual agreement.

5. Whenever the words "working days" are used in this Article they shall be deemed to mean Monday through Friday excluding officially designated holidays or any such day the University is officially closed.

6. The University shall not be liable on a grievance claiming back wages or other financial reimbursement for the period between the first date the Arbitrator is available for an arbitration hearing and the date of hearing, when the first date is rejected by the Union.

#### **ARTICLE (8) PROBATION**

- A. An Employee is a "probationary Employee" for his/her first ninety (90) calendar days of employment. Periods of absence from work shall not be counted towards completion of the probationary period. Parking Department employees hired after 10/01/02 shall be probationary during their first six (6) months of employment.
- B. There shall be no seniority among probationary Employees. Upon the completion of the probationary period, the Employee will acquire seniority from his/her date of hire.
- C. The Union shall represent probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning discipline, layoff, or termination of a probationary Employee shall be subject to the grievance and arbitration procedures. However, a probationary Employee shall have the right to meet with a representative of the Human Resources Division and no more than two (2) representatives of the Union within five (5) working days of his/her notification of suspension or discharge for the purpose of determining cause for such action.

#### **ARTICLE (9) 9/10 MONTH EMPLOYEES**

- A. The University may, as an operational need, commence the hiring of 9 and 10 month Employees for any and all operations covered by this Agreement. No existing Employees will be transferred to 9/10 month status unless mutually agreed upon by the Employee, the University and the Union.
- B. 9/10 month Employees will be placed on leave of absence without pay for the months not employed and shall be returned to employment at the end of such leave. Such leave shall in no way cause a break in continuous service for the purpose of establishing fringe benefit eligibility, nor shall it be a basis for the Employer protesting any Employee's rights under Michigan Employment Security Act eligibility requirements.
- C. 9/10 month Employees will be eligible to participate in prorated fringe benefits of retirement, life insurance, and medical insurance, with special deductions for life insurance and medical insurance being made so that Employees will be provided appropriate protection over the summer months.
- D. The total number of 9/10 month Employees in the Bargaining Unit will not exceed 20%.

## **ARTICLE (10) SENIORITY**

- A. Classification Seniority: Length of time a person has served in a specific classification. Classification seniority is used for preference in vacation time and for job assignment bidding, and for other purposes as provided in the Agreement.
- B. Total Seniority: Based on total service served in regular positions of the Employer. Total seniority is used for disability eligibility and vacation accrual as specified in this Agreement. Except where specified above, any reference to total seniority will mean Bargaining Unit seniority; e.g. reduction of work force and recall.
- C. A separation from service shall void all past seniority rights and benefits, with the following exceptions:
  - 1. to serve with the Armed Forces of the United States as defined under paragraph D. below.
  - 2. illness leave.
  - 3. any other negotiated leave.
  - 4. layoff, as defined under paragraph I. below.
- D. In the event a person enters military service, involuntarily or voluntarily, during a national emergency, he/she shall continue to earn seniority rights.
- E. When an individual is granted an illness leave of absence, seniority rights will accrue from the time the leave is granted not to exceed one (1) year and no further accrual will be made until the individual returns to regular employment.
- F. If a person serving in a supervisory capacity in a specific work area reverts to an assignment with the working crew in a work area, he/she shall have seniority rights reinstated on the basis of seniority earned while serving as a member of the regular working force; but shall not accrue Bargaining Unit seniority while working in a supervisory capacity.
- G. The seniority list on the date of this Agreement will show the names and job titles of all Employees of the Unit entitled to seniority.
- H. The Employer will keep the seniority list up to date at all times and will provide the local Union and Council Office with up-to-date copies at least every four (4) months.
- I. In the event a person goes into layoff status, the Employee's seniority shall be frozen at the date of his/her layoff and accrual shall commence again on his/her first day of work following recall.

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

#### **ARTICLE (11) SENIORITY OF OFFICERS**

- A. Officers (President, Vice President, Financial Secretary, Recording Secretary, Executive Board, three Trustees and Stewards of the Union) shall, except for promotions job bidding, and vacation selection, exercise top seniority in their respective classifications and shifts, and in the event of a layoff, be continued at work at all times provided they can perform any of the work available.
- B. For the purpose of determining the position of the seniority list, the Local Union shall submit a list of officers after each election and notify the Employer of any changes in this list.

#### **ARTICLE (12) REDUCTION OF THE WORK FORCE AND RECALL**

- A. When there is a reduction in the work force, the following procedure shall be followed:
- Temporary and probationary Employees will be laid off (in that order) in the classification affected provided the seniority Employees are able and qualified to perform the available work.
- B. Employees in DLAR positions above Aide, Mail Room Leader, Athletic, Intramurals and Recreation Attendant II, Senior Building Attendant, and Handyman positions shall be exempt from bumping from outside their classifications. When it is necessary to reduce the number of these Employees, the Employee with the least job classification seniority in the classification where the reduction is to occur shall displace the Employee with the least job classification seniority in the next lower job classification in that progression sequence where applicable.
- Such transfer shall be contingent upon the Employee possessing the present ability to perform the available work. Employees thus removed from the next lower job classification(s) shall exercise the same right where applicable. An Employee transferred under this provision shall be paid the maximum of the new classification provided he/she has previously completed the necessary service requirements of the new classification.
- C. When it is necessary to reduce the number of Employees who are in job classification situations other than provided for in paragraph B. above, the Employee(s) in such job classification affected with the least Bargaining Unit seniority shall be the ones laid off, providing senior Employees in such job classifications are available who have the then present ability to satisfactorily perform the required work of such laid off Employees. In the

event there are no Employees in such job classifications with more Bargaining Unit seniority who are available and who have the then present ability to satisfactorily perform the work of those scheduled for layoff, then the Employee or Employees in such classification with the least Bargaining Unit seniority who have such present ability shall be retained and the next least junior Employee(s) in such job classification shall be the ones laid off.

D. An Employee with seniority who is scheduled to be laid off for an indefinite period shall be transferred within the Bargaining Unit according to Bargaining Unit seniority conditioned upon possessing the general qualifications as well as the special qualifications and training necessary to perform the work required. The following order of priority for transfer shall apply except to those positions (or vacancy) previously exempted in paragraph B. above:

1. To a posted vacancy, if any, in a job classification at the next lower job rate within the Employee's department.
2. To displace the probationary Employee, if any, with the least Bargaining Unit seniority in a job classification at the next lower job rate within the Employee's department.
3. To displace a seniority Employee, if any, with the least Bargaining Unit seniority in a job classification at the next lower job rate within the Employee's department.
4. To a posted vacancy, if any, in a job classification at the next lower job rate outside the Employee's department.
5. To displace the probationary Employee, if any, with the least Bargaining Unit seniority in a job classification at the next lower job rate outside the Employee's department.
6. To displace a seniority Employee, if any, with the least Bargaining Unit seniority in a job classification at the next lower job rate outside the Employee's department.

Within each of the steps above, an affected seniority Employee shall have the procedure set forth applied to every classification (in descending order) at each next lower job rate until he/she is transferred or laid off. For purposes of this Article, job rate shall be defined as the maximum rate for the job classification excluding any shift and/or weekend premium. An Employee transferred under this provision shall be paid the maximum of the new classification provided he/she has previously completed the necessary service requirements of the new classification. Those Employees subject to layoff under the above provisions instead of displacing less seniority persons in similar or lower job classifications, may elect to take a voluntary layoff instead of a transfer, and such layoff will not affect any of the Employee's recall rights as provided for in this Article.

Those Employees who do not elect to take a voluntary layoff, upon failure to accept a transfer as provided for in paragraph D., Article (12), shall nullify all Employee rights provided for in this Article.

- a) Employees who elect to take a Voluntary Layoff, shall have the same rights to promotions in a higher classification during the voluntary layoff up to eighteen (18) months.
- E. In appropriate cases, exceptions may be made by mutual agreement of Management, the Union, and the Employee.
  - F. Employees to be laid off for an indefinite period of time will be given at least thirty (30) calendar days notice of layoff. In emergency situations which prevent such notice, the Employee may charge lost time during the initial thirty (30) calendar day period to (1) his/her vacation bank until exhausted and (2) then to his/her illness bank. An emergency shall be defined as "a situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action". The Employer agrees to provide the Union with a list of the Employees being laid off on the same date the notices are issued to the Employees.
  - G. When jobs are restored after a layoff or transfer due to layoff, Employees will be recalled by classification according to inverse order of layoff or transfer due to layoff, provided they are able and qualified to perform the available work. An Employee's right to recall will be limited in duration for a period equal to his/her length of Bargaining Unit seniority up to eighteen (18) months. Refusal to accept recall while on transfer shall void all prior recall rights under this Article.
  - H. Notice of recall shall be sent to the Employee at his/her last known address by Certified mail. If an Employee fails to report for work within five (5) working days from the date of delivery of notice of recall, he/she shall be considered a quit. Extension may be granted by the Employer in appropriate cases.
  - I. A grievance alleging a violation of the reduction of the work force may be processed through grievance and arbitration procedures provided it is submitted in writing at Step 3 within five (5) working days after the Union is notified of layoff.
  - J. The provisions of this Article shall not apply to a layoff for a definite period of seven (7) working days or less. Layoffs for a definite period of more than seven (7) but less than thirty (30) days shall be on the basis of seniority in the classification affected providing the remaining Employees have the present ability to perform the work available.
  - K. In DLAR, a skeleton crew shall work on all holidays so as to permit up to four (4) employees time off during the holidays when scheduling permits.

## **ARTICLE (13) WORK DAY AND WORK WEEK**

- A. The regular work week shall consist of five (5) eight hour, or four (4) ten hour consecutive working days on one continuous shift for a total of forty (40) hours in any one week from Monday through Thursday or Friday, inclusive, followed by two (2) or three (3) consecutive days off.

Ten (10) minutes at the beginning of the shift and the last ten (10) minutes of the shift shall be allotted for changing of clothes and wash-up in the Animal Care Center. For other Employees, ten (10) minutes at the end of the shift shall be allotted to put away tools and wash-up where applicable.

- B. Classifications on seven (7) day operations shall be scheduled on a regular work week consisting of five (5) or four (4) consecutive days of eight (8) or ten (10) consecutive hours each with paid one-half hour off for lunch, followed by two (2) or three (3) consecutive days off.

Bargaining Unit Employees working as Mail Clerks, Mail Clerk Leaders, and Mail Driver Leaders, who were employed prior to July 1, 1977, shall not be placed on seven (7) day operation schedules, unless they voluntarily bid for such schedules.

- C. The Employer has long recognized the Employee's need for reasonable rest periods during the course of the normal work day, and the Employee will be provided ten (10) minutes in each half of each work shift in keeping with necessary work schedules. It is understood that this right is not to be abused by either party.

## **ARTICLE (14) OVERTIME**

- A. Overtime Premium:

1. A daily overtime premium of time and one-half the regular straight time and applicable shift differential rate will be paid for work in excess of eight (8) or ten (10) hours per day based on a five (5) or four (4) day work week.
2. A weekly overtime premium of time and one-half the regular straight time and applicable shift differential rate will be paid for work in excess of forty (40) hours in the same work week.
3. Two times the regular straight time and applicable shift differential rate will be paid for all hours worked on the seventh day in the same work week.

For DLAR classifications only: Double time for all hours worked on the seventh consecutive day worked in the same work week.

4. Paid sick leave, holidays, or vacation will be treated as days worked in computing weekly overtime.
- B. Employees on emergency call-ins shall be guaranteed at least four (4) hours pay at the rate of time and one-half.
  - C. Effective with signing of this Agreement, all Employees in the Bargaining Unit shall be credited with zero (0) overtime hours. The opportunity to work overtime, when overtime is available, shall be distributed equally to Employees working within the same department and the same job classification. An overtime list of Employees within each classification who wish to work overtime (in order of seniority) shall be maintained. On October 1 of each year the overtime lists shall be updated by Employees indicating whether or not they wish to remain on or be added to the appropriate list. New Employees may choose whether or not to be added to the list at the end of their probationary period, and on each October 1 thereafter. An Employee who is added to the list shall automatically be credited with the greatest number of overtime hours worked by persons on the list. On each occasion when overtime is available, Employees shall be offered the work by a continuous rotation through the appropriate "overtime list."

An Employee on the overtime list who declines to work offered overtime five (5) times in any one year shall be removed from the list until October 1; except that an Employee who declines to work offered overtime two (2) times during the period August 1 - September 30 shall be removed from the list for the following year until October 1. An Employee who can not be contacted within a reasonable period of time to work overtime shall miss that opportunity to work. Refused overtime, or overtime for which an Employee could not be contacted, shall count as time worked for the purposes of equalizing overtime.

If an inadequate number of Employees on the overtime list are available for overtime work on any occasion through this rotation system, the Employer shall offer the overtime to the remaining Employees in the classification beginning with the most senior and continuing down until all available Employees have been offered the work or until an adequate number of Employees have accepted the work. If additional Employees are still needed, the Employer may require Employees to work by reverse seniority, beginning with the lowest seniority person in the classification and continuing up the classification seniority list until an adequate number of persons are scheduled.

The Employer shall have no obligation to equalize overtime for Employees not on the overtime list. Occasional unscheduled overtime of less than four (4) hours which is continuous with the Employee's regular shift may be offered to available Employees in the classification, including Employees not on the overtime list, and such occasional unscheduled overtime shall not be counted for purposes of equalizing overtime as provided in this Article.

- D. A record of the overtime hours worked (including refused overtime) by each Employee shall be posted on the bulletin boards in the appropriate departments monthly.
- E. Any overtime earned before the payroll closing date shall be paid on the nearest following pay date. The Employer will give the Union a list of payroll cut-off dates every six (6) months. Anyone not due to receive overtime pay within twenty-five (25) calendar days of the day worked shall be paid a supplemental pay upon request in writing.
- F. Whenever it is possible, if desired, overtime shall begin when the former shift ends.

#### **ARTICLE (15) HOLIDAYS**

- A. The following shall be recognized as official University paid holidays: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day and Memorial Day. Employees who have completed the probationary period will receive one additional holiday per fiscal year on a date to be selected by the Employee and to be approved and granted by the Supervisor upon receipt of at least two (2) weeks notice, if the needs of the University permit. If the Employee's original selection is not approved, another date within the contract year shall be mutually agreed upon.
- B. When one of the holidays indicated above falls on a Saturday or Sunday, another day shall be observed as the 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. An Employee shall receive no pay for the holiday if, on either of the scheduled work days immediately before or after the holiday, he/she absents himself/herself for any portion of the work day in excess of one (1) employment hour, or fails to punch out, and the absence is for reasons other than paid sick leave, vacation or leave with proper permission.
- E. If an Employee works on any of the holidays above mentioned, his/her total compensation shall be one hundred and fifty percent (150%) of his/her basic or hourly rate plus eight (8) hours for the holiday pay.
- F. When a University holiday falls during an Employee's vacation, he/she shall be paid for the holiday and it shall not be deducted from his/her vacation bank. The unused vacation day may be used at another time to be arranged with the appropriate Supervisor.

#### **ARTICLE (16) CHRISTMAS/NEW YEAR'S CLOSURE**

- A. Christmas/New Year's Closure is defined as the period from December 25 through January 1. Employees will be given time off their regularly scheduled work days with pay during Christmas/New Year's Closure. An Employee required to work on any day(s) during this

period other than those days designated as official holidays will be given compensatory time off on a straight time basis at a later date. Such compensatory time shall be used within ninety (90) calendar days from the date earned in accordance with the operational needs of the department. At the discretion of the University, an Employee may receive additional pay, on a straight time basis, in lieu of compensatory time.

- B. Employees scheduled to work during Christmas/New Year's Closure will receive fourteen (14) days advance notice, whenever possible, or except when it is necessary to replace Employees previously scheduled or in the event of a situation which may be considered an emergency.

**ARTICLE (17) VACATION**

- A. Vacation time off shall be in accordance with the operational needs of the Department and scheduled by the Supervisor.
- B. Classification seniority will determine schedule preference when a conflict exists between two or more Employees.
- C. The Vacation Table listed below shall apply to all Employees represented by Local 1497 (except for those hired into Parking after 10/01/02, see Letter of Agreement #19, Section 2). It is exclusive of "paid holidays" or any special days off with pay designated by the President.

| <u>Length of Service</u> | <u>Annual<br/>Vacation</u> | <u>Maximum<br/>Accrual</u> |
|--------------------------|----------------------------|----------------------------|
| 0 through 4 years        | 12 days                    | 23 days                    |
| 5 through 10 years       | 15 days                    | 23 days                    |
| 11 through 15 years      | 20 days                    | 23 days                    |
| 16 or more years         | 23 days                    | 23 days                    |

- D. Vacation allowance shall be credited at the end of six (6) months of service. Thereafter, vacation days shall accrue at the end of each pay period completed without loss of pay except that one (1) hour or less of personal absence within the pay period shall not affect the accrual.
- E. Employees shall take vacation in blocks of five (5) days or more with the option of taking up to seven (7) days during the calendar year at the rate of less than five (5) days at a time subject to conditions in paragraph A. above.
- F. Vacations will be taken in the year in which they are earned. However, if approval is given in writing by the Director, vacation time may be accrued up to the maximum stated in Paragraph C. above.

- G. Employees who leave the University after six (6) months of continuous full-time service shall be paid for their unused accumulated vacation days as of the date of termination of employment.
- 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. Employees may be permitted to use vacation for the purpose of attending classes under the terms of the Tuition Assistance Program in conformance with the requirements of Article 38(E).
- J. 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.
- K. In DLAR, a skeleton crew shall work on all holidays so as to permit up to four (4) employees time off during the holidays when scheduling permits.

**ARTICLE (18) ILLNESS DAY PLAN**

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. Unjust application of the above provision may be subject to the grievance procedure.

- A. Regular full-time Employees shall receive illness days as follows:
  - 1. Illness days shall accrue at the rate of .65 (5.20 hours) for each pay period completed without loss of pay. Occasional and unexpected tardiness will be excluded by the Supervisor. Parking employees hired after 10/01/02 shall accrue at the rate of 4.0 hours per pay period without any loss of pay.
  - 2. Illness days shall accrue to 200 days.
  - 3. Utilization of illness days requires ninety (90) days of continuous full-time service.
  - 4. The University may require verification by medical authority for absence due to illness subject to refund, offset by health insurance coverage, under the Grievance Procedure excluding Short-term Disability and Illness Leave.

5. 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 Administrative head of the unit or designated Supervisor if it is determined that the Employee will be off for an extended period.
    - a) An Employee who has received written medical verification that he/she is unable to work for a stated number of days on the verification, will not be required to call after the initial call for the period stated provided that the Employee has advised the Administrative Head or Supervisor as to the nature of the illness and the period of verified absence. The Employee will present the verification to his/her Supervisor upon his/her return to work.
  6. 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.
- B. Illness benefits are a type of insurance coverage, however, in addition to excused absence for personal illness, five (5) days per fiscal year may be used for the special needs listed below and charged to the sick bank:
1. Quarantine required as a result of exposure to a communicable disease.
  2. Emergency care of a member of the immediate family\* (up to two (2) consecutive working days).
  3. Attendance at the funeral of a person not in the immediate family (up to one (1) working day).
  4. An emergency (non-scheduled) medical or dental appointment [up to one (1) day].
  5. Death of a member of the immediate family, excluding those family members covered under Article (19), Bereavement Leave (up to three (3) consecutive working days).
  6. Personal Need Day: Employees who have completed nine (9) months of service may use up to two (2) days during the fiscal year for any personal reason. Such days will be charged to the Employee's Illness Day Plan provided the Employee gives his/her Supervisor three (3) working days notice and the work schedule permits such absence. In exceptional cases one (1) day notice will be acceptable.

\* Immediate Family will be defined as: husband, wife, father, mother, brother, sister, son, daughter, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. Aunts, uncles, nieces, nephews,

cousins and grandchildren shall be considered members of the immediate family only if living in the Employee's immediate household. Where a situation exists which is not covered by these relationships, determination will be made by the Human Resources Division.

- C. The University will pay Employees who retire one-half (1/2) of their accumulated unused illness days in cash up to a maximum of pay for thirty (30) days. In the event of death after ten (10) years of continuous full-time service, the University will pay one-half (1/2) of the accumulated unused illness days not to exceed thirty (30) days pay to the beneficiary as stipulated under State of Michigan law. Upon resignation after completion of five (5) years of continuous full-time service, the University will pay the Employee one-quarter (1/4) of his/her accumulated illness days up to a maximum pay for fifteen (15) days provided the Employee has given the University two (2) weeks notice of intent to separate. However, any employee hired on/after May 3, 1987 (the date of ratification of this Agreement) shall not be entitled to the pay out of the Illness Bank upon resignation.
- D. Physical examinations shall be given at the University Health Service or by the University's designated clinics, by appointments arranged through the University Employment Services Office under the following conditions:
1. Prior to assignment, re-assignment, reclassification, or placement on income disability, 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 (10) or more consecutive working days\*
    - b) After surgery\*
    - c) After hospitalization\*
    - d) After being off the payroll for more than twenty (20) consecutive working days for any reason other than vacation
    - e) Upon return from Worker's Compensation
    - f) Prior to mandatory sick leave
  3. A mandatory physical examination at University expense may be scheduled in cases where the Supervisor/Foreman or Department Head has reason to believe that an Employee is suffering from physical and/or mental illness or disability sufficiently serious to affect such person's ability to properly fulfill his/her assigned duties and responsibilities.
- \* For absence as stated in Points 2-a, 2-b, 2-c, a Physician's Report on Illness of Employee must be completed by the individual's physician before a return-to-work physical examination can be scheduled.

## **ARTICLE (19) BEREAVEMENT LEAVE**

- A. Up to three (3) days of bereavement leave may be used for the bereavement of a member of the immediate family\*. These days will not be charged against the illness bank.

\* Immediate family shall be defined as: mother, father, sister, brother, spouse and children. Grandmother, grandfather, mother-in-law and father-in-law shall be considered members of the immediate family if living in the Employee's household.

- B. One (1) day of Bereavement leave, not charged against the illness bank, may be used for the bereavement of other family members who are related and living in the Employee's immediate household, for whom the Employee has assumed financial responsibility and declares them as a dependent for Federal income tax purposes.

## **ARTICLE (20) 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 through the end of the sixth month of continuous disability will be paid to the Employee in full. For the number of unused days remaining in the Illness Bank through the end of the sixth month of continuous disability, the Employee will be paid the difference between the daily rate and the benefit as determined by the insurance carrier.

- C. Short-term Disability (Effective beginning of first pay period after July 1, 1976)

1. Upon exhaustion of the Illness and Vacation Banks after ninety (90) calendar days of verified disability from date of hospitalization or accident, or ninety (90) calendar days of verified disability from date of first treatment due to illness, the Employee shall be paid 50% of the base rate in effect at the time of disability (not to exceed \$500 per month). These payments will continue through the last day of the sixth month of continuous absence.
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 Worker's Compensation and Social Security shall be deductible from Short-term Disability benefits.

D. Long-term Disability

1. The University 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 University.
  - a) The monthly benefit for eligible Employees will be paid starting from the first (1st) month following six (6) months of continuous disability. Benefits will be paid as long as the disability continues or until the Employee reaches age sixty-five (65). However, if the disability commences after the Employee reaches age sixty (60), the benefits will continue for five (5) years or until the Employee reaches age seventy (70), whichever occurs first.
  - b) The monthly benefit, including any disability benefits from Social Security and/or Worker's Compensation, will be equal to 66 2/3% of the Employee's monthly salary up to a maximum benefit of Seven Thousand Dollars (\$7,000) per month.
  - c) The monthly benefit shall not be less than \$50.00.
  - d) 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.
2. If an Employee who has been on long-term disability for a period of one year or less is found by the insurance carrier to be no longer disabled and is approved by the University's designated physician to return to work, he/she shall be placed in a vacant position in his/her classification, if such exists, or in another vacant position within the Bargaining Unit for which he/she is qualified, if such exists. In appropriate cases, the Employee's right to return to work will be extended up to a maximum of one (1) additional year. An Employee who refuses employment offered in accordance with the above will be considered a voluntary termination. When an Employee returns to work under the terms of this provision, he/she will be credited with seniority as provided for persons on illness leaves of absence in Article (10) E.

**ARTICLE (21) MEDICAL INSURANCE AND GROUP LIFE**

- 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, 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.

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.

- B. All members of the bargaining unit on a fractional or full-time basis will be provided with non-contributory life insurance that is equal to the Employee's annual salary (or a minimum of \$25,000). Bargaining-unit members may purchase additional amounts of supplemental life insurance at subsidized and graduated rates by election of one of the following options:

Option No. 1: Non-contributory insurance plus supplemental insurance equal to one times annual salary to a maximum of \$750,000 of total coverage.

Option No. 2: Non-contributory insurance plus supplemental insurance equal to two times annual salary to a maximum of \$750,000 of total coverage.

Option No. 3 Non-contributory insurance plus supplemental insurance equal to three times annual salary to a maximum of \$750,000 of total coverage.

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

- 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%.

## **ARTICLE (22) RETIREMENT**

- A. Eligible Employees may, at their option, elect to contribute five (5%) percent of their regular wages into the University's TIAA-CREF and/or Fidelity Investments Retirement Plan. In such cases, the Employer will contribute an additional ten (10%) percent of such wages into the Retirement Plan. In order to be eligible, an Employee must be twenty-six (26) years of age and have accrued two (2) years University seniority.
- B. A retiree shall be defined as an Employee who retires from the University, and
- 1) Has participated in the 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).
- C. A retiree shall be entitled to the following benefits provided he/she has given the University at least two (2) weeks written notice of intent to retire.
- 1) Life Insurance coverage (currently \$2,500) with the premium paid in full by the Employer.
  - 2) Continued medical insurance provided the retiree pays the full monthly premium.
  - 3) Pay for any unused accrued vacation days.
  - 4) Pay for 1/2 of the unused accumulated illness bank up to a maximum of thirty (30) day's pay.
- D. Employees shall have available the full range of options in various retirement plans. However, this shall not result in the University having to undertake special computer programming or provide options which exceed current payroll system capabilities.

## **ARTICLE (23) TIME OFF FOR UNION OFFICERS AND DELEGATES**

- A. Upon giving reasonable notice to the Employer, officers or representatives of the Local Union may be afforded time off without pay to assist in the executive affairs of the Union. However, the Employer need only grant such leave time when the work load permits.
- B. The Union President or designee shall be given a total of eight (8) hours off per week with pay to transact the affairs of the Union. 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.

- C. Leave of absence (with pay, provided the subjects are currently in active pay status) may be granted upon receiving at least one (1) week's prior written request to Employees elected or selected by the Union to attend educational classes conducted by the Union. The number may not exceed three (3) Employees at any one time, nor more than one (1) Employee from a specific unit, and the total number of working days granted for such purposes shall not exceed twelve (12) in any one (1) fiscal year.

In the event of extenuating circumstances, and if the Union can suggest and/or accept (in writing) a manpower substitution satisfactory to the Administrative Head of the Unit, the Human Resources Division may authorize an exception to the limitation of Employee absence from a specific unit.

#### **ARTICLE (24) PROMOTIONS AND DEMOTIONS WITHIN THE BARGAINING UNIT**

- A. The general policy of the University to promote from within the organization when there are qualified Employees who are able to meet the requirements of a vacant position shall be applicable to Employees in this Bargaining Unit.

Promotions and transfers shall be made on the basis of Bargaining Unit seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirements for the position in a conspicuous place. Employees interested shall apply within the seven (7) calendar day posting period. In addition the Union shall be furnished with sufficient copies of the job posting. Applicants who fail to properly complete the required application form in Employment Services may not be considered for a promotional or transfer opportunity.

- B. The senior Employee applying for promotion who meets the minimum requirements shall be granted a reasonable trial period not to exceed thirty (30) days to determine his/her desire to remain on the job and his/her ability to perform the job unless it is clear that the senior Employee is not qualified for the job. The determination of whether the Employee interested in the position will be able to perform the job shall be based upon the following criteria:

1. Job performance on previous assignment;
2. Job knowledge applicable to new position;
3. Absentee record;
4. Disciplinary record;
5. Ability to perform the essential functions of the position, with or without reasonable accommodation.

- C. 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.
- a) Employees who apply for promotion/transfer must meet the requirements of the position and have acceptable performance history and attendance. From among all of those who meet the above criteria, superior attendance, qualifications, and seniority will be weighed equally, or along with seniority as set forth in b) below.
  - b) From among all of the bargaining unit candidates who apply, the department may select 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 the Employee selected has better attendance than others who are more senior.
  - 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.
- D. In the event the senior applicant is denied the position, the reasons for the denial shall be given in writing to the Employee and the Union and shall be a proper subject of a grievance in accordance with the established grievance procedure.
- E. During the reasonable trial period the Employee shall have the opportunity to revert to his/her former classification. If the Employee is unsatisfactory in the new position, notice and reason shall be presented to the Union in writing by the Employer with a copy to the Employee. The matter may then become proper subject for Step 2 of the grievance procedure.
- F. During the trial period Employees will receive the rate of pay for the job they are performing.
- G. If an Employee voluntarily wishes to return to his/her former classification after thirty (30) working days, he/she will not be placed unless a vacancy exists.
- H. Employees required to work in a higher classification shall be paid the rate of pay for the higher classification.

- I. Employees who make application for posted open positions shall be notified of the disposition as soon as possible but not later than thirty (30) days after the closing date for the posting.

## **ARTICLE (25) JOB ASSIGNMENTS**

- A. Intra-Classification Job Bidding: When a vacancy arises within the Bargaining Unit, the original job vacancy shall be posted campus-wide, listing job title, pay rate, shift and location. Custodian postings and pollings will include the specific job area(s). Successful bidders for the original custodian vacancy, who are not custodians, shall be assigned to a resulting vacancy at the department's discretion. Once the original vacancy is filled, the resulting vacancy shall be polled, with campus-wide eligibility. In the event the senior applicant is denied the position, the reasons for the denial shall be given in writing to the Employee and the Union. Permissible reasons for the denial on campus-wide posting/polling shall include a disciplinary record, which at the time of the bid, had:

- 1) three or more written warnings for absenteeism and/or tardiness, which were incurred on or after 1/1/93; or
- 2) any disciplinary suspension, which (suspension) was one year old or less.

Employees with the most bargaining unit seniority, from among all those who meet the specific qualifications for the posted position and have not been eliminated pursuant to section (A) (1) above, shall be awarded the bid except as allowed below:

- a) Employees who bid on vacant positions must meet the requirements of the position and have an acceptable performance history. From among all those who meet the criteria, superior attendance, qualifications and seniority will be weighed equally, or along with seniority as set forth in b) below.
- b) From among all bargaining unit candidates who apply, the department may select 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 the Employee selected has better attendance than others who are more senior.
- 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, the person with 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.

In addition to campus-wide eligibility for the bidding of the original and polling of the resulting vacancy [2 total campus-wide moves only], there shall be not more than two additional pollings, subject to the following terms.

Within a supervisor's zone only, providing the successful bidder for the campus-wide, resulting vacancy came from that zone, there shall be not more than two additional (unposted) pollings for employees within that zone.

Bids on the campus-wide original and resulting vacancies [total of two], shall be made in person, during non-working time at the main custodial office by signing a bid sheet. Or, the bid may be made during non-working time by telephone to a department manager or secretary. Notice of the location of these two vacancies shall be communicated by calling a tape answering machine at a number to be established by the Custodial Department.

- B. Custodians may bid on and receive work assignments and may be secure in the knowledge they will work on their assignments daily to the extent that work is available. Such assignments are determined by the University. Custodians will be limited to 2 successful bids within a twelve (12) month period.

Custodians assigned to regular work areas shall not routinely be used for absentee replacement or other work outside their assigned area, except in an emergency as determined by Management. "Project and Relief" custodians may fill the assignments of Employees who are absent and perform "project" work in the work areas to which they are assigned, and in other areas if necessary.

If enough "Project and Relief" custodians are not available in their assigned areas to fill the assignments of Employees who are absent or work areas are occupied or unavailable, or when areas are to receive priority, it is understood that the Supervisor may assign the Employees to work on other assignments within their own classification in the same building where the specific job is all contained in one building, or in the same area where the specific job involves more than one building. When such assignment is made, the Supervisor shall inform the affected Employee(s) of the reason for the assignment.

When conditions exist as determined by the Department Director, his/her Assistant/Associate Director, Shift Supervisor, the Custodial Superintendent or the General/Training Supervisor, that make an area critical to receive priority or constitute an emergency, it is understood that the Foreman/Supervisor may assign a custodial Employee to any assignment in any area. When such assignment is made, the affected Employees shall be informed of the reason for such assignment.

It is expressly agreed that no provision of this Agreement shall act to prohibit the University from organizing and reorganizing the work force, and determining and redetermining job assignments and work to be performed. It is understood that modification of job assignments may require the rebidding of the changed positions among the affected Employees.

- C. Employees in classifications, other than custodial, that are assigned to work in buildings or assignments such as grounds workers, animal facility Employees, etc., may be assigned to various buildings or various assignments at the discretion of the Foreman/Supervisor. Such assignments shall not be used for disciplinary purposes.
- 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.

#### **ARTICLE (26) JURY DUTY**

- A. An Employee called for jury duty, or whose appearance as a witness in court is required by subpoena, will be paid the difference between the jury/witness fee paid by the court and his/her regular rate of pay during the period served provided:
  - 1. The Employee presents the court summons to the Personnel Office.
  - 2. He/she signs an affidavit that court fees received will be turned over to the University.
  - 3. Court checks and court time reports are brought to the Personnel Office when the court duty is terminated.
- B. The Employee may, if he/she wishes, charge the court time to vacation and retain the court fee.
- C. An Employee is expected to report for regular University duty when temporarily excused from attendance at court when a period of five (5) hours or more remains in his/her work day.

#### **ARTICLE (27) DISCHARGE OR DISCIPLINE**

The supervisory staff will use good judgment in the enforcement of the following regulations including reprimanding or disciplining any Employee:

- A. If the Employer has reason to discipline or reprimand an Employee, it shall be done expeditiously and as timely as possible and in a manner that will not embarrass an Employee before other Employees or the public.
- B. In imposing any discipline on a current charge, the Employer will not take into account any prior infractions of which the Employer has knowledge that occurred more than two (2) years previously.
- C. An Employee may be sent home by the Foreman/Supervisor for just cause. However, a Foreman/Supervisor shall not have the right to suspend or discharge any of the five (5)

members of the Grievance Committee (whose names have been previously submitted to the Human Resources Division or its designee) without prior approval of the Director of the Unit, or his/her designated representative.

- D. The Employer agrees, upon the suspension or discharge of an Employee, to notify the Steward or other authorized representative or officer of the Union within 24 hours, whenever possible. The Employee will be allowed, upon request, to discuss his/her discipline with the Steward, if the Steward is readily available, before he/she is required to leave University property. However, the University shall not be required to allow the Employee to discuss his/her discipline with the Steward before being required to leave University property if the Employee is being suspended or discharged for behavior constituting a possible danger to the welfare of any person or to property, or disorderly conduct.
- E. Should an Employee who is suspended or discharged consider the suspension or discharge to be improper, a grievance signed by the Employee must be presented in writing through the Local President, or his/her designated representative, to the Human Resources Division, or its designated representative within seven (7) working days (Monday-Friday) of the University's action.
- F. Any just cause or combination of just causes for which the individual is found guilty can lead to ultimate dismissal.
- G. If it is determined that a suspension or discharge is unwarranted, the Employee shall be reinstated with back pay, all benefits, and without loss of seniority for the period of reinstatement. Further, no record of the action will be kept in the Employee's personnel file pertaining to the reinstated period.

#### **ARTICLE (28) AUTOMATIC RESIGNATION**

The following constitute voluntary resignation:

- A. Written notice of resignation.
- B. An Employee who 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 the Employer. In proper cases, exception may be made by the University.

#### **ARTICLE (29) HEALTH AND SAFETY**

- A. The University recognizes its responsibility to provide safe and healthy working conditions and the Union recognizes its obligations to cooperate in the maintenance and improvement of those conditions.

- B. Meetings regarding Health and Safety matters shall be held upon request of the Union or the University through the Special Conference provision under Article 41 (E).
- C. Should an Employee feel that his/her work requires him/her to work under unsafe or unhealthy conditions, he/she shall report the conditions to his/her Supervisor and his/her Steward for the proper action. If the matter is not adjusted satisfactorily, the grievance procedure will then be instituted.

### **ARTICLE (30) NON-DISCRIMINATION**

- A. The University and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of sex, sexual orientation, race, creed, color, religion, national origin, marital status, age, physical handicap, political beliefs and, further, no Employee shall be subject to sexual harassment.

To provide equal treatment with regard to sexual preference, the University Administration and the Union recognize the status of domestic partners. A domestic partnership is defined as two individuals of the same gender who live together in a long-term relationship of indefinite duration, with an exclusive mutual commitment in which the partners agree to be jointly responsible for each other's common welfare and share financial obligations. The partners may not be related by blood to a degree of closeness which would prohibit legal marriage in the state in which they legally reside.

To the extent allowed by the University's insurance/benefit carriers and subject to such certification requirements as it may develop, the University's equal treatment of domestic partners shall apply to insurance/benefit programs.

- B. Employees who believe that they have been discriminated against for the above listed reasons may choose to pursue their claim through the University's internal discrimination complaint procedure, administered by the Department of Equal Opportunity, or through the grievance procedure of this agreement.
- C. The initial choice of one of these two internal procedures binds the Employee and the Union as to the discrimination aspect of any claim and prohibits the processing of that same discrimination claim through any other internal procedure.

### **ARTICLE (31) LEAVES OF ABSENCE**

- A. Military Leave

- 1. Long Term: In the event an Employee is called to extended active duty for more than seventeen (17) days as a member of a reserve component, National Guard, by

being drafted, or by voluntary enlistment, a leave of absence without pay shall be granted for the extent of the military duty with re-employment rights and seniority effective back to original date of hire, not to exceed one enlistment period.

2. Short Term: Regular Employees who belong to the National Guard, Officers Reserve Corps, or similar military organizations will be allowed the normal seventeen (17) day leave of absence in any one given instance when ordered to active duty or for training. The Employer will pay the difference between these Employees' military pay and regular pay if their military pay is less. The Employee will receive full pay if such short term military leave is taken and charged to his/her vacation.

B. Personal Leave Without Pay

1. An Employee may be granted a personal leave without pay in cases of exceptional need for not less than ten (10) 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 year or more.
  - b) The Employee indicates in writing to the appropriate Administrative Head the purpose of the leave and the proposed length of the leave. If the personal leave is for ninety (90) days or less, the Administrative Head of the unit will indicate in writing to the University Employment Services Office either that:
    - i. The present assignment of the Employee, if within the custodial classification, will be held vacant, or temporarily filled, until the Employee returns;
    - or:
    - ii. A position in the Employee's present classification, if other than custodial, will be held vacant, or temporarily filled, until the Employee returns.

Upon an Employee's return from a personal leave that exceeds ninety (90) days, the Employee will return to the same classification.

- c) All accrued vacation days have been used first.
2. To return to work, the Employee shall:
  - a) Notify the University Employment Services Office at least two (2) weeks prior to the anticipated return date, so that arrangements may be made for a 'return to work' physical examination, if so requested by the University.

- b) If conditions arise during the Leave as stated in the Physical Examinations Policy, Article (18), D., a "Physician's Report on Illness of Employee" must be filled out by the Employee's physician and presented by the Employee to the University Employment Services Office.
  - c) Satisfactorily pass the physical examination given by the University's designated physician, if so directed by the University.
3. Illness and Vacation Banks:
- a) Unused illness and vacation days accumulated at the time the leave begins shall be credited when the Employee returns.
4. Any payroll deductions in effect prior to the leave will be reinstated.
5. The Employee, upon return to the same classification, will 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 or retirement.

C. Illness Leave

1. If after exhausting the absence-with-pay benefits, other than vacation, an Employee is unable for health reasons to return to work, the Employee shall have the right to a leave without pay for the period of disability, but not to exceed one year, provided:
- a) The Employee has been regular full time on active pay status for one year or more but less than five years (at five years, disability income program is available).
  - b) An Employee who is included in the Long-term Disability program will be placed on an Illness Leave provided all sick and vacation days have been exhausted and until eligible for Short-term Disability benefits.
  - c) The Employee submits a Physician's Statement to the University Employment Services Office certifying such Employee's condition and estimated length of time off needed.
2. If the illness leave is for 90 days or less, custodians shall have the right to return to their present assignments except that persons resuming their leave within one calendar year shall forfeit their right to retain their present job assignment. Employees in classifications other than custodial shall have the right to return to their present classification.

Upon an Employee's return from an illness leave that exceeds ninety (90) days, the Employee will return to the same classification.

The Employee's right to return is contingent upon the Employee's ability to return in substantially the same state of health and competence as before leaving. In the event the Employee is unable to meet necessary standards of health and competence, the Employee shall be considered for other jobs for which the Employee may be qualified. In appropriate cases, absence of this nature will be extended up to a maximum of one (1) additional year.

3. To return to work, the Employee shall:
  - a) Notify the University Employment Services Office at least two (2) weeks prior to anticipated return date so arrangements may be made for return to work physical examination, if so requested by the University.
  - b) Have a "Physician's Report on Illness of Employee" form filled out by the Employee's physician and present it to the University Employment Services Office.
  - c) Satisfactorily pass the physical examination at the Health Service or given by the University's designated clinics, if so directed by the University.
4. Any payroll deductions in effect prior to the leave will be reinstated at the Employee's option.
5. The Employee, upon return to the same classification, will return at the same salary as in effect prior to the Leave plus any general increase granted to the classification.
6. Official leave time for illness is deductible from service years when figuring eligibility for disability income program or retirement.

D. Educational Leave of Absence for Veterans

Employees will be granted leave of absence for a period equal to their seniority, but not to exceed two (2) years without pay in order to attend school full time under applicable Federal laws in effect on the date of this Agreement. Seniority rights shall continue in effect during leave.

**ARTICLE (32) PREGNANCY AND RELATED DISABILITIES**

- A. In conformity with the Pregnancy Discrimination Act, and in accordance with University policy, Employees affected by disabilities resulting from pregnancy, child birth and related

medical conditions are treated the same as Employees affected by other disabilities, as follows.

- B. A pregnant Employee is required to notify the University in accordance with Article (33), ANTICIPATED DISABILITIES.
- C. An Employee disability or illness resulting from pregnancy, child birth, and related medical conditions shall be covered by the same benefits and procedures as other illness/disability under this Agreement, including coverage under Illness Day Plan, Vacation if requested, Illness Leave of Absence (unpaid), and Income 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 (33) ANTICIPATED DISABILITIES**

- A. An Employee who becomes aware of a medical condition (including but not necessarily limited to pregnancy or a condition which may require scheduled surgery) which can reasonably be anticipated to result in a period of future disability, shall notify the University in accordance with the following procedures:
  - 1. The Employee shall notify his/her Administrative Head as soon as the condition is confirmed by his/her physician.
  - 2. The Employee shall be responsible for the immediate submission of a brief written report from his/her physician to the University Employment Services Office, which will provide confirmation of the medical condition, evaluation of the Employee's general condition, anticipated date of disability, and specific recommendation regarding the period of on-the-job continuance (date he/she is no longer physically able to continue in the active employment of the University).
  - 3. The Employee shall be responsible for the submission of brief written reports from his/her physician of any significant changes of physical condition, job capacity limitations, and any alterations of previous recommendations.
  - 4. In the event of a dispute with sections 2 and 3 above, the dispute shall be resolved under the procedure outlined in the Medical Dispute section of this Agreement.

### **ARTICLE (34) BULLETINS**

- A. The Union shall have the right to the use of enclosed bulletin boards that shall be locked and placed at designated locations by the Employer for the exclusive use of Local 1497 for the publishing of notices pertaining to the conduct of Union affairs of the following types:

1. Notices of Union recreation and social events;
2. Notices of Union election;
3. Notices of results of Union elections;
4. Notices of Union meetings;
5. Job postings.

- B. In the event a dispute arises concerning the appropriateness of material posted on the Union Bulletin Board, the President of the Union will be advised by the Human Resources Division of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

The boards shall be placed in areas accessible to bargaining unit members during regular building hours.

- C. Board of Governors Reports:

The Union shall receive Notice of Board of Governors Public Meetings, including agendas (in advance of meetings) and minutes of Friday meetings.

#### **ARTICLE (35) SHIFT ASSIGNMENTS**

- A. The afternoon shift shall be any shift that regularly starts on or after 11:00 a.m. and before 7:00 p.m. The midnight shift shall be any shift that regularly starts on or after 7:00 p.m., but before 4:00 a.m.
- B. Employees working the afternoon shift shall receive premium pay of ten (.10) cents per hour. Employees working the midnight shift shall receive premium pay of twenty (.20) cents per hour.
- C. Employees working on seven (7) day operations shall receive premium pay of twenty (.20) cents per hour for all hours worked during the work week. Such premium shall be included in computing holiday, overtime, and vacation pay.
- D. Classification seniority shall be used in determining shift preference.
- E. The beginning and ending time for each shift and work assignment will be developed by the Employer. Any change in such schedules will be discussed with the Union before being put into effect.
- F. Employees on the afternoon and midnight shifts shall be paid on their respective shift before their payday shift.

## **ARTICLE (36) ELECTIVE OR APPOINTED POSITIONS**

Any Employee leaving the employment of the Employer because of election or appointment to an office of the Union shall maintain and accumulate seniority rights as long as he/she has such an office, provided that once a year he/she notifies the Employer of his/her status.

Any Employee elected or appointed to an office for City, State, County or Federal service shall maintain and accumulate seniority rights as long as he/she has such office for a period of up to one (1) year. An additional one (1) year period may be granted at the discretion of the University.

Upon the Employee's return from the above mentioned leaves, he/she shall be re-employed in his/her former classification or a comparable one, provided he/she can do the work.

## **ARTICLE (37) STRIKES**

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

## **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 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 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 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.
- 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.

**ARTICLE (39) MEDICAL DISPUTE**

In the event of a dispute involving any Employee's physical ability to perform his/her job on his/her return to work at the University from a layoff or leave of absence of any kind and the Employee is not satisfied with the determination of the University Health Center or the University's designated clinics, he/she may submit a report from a medical doctor of his/her choosing. If the dispute still

exists, at the request of the Union, the University's designated physician and the Employee's doctor shall agree upon a third medical physician and surgeon or osteopathic physician and surgeon to submit a report to the University and the Employee. The decision of such third party shall be binding on both parties. The expense of the third party shall be shared equally by both the Employer and the Employee.

#### **ARTICLE (40) SAVINGS CLAUSE**

Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction such decision of the court shall apply only to the specific article, section or portion hereof directly specified in the decision; upon the issuance of such a decision the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

#### **ARTICLE (41) GENERAL PROVISIONS**

A. **Clothing Allowance:**

1. Four (4) sets of permanent press uniforms (consisting of pants, shirts, dresses, pantsuits with appropriate employee identification) will be provided to all Employees in the Bargaining Unit unless waived by the Departmental Administrator. Female Employees shall have the option of selecting either dresses, pantsuits or shirts and pants.
2. Uniforms which are worn out or damaged will be exchanged for a new uniform without undue delay. (Long or short sleeve shirts, and dresses or pant suits for women.)
3. Employees who are supplied such uniforms will wear them when on duty.

B. **Personnel File:** The University will continue to honor requests from Employees to examine and discuss the contents of their personnel files with a personnel representative in the Personnel Office. These files are the official Employee files for disciplinary purposes.

It is recognized that these files do contain such matters as answers to reference checks, and other reports, made at the time of their application for employment which have been solicited with the Employee's consent and have been received from reference sources in confidence. The University will respect that confidence and will not disclose such information even to the Employee involved.

C. **Sub-Contracting:** The right of contracting or sub-contracting is vested in the Employer. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. During the life of this Agreement in no case shall a regular Employee covered by this Agreement be laid off, take a reduction

in rate of pay or in his/her normal work week as the result of outside contracting in an operational unit of the University. Under such circumstances an Employee must accept employment in any part of the University. His/her "length of service with the University" will continue to date from the date of his/her original employment with the University. In the event of a permanent close down of an operation, a special conference on the matter will be arranged with the Union by the University.

- D. Lunch and Locker Facilities: Employees presently provided with lockers and facilities to eat their lunches will continue to receive this benefit.
- E. Special Conferences: Special conferences for important matters, other than grievances subject to consideration under the Grievance Procedure, will be arranged between the Local President of the Union and the University or its designated representative upon request of either party. Such meetings shall be between representatives of the University and a maximum of five (5) representatives of the Union and more may attend by mutual agreement of the parties. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in special conferences. This meeting may be attended by a representative of the International Union.

Agreements may be reduced to writing at the request of either party. It is understood that any matters discussed or any action taken pursuant to such conferences shall in no way change or alter any of the provisions of the Collective Bargaining Agreement, or the rights of either the University or the Union under the terms of the Agreement.

- F. While rules, regulations, and requirements may vary within the University, no such rule, regulation or requirement shall be contrary to the terms of this Agreement, nor shall any such rule, regulation or requirement be administered in an arbitrary or capricious manner.

In the event that the application of a rule, regulation or requirement results in disciplinary action, the reasonableness of such rule, regulation or requirement shall be subject to review in the grievance and arbitration procedures as it relates to just cause.

In addition, the arbitrary or capricious administration of a rule, regulation or requirement, including the use of non-relevant personal factors, shall be subject to review in the grievance and arbitration procedures.

- G. Upon the signing and ratification of this Agreement, the Local Union President shall receive (subject to appropriate payroll deduction) upon request, one (1) master parking gate card (for the regularly assessed fee) which the Union agrees shall be used for official Union business only.

- H. Local 1497 Custodial Employees shall have their paychecks placed in sealed window envelopes by the Department of Facilities Planning and Management.
- I. Employees shall speak courteously to any Employee, Supervisor, student or visitor of the University. Employees shall expect to receive corresponding courtesy and respect from their Supervisors.

#### **ARTICLE (42) STATE FUNDED WORK PROGRAMS**

In recognition of the social goals to be obtained through the utilization of the Michigan Youth Corps or any similar State-funded work programs at the University, and in recognition that such programs have been previously instituted at the University, the parties mutually agree to participate in such programs in the future, provided that the University abides by the following:

- 1) Participants under the Michigan Youth Corps or similar State-funded work programs shall be utilized in strict accordance with the guidelines of the establishing Act and/or Statute.
- 2) No participant under the Michigan Youth Corps or similar State-funded work program will be used to displace or replace (e.g. given keys) any Local 1497 member or jeopardize the contractual recall rights of Local 1497 members.
- 3) Prior to the assignment of participants under the Michigan Youth Corps or similar State-funded work programs, the Union shall be informed of their utilization and the assignments thereof.
- 4) No State-funded Work Program(s) shall violate any provision of an existing Collective Bargaining Agreement between AFSCME, Local 1497 and Wayne State University.

**ARTICLE (43) SCHEDULE OF WAGES**

Hourly rates for Employees in the classifications covered by this Agreement shall be effective and in accordance with the following schedule:

| <b>10/1/05 – 9/30/06<br/>(Effective 10/1/05)</b> | <b>10/1/06 – 9/30/07</b> | <b>10/1/07 – 9/30/08</b>   |
|--|--------------------------|--|
| <b>2.0% ATB</b>                                  | <b>2.0% ATB</b>          | <b>2.0% ATB + .5% Bonus</b>  |
|  |                          | .5% bonus not to base and without 403(b) contribution, based on salaries of 9/30/07. (Bonus shall be computed as one-half of one percent of hourly rate X 2080 hours). |

Effective with the 2002-2005 contract, the new hire rate for custodians shall be reduced to \$1 less than the current new hire rate. By the third year of employment, new hires shall make the top rate for custodians, moving up in 1/3 increments towards the top rate after each year of service.

Established with the 2005-2008 contract, the pay 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.

**SCHEDULE OF WAGES**

|   |         | <b>Effective<br/>10/01/05</b> | <b>Effective<br/>10/01/06</b> | <b>Effective<br/>10/01/07</b> |
|---|---------|-------------------------------|-------------------------------|-------------------------------|
| <b>Classifications</b>  |         | <b>2.00%</b>                  | <b>2.00%</b>                  | <b>2.00%</b>                  |
| Athletic, Intramurals and<br>Recreation Attendant I                                       |         | 13.24                         | 13.50                         | 13.77                         |
| Athletic, Intramurals and<br>Recreation Attendant II                                      |         | 13.59                         | 13.86                         | 14.14                         |
| Classroom Attendant   |         | 8.94                          | 9.12                          | 9.30                          |
| Custodian (Employee hired<br>into AFSCME before<br>11/18/02 and promoted to<br>Custodian) | Start   | 12.35                         | 12.60                         | 12.85                         |
|   | 1 Year  | 13.27                         | 13.54                         | 13.81                         |
| Custodian hired after<br>11/18/02   | Start   | 11.28                         | 11.51                         | 11.74                         |
|   | 1 Year  | 11.93                         | 12.17                         | 12.41                         |
|   | 2 Years | 12.60                         | 12.85                         | 13.11                         |
|   | 3 Years | 13.27                         | 13.54                         | 13.81                         |
| Groundskeeper   |         | 13.65                         | 13.92                         | 14.20                         |
| Handyman  |         | 13.62                         | 13.89                         | 14.17                         |
| Heavy Equipment Operator  |         | 14.05                         | 14.33                         | 14.62                         |
| Laborer   |         | 13.27                         | 13.54                         | 13.81                         |
| Lighting Maintenance<br>Technicians   |         | 10.33                         | 10.54                         | 10.75                         |
|   | Start   | 12.74                         | 12.99                         | 13.25                         |
| Mail Clerk  | 2 years | 13.10                         | 13.36                         | 13.63                         |
| Mail Clerk Leader   |         | 13.57                         | 13.84                         | 14.12                         |
| Mail Driver Leader  |         | 13.57                         | 13.84                         | 14.12                         |
| Tree Trimmer  |         | 13.77                         | 14.05                         | 14.33                         |
| Vehicle Operator  |         | 13.57                         | 13.84                         | 14.12                         |

**SCHEDULE OF WAGES (continued)**

| <b>DLAR</b>  |          | <b>Effective<br/>10/01/05</b> | <b>Effective<br/>10/01/06</b> | <b>Effective<br/>10/01/07</b> |
|--|----------|-------------------------------|-------------------------------|-------------------------------|
|  |          | <b>2.00%</b>                  | <b>2.00%</b>                  | <b>2.00%</b>                  |
| Lab Animal Aide  |          | 14.09                         | 14.37                         | 14.66                         |
| Lab Animal Leader  | Start    | 16.85                         | 17.19                         | 17.53                         |
|  | 6 Months | 17.29                         | 17.64                         | 17.99                         |
|  | 1 Years  | 17.74                         | 18.09                         | 18.45                         |
| Lab Animal Maintenance Technician  |          | 13.33                         | 13.60                         | 13.87                         |
| Lab Animal Technician I  | Start    |                               |                               |                               |
|  | 6 Months | 14.34                         | 14.63                         | 14.92                         |
| Lab Animal Technician II   | Start    | 14.68                         | 14.97                         | 15.27                         |
|  | 6 Months | 15.18                         | 15.48                         | 15.79                         |
|  | 1 Year   | 15.43                         | 15.74                         | 16.05                         |
|  | 2 Years  | 15.70                         | 16.01                         | 16.33                         |
| Lab Animal Transportation Technician   | Start    | 14.68                         | 14.97                         | 15.27                         |
|  | 6 Months | 15.18                         | 15.48                         | 15.79                         |
|  | 1 Year   | 15.43                         | 15.74                         | 16.05                         |
|  | 2 Years  | 15.70                         | 16.01                         | 16.33                         |
| <b>PARKING</b>   |          | <b>Effective<br/>10/01/05</b> | <b>Effective<br/>10/01/06</b> | <b>Effective<br/>10/01/07</b> |
|  |          | <b>2.00%</b>                  | <b>2.00%</b>                  | <b>2.00%</b>                  |
| Parking Cleaning Attendant   |          | 9.25                          | 9.44                          | 9.63                          |
| Parking Facility Attendant hired after 11/18/02                                      | Start    | 11.12                         | 11.34                         | 11.57                         |
|  | 1 Year   | 12.17                         | 12.41                         | 12.66                         |
|  | 2 Years  | 12.69                         | 12.94                         | 13.20                         |
|  | 3 Years  | 13.22                         | 13.48                         | 13.75                         |
| Parking Facility Attendant hired before 11/18/02 with 1 Year of service after 3/1/03 |          | 13.22                         | 13.48                         | 13.75                         |

## **ARTICLE (44) DENTAL PLAN**

The University shall provide dental care coverage as presently described in the University's dental care contract with Delta Dental of Michigan to eligible enrolled members of the bargaining unit at no cost to the employee. Effective March 1, 2003 the annual cap on benefits will be \$1,500.

## **ARTICLE (45) WORKERS' COMPENSATION**

- A. 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.
- B. Providing the eligible Employee notifies the Risk Management Department in writing (one decision only), 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. Absent written notification to Risk Management, there shall be no supplement.
- C. Employees will not accrue additional vacation or illness days while they are receiving workers' compensation benefits.
- D. If placement is possible, the employee may be placed into any University Position for which he/she is qualified, including into another unit. The favored work placement shall not displace a seniority employee in the unit. Favored work placement has priority over AFSCME contract posting requirements.
- E. The length of the favored work assignment would be at the University's discretion. Disputes relating to inability to perform work in the favored work assignment or the former classification, may be entered into the grievance procedure at Step 3 or pursuant to Art. 39, Medical Disputes.
- F. Providing the Employee's medical restrictions so permit, the Employee shall return to the former classification, if classification seniority permits.

## **ARTICLE (46) EMERGENCY CLOSURE**

### **1. Weather Caused Closure**

- A. AFSCME employees, who are required to work per section 1C, to be eligible for pay, are expected to report on weather caused emergency closure days regardless of public communications that the University is closed. Those who report and work

shall receive an amount of compensatory time equal to the time which they worked. Late arrivals may be allowed to work an entire shift or longer at the department head's discretion. Those arriving less than two hours late may utilize vacation or any other available time other than illness to cover their lateness.

- B. For closures declared during the work shift, those employees, who are required to stay, shall be compensated with compensatory time equal to the time worked past the declared closure.
- C. Department heads shall establish a specific procedure (or number to call) so that employees may confirm, or understand in advance, that they need not come in on an emergency closure day. Any employee who comes in despite operation of this specific notice procedure, shall not be eligible for any additional compensation.

## 2. **Other Emergency Closure**

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

## **ARTICLE (47) 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. Domestic partners has been defined in Article 30 (A).

**ARTICLE (48) TERM**

This Agreement shall remain in full force and effect through September 30, 2008, and thereafter shall be renewed from year to year unless either party gives written notice by Certified mail within sixty (60) days prior to the expiration date, to modify, amend, or terminate such contract.

**ACCEPTED FOR THE BOARD OF  
GOVERNORS OF WAYNE STATE  
UNIVERSITY**

**ACCEPTED FOR THE AMERICAN  
FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, LOCAL  
1497 AND COUNCIL 25, AFSC&ME,  
AFL-CIO**

|  |   |
|--|---|
| _____<br>John L. Davis, VP, Treasurer and Chief<br>Financial Officer     | _____<br>Horace Stallings., President, Local 1497                 |
| _____<br>Louis Lessem, VP and General Counsel                            | _____<br>Steve Fuqua, Bargaining Committee, Local 1497            |
| _____<br>A.L. Rainey, Jr. Director, Labor Relations                      | _____<br>Cleveland Dominic, Bargaining Committee,<br>Local 1497   |
| _____<br>Mike Simmons, Director, Facilities Operations                   | _____<br>Alaina Matthews, Bargaining Committee, Local<br>1497     |
| _____<br>Valerie RiChard, Director FP&M                                  | _____<br>Wanda Taylor, Bargaining Committee, Local<br>1497        |
| _____<br>Eugene Carter, Director, FP&M                                   | _____<br>LeRoy Carter, Staff Representative, AFSCME<br>Council 25 |
| _____<br>Jon Frederick, Director, Parking and<br>Transportation Services |   |
| _____<br>Date  |   |

LETTER OF AGREEMENT #1

November 24, 1981

Mr. John L. Studevart, President  
Local 1497, AFSC&ME, AFL-CIO  
103 W. Alexandrine  
Detroit, Michigan 48201

Re: Article (10) - Seniority

Dear Mr. Studevart:

It is hereby agreed between the parties that any Employee who had been credited with Bargaining Unit seniority prior to July 1, 1981 despite promotions, transfers, or time spent outside the Bargaining Unit for any other reasons, shall not lose their accumulated Bargaining Unit seniority.

Effective July 1, 1981, Employees will earn seniority in accordance with the terms and conditions of the current Collective Bargaining Agreement.

Very truly yours,  
Philip E. Heideman  
Assistant Vice President  
for Human Resources

LETTER OF AGREEMENT #2

November 24, 1981

Mr. John L. Studevant, President  
Local 1497, AFSC&ME, AFL-CIO  
103 W. Alexandrine  
Detroit, Michigan 48201

Re: Four (4) Day Work Week - Article (13)

Dear Mr. Studevant:

This letter serves to address some concerns raised by the Union during the course of negotiations regarding the implementation of a four (4) day work week.

If it is the intent of the University to initiate a four (4) day work week it will be only during the months of May through September. This period may, however, be extended by mutual agreement between the parties.

Should a four (4) day work week result in effecting any undue hardship to an Employee, the affected Employee shall have the opportunity, upon mutual agreement between the University and the Union, to switch with another Employee who would prefer a four (4) day work week. Once such a switch is made it shall be permanent and remain in effect for the duration of the four (4) day work week period. At the completion of the period, the Employees may, at their option and upon mutual agreement, return to the positions occupied prior to the switch.

Very truly yours,  
Philip E. Heideman  
Assistant Vice President  
for Human Resources

LETTER OF AGREEMENT #3

December 14, 1993

Ms. Linda Fields, President  
Local 1497, AFSC&ME, AFL-CIO  
16861 Wyoming  
Detroit, Michigan 48221

Re: Article (25), B. - Job Assignments

Dear Ms. Fields:

During the course of negotiations, the Union expressed some concern regarding shift preference as it pertains to the modification of job assignments.

When a modification of job assignments is made which results in the change of an Employee's shift, the affected Employee may utilize classification seniority to displace the least senior person on the Employee's present shift provided his/her classification seniority is greater. The displaced Employee will then be assigned to the modified position.

Additionally, employees in parking, who are assigned closure duties, may utilize classification seniority to bid off the closure assignment. However, their assignment to other start times shall be at the supervisor's discretion.

Very truly yours,  
Bruce J. Gluski  
Contract Administrator  
Labor Relations

LETTER OF AGREEMENT #4

October 18, 1979

Mr. John L. Studevant, President  
Local 1497, AFSC&ME, AFL-CIO  
103 W. Alexandrine  
Detroit, Michigan 48201

Re: Mail Room Overtime

Dear Mr. Studevant:

There is currently refinement in the contractual overtime system utilized in the Mail Room.

This method offers the opportunity to work overtime when overtime is available. It shall be distributed equally to employees working within the same job assignment. An overtime list of employees within each job assignment who wish to work overtime (in order of seniority) shall be maintained.

All other provisions regarding overtime remain in effect.

It is understood the University has no current intent to alter that method of overtime. Should the method be altered, the University would discuss with the Union the proposal and consider any suggestions to improve the system.

Very truly yours,  
Philip E. Heideman  
Assistant Vice President  
for Human Resources

LETTER OF AGREEMENT #5

July 5, 1977

Ms. Erma Ward, President  
Local 1497, AFSC&ME, AFL-CIO  
103 W. Alexandrine  
Detroit, Michigan 48201

Re: Student Assistants

Dear Ms. Ward:

It is the present intent of the Physical Plant to employ student assistants and/or technicians for the purpose of assisting in the filling of the work assignments of custodians who are absent for periods of one (1) week or more, but less than six (6) months, because of illness or disability including short-term disability, vacations, and leaves of absence. It is understood that any one technician/student will not perform work in the position of any one absent custodian for a period in excess of 2 1/2 months. The hiring, retention and numbers of such student assistants and/or technicians will depend on operational needs and budgetary limitations as determined by management.

Very truly yours,  
Dinah Currier  
Labor Relations Coordinator

DC/kjl

LETTER OF AGREEMENT #6

March 15, 1990

Ms. Linda Fields, President  
Local 1497, AFSC&ME, AFL-CIO  
16861 Wyoming  
Detroit, Michigan 48221

Re: Job Assignments

Dear Ms. Fields:

The Union raised concerns regarding the current configuration of "Project and Relief" assignments within the custodial classification.

While the University retains the right to organize the work force, determine job assignments and make necessary modifications in the best interests of the University, there is presently no intent to significantly increase the number of full and partial "Project and Relief" assignments from the number that currently exists.

Sincerely,

Brenda R. Malone  
Asst. Vice President  
Labor Relations

LETTER OF AGREEMENT #7

April 22, 1987

AFSCME, Local 1497  
Detroit, Michigan 48221

Re: Site Location - Salary Considerations

Considerable discussion was had during these negotiations regarding a letter of agreement dated September 20, 1973, that was included in several subsequent Collective Bargaining Agreements.

That letter dealt with the subject of Employees working out of classification or in different locations at the Matthaei facility.

The concept of Employee entitlements under these circumstances is an important one, and for that reason this letter will serve to clarify the University's position regarding this issue.

It must be understood that mere physical location at the situs of an absent Employee who happens to hold a higher classification does not carry with it the commensurate hourly rate increase unless, and until, the person so occupying that position is specifically told by supervision to perform the special additional responsibilities of the higher classification.

To further clarify, if a higher classified Employee is absent, the move of a lower classified Employee to the work location of the higher classified Employee does not automatically result in an hourly increase. Such an increase only results with the assignment by supervision of such specialized and specific duties performed by the higher classification.

Very truly yours,

Brenda R. Malone  
Contract Administrator

LETTER OF AGREEMENT #8

April 22, 1987

AFSCME, Local 1497  
Detroit, MI

Re: Graduate Tuition Benefits

In 1986 the Internal Revenue Code was modified to require that Graduate Tuition benefits be treated as taxable income to the employee.

As a result of that modification, the University instituted a Tuition Reimbursement Program for graduate courses taken by employees.

A recent modification of the Internal Revenue Code has now resulted in the treatment of Graduate Tuition Benefits as non-taxable once again. Accordingly, the University has re-instituted the Tuition Assistance Program for graduate level course work.

It is understood that, should the status of the Internal Revenue Code change again with respect to Graduate Tuition Benefits and result in the treatment of such benefits as taxable income, the University will reinstate the Reimbursement program or such other program as will result in compliance with the code.

Yours very truly,

Brenda R. Malone  
Contract Administrator

LETTER OF AGREEMENT #9

April 22, 1987

AFSCME, Local 1497  
Detroit, MI

Re: Employee Assistance Program

Considerable discussion was had during these negotiations regarding the deletion of the Letter of Agreement dated November 24, 1981, regarding the Employee Assistance Program.

The outcome of those discussions was the recognition, by both parties, that substance abuse problems, including alcoholism, are illnesses that may be successfully treated and that treatment of those, as well as other personal and emotional problems, are in the best interest of the Employee, Union and the University.

Accordingly, the University will continue to encourage those employees in need to seek effective assistance and treatment of those problems.

Nothing in this Letter of Agreement is to be interpreted as constituting a waiver of the University's right to take disciplinary measures and/or the Union's right to avail itself of the Collective Bargaining Agreement.

Very truly yours,

Brenda R. Malone  
Contract Administrator

LETTER OF AGREEMENT #10

April 22, 1987

AFSCME, Local 1497  
Detroit, MI

Re: Article (1) Recognition.

The University and the Union agree to delete the classifications of Building Attendant and Senior Building Attendant at McGregor Memorial Conference Center from representation by AFSCME, Local 1497 provided, however, that the affected employees are placed into Custodial positions and suffer no loss of wages, benefits or contractual rights as a result of this agreement. Further, the parties agree that the classification seniority such employees earned as Building Attendants will be considered as their Custodial Classification seniority upon their placement into Custodial positions.

In exchange, the University agrees to voluntarily recognize Michigan Council 25, AFSCME Local 1497, AFL-CIO, as the exclusive representative of employees hired into positions in the buildings known as the Criminal Justice Institute and the Merrill Palmer Institute to perform those custodial duties traditionally performed by the bargaining unit.

Upon the signing of this Collective Bargaining Agreement the University will take the steps necessary to staff custodial positions in these buildings with members of AFSCME, Local 1497.

Very truly yours,  
Brenda R. Malone  
Contract Administrator

LETTER OF AGREEMENT #11

March 15, 1990

Ms. Linda Fields, President  
Local 1497, AFSC&ME, AFL-CIO  
16861 Wyoming  
Detroit, MI 48221

Re: Classroom Attendant

Dear Linda:

During negotiations the parties agreed to continue the classification of Classroom Attendant.

Further, the University agrees that in the event of layoff or reduction in force, employees classified as Classroom Attendant will be laid off before any employees classified as Custodian. Likewise, in the event of recall, laid off Custodians will be recalled prior to employees who are on layoff and classified Classroom Attendants.

Classroom Attendants will not replace or displace custodial employees. Classroom Attendants shall not exceed 14% of the number of budgeted positions that are classified as Custodians.

Sincerely,  
Brenda R. Malone  
Asst. Vice President  
Labor Relations

LETTER OF AGREEMENT #12

April 22, 1987

AFSCME, Local 1497  
Detroit, MI

Re: Vacation Requests

During the course of negotiations, the Union expressed considerable concern over the possible loss of vacation as a result of reducing the maximum vacation accrual.

The University therefore agrees that any Employee who requests vacation time off at least sixty (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.

Very truly yours,

Brenda R. Malone  
Contract Administrator

LETTER OF AGREEMENT #13

March 15, 1990

Ms. Linda Fields, President  
Local 1497, AFSC&ME, AFL-CIO  
16861 Wyoming  
Detroit, MI 48221

Re: Overpayments

Dear Linda:

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

Sincerely,  
Brenda R. Malone  
Asst. Vice President  
Labor Relations

LETTER OF AGREEMENT #14

March 15, 1990

Ms. Linda Fields, President  
Local 1497, AFSC&ME, AFL-CIO  
16861 Wyoming  
Detroit, MI 48221

Re: Observance of Martin Luther King Day

Dear Linda:

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 15, the University agrees to honor to the extent possible requests from Employees who may desire to utilize the floating holiday, vacation days, or personal days to observe said holiday.

It is understood that in those areas where service(s) must be provided, a crew (or crews) will be maintained and assigned to work in any area(s) on the basis of inverse classification seniority.

Sincerely,  
Brenda R. Malone  
Asst. Vice President  
Labor Relations

LETTER OF AGREEMENT #15

March 15, 1990

Ms. Linda Fields, President  
Local 1497, AFSC&ME, AFL-CIO  
16861 Wyoming  
Detroit, MI 48221

Re: Article (18) Illness Day Plan

Dear Linda:

The parties understand and agree to continue the practice whereby the University exercises discretion with respect to excusing "occasional and unexpected tardiness" from affecting the accrual of illness days. Such "occasional and unexpected tardiness," if excused for purposes of the accrual, must be charged to the vacation bank.

Sincerely,  
Brenda R. Malone  
Asst. Vice President  
Labor Relations

LETTER OF AGREEMENT #16

November 2, 1992

Ms. Linda Fields  
AFSCME, LOCAL 1497  
16861 Wyoming  
Detroit, MI 48221

**Re: Smoke-Free Campus**

Dear Ms. Fields:

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

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

Sincerely yours,

Bruce J. Gluski  
Contract Administrator  
Labor Relations

This conforms to our agreement.

Linda Fields, President  
AFSCME, Local 1497

LETTER OF AGREEMENT #17

WAYNE STATE UNIVERSITY

October 28, 1995

Mr. Horace Stallings, President  
AFSCME Local 1497  
c/o Grounds Department  
Facilities Planning and Management  
5743 Woodward  
Detroit, MI 48202

RE: Attendance Expectations

Dear Mr. Stallings:

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 management to implement and enforce attendance standards. Such attendance standards may include specifying required documentation for absence.

Sincerely,

Gail M. Wilson  
Contract Administrator

LETTER OF AGREEMENT #18

WAYNE STATE UNIVERSITY

October 28, 1995

Mr. Horace Stallings, President  
AFSCME Local 1497  
c/o Grounds Department  
Facilities Planning and Management  
5743 Woodward  
Detroit, MI 48202

RE: Set-ups/Furniture Moves

Dear Mr. Stallings:

The parties agree that employees in the Custodial classification assigned to the Medical School complex shall be responsible for moving furniture and performing room set-ups (tables and chairs) under the following conditions:

Custodians will be required to conduct minor set-ups as requested. "Minor" set-ups are defined as moves which can comfortably be performed by a single employee and generally involve the movement of small tables and the accompanying chairs.

Major set-ups and/or furniture moves will no longer be conducted by the Custodian classification. "Major" set-ups are defined as moves which cannot be performed comfortably by a single employee, those which require the use of equipment to effect the move, those which require movement from one room to another, those which require movement from one floor to another, and/or those which require movement to or from a building. "Major" set-ups have traditionally been performed at Scott Hall, and the Elliman building, but are not limited to those locations.

Additionally, removal of larger and or bulky items not generally considered normal refuse shall remain the responsibility of the user.

Sincerely,

Gail M. Wilson  
Contract Administrator

This conforms to our agreement  
of 4/12/95. (See attached.)  
Horace Stallings, President

AGREEMENT BETWEEN AFSCME LOCAL 1497  
AND THE CUSTODIAL SERVICES DEPARTMENT  
IN SETTLEMENT OF GRIEVANCE NOS. 94-14 AND 94-30

The parties agree that employees in the custodial classification assigned to the Medical School Complex shall be responsible for moving furniture and performing room set-ups (tables and chairs) under the following conditions:

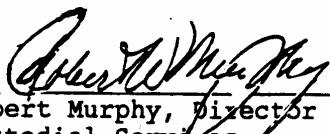
Custodians will be required to conduct minor set-ups as requested. "Minor" set-ups are defined as moves which can comfortably be performed by a single employee and generally involve the movement of small tables and the accompanying chairs.

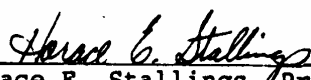
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Additionally, removal of larger and/or bulky items not generally considered normal refuse shall remain the responsibility of the user.

For the Department:

For the Union:

  
\_\_\_\_\_  
Robert Murphy, Director  
Custodial Services

  
\_\_\_\_\_  
Horace E. Stallings, President  
AFSCME Local 1497

Dated: 4/13/95

Dated: 4-12-95

LETTER OF AGREEMENT # 19

WAYNE STATE UNIVERSITY

November 26, 2002

Mr. John Carter Jr., President  
AFSCME Local 1497  
c/o Custodial Services Department  
Facilities Planning and Management  
5743 Woodward  
Detroit, MI 48202

RE: Parking Compensation and Other Modifications for Those Hired after Ratification

Dear Mr. Carter:

For those hired in the department of Parking and Transportation Services after November 18, 2002, the following applies:

- 1.) The starting wage will be \$2.00 less than current rate for 1<sup>st</sup> year.  
1 to 2 year wage will \$1.00 less than current rate.  
2 to 3 year wage will be \$0.50 less than current rate.  
3rd year = parity
- 2.) For those hired during and after FY 2003, the parking vacation accrual shall be as follows:  
for 0 through 4 years shall be 9 days  
for 5 through 10 years shall be 12 days  
for 11 years or more shall be 17 days  
Maximum accrual, 23 days
- 3.) For those hired during and after FY 2003, the illness accrual shall be 4.0 hours per pay period without ANY loss of pay
- 4.) For those hired during and after FY 2003, the probationary period shall be six months
- 5.) For those promoted into parking during and after FY 2003, management may return those regarded as unsatisfactory during

the 90 day trial period the trial period

- 6.) AFSCME employees bidding downward into Parking positions (i.e., demotions) shall start at the new one year rate.

Sincerely,

Bruce J. Gluski  
Director of Labor Relations

This conforms to our agreement

John Carter Jr., President

LETTER OF AGREEMENT #20

WAYNE STATE UNIVERSITY

November 26, 2002

Mr. John Carter Jr., President  
AFSCME Local 1497  
c/o Custodial Services Department  
Facilities Planning and Management  
5743 Woodward  
Detroit, MI 48202

RE: Supervisory Promotions

Dear Mr. Carter:

Promotions to supervisor, if made from candidates from the bargaining unit, shall be based on the following criteria:

1. The minimum level of AFSCME seniority shall be 3.5 years for custodial supervisors and one year for supervisors of other AFSCME employees outside of DLAR.
2. Promotions shall be based primarily on qualifications, but where those are equal, then the most senior candidate will be selected.
3. The criteria shall include:
  - a) Job performance on previous assignment
  - b) Job knowledge applicable to new position.
  - c) Absentee record.
  - d) Disciplinary record.
  - e) Ability to perform the essential functions of the position, with or without reasonable accommodation.
  - f) Leadership ability.
4. The University may use assessment center techniques to evaluate leadership.

5. A supervisor demoted from the supervisor's bargaining unit may be returned to the AFSCME bargaining unit in the prior classification, applying AFSCME seniority that was frozen upon the date of promotion. This applies only to promotions from AFSCME after 10/01/02.

Sincerely,

Bruce J. Gluski  
Director of Labor Relations

This conforms to our agreement

John Carter Jr., President

LETTER OF AGREEMENT #21

WAYNE STATE UNIVERSITY

February 10, 2006

Mr. Horace Stallings., President  
AFSCME Local 1497  
c/o Custodial Services Department  
Facilities Planning and Management  
5743 Woodward, #110  
Detroit, MI 48202

RE: Mail Clerk Classification - Permanent addition of 20 cents per hour

Dear Mr. Stallings:

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.

Sincerely,

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

This conforms to our agreement

Horace Stallings, President

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