

**WSU & UAW Staff Association, Local 2071
Collective Bargaining Negotiations**

Collective Bargaining Agreement Changes – 2005

(Ratified by Staff Association, Local 2071 on 3/09/06)

Note: All Changes are in **bold**, and

All deletions show as ~~strikethroughs~~

#1

- ◆ Four Year Agreement (2005-2009)

#2

- ◆ **ARTICLE 7.K** Step Three Comment: Correct appeal directions

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

#3

- ◆ **ARTICLE 7.L** Step Four - Comment: Time limit to hear grievances at Step 4

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

#4

ARTICLE 9. CONTINUED STUDY

- A. The Employer and the Union will from time to time, during the life of this Agreement, at the request of either party and mutual convenience of both, meet for the purpose of appraising the problems, if any, which have arisen in the application, administration, and interpretation of this Agreement, and to propose such Amendments as are deemed necessary. Such Amendments may be given effect prior to the termination date of this Agreement, if mutually agreed by both parties.
- B. Special Conferences under this Agreement between the Union and the Employer are encouraged for working out mutual problems. Special Conferences for various matters will be arranged between the Union's President, or designated representative, and the Employer's designated representative, upon request of either party. Such meetings shall be between two (2) representatives of the Employer and two (2) representatives of the Union. More representatives of the Union or Employer may attend by mutual agreement. Special Conferences shall be arranged in advance and shall be held within ten (10) working days of the request for the conference. The ten-day limit may be extended by mutual agreement. An agenda for the matters to be discussed at this Special Conference shall be presented at the time the conference is requested. The matters taken up at the Special Conference shall include only those items on the agenda.
- C. During the life of the ~~2004~~ **2005** to ~~2003~~ **2009** Agreement, Special Conferences relating to the University's nondiscrimination obligations under the contract and training needs may be requested by the Union with the Labor Relations Office together with the Office of Equal Opportunity. Special Conferences on this topic shall be limited to not more than twice per contract year and shall otherwise follow the requirements of paragraph B, above.

#5 Comments: Ability to hire from the outside at salary grade 4 and below; no more hard copies of postings sent to Union; copy of GCST results after taking test.

ARTICLE 19, Sections C-F

- C. The Employer shall have the opportunity to hire from the outside at ~~Grade 3~~ **Grade 4** and below, as set forth in Section D below.

Current Employees who wish to be considered for transfer or promotion to positions of ~~Grade 3~~ **Grade 4** or below, as set forth in Section D, below, shall submit a request in writing to the Employment Services Office. Seniority will be considered in determinations made under this provision.

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

- D. The University and Union agree that promotional opportunities for current Employees should be encouraged throughout the University. Promotion and transfers for all bargaining unit vacancies above Salary Grade ~~3~~ **4**, ~~as well as the second or senior level of series classifications in Grade 3,~~ shall be handled in the following manner:

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

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

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

whether the job is represented or non-represented and the control or budget number when available.

5. Employees who wish to promote shall pass the general clerical skills test (~~GSCT~~) (**GCST**) effective for clerical positions posted on or after 8/01/02 (**for specific GCST inception/historical information, see Article 19 of the 2001 Staff Association collective bargaining agreement**). **After taking the GCST, an Employee will be provided with a receipt indicating their test results.** An employee who has passed the test need not pass it again. Employment Services will screen the applications in order to determine who meets the qualifications for the vacancy. This screening shall include passage of the general clerical skills test.

6. A seniority-ordered listing of qualified employees will be referred for interviews for the position.
7. The Employee with the most bargaining unit seniority from among all those who meet the specific qualifications for the posted position shall be transferred* or promoted except as allowed below. The specific qualifications shall reflect the performance requirements of the position. [*As used anywhere in this Article, employees seeking transfer need not take nor pass the test, but must be otherwise qualified.]
 - a) Employees who apply for promotion/transfer* must meet requirements of the position and have acceptable performance history and attendance. From among all of those who meet the above criteria, superior attendance, qualification, and seniority will be weighed equally, or along with seniority as set forth in b) below.
 - b) The department may select from among all bargaining unit candidates who apply the employee with the best attendance and qualifications, or it may choose a more senior employee than the one(s) with better attendance, providing that employee has better attendance than others who are more senior.
 - c) In determining what constitutes superior attendance, the department will consider the employee's attendance record for the twelve (12) month period prior to the closing date of the bid. Employees with less occasions of absence are regarded as having superior attendance. Where the number of occasions are equal, then the person with the less total hours of absences is regarded as having superior attendance.

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

All bargaining unit applicants not selected shall be notified confidentially within fifteen (15) days after the position is filled. Employees who make a request in

writing, shall, within fifteen (15) working days, be given a written explanation of why they were not selected.

8. Typing and Transcription tests for promotional level secretarial/clerical positions will be given once a month.
9. ~~Starting 2/01/02, employees may attend up to a four-hour paid course on test-taking skills once during the life of this 2001-2003 contract. Passage of the GCST will not be a promotional requirement until 6 months after this training is offered. A practice test will be made available as part of test-taking training. This course shall be scheduled bi-monthly starting by 2/01/02.~~
10. Employees may not retake the test more than once every three months. The first opportunity during the life of the 2001-2003 agreement for employees to take the

test shall be on paid time. Thereafter, paid time for taking the test shall be at the discretion of the department head of the employee applying.

11. ~~Employees who are unsuccessful on the test will be provided feedback, direction for training, or training (currently proofing and grammar.) During the life of the 2001-2003 agreement, employees who fail the grammar and proofreading parts of the test, providing that they first underwent the test-taking training, will be afforded 7.5 hours of release time for each class. Training will be at University designated training locations during normal working hours as scheduled by their supervisor.~~
12. ~~This proofing and grammar training shall be offered at least every other month starting no later than 3/01/02. A one-time sum of \$25,000 shall be provided to cover the cost of this training.~~
13. ~~The supervisor may schedule this proofing and grammar training outside of normal working hours and may provide compensatory time in lieu of overtime for such training outside of the normal work week, if the employee so requests.~~
14. ~~In addition to the training previously cited, there shall be a one-time sum of \$20,000 for reading comprehension and computation training. To be eligible for this training, employees must meet the following requirements: (a) failed the GCST three times, and (b) completed the test-taking skills course. This pool shall provide for 50% reimbursement, but not to exceed \$100 per employee for one course per term taken at approved institutions other than Wayne State. Such coursework must be successfully completed with a passing grade as determined by that institution and must cover the areas of computation or reading comprehension. This reimbursement is limited to one course per term.~~
15. It is recognized that any mandatory training is compensable time.
16. ~~Supervisors shall release employees within one month of the written request to take the first paid testing opportunity.~~
17. It is understood that a situation where an existing job is upgraded, or reclassified, the Employee holding that position shall remain in the revised position.
18. The Employer may fill a vacancy within a department, by promoting or reassigning an Employee within that department who meets the specific qualifications and has the highest bargaining unit seniority.
19. In order to be considered eligible for promotional and transfer referrals Employees must have completed their six (6) month probationary period.
20. Upon voluntary transfer an employee will not be considered for another voluntary transfer to any other position for a period of nine (9) months from the effective date of that action. Exceptions may be made by mutual agreement between the University, the Union and the Employee.

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

COLLECTIVE BARGAINING NOTE (this is not contract language): Numbered sections above will be adjusted to account for deletions.

#6

ARTICLE 37 - CHRISTMAS/NEW YEAR'S CLOSURE

- A. Employees will be given time off with pay between Christmas and New Years, except in any unit where it is determined it is necessary to work during that period. An Employee required to work between Christmas and New Years will be given compensatory time off at a later date.

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

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

- ~~B. Following are the Christmas/New Years' holidays and "closure" days:~~

Closure 2001 – 2002

Tuesday 12/25/01	Christmas Holiday
Wednesday 12/26 – Monday 12/31/01	Closure
Tuesday 1/01/02	New Year's Day Holiday

Closure 2002 – 2003

Wednesday 12/25/02	Christmas Holiday
Thursday 12/26/02 – Tuesday 12/31/02	Closure
Wednesday 1/1/03	New Year's Day Holiday

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

#7

ARTICLE 39. MEDICAL INSURANCE

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

#8

ARTICLE 40. DENTAL INSURANCE Comment: Remove “non-probationary”

- A. The Employer shall provide dental care coverage to all ~~non-probationary~~ enrolled Employees described in the contract between the Employer and Delta Dental of Michigan. Employees should enroll themselves and their dependents at the time of hire. Staff Association will have same dental coverage as AAUP-AFT.

#9

ARTICLE 41 - Comment: Clarification of Continuous disability

- C. Short-Term Disability:
1. Upon exhaustion of the Illness and Vacation banks after ninety (90) days of **continuous** verified disability from date of hospitalization or accident, or ninety (90) calendar days of **continuous** verified disability from date of first treatment due to illness, the Employee shall be paid fifty percent (50%) of the base rate in effect at the time of disability (not to exceed \$750.00 per month). These payments will continue through the last day of the sixth (6th) month of continuous absence. **Special review of eligibility may be conducted on a unique case-by-case basis.**

#10

- ◆ **ARTICLE 46.C** - Comment: Delete 1st sentence of paragraph:

~~The Tuition Assistance Program will provide eligible Employees with Tuition Fee Credential Cards which are to be used in lieu of tuition payments in accordance with the same eligibility and maximum provisions of the former Tuition Refund Program.~~

#11

- ◆ **ARTICLE 46.D** - Comment: Sentence #1; Replace “final” with “open.”

Eligibility:

1. All full-time and represented fractional time salaried Employees on the Wayne State University payroll as of the last day of ~~Final~~ **Open** Registration; it will be the responsibility of the Dean or Division Head to verify eligibility.

#12

- ◆ **ARTICLE 46.F** - Comment: Delete “and Tuition Fee Credential Cards:”

The application forms ~~and Tuition Fee Credential Cards~~ will be available at the Staff Benefits **Total Compensation & Wellness** Office, as well as any additional information that may be necessary.

#13

- ◆ **ARTICLE 46.H** - Comment: New section “H”

H. A passing grade must be obtained. A passing grade, for an individual course, is a "D" or better for undergraduates and a "C" or better for graduates. A grade of "S" or "P" is also considered passing for classes graded Pass/Fail or Satisfactory/Unsatisfactory. Failure to receive a passing grade will forfeit tuition assistance for the subject semester, and payment in full will be due as required.

Grades of I & Y must be converted in accordance with Student Requirements.

#14

ARTICLE 28.C (New Section “C”)

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

#15

-- New Letter of Agreement--

Supplemental Letter of Agreement #33

WAYNE STATE UNIVERSITY

March 9, 2006

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

RE: Participation in Modified Performance Appraisal Program

Dear Ms. McClusty:

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

Sincerely,

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

This conforms to our agreement.

Judy McClusty, President, Staff Association, UAW Local 2071

Economics:

Year One (2005, effective 8/01/05) - 2.0% ATB

Year Two (2006, effective 8/01/06) - 2.0% ATB

Year Three (2007, effective 8/01/07) - 2.0% ATB*

Year Four (2008, effective 8/01/08) - 2.0% ATB

For all years listed, those above maximum shall receive the ATB as a bonus. Also, for all listed years, steps shall be funded for eligible employees below job rate and based on classification seniority.

***A wage-only reopening of negotiations (for contract years 2007 & 2008) may be invoked, if there is an increase in the current State appropriation levels in the general fund, greater than 2.0% overall, as compared with 2005-2006 or 2006-2007. If the current appropriations levels do not increase as indicated, the above-cited 2.0% ATB for each of the contract years 2007 and 2008 shall apply.**

There were no other negotiated provisions for the 2005-2009 contract, beyond those listed.

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