



Department of Labor Relations  
3900 AAB  
Detroit, MI 48202

**P&A Contract Announcement/Summary (2004-2008)**

Interested parties:

On February 18, 2005, a new four (4) year collective bargaining agreement (August 1, 2004 – July 31, 2008) was ratified by UAW P&A Local 1979, featuring the following changes (with commentary):

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*Wages*

**A FOUR (4) YEAR AGREEMENT**

(Plus steps)

**Option A**

Year One	Eff. 8/01/04	2.0% ATB, then 1.0% bonus w/in 1 month
Year Two	Eff. 8/01/05	2.0% ATB, then 0.5% bonus w/in 1 month

60 days prior to the expiration of the 2005-2006 contract year, a “wage only” reopener, for years 3&4

Year Three	Eff. 8/01/06	To be determined during 2006 reopener (1.0% ATB minimum)
Year Four	Eff. 8/01/07	To be determined during 2006 reopener (1.0% ATB minimum)

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*Contract Provisions (changes) throughout this document are as follows:*

**Note: --Bolded language [other than titles] represents new language;  
--Strike-throughs [example] represent deletions.**

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**Add to P&A Preamble (page 1 of contract), before last paragraph (that begins with “Now, therefore...”); New language:**

**COMMENTARY:** WSU encourages friendly and cooperative relations between representatives and all Employees.

**ACTUAL LANGUAGE:**

**“Whereas, both the University and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all Employees.”**

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**Article 2 [Union Rights], Section “D” changes,**

**COMMENTARY:** Time off to attend board meetings (already allowed for in the contract) limited to no more than 2 meetings per month. Advanced notice of 1 week must be given.

**ACTUAL LANGUAGE:**

D. The Employer recognizes the responsibilities imposed on the Union and will grant permission and a reasonable amount of time to the authorized representatives of the Union to meet with representatives of the University for the purpose of bargaining, or to investigate and present grievances as provided in the Grievance Procedure. The Union Representative shall give his/her Administrative Unit Head as much advance notice as possible of date, time, and purpose of such needed released time. The privilege of authorized Union personnel leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the handling of such business.

In addition to the time off to meet with representatives of the University as specified above, the Union President will be given a total of five (5) hours off per week with pay to transact affairs of the Union, and the Financial Secretary of the Local Union will be given a total of four (4) hours off per calendar month with pay to transact affairs of the Union. In addition, up to twelve (12) additional members of the Union will be granted two (2) hours off per month with pay to attend ~~the monthly board meetings~~ **not more than 2 meetings per month. Advanced notice of 1 week must be given.** The Union will provide a current list of Employees eligible to attend the monthly ~~board~~ meetings. Any alleged abuse by either party with respect to the amount of time or the number of authorized representatives of the Union involved will be a subject for a Special Conference of representatives of the Employer and the Union.

**Article 8 - Grievance Procedure, Section “C”**

**New Arbitrators added to panel:**

**ACTUAL LANGUAGE:**

Under this process the parties shall mutually agree to select an Arbitrator on an ad-hoc basis within seven (7) working days from the date that the request for Arbitration is made. Failure to mutually select an arbitrator within the above stated time period will require the parties to (within three (3) days thereafter) alternately strike arbitrators from the following panel:

a. William Daniel	d. <b>Stanley T. Dobry</b>
b. Benjamin Kerner	e. Alan Walt
c. <b>Robert A. McCormick</b>	

**Article 10 – Special Conferences, Section “A” (Language correction; aides vs aids)**

**ACTUAL LANGUAGE:**

- A. Special Conferences may be arranged between representatives of the University and representatives of the Professional and Administrative Union for the following purposes:
  - 1. To review and recommend for improvement standards of cleanliness, comfort, and conditions of safety.
  - 2. To review equipment and work ~~aides aids~~ and make recommendations for appropriate improvements.

## Article 13 – Progressive Correction Procedure, Section “D” (Reference to Article 8)

### ACTUAL LANGUAGE:

#### D. Grievance Proceedings for Suspension/Dismissal

All dismissal and suspension actions must be appealed in writing and signed by the Employee at Step 3 of the Grievance Procedure (**defined in Article 8**) within five (5) working days after written notice of decision.

## Article 14 – Reduction of Work Force or Recall, Section “E.1”

**COMMENTARY:** Dental coverage may now be continued for 180 Days after layoff, if the Employee assumes 30% of the cost of the coverage, based on the level of coverage elected (single, 2-person, or family).

### ACTUAL LANGUAGE:

#### E. Continuation of Insurance Upon Layoff

1. A laid off Employee who had completed his/her probationary period shall be eligible to continue currently elected group medical, group life, and accidental death or dismemberment coverage with the same University subsidy as extended to active Employees for one hundred and eighty (180) days beyond the end of the month in which the Employee was laid off. **Dental coverage may also be continued for the period stated, if the Employee assumes 30% of the cost of the coverage, based on the level of coverage elected (single, 2-person, or family).** In no case shall such coverage extend beyond the end of the month in which the laid off Employee is re-employed elsewhere.

## Article 14 - Reduction of Work Force or Recall, Section “F”

**COMMENTARY:** Employees with 10 years of continuous service in the P&A bargaining unit are now “bump eligible.”

### ACTUAL LANGUAGE:

#### Article 14, Section F

#### F. Subsidized Positions

Effective 1/1/94, Employees who are hired into, or who are promoted, or who transfer voluntarily into a position which is subject to subsidy conditioned funding, shall be ineligible to displace another Employee in a reduction in force or when the subsidy is discontinued, **except as indicated below.**

**Effective with the ratification of the 2004-2008 Agreement, displaced Employees (as described in paragraph 1 of this section) who have attained 10 years of continuous service in the bargaining unit on the date of Article 14 written notification, shall be considered “bump eligible.”**

Employees in positions which are subject to subsidy conditioned funding shall receive written notice whenever the subsidy is discontinued.

Employees **with less than 10 years of continuous service in the bargaining unit**, who are displaced from positions which are subject to subsidy conditioned funding shall receive preferential consideration for a period not to exceed one year when applying for vacant positions

within the bargaining unit as provided above. Preferential consideration shall be given only if there are no qualified bargaining unit members with layoff rights who have applied for the position. The Employee shall be entitled to consideration before a non-bargaining unit member is hired for the vacant position, but in no case shall a candidate be placed in a position where s/he lacks the qualifications and ability to perform the duties of the available position. The rights of employees on layoff, as stated here, shall take precedence over Method 2 hiring guidelines and supervisors will not be able to use the Method 2 mechanisms to refuse recall rights of qualified P&A represented candidates in layoff status.

**ADDITIONAL COMMENTARY: Administration of provision**

Those employees, as described in paragraph 1, with ten or more years of P&A continuous service in the bargaining unit as of 2/18/2005 (ratification date by P&A), may now more “safely” bid into bump ineligible positions (BIP) because those positions will now have bumping rights for them only. Similarly, an employee who had already bid into a BIP position, but whose continuous P&A seniority reaches ten or more years, would now have bumping rights in a reduction in force (RIF) implemented after the person reaches the ten year seniority threshold.

Thus, this limits the scope of the BIP restrictions from previous contract language, to provide more career mobility and bumping rights.

BIP positions now have restrictions for a lesser sized group of candidates. A person with less than ten years of continuous P&A seniority who bids into a BIP will lack “bumping” rights until they reach the ten year P&A continuous service level.

## Article 15 - Promotions and Transfers, Section “B”

### **New Arbitrators added to arbitrator panel:**

**ACTUAL LANGUAGE:**

- B. Grievances based on the hiring authority's selection decision must be filed at the third step of the grievance procedure and not later than 5 working days after communication of the selection decision. The step 4 meeting shall be held within 30 calendar days of the selection decision notification, unless extended by mutual agreement. Either party may demand expedited arbitration (from a new panel selected solely for this purpose) not later than 10 calendar days after the step 4 meeting. The arbitration panel consists of Alan Walt, William Daniel, Benjamin Kerner, **Stanley T. Dobry**, and **Robert A. McCormick**.

## Article 16 - Promotions and Transfers Between Bargaining Units

Correct title of Article 16: “Promotions and Transfers Between Bargaining Units”

## Article 16 - Promotions and Transfers Between Bargaining Units, Section “G”

*--- No changes to Article 16.G, just agreement to revive the committee ---*

- G. Competencies Study Committee

The University and P&A are mindful of the benefit of defining the competencies required for career advancement and having a well-trained workforce. The parties also recognize the benefit of documenting the mastery of those competencies by candidates for P&A positions. Therefore, a 3x3 study group will be convened to examine these

issues, consisting of P&A and management employees. The study group will formulate recommendations for adoption or modification by the Executive Vice-President. The study group's initial focus will be the administrative assistant classification series. Study of other positions shall be by mutual agreement.

## Article 22 - Nepotism, Section "B"

**COMMENTARY:** Nepotism provisions will now apply to domestic partners.

### ACTUAL LANGUAGE:

#### ARTICLE (22) 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, **domestic partner**, parent and child, including son-in-law and daughter-in-law, brothers and sisters; and to define a position of influence to exist where selection for employment, supervision of University duties, or judgment concerning fitness for promotion or discharge with cause requires the action of one person with respect to the other.

## Article 45 – Excused Absence, Section "A," Delete entire last paragraph [FMLA "me too"]:

~~If nonrep FMLA expansion is made permanent after one year trial, then P&A will receive same expansion to be effective at time of nonrep announcement. P&A recognizes that the changes in the FMLA policy is being undertaken on a pilot basis and that the University may modify or discontinue this policy at its discretion. If the University modifies or discontinues the expanded policy as to nonreps, P&A will be bound by such changes to the same extent as they are binding on nonrep employees. The University will notify P&A of such changes, but is not required to bargain such changes.~~

## Article 48 - Christmas/New Year's Closure

**COMMENTARY:** Yearly schedules are no longer provided.

### ACTUAL LANGUAGE:

Employees will be given time off with pay between Christmas and New Years. Any Employees required to work on their regularly scheduled work day between Christmas and New Years will be given compensatory time off at a later date, or pay in lieu at the discretion of the University. Compensatory time, or pay in lieu thereof, shall be calculated as straight time for each hour worked and shall be paid in addition to the Employee's regular closure pay.

Employees scheduled to work during closure shall receive advance notice of whether their compensation shall be in money or additional time off, along with when such compensation shall be paid or scheduled. Concerns about scheduling may be subject to discussion at special conference, but shall not be subject to the grievance procedure.

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

~~The following are the Christmas/New Years' Holidays and "Closure" days:~~

CLOSURE 2002-2003

<del>Wednesday, December 25, 2002</del>	Christmas Holiday
<del>Thursday, December 26, 2002 through Tuesday, December 31, 2002</del>	Closure
<del>Wednesday, January 1, 2003</del>	New Year's Day Holiday

CLOSURE 2003-2004

<del>Thursday, December 25, 2003</del>	Christmas Holiday
<del>Friday, December 26, 2003 through Wednesday, December 31, 2003</del>	Closure
<del>Thursday, January 1, 2004</del>	New Year's Day Holiday

### **Article 50 - Medical Insurance, Sections "A & B" (Added flexibility in the selection and replacement of health plans).**

#### **ACTUAL LANGUAGE:**

- A. Medical insurance is available to members of the bargaining unit through contracts and agreements with Blue Cross/Blue Shield of Michigan, DMC Care (PPO), Community Blue (PPO), Health Alliance Plan (HMO), ~~OmniCare (HMO), and Blue Care Network (HMO), or other carriers mutually agreed upon.~~ All such employees working 50% or more time and all persons on long-term disability shall be eligible to participate in one of the programs.

For all HMO/PPOs the University shall provide a subsidy equal to the subsidy in effect on August 31, 1994, (or the full cost of the premium if equal to or less than the August 31, 1994, 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 August 31, 1994, plus 70% of the average cost increase for Single, 2-Person and Family coverage for the five HMO/PPO's plus an additional \$7.50 per month subsidy for family coverage.

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

#### **-- ARTICLE 50.B - New Paragraph 2 (located below existing paragraph "B"):**

**Medical insurance is available to members of the bargaining unit through contracts and agreements with various insurance carriers selected by the University. The University may offer a new plan (or plans) and provider(s) with coverage levels and other terms as determined by the HR division. However, the current subsidy and cost increase sharing ratios, as outlined in Section A of this Article, shall be maintained for future cost increases arising for any new plan(s). The University may substitute one carrier for another, provided that any substitution shall provide equivalent coverage over a similar geographic area within Southeastern Michigan.**

Equivalent coverage is not exactly the same, but is essentially as good on an overall basis across the plan. The union shall be notified of the substitution of an existing carrier within no less than 60 days prior to the effective date of such change. The union shall then have the opportunity (for the next 30 days after notice) to confer on the replacement plan with the University, prior to implementation.

## Article 50.F - Vision Care Coverage

### New Section "F":

#### ACTUAL LANGUAGE:

F. VISION CARE INSURANCE Effective on the first day of the first full month following ratification of this Agreement (2004), 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. For the calendar year 2005, 100% of the cost will be borne by the University. Effective January 1, 2006, and thereafter, the University shall subsidize the cost, at the rate of 50%.

--- Offered to, and accepted by all non-academic unions last year ---

## Article 52 - Long Term Disability Income Insurance, Sections "A, B, & D"

- A. The University, at no cost to the staff member, provides a program of disability income insurance **to all fractional or full-time bargaining unit Employees.**
- B. Participation begins after the staff member has completed ~~three (3) full years~~ **one (1) full year** of University service at the University.
- C. Benefits for an insured staff member begin after six (6) months of continuous total disability and continue for as long as the disability continues until the Employee reaches age 65. If, however, the disability commences after age 60, the benefits will continue until the Employee reaches age 70 or for five (5) years, whichever occurs first.
- D. Under this plan the individual will receive a monthly income benefit which, including any disability benefits from Social Security and Workmen's Compensation, will be equal to 66 2/3% of a person's basic salary up to a maximum of ~~\$5,000~~ **\$7,000** per month, effective October 1, 2000. The income benefit is subject to increase 3% each year during disability. The monthly income benefit will never be less than \$50. It also provides for a waiver of annuity premiums for an insured staff member participating in the University Retirement Plan.
- E. The decision of the carrier is not grievable to the University. However, should a dispute arise as to the validity of an individual claim, such matter may be raised by the Employee or the Union with the Human Resources Division.
- F. The Employer will pay the full cost of the basic and supplemental life insurance coverage. Medical coverage will be subsidized by the Employer at the same rate as is provided to active Employees if the Employee desires coverage.

--- Offered to, and accepted by all non-academic unions last year ---

## Article 53 - Life Insurance, Section "A"

- A. All Professional and Administrative Union members on a fractional or full-time basis will be provided with ~~\$25,000~~ non-contributory life insurance **that is equal to the employee's annual salary (or a minimum of \$25,000).**

Employees may purchase additional amounts of supplemental life insurance at subsidized and graduated rates by election of Option No. 1, 2 or 3 below. All eligible Employees shall be entitled to elect one of the following:

- Option No. 1 Non-contributory insurance plus supplemental insurance equal to one times annual salary to a maximum of ~~\$500,000~~ **\$750,000** of total coverage.
- Option No. 2 Non-contributory insurance plus supplemental insurance equal to two times annual salary to a maximum of ~~\$500,000~~ **\$750,000** of total coverage.
- Option No. 3 Non-contributory insurance plus supplemental insurance equal to three times annual salary to a maximum of ~~\$500,000~~ **\$750,000** of total coverage.

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

## Article 54 - Retirement, Section "F"

**COMMENTARY:** Before, accrued vacation had to be used up prior to retirement. Now, there is a choice, with mutual agreement, between utilizing the vacation bank or payment to the retiring employee in a Lump Sum. Absent mutual agreement, the vacation bank would have to be used up prior to retirement.

**ACTUAL LANGUAGE:**

- F. Accrued Vacation Bank ~~must be used prior to the effective date of retirement.~~ **Shall, by mutual agreement between Employee and Employer, be either: (1) used prior to the effective date of retirement, or (2) paid in a "Lump Sum" payment.**

## Article 55 - Tuition Assistance Program, Section "C" - Delete 1<sup>st</sup> sentence

**ACTUAL LANGUAGE:**

- C. ~~The Tuition Assistance Program will provide eligible Employees with Tuition Fee Credential Cards which are to be used in lieu of tuition payments.~~ As in the past, tuition assistance will apply to tuition fees only. Incidental fees such as laboratory fees, etc., which may be charged are the responsibility of the Employee. Failure to meet and maintain the eligibility requirements for tuition assistance will result in the benefit forfeiture and the benefit amount will be recovered by appropriate means, i.e., payment, voluntary payroll deduction, etc.

## Article 55 - Tuition Assistance Program, Section "D.1" Replace "Final" with "Open."

**ACTUAL LANGUAGE:**

- D. Eligibility:
  - 1. All full/fractional time salaried Employees on the Wayne State University payroll as of the last day of ~~Final~~ **Open** Registration.

## Article 55 - Tuition Assistance Program, Section "F" (Remove section of text)

### ACTUAL LANGUAGE:

- F. The application forms ~~and Tuition Fee Credential Cards~~ will be available at the Benefits Administration Office, as well as any additional information that may be necessary.

## Article 55 - Tuition Assistance Program, Section "H"

**COMMENTARY:** Failure to receive a passing grade will result in the forfeit of tuition assistance for the subject semester, and payment in full will be due as required.

### ACTUAL LANGUAGE:

- H. A Passing grade must be obtained. A passing grade 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 55 - Tuition Assistance Program, Section "K" (New Language)

**COMMENTARY:** Spouses and domestic partners of bargaining unit members (and children under 26 years old) now have contractual language covering tuition assistance.

### ACTUAL LANGUAGE:

- K. **The spouse or domestic partner of any bargaining unit member and/or children less than twenty-six (26) years of age, who are admitted to the University through its normal procedures, shall be permitted to enroll in Wayne State University graduate and undergraduate courses at a cost of fifty percent (50%) of the regular graduate or undergraduate tuition rate per credit hour, according to their student rank. The spouse, domestic partner, and/or children shall be encouraged to apply for appropriate scholarships and/or fellowships, the funding of which will reduce the amount of University assistance. Incidental fees shall be charged to the spouse, domestic partner, and/or children for such enrollment. The spouse, domestic partner, and/or children must apply for tuition reduction by the end of the term for which the reduction is requested, by submitting a completed application to Benefits Administration. In order to be eligible for tuition assistance, a passing grade must be obtained, as outlined above in Section H.**

## Article 62 - Job Audits - (New last paragraph)

### ACTUAL LANGUAGE:

Both parties understand that in some instances involving involuntary re-class of an existing position and incumbent, re-class date may not be the appropriate date of classification seniority. The Union and Labor Relations will meet to discuss these instances and make determinations on a case-by-case basis, with exceptions made by mutual agreement. Otherwise, classification seniority from date of changed duties prevails.

**Article 63 - Absence Call-in Procedure Due to Illness** (New Article; *enforcement is effective March 1, 2005. Units must place their P&A employees on notice of the new policy prior to that date*).

**ACTUAL LANGUAGE:**

**An employee is to report absence due to illness to the supervisor or designee(s) as soon as possible. As direct contact with supervisors may not always be possible, departments should enact alternative reliable methods, (i.e. e-mail, voice-mail, etc.) or alternative live contact for use in such cases.**

**Absence notice shall require the following elements:**

- A. Specify the expected duration of the absence, if more than one day. Where the duration is unknown and a health provider has not yet been consulted, the employee must call in each day to the supervisor.**
- B. Specify how the employee wants the time coded. FMLA-qualifying conditions are to be coded as FMLA with documentation to be submitted to Human Resources. A longer than daily interval between calls is appropriate, providing that the employee has confirmed absence for a particular period based upon promptly forthcoming medical documentation.**
- C. Specify whether medical documentation has been submitted to Human Resources, or when it will be submitted to Human Resources or the supervisor.**

**COMMENTARY/EXAMPLE:** Administration of the provision

One example of a proper call-in...

[Sunday evening, 10:00pm] “Hello! (cough, cough!) This is Don Roget calling in to my supervisor’s direct line that I am too sick to come in Monday. Right now I am just quite sick and coughing, and I have a fever, so I will try to sleep it off. Don’t know if this will worsen to a FMLA covered condition or not. I will call in Tuesday, if I still am sick.” {Time off would be coded as IL}.

[Tuesday morning, 8:30am] “Hello! (cough, cough!) This is Don Roget calling in. I am still very sick. I have a doctor’s appointment this PM. I will email you, if the doctor tells me that I need to continue to be off work. Still don’t know if this is going to be FMLA. {Time off would be coded as IC, because documentation of FMLA has not been provided}.

[Tuesday evening, 7:00pm - email to supervisor] “Hello! (hack, hack!) I saw my doctor this afternoon, and he has put me off on illness leave, with a return-to-work date of next week on Monday. He has me on a course of treatment for a serious health condition, which I respectfully decline to give you the details about. On Wednesday, I will fax HR the note that my doctor gave me, based on the FMLA form (and information) on the HR website. My absence should be coded FMLA from its start on Monday through this Friday.” {Time for the week would be coded as FMLA upon confirmation from HR that FMLA form was received and was appropriate}.

{No need to call in remainder of week because per Article 63.B, “a longer period than daily interval between calls is appropriate, providing that the employee has confirmed absence for a particular period based upon promptly forthcoming medical documentation”}.

**Letter of Agreement #15 - FMLA - DELETE entire letter (FMLA is now federal law)**

**COMMENTARY:** P&A bargaining unit employees will participate in the new performance appraisal program, beginning with evaluation year 2005-2006; resulting in a brand new P&A Letter of Agreement #20.

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## **Supplemental Letter of Agreement #20**

WAYNE STATE UNIVERSITY

Date: \_\_\_\_\_

Ms Michelle Burns, President  
Professional & Administrative Union  
UAW Local 1979  
Belcrest Hotel, Suite 102  
5440 Cass Avenue  
Detroit, MI 48202

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

Dear Ms. Burns:

The parties hereby agree that, the P&A bargaining Unit shall participate in the WSU Human Resources' modified performance appraisal program, as presented in December of 2004. Participation will commence with the ratification of the 2004 collective bargaining agreement.

P&A participation will be for the 2005-2006 evaluation year. Prior to any changes being made, P&A will have the opportunity, upon 15 days notice, to provide input on the announced changes.

Sincerely,

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

This Conforms to our agreement.

Michelle Burns, President, P&A, UAW Local 1979

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***-- provided by A.L. Rainey, Jr. --  
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