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Agreement between the United Automobile, Aerospace, and Agricultural Implement Workers of America International Union (UAW), Professional & Administrative Union, Local 1979, AFL-CIO and the Board of Governors of Wayne State University, 2000-2002

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Union UAW (United Automobile, Aerospace, and Agricultural Implement Workers of America International Union) AFL-CIO

Local Local 1979, Professional & Administrative Union

Occupations Represented
Office and administrative support worker supervisors and managers

Bargaining Agency Board of Governors of Wayne State University

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2000 **EndYear** 2002

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Notes

Contact

Full text contract begins on following page.

**COLLECTIVE
AGREEMENT**

Between

WAYNE STATE UNIVERSITY

and



**The International Union,
U.A.W. and its W.S.U.
Professional and Administrative Union,
Local 1979, U.A.W.**

August 1, 2000 - July 31, 2002

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of August 2000, by and between the United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) and its Local Union 1979, hereinafter sometimes "Professional and Administrative Union" or "Union," and the Board of Governors of Wayne State University, the legally constituted governing body of this State institution of higher learning having constitutional status under the 1963 Constitution of the State of Michigan, hereinafter sometimes "University."

PREAMBLE

Whereas, the parties hereto recognize that the purpose of the University is to provide a facility for the education, training and enlightenment of all those who seek through its facilities to avail themselves of, and to contribute to, the learning process and

Whereas, it is recognized that the University undertakes to provide these services to the local, state, national and world communities through teaching, research and community service, and is dedicated to free inquiry and expression, to the highest ideals of a democratic society, and to the growth of man through education and

Whereas, the Professional and Administrative Union shares with the University the common objective of providing and maintaining an efficient and smoothly-run facility that will create an environment that will make possible the accomplishment of maximum learning and

Whereas, the job classifications included in the Professional and Administrative Union are recognized as part of one of the four major academic personnel groups of the University as defined by the Board of Governors Proceedings, October 24, 1968, and that the job classifications within this unit exist as pertinent and vital for the effective functioning of the University and

Whereas, the University and the Union have agreed to recognize the Union as the collective bargaining agency for those job classifications within Group C "Professional and Administrative Staff" and

Whereas, it is recognized that Employees included in the Professional and Administrative Union bargaining unit are entitled to equitable and just compensation for services rendered to the University, to equitable and just conditions of employment, to procedures for the equitable and peaceful adjustment of disputes through orderly and established channels and

Whereas, the laws of the State of Michigan authorize collective bargaining for public Employees and authorize public Employers to enter into collective bargaining agreements with the representatives of their Employees;

Now, therefore, the parties hereto do mutually covenant, promise and agree to and with each other as follows:

ARTICLE (1) RECOGNITION - EMPLOYEES COVERED

Pursuant to and in conformity with the certification issued by the Michigan Labor Mediation Board on September 28, 1970, in case Number R70 F-202 and the subsequent affiliation with the UAW on March 1, 1976, the University agrees to recognize the Union as the sole collective bargaining agent for the purpose of bargaining with the University with respect to wages, hours, and other terms and conditions of employment for all full-time and fractional-time Employees (working 50% of the time or more) in Professional and Administrative classifications which are listed below:

Accountant I	
Accountant II	Database Administrator
Administrative Assistant	Database Administrator LD
Administrative Assistant I	Database Analyst I
Administrative Assistant II	Database Analyst II
Administrative Assistant III	Documentation Specialist I
Administrative Assistant IV	Documentation Specialist II
Applications Project Leader	
Applications Specialist I	Environmental Health Specialist
Applications Specialist II	
Applications Specialist LD	Facility Coordinator I
Applications Specialist SR	Facility Coordinator II
Applications Technical Advisor	Financial Analyst I
Applications Technical Analyst	Financial Analyst II
Applications Technical Analyst LD	Forms Coordinator
Applications Technical Analyst SR	
Archivist Assistant I	Grant & Contract Officer I
Assistant Buyer	Grant & Contract Officer II
Assistant Editor	Grant & Contract Officer III
Assistant Music Director	Graphic Designer II
Audio Engineer/Producer II	
	Hazardous Materials Specialist
Broadcast Manager	Health Physics Specialist
Budget Analyst I	Help Desk Supervisor
Budget Analyst II	
Budget Analyst III	Information Assistant I
Business Manager I	Information Assistant II
Business Manager, University Press	Information Coordinator I
Business Systems Analyst I	Information Coordinator II
Business Systems Analyst II	Information Officer I
Business Systems Analyst LD	Information Officer II
Business Systems Analyst SR	Information Officer III
Buyer I	Instructional Technology Designer
Buyer II	
	Library Assistant I
Child Care Services Coordinator	Library Assistant II
Child Care Services Worker	Library Assistant III

Marketing And Sales Assistant	Programmer I
Marketing Specialist	Programmer II
Mortuary Supervisor	Programmer SR
Multimedia Specialist	Promotion Assistant
Music Coordinator	Promotion Manager
Music Director	Psychometric Services Officer I
	Psychometric Services Officer II
	Publications Coordinator
Network Engineer I	
Network Engineer II	Systems Administrator I
Network Engineer LD	Systems Administrator II
Network Engineer SR	Systems Administrator LD
News Director	Systems Administrator SR
	Systems Integrator I
Operations Manager	Systems Integrator II
	Systems Integrator LD
Personnel Officer I	Systems Integrator SR
Personnel Officer II	Systems Security Specialist
Procurement Specialist	Systems Security Specialist SR
Producer/Director I	Systems Software Engineer I
Producer/Writer	Systems Software Engineer II
Program Associate - WDET	Systems Software Engineer LD
Program/Project Assistant I	Systems Software Engineer SR
Program/Project Assistant II	

Excluded from representation by this bargaining unit are supervisors, all executives, confidential employees, administrative employees and all other employees covered by other collective bargaining agreements at Wayne State University and those in the following areas effective 8/1/00: Equal Opportunity; The Office of the President and Chief of Staff; Strategic Planning; the Central Budget Office; The Central Division of Human Resources. Effective October 1, 2000, employees whose primary duties are sales or fundraising related, or employees who work for departments or units whose primary purpose is development (fundraising) shall be excluded from the bargaining unit. Furthermore, it is mutually agreed that the following personnel are excluded from the bargaining unit. Subject to a maximum number of eight (8) employees.

1. Personnel in the Office of any Vice President;
2. Personnel in the Department of Internal Audit;

Upon request, the Union will be provided with a list of excluded Employees.

It is the policy of the University not to reduce the bargaining unit by arbitrary change in classification titles or to do so by creation of new classifications. Promotions to positions of greater responsibilities may justify promotion to a classification outside of the bargaining unit. The Union will be given at least a two-week written notice prior to the implementation of such promotions.

The University agrees that if any new or revised classifications are proposed covering comparable work as now being performed by any of the classifications in this Agreement, the University will notify the Union in writing at least two (2) weeks prior to the proposed implementation of the new or revised classifications and meet, upon request, to determine whether such classifications should become a part of this Agreement.

In no event shall the University remove any existing classifications from the bargaining unit, nor shall work currently performed by bargaining unit members be removed from the bargaining unit as a result of reclassification except in instances of shared work.

In the event of a dispute over the inclusion of new or revised classifications into the bargaining unit, or exclusion of such classifications from the bargaining unit, such dispute shall begin at Step 3 of the Grievance Procedure.

As the Union obtains a majority of signature cards in other classifications (appropriate to this Collective Bargaining Unit), the University shall recognize the Association as representing such classifications. In the event of a dispute about the appropriateness of the classifications, the University and Union will meet and discuss the matter. If a dispute still exists after the parties have met, the matter may be referred to the Michigan Employment Relations Commission for resolution.

DEFINITIONS

- A. The terms "Employee" and "Employees" as used in this Agreement (except where the Agreement clearly indicates otherwise) shall mean only an Employee, or Employees, within the bargaining unit.
- B. All references to "Employee" in this Agreement, except under "Pregnancy and Related Illness," designate both sexes and whenever the male gender is used it shall be construed to include male and female, and whenever the word Agreement is used it shall be synonymous with "Contract."
- C. Employees working in classifications covered by this Agreement may be hired on a temporary basis, provided the length of the temporary assignment is explicitly stated in the official written notice of the appointment.
- D. The term "full-time Employee" shall mean an Employee who works a normal work week as defined within this Agreement.
- E. A fractional-time represented Employee shall be one who works 50% or more in a covered classification.
- F. A part-time Employee, who is unrepresented, is an Employee who works 49% or less in a Professional and Administrative classification.
- G. The terms "University service" and "continuing service" as used in this Agreement, shall mean the total length of time an Employee has served in continuous full-time University positions.

- H. The term, "classification service" as used in this Agreement, shall mean the total length of service in a classification represented by the Professional and Administrative Union.
- I. The term "bargaining unit seniority" as used in this Agreement, shall mean the total length of service in any/all classifications represented by the Professional and Administrative Union.

ARTICLE (2) UNION RIGHTS

- A. The University hereby agrees that all Employees of the University, in accordance with Article 1 of this Agreement, shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Employer undertakes and agrees that it will not directly or indirectly discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any activities of the Union or collective professional negotiations with the University or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. Any concern raised by the Union regarding this provision of the Collective Bargaining Agreement may be the subject of a Special Conference as outlined in Article 10. of this Agreement, but shall not limit any right to refer the matter to the appropriate step of the Grievance Procedure.
- B. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining involving the Employees covered by this Agreement, for the duration of the Agreement, or any extensions thereof. Nothing contained herein shall be construed to prevent any individual Employee from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment. The Union may initiate its own grievances for protection and maintenance of this contract.
- C. The Employer agrees to furnish to the Union in response to reasonable requests available information concerning the financial resources of the University, and such other available information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the Employees, together with information which may be necessary for the Union to process any grievance or complaint.
- D. The Employer recognizes the responsibilities imposed on the Union and will grant permission and a reasonable amount of time to he 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. 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.

- E. The Union shall have a representative on the Fringe Benefits Study Committee which concerns itself with such matters as insurance, parking, retirement, policies and procedures, and on other committees mutually agreed upon. It is understood that such committee cannot bind the University or the Union to any agreement arrived at by such committees.
- F. There shall be no additional payments of any kind to any Employee for time devoted to grievance handling after working hours unless such a grievance meeting is requested by the University.

ARTICLE (3) UNION SECURITY

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

- A. The University agrees to notify all new Employees in classifications covered by this Agreement that the Union is the sole bargaining representative for their respective classifications.
- B. Except as provided in C., below, Employees covered by this Agreement shall be required as a condition of continued employment to become members in the Union or to pay service fees equal to the membership dues in accordance with the Constitution and By-Laws of the Union for the duration of this Agreement and any extensions thereof.
- C. Present Employees of the bargaining unit who were employed by the University prior to July 1, 1965, and who are not now members of the Union shall not be required as a condition of continued employment to become members of the Union or pay a service fee equal to membership dues. Employees hired, rehired, reinstated or transferred into the Bargaining Unit after the effective date of this Agreement shall be required, as a condition of continued employment, to become members of the Union, or to pay a service fee equal to membership dues, on or before the thirtieth (30th) day following the beginning of their employment in the unit.
- D. The University shall be notified in writing by the Union of any Employee in the Bargaining Unit who is thirty (30) days in arrears in payment of membership dues, or service fees. Employees who fail to comply with this requirement shall be released by the University within thirty (30) days of such notice.

- E. The Union shall indemnify and save the University harmless from any and all claims, demands, suits, or any other action arising from the above terms in this Article.
- F. Any dispute that arises regarding membership, non-membership and payment or non-payment of dues or fees, shall be initiated in accordance with the Pre-arbitration step of the Grievance Procedure.

ARTICLE (4) UNION SERVICE FEE COLLECTION

- A. Check-Off: During the life of the Agreement or any extension thereof, and in accordance with the terms of the form of Authorization for Payroll Deduction for Union Service Fee, the University agrees to deduct Union membership dues and service fees levied in accordance with the Constitution and By-Laws of the Union from the pay of each Employee who has executed the standard form of the University, "Authorization for Payroll Deduction for Union Service Fee" (Form 10-627) or who executes the form mutually acceptable to the University and the Union.
- B. The University shall not be responsible for checking-off or collecting dues or service fees during periods of leaves of absence for which the Employee receives no pay from the University.
- C. The University will furnish the Union no later than the tenth (10th) of the month a listing of all dues and service fees deducted for the previous month for all Employees, including additions and deletions since the last listing with an explanation of changes. A check payable to the Union shall accompany the listing.
- D. The University shall not be liable to the Union by reason of the requirements of this section for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Employees.
- E. The Union shall indemnify and hold the University harmless from any liability which might arise because of the improper deduction of money from an Employee's pay made in accordance with this Article. It shall be the responsibility of the Employee to obtain appropriate refund from the Union.

ARTICLE (5) MAINTENANCE OF POLICIES

- A. Except as modified by this Agreement, general personnel policies approved by the Board of Governors for University-wide application including Professional and Administrative Staff prior to the date of this Agreement shall remain in effect for Professional and Administrative personnel.
- B. In the event changes and/or improvements are incorporated in such policies, they shall automatically be extended to Professional and Administrative personnel except as otherwise modified by this Agreement.

- C. In keeping with the policy of the University to maintain as near uniformly as practicable in fringe benefit programs, it is understood that improvements such as holiday, insurance, retirement and disability programs approved for all other collective bargaining groups which are eligible to receive such benefits will be extended at the same time to Professional and Administrative personnel.

ARTICLE (6) MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include, but are not limited to:

- A. Full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, means, time, place and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces.
- B. The right to determine the work to be done by Employees covered by this Agreement.
- C. The right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work should be performed by Employees.
- D. The right to establish the qualifications of Employees, and to suspend, discipline and discharge Employees for sufficient and reasonable cause and otherwise to maintain an orderly, effective and efficient operation.

Nothing in this Article shall preclude or prohibit the Union or any Employee in the Union from exercising the rights contained in the Agreement.

ARTICLE (7) NON-DISCRIMINATION

- A. Fundamental to the American concept of democracy is the tradition that all persons are created equal and that all individuals shall be judged on their own merits. The University and the Professional and Administrative Union join in this belief and commitment to an affirmative action policy that applicants will be hired and Employees will be treated without discrimination on the basis of race, creed, color or national origin, sex, sexual orientation, marital status, handicap or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.
- B. The University and the Professional and Administrative Union confirm its commitment to the reasonable accommodation of its members pursuant to the Americans with Disabilities Act. The University shall have the right to fill positions, without limitation by the seniority, transfer and/or promotional provisions contained in this Agreement, in order to satisfy its duty to accommodate.

- C. 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.

- D. 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.
- E. 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 (8) 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 conformity with the following established Grievance Procedures:

A grievance not processed to the next progressive step of the Grievance Procedure within the specified time limits, shall be considered settled pursuant to such last step answer or withdrawn without prejudice (W.W.P.). Such action shall not prejudice the Union on any future similar grievances. A grievance withdrawn in accordance with this paragraph may be reinstated by the International Union at the Third Step of the grievance procedure. Financial liability, if any, shall date only from the date of such reinstatement.

STEP 1. Any Employee having a grievance, or one designated member of a group having a grievance, after first having notified the immediate supervisor of his/her grievance, may at his/her option discuss the matter directly with his/her supervisor or call his/her Union Representative for the purpose of attempting to adjust the grievance with the supervisor.

STEP 2. If the matter is unresolved, or the aggrieved is not satisfied with the results of Step 1, within five (5) working days following Step 1 the Union Representative shall put the grievance in writing on the mutually agreed to form (see Appendix) provided by the Employer and submit it to the Administrative Head of the Unit involved or his/her designee. The grievance shall state the nature of the grievance, the provision(s) alleged to have been violated, the adjustment sought, and the name(s) of the Employee(s) grieved.

The Administrative Head or his/her designee shall hold a meeting with the Union Representative and the grievant within five (5) working days of receipt of the written grievance. A written disposition of the hearing shall be submitted to the Union Representative within five (5) working days of the hearing. Any grievance not appealed in writing from an answer at Step 2 to Step 3 of the Grievance Procedure within five (5) working days after such answer, shall be considered settled on the basis of the last answer and not subject to further review. No matter shall be subject to the grievance procedure unless it is presented in writing by the Union within twenty (20) working days following its occurrence, or within twenty (20) working days of the date it is reasonable to assume that the Employee became aware of it.

STEP 3. If the grievance is not resolved at Step 2, it shall be presented by the Union to the Human Resources Division or its designee within five (5) working days after the answer given at Step 2. A meeting shall be called within five (5) working days of receipt of the appeal. Representatives of the University, not to exceed three (3) in number, will meet with representatives of the Union, not to exceed three (3) in number. Additional persons may be present by mutual agreement. A written disposition of the hearing shall be submitted to the Union Representative within five (5) working days of the hearing. Any grievance not appealed from Step 3 within five (5) working days of such answer shall be considered settled on the basis of the last answer and not subject to further review.

B. Pre-arbitration

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 at least two (2) representatives selected by the Employer and at least two (2) representatives selected by the Union. Additional persons may be present by mutual agreement. In the event the Pre-arbitration Committee above described is unable to arrive at a mutually acceptable solution to the grievance, then the Employer's and the Union's representatives on the Pre-arbitration Committee shall jointly submit the dispute to arbitration under the Voluntary Labor Arbitration Rules, then obtaining, of the American Arbitration Association. If the Employer or Union representatives refuse to join in such submission, either may demand arbitration, thus unilaterally invoking the process. The arbitration process shall not be invoked unless the submission or demand is received by the American Arbitration Association within fifteen (15) working days after the Pre-arbitration meeting.

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 to the last step of the Grievance Procedure, may be submitted to arbitration in strict accordance with the following:

1. The American Arbitration Association shall be requested by either or both parties to

provide a panel of five (5) arbitrators. Both the Employer 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 waive the Arbitration procedure as set forth above and request that the grievance or dispute be submitted to Expedited Arbitration.

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. Jack Stieber |
| b. Benjamin Kerner | e. Alan Walt |
| c. Daniel Kruger | |

3. The jurisdictional authority of the arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any provision of this Agreement and is submitted to him/her consistent with the provisions of this Agreement. The arbitrator shall have no power to add to, or subtract from, or modify, any of the terms of the Agreement.
4. The award of the arbitrator shall be based exclusively on evidence at the arbitration hearing.
5. There shall be no appeal from an arbitrator's decision. It shall be final, exclusive and binding to the Union, on all the Bargaining Unit Employees, and on the University. The Union will discourage any attempt by any Bargaining Unit Employee, and will not cooperate with any Bargaining Unit Employee, in any appeal to any court or labor board from a decision of the arbitrator.
6. The University, in no event, shall be required to pay back wages for more than thirty (30) working days prior to the date a written grievance is filed. In the case of a pay shortage of which the Employee could not have been aware before receiving his/her pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the Employee files his/her grievance within thirty (30) working days after receipt of such pay. All claims for back wages shall be limited to the amount of wages that the Employee otherwise would have earned, less any unemployment compensation, or wages for personal services that he/she may have received from any source during the period in question.
7. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in

any other case except in the case of representative cases when there is mutual agreement.

8. The arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony, argument, and submission of briefs.
9. Expenses of 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, except that two (2) Union representatives who are Employees of the University will be provided time off with pay from their regular work day to attend the arbitration proceedings. If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record.

D. Departmental/Unit-Wide Grievances

1. Grievances involving a complete department, division or unit may be initiated at Step 2.
2. 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, 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. In the event of dispute on the application of this paragraph, the parties will discuss the dispute and by mutual agreement, initiate the grievance at the appropriate step of the grievance procedure.

E. A grievance not answered by the University within the specified time limit may be referred by the Union to the next step of the grievance procedure.

F. 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.

G. By mutual agreement, extension of time limits may be granted.

ARTICLE (9) NO STRIKES/NO LOCK OUTS

The Union recognizes that during the life of this Agreement, neither it nor its officers, representatives, committee persons, and stewards will for any reason, directly or indirectly, call, sanction, or engage in any strike, walkout, slow-down, sit-down, stay-away, limitation of production, boycott of a primary or secondary nature, picketing or any other form of interference with the peaceful operation of the business of the University.

In the event that Employees represented by the Professional and Administrative Union engage in any of the above activities, the President of the Union or a representative thereof will, upon request from the Human Resources Division, immediately notify them of the inappropriate nature of their activity and direct them to return to their jobs. The University agrees that during the term of this Agreement, it will not lock out any of the Employees covered by this Agreement.

ARTICLE (10) SPECIAL CONFERENCES

- 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 and make recommendations for appropriate improvements.
 3. To review and make recommendations regarding problems of appropriate space.
 4. To review and make recommendations regarding personnel policies and procedures.
 5. Other such matters, as well as the listed subjects, shall be confined to matters relative to the Bargaining Unit.
 6. Such Special Conferences shall be requested in advance through the Human Resources Division or its designee, and shall be held within ten (10) working days of the request for the conference.
 7. An agenda for the matters to be discussed shall be presented at the time the conference is requested.
 8. For final disposition (except for items which are subject to the Grievance Procedure) recommendations by the Special Conference shall be communicated to the Labor Relations Department or its designee for appropriate action. A written report on the disposition of the recommendations will be sent to the committee within thirty (30) days.

ARTICLE (11) PROBATIONARY EMPLOYEES

- A. An Employee is a "probationary Employee" for the first six (6) months of employment. This time period may be extended on a month-to-month basis for periods not to exceed an additional six (6) months by agreement with the Union. Periods of absence from work shall not be counted toward completion of the probationary period.

- B. There shall be no continuing service rights for lay-off, recall, discipline, or discharge for "probationary employees," and no such matters will be subject to the Grievance Procedure. Upon completion of the probationary period the Employee will acquire continuing service rights 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, and other conditions of employment. The probationary Employee shall have the same rights as other Employees, except as modified in this Article.

ARTICLE (12) POSITION SECURITY

A. Continuing Tenure

All prevailing continuing tenure for members of the Union shall be continued in effect irrespective of any provisions of this Contract.

While "tenure status" will not be afforded by our Contract to other persons in the unit, Betty Ray will continue to be given all the benefits of tenure status during the course of their employment with the University.

B. Continuing Service Status

For members of the Union who do not have continuing tenure, the Articles of this Contract on continuing service are provided for job security purposes in lieu of tenure.

1. Definition

Continuing service status is the University's recognition of the continuity of satisfactory employment and the assurance of career continuance and advancement including intellectual freedom, promotion opportunities, salary and fringe benefits in accordance with the provisions of this Agreement on a continuing basis and carries the assurance of employment security until retirement to members of the Professional and Administrative Union under this Agreement.

2. Continuing Service Status Eligibility

All present Employees represented by the Professional and Administrative Union who have completed six (6) months service shall be given continuing service retroactive to the date of hire into the bargaining unit.

All present Employees who have completed less than six (6) months service shall be given continuing service status upon satisfactory completion of six (6) months service retroactive to date of hire into the bargaining unit.

Employees hired after date of Agreement shall be given continuing service status upon satisfactory completion of the probationary period retroactive to the date of hire.

3. University service will be used to determine fringe benefits.

C. Termination of Continuing Service Status

An Employee shall lose continuing service status and no longer be an Employee if:

1. The Employee resigns or quits;
2. The Employee retires;
3. The Employee is discharged or terminated;
4. The Employee does not return from layoff in accordance with the recall provisions of this Agreement;
5. The Employee's recall rights expire;
6. The Employee fails to return on, or before, the termination date of a leave of absence unless the leave is officially extended.
7. The Employee is dismissed for adequate cause including, but not limited to, the following reasons:
 - a) An act involving moral turpitude that bears upon the ability to appropriately perform the job.
 - b) A serious misrepresentation of facts at the time of employment or promotion.
 - c) Violation of professional standards and principles.
 - d) Failure to competently perform professional assignments.

ARTICLE (13) PROGRESSIVE CORRECTION PROCEDURE

A. Progressive Correction Procedure

If an Employee, in the considered judgment of the supervisor, is not meeting the responsibilities of his/her position or is in violation of reasonable professional standards and principles held normative for fellow Employees, the following progressive correctional steps shall be taken:

1. Verbal Notification

The supervisor shall hold a private conference with the Employee for the purpose of discussing job performance deficiencies or unacceptable professional standards and principles. Coaching, which requires specific suggestions on performance improvement, is strongly encouraged prior to formal written notification under Section 2. Additional conferences may be held if the supervisor or Employee feel such will ensure mutual understanding and desired correction.

2. Official Written Notification

- a) If the Employee's job performance or professional standards and principles do not improve to an acceptable degree within a reasonable period following conference(s), the Employee shall be given, in a meeting with the supervisor, a written notice of his/her unacceptable and uncorrected deficiencies. The written notification shall include the supervisor's specific suggestions and a timetable for expected corrections, including at least one follow-up meeting. The written notice shall be signed by both the supervisor and the Employee. The Employee's signature shall indicate only that the Employee has read the notice but does not represent concurrence or non-concurrence with the content of such notice. The Employee may, at his/her option, notify the Union of such written notification. The signed letter of notification will be handled as described in (b) and (c) which follow.

Additional conferences may be held if the supervisor or Employee feel such will ensure mutual understanding and desired correction.

- b) The Employee may request representation by the Union at the progressive correction meeting with the supervisor for the purpose of ensuring completeness of understanding of the unresolved problem and corrective efforts made-to-date.
- c) If the matter remains unresolved after the progressive correction meeting, the Employee shall be afforded the opportunity to append his/her written position with respect to the problem to the supervisor's letter of notification for joint submission to the Labor Relations Department and Personnel Records.
- d) Such official written notification, together with the Employee's optional response to same, shall be removed from the file after the follow-up meeting, if in the supervisor's judgement the performance is no longer deficient, or no later than two (2) years of non-repetitive job deficiency necessitating such an official written notification. Supervisors are encouraged to remove disciplinary action before the three years, if the problem performance has been adequately resolved.

B. Suspension/Dismissal Proceedings

Only after progressive corrective procedures (Section A, above) have been followed may suspension/dismissal proceedings be initiated on the recommendation of the appropriate supervisor to the Labor Relations Department, or its designated representative, who shall take the following action:

1. Hold a meeting with the principals in attendance, together with Union representatives if requested by the subject Employee.
2. Notify the Employee and the Union of the suspension or dismissal and provide written reason(s).
3. If an Employee is not suspended/dismissed, all written materials relative to the case must be removed immediately from all personnel files on the Employee.
4. If suspension/dismissal is to be invoked, the Employee and Union must be notified of the effective date of suspension/dismissal.
5. If suspension is invoked, all written materials relative to the case must be removed from all personnel files on the Employee after two (2) years from date of suspension provided no further action relative to the matter is pending.

C. Immediate Suspension/Discharge

1. For any act(s) that represent a threat to life, person, or property, or for just cause, an Employee may be immediately suspended/discharged by the Labor Relations Department or its designate. In such cases the Labor Relations Department or its designate will take the following steps:
 - a) Notify the Employee and the Union of the suspension/discharge as soon as possible.
 - b) In instances of suspension hold a meeting with the principals in attendance, together with Union representatives if requested by the subject Employee, within two (2) working days of the suspension action or such other agreed upon date.
 - c) In instances of discharge hold a meeting, if requested by the Employee, within two (2) working days of the discharge action. The Employee will exercise his/her option with respect to Union representation.
2. If the Employee is not suspended/dismissed, all written materials relative to the case will be removed from all personnel files of the Employee.

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 within five (5) working days after written notice of decision.

ARTICLE (14) REDUCTION OF WORK FORCE AND RECALL

A. Reduction of Work Force and Recall

In the event it should become necessary to reduce the number of Employees in the bargaining unit, or to formally discontinue a University position to which a P&A/UAW member is assigned, the University agrees to provide written notice to the Employee and the Union at least thirty (30) days prior to the actual reduction, except in instances of unusual or extenuating circumstances. It is understood, however, that an Employee who receives such notice must respond to the University within five (5) days indicating whether the Employee will accept appropriate employment if available under the work force reduction procedure. If the Employee's acceptance of such work results in the layoff of another Employee, that Employee shall receive as much notice of layoff as is possible.

In the event of layoff, the University shall meet with the Union, on request, prior to the contemplated reduction to review how the reduction will be accomplished.

In an effort to provide that Employees with the least seniority are the first to be subject to any necessary work force reduction, the following order of layoff will be implemented:

1. In order for any transfer or recall to take place per the following provisions, the subject Employee must have the qualifications and the ability to perform the duties of the available position.

An Employee placed into a position under the provisions of this Article may be subject to the ninety (90) day job qualifying period. If an Employee is subject to such a qualifying period, both the Employee and the Union shall be notified as to the Employee's performance.

There shall be a minimum of two (2) progress reports within the ninety (90) day period. The first report must be done midway through the period and the second report must be done prior to the expiration of the ninety (90) day qualifying period.

Any Employee subject to the job qualifying period and disqualified within the ninety (90) day period shall continue to exercise seniority under the provisions of this Article.

2. Employees who have not completed the probationary period will be the first laid off within the affected classification in the department or division where reductions are deemed necessary. Any "temporary" position in a classification represented by the Union for possible elimination in lieu of the contemplated reduction of any regular position.
3. The subject Employee, with the least classification seniority in the classification affected within a department or division shall be the first to be laid off provided the Employee(s) remaining have the ability to perform the work available.
4. The subject Employee shall be transferred to a vacancy in his/her classification in his/her division or department, if such exists.
5. If such does not exist, the subject Employee shall be transferred to a vacancy in his/her classification in the University, if such exists.
6. If no vacancies exist within the subject Employee's classification, he/she shall displace the lowest classification seniority person in his/her classification in the University, if he/she has higher seniority in the classification than the displaced Employee.
7. If 4, 5, and 6 above do not provide employment, the subject Employee shall be transferred to a vacancy in the next lower level of his/her classification sequence in the department or division, if such exists.

"Classification sequence" shall be defined as classifications with identical titles, but varying degrees of responsibility, (e.g., Administrative Assistant I, Administrative Assistant II, etc.).

8. If such does not exist, the subject Employee shall be transferred to a vacancy in the next lower level of his/her classification sequence in the University, if such exists.
9. If no vacancies exist within the next lower level of the subject Employee's classification sequence, he/she shall displace the lowest classification seniority person in the next lower level in his/her classification sequence in the University, if he/she has higher bargaining unit seniority than the displaced Employee.
10. Any Employee who refuses employment offered by the University in the same or next lower level of his/her classification sequence in accordance with the above provisions shall be considered a voluntary termination.
11. If 8 or 9 above does not provide employment, the subject Employee shall displace the least senior Employee in the job groupings provided he/she has the qualifications and ability to perform the work. The position must be at a salary range equal to or lower than the Employee's former position (see Appendix D).

The "least senior" Employee is defined as the Employee with the least seniority in the bargaining unit.

12. An Employee subject to layoff, to whom the University does not offer employment in accordance with the above provisions, may apply for any job vacancy in the bargaining unit for which he/she believes himself/herself to be qualified; and he/she will be transferred by the University to the position if he/she possesses the qualifications and the ability to perform the duties of the available position and if such a transfer does not interfere with the seniority rights of any other bargaining unit Employee under the provisions of this Agreement.
13. A displaced Employee with higher bargaining unit seniority may displace a lower seniority Employee in the lowest level of a classification sequence who is at the same salary range or lower in the bargaining unit. The Employee must have the qualifications and present ability to perform the duties of the position.
14. Any Employee who cannot be placed under the provisions of 11, 12 and 13 above shall be given preferential consideration for suitable vacancies within the University for which they are qualified and which they have the ability to perform prior to the University hiring new personnel, provided such consideration does not conflict with any provision of any other collective bargaining agreement entered into by the University.
15. Any Employee who does not exercise his/her seniority in filling a position as provided for in 11, 12, 13 and 14 above, shall be placed on layoff and shall be subject to recall in accordance with the recall provisions of this Article.
16. In the event an Employee is, under the provisions of this Article, transferred or recalled to a position in the classification from which he/she was laid off, or to a position in another classification at the same salary grade, the Employee shall be paid at the same rate he/she was receiving prior to the layoff.

"Same rate" shall be defined as the same salary rate plus any across-the-board increases provided to the salary grade if the Employee is recalled to the same grade or the same step or relative position within the merit range if the Employee is recalled to a lower grade.

In the event the Employee is, under the provisions of this Article, transferred or recalled to a position in a classification at a salary grade lower than that of his/her previous classification, the Employee shall be paid at the salary level (step) closest to, but not higher than, his/her previous salary, and not higher than the maximum in the new classification.

17. A transfer or layoff shall not result in a reduction of total University service or of bargaining unit seniority.

B. Recall

1. Recall shall be in inverse order of layoff, and laid off Employees shall be recalled as specified below before any new Employees are hired, provided they have the ability to perform the work available.
2. Notice of recall shall be sent to the "laid off" Employee at his/her last address of record by registered or certified mail. If the Employee fails to respond within five (5) days from the date of delivery of the notice of recall, or in the event no delivery is possible ten (10) days after mailing, and/or if he/she does not agree to report to work within ten (10) days from the date of response, he/she shall be terminated, unless reasonable cause, in writing, prior to the filling of the position, is given for not responding or not reporting. Extension of the five (5) day period of response and the ten (10) day report-to-work period may be granted by the University for unusual circumstances or appropriate cause.
3. The University shall maintain a list of laid off Employees according to classification and bargaining unit seniority. Laid off Employees shall have recall rights for a period equal to their length of service up to three (3) years.
4. Probationary Employees shall not be extended "recall" rights.
5. Laid off Employees will return to work with the same continuing service status and seniority they had at the time of the layoff.
6. The University shall recall Employees to positions in their previous classification or to positions in the next lowest level of their classification sequence, provided they have the ability to perform the duties of the available position. Such work shall be considered comparable to their previous positions, and a refusal of such an employment offer shall terminate an Employee's seniority, recall and employment rights with the University. The University may also recall Employees to other comparable bargaining unit positions for which they are qualified, and a refusal of such an employment offer in the salary grade of their previous classification or the next lower salary grade shall terminate the Employee's seniority, recall, and employment rights with the University.

C. Demotional Transfers

1. The University shall maintain a listing of Employees who accept a demotional transfer in lieu of layoff.
2. Employees who accept demotional transfers in lieu of layoff shall be accorded the opportunity to return to their former positions in the event said position is reestablished within a period equal to their length of service up to three (3) years from the date of demotional transfer.
3. "Preferential" consideration shall be accorded to the demotional transfer Employee as a candidate for other position openings in his/her former Professional and Administrative

Union classification for a period equal to his/her length of service up to three (3) years. Such preferential privilege shall not be accorded more than two (2) times within the stated time period.

D. Superseniority

For purposes of layoff and recall determination, officers and directors of the Union, not to exceed twelve (12), shall be considered to have the highest classification service in their particular classifications. The Union will furnish in writing to the University and keep current, a list of the officers and directors.

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. In no case shall such coverage extend beyond the end of the month in which the laid off Employee is re-employed elsewhere.
2. The laid off Employee shall request desired insurance coverage (in writing) within thirty-one (31) days after the end of the month in which he/she is laid off. He/she shall be invoiced monthly for his/her share of premium.

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.

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

Employees 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.

ARTICLE (15) PROMOTIONS AND TRANSFERS

In the best interests of the Union and the University, the University shall promote or transfer Employees from within under the following circumstances:

Through 9/30/96,* or as thereafter extended by mutual agreement, University-trained hiring authorities may utilize more than one method of promotion as set forth below. They may fill vacant positions on the basis of seniority [most-senior-qualified] (Method 1) or selecting-the-most-qualified (Method 2). Only those hiring authorities that have completed the following training shall be eligible to use method 2: a) effective selection interviewing, b) performance appraisal, and c) contract administration. Hiring authorities that have not yet completed all three modules must make hiring decisions based on most-senior-qualified, Method 1 only.

METHOD 1 - SENIORITY-BASED HIRING

- A. Current University Employees who apply and possess the specific qualifications for a bargaining unit position shall be promoted or transferred before any non-Employees.
- B. In those cases where two or more bargaining unit personnel meet the specific qualifications for the open position, the bargaining unit member with the most service in the bargaining unit will be promoted or transferred.
- C. The Employee promoted or transferred shall have a three (3) month provisional period. At the end of the three (3) month period, the Employee will:
 - 1. Be removed from provisional status; or
 - 2. Be returned to his/her former position if available; or
 - 3. Be placed in a position within his/her former classification.

In the event that placement cannot be made pursuant to C.3. above, the Employer will attempt to place the Employee pursuant to Article (14), Reduction of Work Force and Recall, and shall begin with section A.6. of that Article.

*After 9/30/96, absent extension, or invoking of Section F of Method 2, promotional and transfer decisions, shall be limited to Method 1.

No reduction in salary below that of such Employee's former classification shall occur before the Employee is placed into a position pursuant to Article (14) or before thirty (30) days have expired, whichever is less. The thirty (30) day period shall begin on the date the Employee receives notice of completion of the provisional status period. An Employee not placed under these provisions shall be laid-off pursuant to Article (14).

The decision to return an Employee to his/her former position or classification is not subject to the grievance and arbitration procedure.

The provisional period may be extended on a month-to-month basis for periods not to exceed an additional three (3) months by agreement with the Union. Periods of absence from work shall not be counted toward completion of the provisional period.

- D. In recognition of the mutual benefit accruing from the development of a broad based, diversified talent pool with expertise in various facets of the operation of the University, it is agreed that whenever an opening occurs in an existing or similar classification, an Employee presently holding such classification may elect to execute preferential transfer rights once in any three (3) year period, prior to implementing the promotional procedure.

However, in no event shall a senior Employee be forced to accept or retain a given objectionable position unless such position is the result of: a) position elimination, b) major technological change in the position, c) major structural departmental reorganization.

In the event a position is eliminated and that same position is reinstated within three (3) years, the displaced Employee will have automatic guaranteed return rights to the reinstated position providing that Employee has the ability to perform the work.

- E. An Employee who is not promoted or transferred, upon written request shall be informed in writing of the reasons for non-selection as soon as possible, but in no event later than fifteen (15) working days of receipt of the written request. A copy shall be furnished to the Union upon request.

METHOD 2 - MOST-QUALIFIED-BASED HIRING

- A. Promotions and transfers shall be based on job related qualifications and ability. Where these are equal, an Employee with the most bargaining unit seniority shall be promoted or transferred. In determining qualifications and ability, the University may consider, but is not limited to, such factors as:
1. Job performance on current and previous assignment(s). (For purposes of this Article, performance evaluations on record as well as those conducted pursuant to the newly introduced performance appraisal form, may be used. Those P&A employees rated at least fully satisfactory (FS) shall have preference over non-P&A candidates when all other selection requirements are equal among candidates. In such instances, P&A bargaining unit seniority shall serve as the tie breaker. Among P&A candidates, those rated higher are presumed more qualified, where all other requirements are equal.)
 2. Job knowledge
(Including University certification in competencies required of the position, as determined and assessed by the University.)
 3. Absentee record
 4. Appropriate interpersonal skills

5. Education
6. Ability to perform the job with or without accommodation

- 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, Daniel Kruger, and Jack Stieber.
- C. In recognition of the need to more clearly define the duties, responsibilities and minimum qualifications for positions, a joint committee comprised of Union and Management representatives will meet to study and address the concept of standardized postings.
- D. The Employee promoted or transferred shall have a three (3) month provisional period. At the end of the three (3) month period, the Employee will:
1. Be removed from provisional status; or
 2. Be returned to his/her former position if available; or
 3. Be placed in a position within his/her former classification.

In the event that placement cannot be made pursuant to D.3. above, the Employer will attempt to place the Employee pursuant to Article (14), Reduction of Work Force and Recall, and shall begin with Section A.6. of that Article.

No reduction in salary below that of such Employee's former classification shall occur before the Employee is placed into a position pursuant to Article (14) or before thirty (30) days have expired, whichever is less. The thirty (30) day period shall begin on the date the Employee receives notice of completion of the provisional status period. An Employee not placed under these provisions shall be laid-off pursuant to Article (14).

The decision to return an Employee to his/her former position or classification is not subject to the grievance and arbitration procedure.

The provisional period may be extended on a month-to-month basis for periods not to exceed an additional three (3) months by mutual agreement with the Union. Periods of absence from work

shall not be counted toward completion of the provisional period.

- E. A bargaining unit Employee who is not promoted or transferred and is more senior than the selected candidate, shall be informed in writing of the reasons for non-selection as soon as possible, but in no event later than fifteen (15) working days after the employment offer is made to the successful candidate. A copy shall be furnished to the Union upon request.

The less senior candidate(s) shall be informed of the reasons(s) upon written request within the same time frame.

- F. In all hiring, promotions or transfers, the University shall inform the Union in writing within ten (10) working days of the decision to hire, promote, or transfer using this method. All communications shall include the specific deciding factors for utilization of Method 2 (i.e., why the department did not hire the P&A member(s) and why the external or less senior person was hired.)
- G. 1. The Union shall establish a Method 2 Monitoring Committee, which shall assist in investigating concerns about operation of this method.
2. Unresolved concerns of the Monitoring Committee shall be addressed to the Union Executive Committee or its Designees.
3. The Executive Committee or its designees shall address concerns through special conference(s) with University Designees and the Labor Relations Department.

ARTICLE (16) PROMOTIONS AND TRANSFERS

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

same step or relative position in the new salary grade as they held in the higher grade.

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 (17) OUTSIDE EMPLOYMENT

A moderate amount of outside employment is permissible, provided that it does not conflict with University duties and does not adversely affect the quality of University service.

If the University determines that an Employee's outside employment is affecting the performance of the Employee's work at the University, he/she will be so advised and expected to take steps to remedy the situation.

ARTICLE (18) PARTICIPATION IN PROFESSIONAL ORGANIZATIONS

The University maintains institutional memberships in selected state and national organizations. Employees who are designated by the University as institutional representatives and are assigned by the University for attendance at sessions of those organizations shall be reimbursed by the University for expenses incident thereto, in accordance with the established policies for expense reimbursement.

Whenever Employees are assigned to attend any professional meetings as official representatives of the University, expenses will be reimbursed in accordance with the established policies and procedures. All such Employee participation must be approved in advance.

These policies are in no way inconsistent with the Employee's option to participate as an individual and at his/her own expense in professional organizations that establish and maintain the Employee's status as a professional person. Where attendance at functions of such professional organizations requires release time, it may be approved by the Administrative Head of the department, based on the merits of the request and where work schedules of the department permit.

ARTICLE (19) FRACTIONAL-TIME

The University, recognizing the professional character of Employees represented by the Professional and Administrative Union, may authorize transfer to fractional-time assignments when such assignments best serve the interests of the Employee and the University and can be arranged with the approval of the administrative head. The parties recognize that there are practical limits to the number of such assignments, and such assignments should specify the duration and time of return to full-time work.

A. Definition

Fractional-time assignment shall mean any percentage of time worked between fifty (50) percent and one hundred (100) percent.

B. Benefits

1. Fractional-time Employees shall receive medical and health insurance, life insurance and dental insurance, and appropriate retirement contribution, in the same manner as would apply to any Employee working full-time.
2. Vacation allowances and short-term disability benefits shall accrue to fractional-time Employees in proportion to the fraction of time worked.
3. Fractional-time Employees are entitled to be paid for University observed holidays which fall on any of the Employee's scheduled work days on a fractional-time basis.

C. Seniority

Fractional time shall be regarded as equal to full time, save for appropriate evaluation of experience under Art. 15, or where specifically treated differently.

ARTICLE (20) BULLETIN BOARDS

A. The Union shall have the right to use an appropriately labeled section of existing departmental bulletin boards for the posting 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 elections
3. Notices of results of Union elections
4. Notices of Union meetings
5. Notices of position openings
6. Information of professional interest to the Union

- B. In the event a dispute arises concerning the appropriateness of material posted on bulletin boards, the President of the Union will be advised by the Personnel Office of the nature of the dispute and the notices or bulletins in question will not be removed from the bulletin boards until an immediate conference with the Union is held. If a dispute still exists after said conference, the material will be removed and the Union shall have the right to file a grievance.

ARTICLE (21) POSITION POSTINGS/COMMUNICATIONS

- A. It is general University policy to fill University position openings from within whenever there are qualified applicants available within the University. Members of the Professional and Administrative Union may apply for positions for which they believe they are qualified.
- B. The position posting represents an outline of the duties for that particular position and its purpose is not to represent the full scope of responsibilities or accountabilities for either that position or for that entire classification.
- C. Notices of position openings shall be widely distributed on campus for informational purposes and bulletin board placement. Such notices shall remain posted for a minimum of ten (10) working days prior to application closing date.

This Article shall not prevent the University from devising more expeditious, less paper intensive, or otherwise improved methods of communicating information about openings, and revising its posting procedures accordingly. The Union shall be advised of improved methods prior to their implementation.

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, 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 (23) PERSONNEL FILES

- A. Each Employee shall have the right upon written request to examine the contents of their own personnel files as maintained by the Division of Human Resources and as maintained by their Department or Division, the only exclusion being confidential pre-employment credentials of an evaluative nature. These two files shall be considered the official University files. The contents of any other unofficial files shall not be used as the basis upon which discipline or other personnel actions may be taken. The Employee shall make an appointment with the Division of Human Resources or the Department or Division Head to examine their personnel file. The Employee may be accompanied by a representative of the Union if the Employee so desires. The Employee may designate, in writing, that they desire a representative of the Union to examine their file in their absence, and the representative shall be allowed to examine the file.
- B. No official report nor any derogatory statement about an Employee shall be filed unless the Employee is sent a dated copy. The Employee has the right to submit a response to the report or statement, and such a response shall be attached to and filed with the report or statements in the Employee's file.
- C. Each Employee shall have the right to place in his/her personnel file material which attests to his/her proficiency and experience.
- D. At the Employee's request, the Employer shall reproduce any material in his/her personnel file except confidential pre-employment credentials of an evaluative nature, provided that a reasonable duplication fee is paid by the Employee.

ARTICLE (24) WORK DAY AND WORK WEEK

- A. The standard work day shall consist of eight and one-half (8½) hours including one (1) hour off for lunch without pay. At the department's discretion a work day may consist of eight (8) hours with one-half (½) hour for lunch.
- B. The normal work week shall consist of five (5) consecutive working days, Monday through Friday, for a total of thirty-seven and one-half (37½) hours in any one week, followed by two (2) consecutive days off. When necessity demands any weekend scheduling, affected Employees within a unit will be scheduled for such work on a rotational basis at time and one-half, provided they are qualified to perform the necessary services.
- C. In any department under a seven day operation, Employees within that department shall normally work five (5) consecutive days which may be other than Monday-Friday with a sixth or seventh day work assignment at time and one-half.
- D. Employees whose schedules are changed so that a five (5) consecutive day schedule is not possible will make up the lost time without receiving overtime payment for the sixth or seventh day worked.
- E. In the event an Employee is not able to report for work at his/her regularly scheduled time, he/she should notify his/her department head prior to the scheduled starting time.

- F. Where variations in normal Employee work schedules are necessary, they may be arranged in advance with the appropriate administrative head. Administrative heads are encouraged to consider the concept of flexible scheduling.
- G. Changes in established work day or work week will be made only after prior notification and consultation with representatives of the Union.
- H. Library Assistants assigned a Monday-Friday work week, whose schedule includes only one afternoon/evening assignment, will be given an additional forty-five (45) minutes meal time on the day they work the afternoon/evening assignment.
- I. Library Assistants assigned to the circulation desk in the Purdy Library will be scheduled on a five (5) day work week, Monday through Friday. Effective on/after August 1, 1985, Library Assistants hired, voluntarily transferred or promoted into assignments at the circulation desk in Purdy Library may be subject to seven day operation work schedules in accordance with Paragraph (C) above.
- J. Effective March 18, 1992, Employees shall receive a shift premium of \$350 for afternoons and \$450 for midnights for Employees who regularly work on such shifts. There shall be daily pro-rating for fixed schedules, except when arranged at the request of the Employee. The afternoon shift starts at or after 1:00 p.m., but before 8:00 p.m. The midnight shift starts at or after 8:00 p.m., but before 5:00 a.m.

ARTICLE (25) OVERTIME

- A. Employees covered by this Agreement are exempt from overtime under the Fair Labor Standards Act. However, by agreement between the University and the Union, some classifications (as identified in Section C. below) shall be given overtime pay under the following conditions:

Section A shall not apply to group D employees, who will be compensated for hours worked beyond 37.5 in a work week as set forth in section C. [SEE LETTER OF AGREEMENT #17 FOR INAPPLICABILITY]

1. A daily overtime premium of time-and-a-half will be paid for work in excess of normal work days as defined in this Agreement.
2. A weekly overtime premium of time-and-a-half will be paid for work in excess of the normal work week as defined in this Agreement. Paid sick days, holidays or vacation days will be treated as days worked.
3. Employees working a schedule other than the normal work week will be paid time-and-a-half for all hours worked on days other than their work week.
4. Overtime must be worked and reported in not less than half hour units.
5. If an Employee works on any University observed holiday, he/she shall be paid at the rate of time-and-a-half in addition to his/her regular pay.

6. Overtime hours should be distributed as equally as possible among Employees in the same classification in the same department provided they have the present ability to do the work for which the overtime is required.
7. All overtime hours must be properly authorized in advance.
8. There shall be no pyramiding of overtime.

B. Professional and Administrative classifications eligible for overtime payment:

Accountant I	Information Assistant I
Accountant II	Information Assistant II
Administrative Assistant	Information Coordinator I
Administrative Assistant I	Information Officer I
Applications Specialist I	
Applications Specialist II	Lead Business Systems Analyst
Applications Specialist SR	Lead Systems Administrator
Applications Specialist LD	Lead Systems Integrator
Applications Technical Analyst	Library Assistant I
Applications Technical Analyst SR	Library Assistant II
Archivist Assistant I	
Assistant Buyer	
	Marketing and Sales Assistant
Budget Analyst I	
Budget Analyst II	Network Engineer I
Budget Analyst III	Network Engineer II
Business Systems Analyst I	Network Engineer SR
Business Systems Analyst II	
Business Systems Analyst SR	Procurement Specialist
Business Systems Analyst LD	Producer/Director I
Buyer I	Programmer I
Buyer II	Programmer II
	Programmer SR
Child Care Services Coordinator	Promotion Assistant
Database Administrator	Psychometric Services Officer I
	Psychometric Services Officer II
Database Analyst I	Publications Coordinator
Database Analyst II	
Database Administrator	Systems Administrator I
Documentation Specialist II	Systems Administrator II
	Systems Administrator SR
Facility Coordinator I	Systems Integrator I
	Systems Integrator II
Financial Analyst I	Systems Integrator SR
Financial Analyst II	Systems Security Specialist
	Systems Security Specialist SR
Help Desk Supervisor	Systems Software Engineer I
Health Physics Specialist	Systems Software Engineer II
	Systems Software Engineer SR

- C. As of the first full pay period after 10/1/00, the following principles shall govern extra authorized hours worked by employees in group D (P&A employees not in group C).
[SEE LETTER OF AGREEMENT #17 FOR INAPPLICABILITY]
1. All group D employees shall be compensated, providing the Supervisor mutually agrees, additional straight time for work after 37.5 hours and on holidays, notwithstanding the provisions of Article 25a. Where mutual agreement with the supervisor is not reached, group D employees shall receive comp time and one-half for authorized hours worked beyond 37.5 in a work week and on holidays.
 2. IT classifications in grades 15 and higher are in group D.
 3. Group D employees who terminate after 10/1/00, shall have any department level overtime hours accrued after that date paid off at straight time overtime.
 4. New P&A classifications established after 8/1/00 shall be placed in group D, unless the parties mutually agree otherwise.
- D.
1. By 2/1/01, previously authorized compensatory time, which arose prior to 10/1/00, [old compensatory time] shall be logged onto University developed forms for input into a compensatory time tracking system. Until the system is developed, these forms shall be kept at a location in the department where they are accessible to the employee and the department. There must be mutual agreement between the supervisor and the employee, acknowledged by their signatures, certifying the number of authorized compensatory hours that are owed in order for this time to be transferred.
 2. Up to 75 of these old compensatory hours shall be transferred into the central compensatory time tracking system.
 3. Old compensatory time beyond 75 hours may be converted by mutual consent at discounted straight time pay (i.e., 9 hours of comp time = 6 hours of straight time pay, or 1.5:1)
 4. Old compensatory time, which exceeds 75 hours, must be drawn against first. Any of this old compensatory time, which has not been used or paid off at discounted straight time by 9/30/2001, shall cease thereafter to be owed. Any new hours earned while there are still old hours in excess of 75, will be paid at straight time overtime until 9/30/01, at which time the old hours are expunged.
 5. Where the amount of old time does not exceed 75 hours, new overtime hours after 10/1/00 shall accrue as set forth in article 25 for group D employees. These new hours, upon exceeding 75, are to be paid at a straight time overtime rate. There shall be no payoff of old comp time for those who terminate prior to its utilization.
 6. Instances of perceived abuses relating to an employee not being allowed to utilize “old” comp time shall be subject to grievance challenge, but shall not be arbitrable. The final determination of how “old” comp time shall be utilized, prior to its 9/30/01 expiration, shall be subject to the determination of the Exec VP or that person’s designee.

ARTICLE (26) MEAL ALLOWANCE FOR OVERTIME WORKED

- A. A cash meal allowance of \$3.50 shall be provided whenever an Employee works more than two (2) hours overtime in a given day, excluding time taken from meals.
- B. In order to qualify for the cash meal allowance the overtime must be properly authorized.
- C. A meal allowance shall not be provided when an Employee works continuously for two (2) hours or more following his normal work day without taking time off for a meal.

ARTICLE (27) PAY PERIODS

The University may modify the payroll periods to bi-weekly or semi-monthly. The Union shall be provided at least 60 days notice and the opportunity to discuss the impact. These discussions may include topics such as, DTCU, United Way, Parking, Cash-in-lieu of medical insurance, retirement, adjustments for holidays, and number of days in a pay period. These topics may not be all inclusive.

ARTICLE (28) COMPENSATION FOR SERVICE IN A HIGHER CLASSIFICATION

- A. In the event a Professional and Administrative Employee is promoted or individually re-classified to a higher classification under the terms of Article 15, such promotions and upward reclassifications, for persons moving 4 or more salary grades only, and previously earning between minimum and job rate, will provide for a minimum of a 10% salary increase.

Promotional increases and upward reclassifications for employees earning between minimum and job rate will provide a 5% plus money to step salary increase, subject to the minimum of the grade.

For promotions only rather than reclassifications, this provision shall allow departments with sufficient funding to provide an increase to a step of more than 5%, but not beyond job rate, consistent with the University's evaluation of their experience and qualifications.

Promotional and upward reclassifications for people earning above job rate will allow for a 5% increase per grade level increase but not exceed 10% in the case of multiple grade level increases, except the new salary will not be less than the job rate of the higher classification. Promotions/Reclassifications from one schedule to another, at the same grade level, will allow for up to 5% plus money to step salary increase. In all cases, a salary provided at the higher rate is not to exceed the maximum of the higher classification. Employees below job rate will be placed at minimum or at the appropriate salary step. The higher rate will be effective the first day of service in the higher classification or from the date the position is re-classified, or from the date of the grievance challenging the improper classification.

- B. In the event a Professional and Administrative Employee fills a position in a higher classification on an interim basis for more than thirty (30) working days, and assumes the substantive duties of the higher classification, he/she shall receive the base rate of the higher classification, or 5% above his/her current rate, whichever is greater, provided the higher rate does not exceed the maximum of the assumed classification. The higher rate of pay will be retroactive to the first day of service in the higher classification.

Upon the Employee's return to the position he/she held prior to the interim assignment, salary currently in effect for that position will be resumed.

- C. In the event a Professional and Administrative Employee fills a position in a higher classification on a permanent basis, i.e., new hire, promotion, transfer, reclass, he/she would be eligible to request a classification audit of their position only after six months of service in that position.

ARTICLE (29) TERMINATION OF EMPLOYMENT

- A. Employees are expected to give at least two (2) weeks written notice prior to effective date of resignation.
- B. An Employee failing to report for work for three (3) consecutive working days without notice to the Employer will be considered to have voluntarily resigned. Exceptions may be made by mutual agreement between the University and the Union.

ARTICLE (30) SEVERANCE PAY

- A. If an Employee with five (5) or more years of full-time continuous service voluntarily resigns with two (2) weeks written notice, he/she shall be paid for one-quarter ($\frac{1}{4}$) of his/her days in his/her Disability Bank up to a maximum of fifteen (15) days pay.
- B. All Employees whose services are terminated, whether voluntarily or involuntarily, shall be paid for all unused vacation days.

ARTICLE (31) RE-EMPLOYMENT AFTER TERMINATION

Former staff members who return to full, or fractional-time, regular University employment within three (3) years shall be granted prerequisites.

- A. Tuition Assistance Program shall be immediately available to full-time regular Employees, provided prior full-time service equals at least three (3) months, and the Employee's new hire date is prior to the beginning day of classes for the given semester.
- B. Credit shall be given for total prior University service towards eligibility for the University Retirement Plan and Disability Income Program.
- C. Former Illness/Disability Bank shall be reinstated.
- D. Employees who return to work at the University who have had five (5) or more years of continuous service with the University will be on probationary status for ninety (90) days. Employees with less than five (5) years of continuous service who return to work with the University will be on probationary status for six (6) months.

ARTICLE (32) DEATH

- A. When death is the cause of termination of employment the following payments will be made when appropriate:
1. Salary to the date of death if the Employee was regularly at work and on the payroll, or on continuous payments from the Illness/Disability Bank if same is not exhausted.
 2. Any unpaid vacation days that have accrued.
 3. One-half of the days accumulated in the Illness/ Disability Bank, not to exceed thirty (30) days pay.
- B. The surviving widow/widower, if a covered dependent, shall have the option of continuing the group major medical coverage elected by the deceased Employee (including covered dependent children up to age 18 years) provided the deceased Employee had five (5) or more years continuous participation within the University's major medical program. Election of this option for continued coverage shall be available for a period of thirty (30) days after the end of the month in which insured Employee expired. The group rate will be paid in full by the survivor. The University shall notify the surviving dependent(s), in writing, of this option. This option for continued medical insurance terminates upon the remarriage of the survivor.

ARTICLE (33) EXCUSED - PERSONAL LEAVE

- A. Excused Absence Without Pay - Emergencies and Special Needs

Upon request a Professional and Administrative Union Employee may be granted absence, without pay, for emergencies and special needs for a period not exceeding twenty (20) consecutive work days. For such absence, an Employee shall notify his/her Administrative Head of length of absence and date of return.

An Employee with three (3) or more years of service may be granted a one-time extension of the excused absence without pay for a period not to exceed twenty (20) additional consecutive work days. If the period of time is to exceed the above time limits, the Employee must apply for a Personal Leave of Absence.

If the Employee has time in his/her vacation bank, he/she may charge the absence to this bank.

- B. Personal Leave of Absence Without Pay

While the granting of a personal leave of absence is permissive in nature, the University acknowledges that it will consider additional requests for personal leaves, which would benefit both the Employee and the University.

An Employee shall be granted a Personal Leave of Absence without pay, upon request. An Employee may be granted a leave of absence for personal reasons for not less than twenty (20) working days nor more than one (1) year, provided:

1. He/she has been a regular full-time Employee for one year or more.
2. All accrued vacation has been used.
3. The Administrative Head of his/her unit indicates in writing to the Division of Human Resources that the Employee's present position will be held vacant, or filled with temporary help, until his/her return.
4. Group, Medical and Life Insurance coverage may be continued upon written request by the Employee (without University subsidy) by the Employee paying the full rate.
5. To return to work:
 - a) The Employee shall notify the Division of Human Resources at least one (1) week prior to anticipated return date so arrangements may be made for return-to-work physical examination, if deemed necessary by the University.
 - b) If the following conditions arise during the leave, a Physician's Report on Illness of Employee must be filled out by the Employee's physician and presented by the Employee to the Health Service at the time of examination:
 - 1) An illness of two (2) or more consecutive weeks
 - 2) Surgery
 - 3) Hospitalization
 - c) The Employee may be required to satisfactorily pass a physical examination at the Health Service.
6. The Division of Human Resources will notify the Employee's department regarding results of physical examination and direct the issuance of necessary forms to reinstate the Employee on the University payroll.
7. Any payroll deductions in effect prior to the leave will be reinstated, at the Employee's option.
8. Upon return, the Employee shall receive all changes and adjustments to salary and benefits that he/she would have received had he/she not been on leave, if the duration of the leave and any leave immediately preceding the current leave did not exceed 183 days in total. If the leave(s) exceed 183 days, the Employee will be entitled to receive any adjustments granted to their classification other than a step movement.
9. Official leave time for personal reasons is deductible from University service when computing eligibility for Disability Income Program and Retirement.

ARTICLE (34) ILLNESS LEAVE OF ABSENCE WITHOUT PAY

- A. Any Professional and Administrative staff member with continuing service status shall have the right of an Illness Leave of Absence Without Pay for the period of his/her illness, upon exhausting his/her Illness/Disability and Vacation Banks for up to one (1) year, provided:
 - 1. He/she has been a regular full-time Employee and is not eligible for the Long Term Disability Income Program.
 - 2. He/she submits a Physician's Statement to the Director of the University Health Service certifying his/her condition and estimated length of time-off needed.
- B. Within the year the Employee shall have the right to return to his/her position, or a similar one, provided he/she is able to return in substantially the same state of health and competence as before leaving. In the event he/she is unable to meet the necessary standards of health and competence, he/she shall be considered for other jobs for which he/she may be qualified. Upon return, the Employee shall receive all changes and adjustments to salary and benefits that he/she would have received had he/she not been on leave, if the duration of the leave and any leave (including paid illness time) immediately preceding the current leave did not exceed 183 days in total. If the leave(s) (paid and/or unpaid) exceed 183 days, the Employee will be entitled to receive any adjustments granted to their classification other than a step movement.
- C. Official Leave Time for Illness is deductible from University service when computing eligibility for Disability Income Program or Retirement.
- D. To return to work, the Employee shall:
 - 1. Notify the Human Resources Division at least one (1) week prior to anticipated return date so arrangements may be made for return-to-work physical examination, if deemed necessary by the University.
 - 2. Have a "Physician's Report on Illness of Employee" form filled out by his/her physician and present it to the Health Service at time of examination.
 - 3. May be required to satisfactorily pass a physical examination at the Health Service.

ARTICLE (35) PREGNANCY AND RELATED ILLNESS

- A. In conformity with the Pregnancy Discrimination Act, and in accordance with University policy, Employees affected by illness or disabilities resulting from pregnancy, childbirth and related medical conditions, are treated the same as Employees affected by other illnesses or disabilities, as follows:
- B. A pregnant Employee is required to notify the University in accordance with Article 34.A.2.

- C. An Employee illness or disability resulting from pregnancy, childbirth, and related medical conditions, shall be covered by the same benefits and procedures as other illness/disability under this Agreement, including coverage under Illness/Disability Bank, Vacation, Illness Leave of Absence Without Pay and Long-Term Disability Programs, if eligible.
- D. An Employee, who does not wish to work prior or subsequent to delivery but who is not ill or disabled, may request a Personal Leave of Absence under the same terms as such leaves are available to other Employees.

ARTICLE (36) CHILD CARE LEAVE OF ABSENCE

- 1. Within four (4) months following the birth of an Employee's child, or following adoption of a child under age six (6), an Employee shall be granted a Child Care Leave of Absence without pay provided:
 - a) The Employee has been a regular full-time Employee on active pay status for one (1) year or more.
 - b) The Supervisor receives at least four (4) weeks advance written request.
 - c) All accrued vacation has been used.
 - d) The Child Care Leave, in combination with any other leave taken within the previous twelve (12) months, shall not exceed one (1) year.
- 2. To Return to Work:
 - a) The Employee shall confirm in writing to the Personnel Office of the Division of Human Resources the Employee's intention of resuming employment at least sixty (60) days in advance of availability date or expiration of leave, whichever occurs first.
 - b) The Employee may be required to satisfactorily pass a return to work physical examination at the University Health Service.
- 3. Insurance Continuance:
 - a) Group medical and life insurance coverage may be continued by the Employee during the leave by paying the full group rate.
- 4. Return Rights:
 - a) For a period not to exceed ninety (90) days following the date of availability, the University will offer the Employee the opportunity to be placed in vacant positions for which such Employee is qualified. Failure to accept two (2) offers of employment shall satisfy the Employer's return to work obligation.

- b) The Employee shall have his/her Illness/Disability Bank restored to the same level as prior to the Leave.
- c) The Employee begins to immediately accumulate vacation at the same rate as prior to leave.
- d) The Employee will return to work with:
 - 1) Upon return, the Employee shall receive all changes and adjustments to salary and benefits that he/she would have received had he/she not been on leave, if the duration of the leave and any leave immediately preceding the current leave did not exceed 183 days in total. If the leave(s) exceeds 183 days, the Employee will be entitled to receive any adjustments granted to their classification other than a step movement.
 - 2) Eligibility for all benefits will be continued at the Employee option as they were prior to leave.
 - 3) The returned Employee placed in a lower classification who applies for a transfer or promotion to his former classification shall be given preferential consideration for such transfer or promotion.
 - 4) Nothing in this Article precludes an Employee from requesting a Personal Leave of Absence for the purpose of Child Care under the provisions of Article 33, Excused-Personal Leave.

ARTICLE (37) EDUCATION LEAVE OF ABSENCE

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

- 1. The Employee has been regularly employed for three (3) or more consecutive years.
- 2. The Administrative Head of the Employee's unit indicates in writing to the Human Resources Division that the Employee's present position will be held vacant, or filled with temporary help, until his/her return.
- 3. Group, Medical and Life Insurance coverage is continued only upon written request by the Employee and with the Employee paying the full rate (without University subsidy).
- 4. To return to work:
 - a) The Employee shall notify the Human Resources Division of date of return at least one (1) month prior to anticipated return date and confirms same again at least one (1) week prior to said date so arrangements may be made for return-to-work physical examination, if deemed necessary by the University.

- b) If the following conditions arise during the leave, a Physician's Report on Illness of Employee must be filled out by the Employee's physician and presented by the Employee to the Health Service at the time of examination:
 - 1) An illness of two (2) or more consecutive weeks
 - 2) Surgery
 - 3) Hospitalization
 - c) The Employee may be required to satisfactorily pass a physical examination at the Health Service.
- 5. The University Human Resources Division will notify the Employee's department regarding results of physical examination and direct the issuance of necessary forms to reinstate the Employee on the University payroll.
 - 6. Any optional payroll deductions in effect prior to the leave will be reinstated, at the Employee's option.
 - 7. Upon return, the Employee shall receive all changes and adjustments to salary and benefits that he/she would have received had he/she not been on leave, if the duration of the leave and any leave immediately preceding the current leave did not exceed 183 days in total. If the leave(s) exceeds 183 days, the Employee will be entitled to receive any adjustments granted to their classification other than a step movement.
 - 8. Official leave time for personal reasons is deductible from University service when computing eligibility for Disability Income Program and Retirement.

ARTICLE (38) LEAVE OF ABSENCE TO ACCEPT ELECTIVE OR APPOINTIVE PUBLIC OFFICE

- A. An Employee who is appointed or elected to a city, county, state or federal public office shall upon receipt of a written request, be granted a leave of absence without pay for the period of the initial term of elective office or the initial term of the appointment up to a maximum of four (4) years. Any extension of such a leave for a like period may be granted at the discretion of the University upon receiving a written request at least thirty (30) days in advance of the leave termination date. An Employee will be required to provide documentation verifying the period of the term or appointment.
- B. To resume University service the Employee must provide written notification of his/her intent to return, on or before his/her leave termination date, at least thirty (30) days in advance of the date of his/her intended return. The Employee will return with the same continuing service status as in effect at the time of the granting of the leave.

- C. Upon return from any such leave of absence, the Employee shall be reemployed at work generally similar to that which such Employee did last prior to the leave of absence. Return salary will be determined by the classification to which the Employee is returned and fringe benefits shall be those in effect at the time of the Employee's return.

ARTICLE (39) LEAVE FOR UNION BUSINESS

- A. An Employee who is (a) appointed, selected or elected to work for a local union, or (b) appointed or elected to a position on the staff of the International Union, shall at the written request of the Union, provided 30 days notice is given, be granted a leave of absence without pay for a period of up to one (1) year. Any extension or subsequent request for such a leave during the employee's employment, may be granted at the discretion of the University upon receipt of a written request at least 30 days in advance of the leave termination date or the new request.
- B. While on said leave, the Employee shall request in writing and be allowed to remain in the Life Insurance, and Hospital Insurance Programs provided that the Employee pays the premiums.
- C. To resume University service the Employee must provide written notification of such Employee's intent to return, at least forty-five (45) days in advance of the date such Employee intends to return. The Employee will return with full accumulated seniority.
- D. Upon return from any such leave of absence, the Employee shall be reemployed at work generally similar to that which such Employee did last prior to the leave of absence. Return salary will be determined by the classification to which the Employee is returned and fringe benefits shall be those in effect at the time of the Employee's return.
- E. The parties have agreed to a memorandum of understanding on a procedure to account for lost time due to Union Business.

ARTICLE (40) MILITARY RESERVE AND NATIONAL GUARD DUTY

The Military Selective Service Act provides that Reservists and National Guardsmen be permitted time off from their employment to perform (1) short-term active training duty and/or (2) to participate in weekly drills, weekend drills, or summer training.

- A. To Participate in Active Training Duty (usually 4 to 6 months)
 - 1. Before leaving his/her assignment the Employee must:
 - a) Request a Leave of Absence
 - b) Present a copy of his/her military orders to the Human Resources Division or its designee.

2. To qualify for reinstatement:
 - a) The person must have been an Employee in a position other than temporary before his/her induction.
 - b) He/she must have left his/her job to enter military service.
 - c) He/she must satisfactorily complete his/her training duty.
 - d) He/she must apply for reinstatement within thirty-one (31) days after his/her release from training duty.
 - e) He/she must be qualified to perform the duties of his/her former position.
3. Rights after reinstatement:
 - a) Reinstated Employees are entitled to the seniority standing they would have attained if they had not been absent in the service;
 - b) All changes and adjustments to salary (other than any based on merit or bonus) and benefits they would have received had they not been absent in the service;
 - c) The equivalent status they would have acquired if they had not been absent in service;
 - d) Protection against discharge, except for cause, for six (6) months following reinstatement. Improper layoff is considered discharge without cause, for these purposes.

B. Weekly Drills, Weekend Drills, or Summer Training

1. Before leaving his/her assignment the Employee must notify his/her Administrative Head of the dates of his/her military duty, and submit a request to be absent from his/her employment for that period.
 - a) If the period of absence does not exceed his/her Vacation Bank, the Employee shall have the option of charging such absence to his/her Vacation Bank, if available, or requesting the University to pay him/her the difference between his/her military pay and his/her regular salary during the period served.
 - 1) To Charge Duty to Vacation Bank
 - a) The Administrative Head shall list dates of absence on the Payroll Exception Report, giving reason for absence.

- 2) To request University Pay for Difference Between Military Pay and Regular University Salary:
 - a) The Employee must present his/her military orders to the Payroll Department provided such orders are available. If unavailable, orders must be presented upon returning to employment.
 - b) The Administrative Head shall charge the Employee with personal absence on the Payroll Exception Report for the period he/she is on duty.
 - c) When he/she returns from duty, the Employee shall present his/her military pay voucher to the Payroll Office and receive a University check for the difference between his/her University and his/her military pay, exclusive of travel pay.

2. To Qualify for Reinstatement:

- a) The Employee must meet the requirements stated in A.2., but must report for work at the beginning of the next regularly scheduled working period following his/her release from training duty. However, if factors or circumstances beyond his/her control delay his/her return, he/she remains protected by the law.

3. Rights After Reinstatement:

- a) All reinstatement rights apply as listed in A.3.

C. In time of emergency, the Employee should contact his/her supervisor and present his/her military orders upon returning to employment.

ARTICLE (41) VETERANS RE-EMPLOYMENT RIGHTS

Both the Selective Service Act of 1940 and the Military Selective Service Act require Employers to rehire veterans if the veterans meet certain eligibility requirements. However, a veteran need not be rehired if an Employer's circumstances have so changed as to make rehiring impossible or unreasonable.

A. Eligibility Requirements

1. Before entering military service the Employee must:

- a) Request a Leave of Absence.
- b) Present a copy of his/her military orders to the Human Resources Division.
- c) In time of emergency the Employee shall contact his/her supervisor and present his/her military orders upon return to employment.

2. To qualify for re-employment:
 - a) The veteran must have been employed in a position other than temporary before his/her induction.
 - b) He/she must have left his/her job to enter military service.
 - c) He/she must receive a certificate of satisfactory completion of military service.
 - d) He/she must apply for re-employment within ninety (90) days of his/her discharge from military service, or from hospitalization continuing after discharge, provided the period of hospitalization after release from active duty does not exceed one (1) year.
 - e) He/she must be able to perform the duties of his/her former position.

B. Rights After Reinstatement

1. A veteran must be employed with the same seniority, status, and pay he/she would have had if he/she had not entered military service.
2. He/she is entitled to all benefits offered by the Employer according to the Employer's established rules and practices for Employees on Leave of Absence in effect when the veteran returns. These benefits include vacation benefits, group insurance plans, retirement and pension plans, and other security or welfare programs.
3. He/she is entitled to any wage increase or promotions he/she would have received had he/she remained on the job.
4. A veteran may not be discharged without cause for one (1) year following his/her re-employment. Although protection against discharge is limited to one (1) year, there is no statute of limitation on protection of his/her seniority rights.

ARTICLE (42) MANDATORY SICK LEAVE

- A. The University may, by direction of a designated physician or other appropriate health professional acting initially or pursuant to any Employee submitted medical statement, direct that an Employee be placed on Mandatory Sick Leave whenever there is sufficient evidence to indicate that the affected person is suffering from a physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities of his/her University position.
- B. The executive head of a school, college, division, or other unit having reason to believe that grounds appear to exist for the issuance of such a directive by a health professional shall be obligated to bring the matter promptly to the attention of the Human Resources Division.

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

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

ARTICLE (43) TIME OFF FOR CONVENTIONS

- A. Upon giving at least two (2) weeks advance notice in writing to the Vice President of Human Resources, with a copy to the Administrative Head of the Unit, officers and representatives of the Professional and Administrative Union will be afforded time off with pay to attend educational meetings and/or conventions related to collective bargaining. In the event of extenuating circumstances, exception to the two (2) week written notice may be made by the Vice President for Human Resources.
- B. No more than two (2) representatives will be absent at any one time and the total number of working days absent will not exceed ten (10) in any contract year.

ARTICLE (44) ILLNESS/DISABILITY BANK

A full-time staff member receives full salary for periods of illness of up to one (1) month plus an additional number of months equal to the number of years of service completed, the total of such benefits not to exceed six (6) months pay for cumulative absences within any twelve (12) month period.

Replenishment of the Employee's Illness/Disability Bank shall be made on the Employee's anniversary date of original hire.

The Administrative Head of the Employee's unit is required to report all illness absences regardless of arrangements made to cover the assignments of the individual who is ill.

ARTICLE (45) EXCUSED ABSENCE (PERSONAL ILLNESS, EMERGENCIES, SPECIAL NEEDS)

A. Excused Absence With Pay

A Professional and Administrative Employee shall be granted excused absence with pay for personal illness, emergencies and special needs. Such absence is charged to the staff member's Illness/Disability Bank and shall be reported on the Payroll Exception Report. Excused absence with pay will be granted for the following reasons:

1. Death of a member of the immediate family (up to five (5) consecutive working days).
2. Attendance at the funeral of a person not in the immediate family (up to one (1) working day).
3. Verified emergency care of a parent, spouse or child under the age of 18 (up to two consecutive working days). The need for emergency care may be subject to verification and may be limited to urgent circumstances that are beyond the employee's control to plan for in advance that relate to the serious health condition (as that term is defined in FMLA regulations) of the covered relation.
4. Quarantine required as a result of exposure to a communicable disease.
5. An emergency medical or dental appointment which is verified in writing by the treating physician or dentist.
6. Up to two (2) additional days during the contract year for any personal reason other than those listed above upon completion of six (6) months of service.

Immediate family shall be defined as: Husband, wife, mother, father, brother, sister, son, daughter, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law and grandchildren.

Aunts, uncles, nieces, nephews, and cousins 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 Division of Human Resources or its designee.

Excessive absence due to personal illness, or absence authorized under the Family and Medical Leave Act, (FMLA), may require verification by medical authority, including one designated by the Human Resources Division, if so requested by the Administrative Head of the unit. However, it is not the policy of the University to arbitrarily penalize Employees through the imposition of economic sanctions for occasional days off due to illness which do not abuse the purpose of the illness bank, nor is it the policy of the University to interpret each day of an extended illness, e.g. five (5) days off with the flu, as five (5) separate occurrences, but rather as one (1) occurrence.

ARTICLE (46) JURY DUTY

- A. An Employee called for jury duty, or whose appearance in court is required by subpoena, will be paid the difference between the fee paid by the court and his/her regular salary during the period served. It shall also credit to the Employee's Retirement Fund the University's contribution against the court fee, provided the Employee matches it with his/her standard contribution.
 - 1. The Employee may, if he/she wishes, charge any of this time to his/her Vacation Bank and retain the court fee.

- B. To request University pay for the difference between payment by the court and the University salary, the staff member shall:
 - 1. Bring the court summons to the Human Resources Division.
 - 2. Sign an affidavit that court fees he/she receives will be turned over to the University.
 - 3. Bring court checks and court time reports to the Human Resources Division when his/her court duty is terminated.

- C. To charge jury duty or other required court appearances to vacation, the Administrative Head shall send Form 788B, the Payroll Exception Report, to the Payroll Department, listing dates of absence and reason for absence.

NOTE: If the staff member is excused from court appearance for any work day(s) during the period of court duty, he/she shall report for work at his/her University assignment.

ARTICLE (47) HOLIDAYS

- A. Regular Employees on active pay status are granted time off with pay or are otherwise compensated for the following legal and special holidays:

Labor Day	Christmas Day
Thanksgiving Day	New Years Day
Day following Thanksgiving	Memorial Day
Independence Day	Dr. Martin Luther King Jr's Birthday

and one additional holiday per contract year on a date to be selected by the Employee and to be approved and granted by the supervisor upon receipt of at least 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 six above national holidays 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.

ARTICLE (48) CHRISTMAS/NEW YEAR'S CLOSURE

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.

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

CLOSURE 2000-2001

Monday, December 25, 2000	Christmas Holiday
Tuesday, December 26, 2000 through Sunday, December 31, 2000	Closure
Monday, January 1, 2001	New Year's Day Holiday

CLOSURE 2001-2002

Tuesday, December 25, 2001	Christmas Holiday
Wednesday, December 26, 2001 through Monday, December 31, 2001	Closure
Tuesday, January 1, 2002	New Year's Day Holiday

ARTICLE (49) VACATION

- A. Full-time Employees are granted vacations at their regular rate of pay after four (4) months of service, amounting to twenty-two (22) working days per year. Effective July 31, 1993, vacation days earned but not used, may be accumulated up to twenty-three (23) days/173 hours.
- B. An 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. An Employee prevented from using vacation time during the sixty (60) day period (only by reason of extreme operational necessity) will be paid an amount equal to each subsequent lost accrual.

- C. Employees will be required to submit requests for vacation only up to a maximum of one-hundred-eighty (180) days prior to the start of a vacation. This does not limit Employees from voluntarily submitting vacation requests more than one-hundred-eighty (180) days in advance of the start of a vacation.
- D. All vacation requests must be responded to within 10 working days upon submission of the request.
- E. 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 the written request is submitted to

Payroll at least ten (10) work days prior to date of issuance of advance check. In emergency situations which preclude the ten (10) work day notice requirement, the Employee must submit such written request to Payroll at least five (5) work days prior to the date of issuance of advance check.

- F. Vacation time must be scheduled with the appropriate unit supervisor and shall be granted in accordance with the operational needs of the unit. The University encourages vacation utilization and recognizes that unusual scheduling conflicts between personal and operational unit needs may occur. When such situations would cause hardship or loss of accrual days, the matter should be immediately referred by the Union to the Human Resources Division for consideration.
- G. Employees who have reached at least ninety (90) percent of their maximum accrual of vacation time may be allowed to take up to two weeks of pay in lieu of vacation time off once a year. The Employee must request the payment in lieu of a vacation time off request, and all paid time will be subtracted from an Employee's vacation accrual bank.
- H. Employees who leave the University after six (6) months of continuous full-time service shall be paid for unused vacation days at the time of their termination of employment.
- I. If at the time of layoff a bargaining unit member has an accumulated vacation bank, such bank shall be frozen and paid out in a lump sum following the effective date of layoff in lieu of vacation time off.

ARTICLE (50) 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.

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 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.
- C. All staff members who qualify for retirement at age 55 from Wayne State University are entitled to maintain retiree health coverage. Retirees will be responsible for paying the required premium.
- D. Effective October 1, 1988, (or as soon thereafter as the University can effect the change) bargaining unit members shall have the option of continuing coverage under Blue Cross/Blue Shield, continuing coverage under one of the Health Maintenance Organizations (HMO's) or of dropping coverage provided that the Employee is covered under an alternative health insurance plan (i.e. coverage under a spouse'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 sixty dollars (\$60.00) 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 or other person with whose insurance plan the Employee maintains coverage; and
2. The Employee's divorce from his/her spouse and the Employee maintained coverage under his/her spouse's medical insurance.

Where one of the exceptions listed above (death or divorce) occurs and the Employee is able to provide sufficient documentation thereof, the Employee may make application for coverage under one of the University plans and coverage will be effective on the first (1st) day of the month following application. When extenuating circumstances arise that are not covered by 1. and 2. above, the University will give due consideration to requests for exceptions to the waiting period.

- E. Effective January 1, 2001, P&A members may choose to participate in the Flexible Spending Account Program. The University will pay the administrative fee.

ARTICLE (51) DENTAL INSURANCE

- A. The Employer shall provide dental care coverage to all non-probationary enrolled Employees as described in the contract between the Employer and Delta Dental of Michigan.
- B. The Employer shall consult and agree with the Union prior to canceling or changing dental coverage carriers.
- C. The non-orthodontia increased coverage cap of \$1,500 shall be effective January 1, 2001.

ARTICLE (52) LONG TERM DISABILITY INCOME INSURANCE

- A. The University, at no cost to the staff member, provides a program of disability income insurance.
- B. Participation begins after the staff member has completed three (3) full years 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 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.

ARTICLE (53) LIFE INSURANCE

- A. All Professional and Administrative Union members on a fractional or full-time basis will be provided with \$25,000 non-contributory life insurance. Employees may purchase additional amounts of supplemental life insurance at subsidized and graduated rates by election of Option No. 2 or 3 below. All eligible Employees shall be entitled to elect one of the following:

Option No. 1 \$25,000 non-contributory insurance only.

Option No. 2 \$25,000 non-contributory insurance plus supplemental insurance equal to one times annual salary.

Option No. 3 \$25,000 non-contributory insurance plus supplemental insurance equal to two times annual salary.

- B. 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

- A. Fractional and full-time Employees with two (2) years of University service and who have attained twenty-six (26) years of age shall be eligible to participate in any of the University sponsored retirement programs with University contribution.

Fractional or full-time Employees, immediately upon employment, may participate in the retirement program on an individual basis without University contribution until the time that they become eligible for the University contribution.

- B. Wayne State University retirement benefits are provided through annuity contracts with the Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA-CREF), and custodial accounts with Fidelity Investments. The University shall offer the full range of investment options available through each of the retirement programs without restriction. Both employee and university contributions to TIAA-CREF and Fidelity are immediately vested and full funded.

- C. A retiree shall be defined as an Employee who retires from the University, and

1. Has participated in the WSU Retirement Program and has received the University contribution 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).

- D. Upon the recommendation of the appropriate Senior Officer, the President or his/her designee may offer other special retirement incentives to individual members of the bargaining unit. The University's implementation of any such retirement arrangement shall be reported to the appropriate University departments, the Department of Labor Relations and to the Union.
- E. Retirees shall be entitled to the following benefits provided the retiree notifies the Employer in writing of the intent to retire at least two (2) weeks prior to the date of retirement.
1. Life insurance (currently \$2500) coverage with the premium paid in full by the Employer.
 2. Continued medical coverage providing the retiree pays the full monthly premium.
 3. Payment of one-half (½) of the accumulated Illness/Disability Bank up to a maximum of thirty (30) days pay.
- F. Accrued Vacation Bank must be used prior to the effective date of retirement.
- G. **Health Care Study Committee**
The parties recognize the substantial cost of providing retiree health insurance, the complexity of the issue and how a thorough analysis would take more time than the parties could prudently devote during the summer of 2000. Therefore a 2x2, or by mutual agreement 3x3 study committee will meet to examine the issue and make recommendations to the University and the Union's executive committee on how this issue should be addressed.

ARTICLE (55) TUITION ASSISTANCE PROGRAM

- A. As part of the University policy to encourage staff members to further their formal education, the Tuition Assistance Program for Employees was established. Under the Tuition Assistance plan, qualified Employees will be issued vouchers which will enable them to register without paying tuition. (Incidental fees, however, must be paid by the Employee.)
- B.
1. Full-time Employees will be provided tuition assistance for two (2) courses or six (6) credit hours, whichever is greater, per semester for three semesters during the academic year.
 2. Represented fractional-time Employees as defined in Article 1 will be provided tuition assistance for one (1) course or four (4) credit hours, whichever is greater, per semester for three semesters during the academic year, subject to a maximum benefit of twelve (12) credit hours per academic year.

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

- 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.

Failure to submit an application for tuition assistance and/or the reduced tuition benefit for spouses and children before the end of the term will forfeit eligibility under the program for that term.

D. Eligibility:

1. All full/fractional time salaried Employees on the Wayne State University payroll as of the last day of Final Registration. It will be the responsibility of the Dean or Division Head to verify eligibility.
2. College admission requirements must be met.
3. Courses must be taken after normal working hours unless the Dean/Division Head verifies:
 - a) The course is offered only during working hours.
 - b) The supervisor is able to arrange adequate coverage of the position.
 - c) Time taken off is charged to vacation or additional hours are worked to make it up. (Working during lunch will not satisfy the make-up arrangement.)

E. Any Employee who is terminated, leaves employment with the University during the term of tuition assistance, not including layoff or leave of absence, or who fails to successfully complete a course in which they enroll, will thereby forfeit their tuition assistance for said course and be required to reimburse the University promptly for the appropriate amount of tuition and any other applicable fees. Failure to remit the total amount due will render the Employee ineligible for continued participation in the Tuition Assistance Program.

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

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

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

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.

G. Graduate school tuition assistance shall be subject to applicable taxation requirements, if any, of

the Internal Revenue Service.

- H. 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.

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

- I. Graduate Tuition Assistance for dissertation, thesis, essay or other unstructured courses (for example, BCH 796 Research or CED Internship) is limited to a maximum of 8 credit hours per term.
- J. Graduate Tuition Assistance for Medical School will be set at the cost of graduate tuition in the College of Science.

ARTICLE (56) SALARIES

1st Year: 2000-2001

Information Technology (IT) employees, who were covered by the IT study, will receive increases based on implementation of IT study.

Effective August 1, 2000 (Non-IT employees only at or above job rate)

(Non-IT employees below job rate who are eligible for a step, will receive the step increase plus 2.5% range movement)

1999-2000 RATING	2000 TOTAL %	ATB %	PERFORMANCE INCENTIVE
Outstanding (O)	4.1	2.5	1.60
Excellent (E)	4.0	2.5	1.50
Fully Satisfactory (FS)	3.0	2.5	.50

Effective 8/1/00 – 1st year only, non-IT employees at or above job rate will have a 1.0% bonus not to base based on 7/31 salaries.

≤ LS 0% Range movement, but rating remains not grievable. After another six months, those still at LS receive a lump sum bonus of 2.5% or the improved rating effective the first full pay period after 2/1/01.

Salary is based upon performance rating.

2nd Year: 2001-2002

Effective August 1, 2001

(Employees below job rate will receive range movement (ATB) and are eligible for steps.

For those at or above job rate the following applies.

If the performance distribution is the same in year two, then the rating distributions shall also be the same. However, the parties shall have a meeting, following receipt of 2001 reviews to examine the weighted merit distribution so that it shall produce a weighted distribution of not more than 3.85% for those rated excellent. If the parties are unable to agree after a meeting on a proposed distribution, then the distribution shall be:

2000-2001 RATING	2001 TOTAL%	ATB%	PERFORMANCE INCENTIVE
Outstanding (O)	4.0	2.5	1.5
Excellent (E)	3.7	2.5	1.2
Fully Satisfactory (FS)	3.2	2.5	.70

≤ LS 0% Range movement, but rating still not grievable. After another six months, those still at LS will receive a lump sum bonus of 2.5% or the improved rating effective the first full pay period after February 1, 2001.

To be eligible for the merit portion for both years, employees must have an annual WSU evaluation on file that covers at least six (6) months of performance by 7/31 for those on the payroll after 1/1.

Employees not on the payroll as of the payment of the revised ranges (new ATB range) shall not receive the adjustments otherwise effective as of 8/1.

ARTICLE (57) CLASSIFICATION/COMPENSATION SYSTEM --SALARY ADMINISTRATION PRINCIPLES

- A. Positions included in the Hay classification system are assigned to an appropriate salary grade. Each Hay salary grade has a minimum, job rate and maximum. The job rate is 96% of the mid-point of the range. Additionally, there are two intermediary steps between minimum and job rate. (To identify step amount - divide the difference between the minimum and job rate by three (3).)
- B.
 - 1) Employees will be placed on the salary range appropriate to their classification hire date. To achieve this, effective August 1, 1993, Employees will be moved to the step appropriate for their classification hire date.
 - 2) For the purposes of implementation only, time spent on unpaid leaves of absence will be counted as time served in the classification held prior to the beginning of the leave.
 - 3) Beginning August 1, 1993, step adjustments will be awarded to those eligible Employees who receive a satisfactory (fully satisfactory per 1992 review point) or above performance evaluation. Eligible Employees between minimum and job rate will move to the step appropriate for their classification hire date given a fully satisfactory performance evaluation. The appropriate salary step shall be determined by the classification seniority of the incumbent. As an example, for employees with two full years of classification seniority as of August 1 of the contract year, the appropriate step is step 2. For employees with more than one year of Classification seniority but less than two years classification

seniority as of August 1 of a contract year, the appropriate step is step 1. One step a year for each year of satisfactory service in classification, supported by the annual performance evaluation form.

- 4) The decision to postpone or defer a step increase for an Employee with less than satisfactory performance is at the University's discretion. Such decision is not subject to grievance challenge. Should such an employee receive at least a fully satisfactory evaluation the following year, the employee will receive a one step increase instead of a two step increase.
- C. Unless specifically negotiated otherwise, steps move upward with any upward movement of the salary schedule due to the amount of any across-the-board (ATB) granted.
 - D. Progression from job rate to maximum will occur by annual across-the-board and merit increases only. There will be no progression beyond the maximum.
 - E. Employees at maximum will receive any annual ATB and merit increases with merit awards paid in a lump sum and not added to base salary. Employees above the maximum and who fall within their respective salary range as a result of the ATB to the range shall receive only that portion of the ATB that brings them to the new maximum of their respective range.
 - F. Employees above maximum will not be entitled to receive ATB increases, but will be eligible for increases which would be paid in a lump sum payment, not added to their base pay.
 - G. Employees participating in the retirement plan, at the time the lump sum payment is made, will have the normal University contribution to retirement based on that lump sum and will be required to make appropriate employee contribution from that lump sum.
 - H. New hires placed into vacant bargaining unit positions will be offered a salary that would place them on a step (i.e., minimum, first step, second step, job rate) in the salary range for their classification.

For classifications designated as high demand by the Division of Human Resources, or for individuals with specialized skills, departments may hire at a point up to the midpoint of the merit range, i.e., halfway between job rate and the maximum.

- I. In the event a bonus is awarded to all persons represented by the bargaining unit, all Employees, including those above maximum, will be entitled to receive the bonus.
- J. Employees who receive transfers (i.e., same classification and/or salary schedule and grade) will maintain their current salary provided it does not exceed the maximum of their classification.
- K. All Employees, including those above maximum, may be entitled to receive bonuses at the University's discretion in recognition of special responsibilities or performance. These discretionary bonuses, include, but are not limited to presidential awards.
- L. Performance related compensation, i.e., merit increases and bonuses (including, but not limited to presidential awards) is not subject to grievance challenge. Those rated at or above a Full Satisfactory overall rating are eligible to be considered for performance related compensation.

- M. If additional dollars become available for merit during the life of the Agreement, the University may establish a merit pool for distribution at its discretion.
- N. Employees currently represented by the Bargaining Unit, who, pursuant to the Hay Study would be placed into classifications that will not be represented by P & A, will remain in the Bargaining Unit in the revised classification, provided that they continue to hold such classification. At the point that such positions become vacant, personnel newly placed into such positions will no longer be represented by the Bargaining Unit.

ARTICLE (58) COMPENSATION ADMINISTRATION RESPONSIBILITY

Hay implementation and administration shall be the responsibility of the Department of Classification and Compensation.

ARTICLE (59) WORKERS' COMPENSATION

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

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

Employees will not accrue additional vacation days, nor will the illness banks replenish, while they are receiving workers' compensation benefits.

An Employee will have the right to return to his/her position, or a similar one, provided:

- a) a vacancy exists or the new incumbent has less classification seniority than the returning Employee, when the return is attempted within the period below.
- b) he/she is able to return to work within a time period equal to their length of service, but not to exceed two years, from the date of injury, or last day worked, whichever is first.

The returned Employee placed in a lower classification, who applies for a transfer or promotion to his/her former classification, shall be given preferential consideration for such transfer or promotion.

ARTICLE (60) OVERPAYMENTS

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 Article shall preclude the parties from making alternate arrangements to repay the amount owing.

ARTICLE (61) INVALIDITY

In the event that any portion of this Agreement is declared to be or becomes inoperative under State or Federal law, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate the inoperative portion of the Agreement.

ARTICLE (62) JOB AUDITS

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

Upon receipt of the audit request memo, the Classification and Compensation Department will send a position questionnaire to the Employee. The Employee is to complete their portion of the position questionnaire within twenty (20) working days of receipt. The supervisor is to review and comment on their portion of the position questionnaire within ten (10) working days of receipt from the Employee (this includes discussion and resolution to significant differences between the Employee's and the supervisor's view of the position) after which, the completed questionnaire is forwarded to the Classification and Compensation Department.

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

If the job audit recommendation results in a change in position classification, the effective date is when the completed questionnaire is received in the Classification and Compensation Department.

ARTICLE (63) IT STUDY REOPENER

The University may reopen the contract for negotiation of methods and moneys for implementing or starting to implement the IT study as it relates solely to the compensation of or reclassification of IT positions. This will be done by serving certified mail notice to the Union. Negotiations will commence within 30 days of the University's involving of the reopener.

ARTICLE (64) CHANGE AND TERMINATION

This Agreement shall remain in full force and effect until the 31st day of July, 2002, and thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, not more than 120 days and not less than 90 days prior to any anniversary date of this Agreement, of its desire to change in any way or to terminate the Agreement. Such written notice shall be sent by registered or certified mail to the other party. In the event such notice is given the parties shall begin negotiations within 45 days of notice.

Accepted for the Board of Governors
Wayne State University

Accepted for the Wayne state University
Professional & Administrative Union, Local
1979, U.A.W.

John Davis, Sr. Vice President for Finance
and Administration

Roger Somerville, President, Local 1979

Louis Lessem, Vice President and General
Counsel

Curt Brahm, Vice President, Local 1979

Bruce J. Gluski, Contract Administrator

Matt Lessins, Member-at-Large, Local 1979

Denise F. Bryant, Labor Relations
Specialist

Lynette Rae, Interim Trustee, Local 1979

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

Renee Puz, Classification and
Compensation

Mike Orlicki, Classification and
Compensation

Sharon Walker, C&IT

Kenneth Terry, Director, Region 1, UAW

Mike Drugach, International Representative,
Region 1, UAW

DATE: _____

PROFESSIONAL/ADMINISTRATIVE SALARY SCHEDULE
Effective August 1, 2000

APPENDIX A

NON-IT REPRESENTED CLASSIFICATIONS

SALARY GRADE	MINIMUM	1ST STEP	2ND STEP	JOB RATE	MAXIMUM
9	26,462	28,226	29,990	31,754	39,692
10	28,831	30,753	32,675	34,597	43,247
11	31,574	33,679	35,784	37,889	47,362
12	34,566	36,870	39,174	41,479	51,848
13	38,122	40,663	43,204	45,746	57,182
14	42,235	45,051	47,867	50,682	63,353
15	47,035	50,171	53,307	56,442	70,553
16	52,646	56,156	59,666	63,175	78,968

IT REPRESENTED CLASSIFICATIONS

SALARY GRADE	MINIMUM	1ST STEP	2ND STEP	JOB RATE	MAXIMUM
9	28,873	30,798	32,723	34,647	43,309
10	32,258	34,409	36,560	38,710	48,388
11	36,181	38,593	41,005	43,417	54,271
12	40,458	43,155	45,852	48,549	60,686
13	45,538	48,574	51,610	54,645	68,306
14	51,420	54,848	58,276	61,704	77,130
15	58,282	62,167	66,052	69,938	87,422
16	66,302	70,722	75,142	79,563	99,454

PROFESSIONAL/ADMINISTRATIVE SALARY SCHEDULE
Effective August 1, 2001

APPENDIX B

Employees below job rate will receive range movement (ATB) and are eligible for steps. For those at or above job rate the following applies.

If the performance distribution is the same in year two, then the rating distributions shall also be the same. However, the parties shall have a meeting, following receipt of 2001 reviews to examine the weighted merit distribution so that it shall produce a weighted distribution of not more than 3.85% for those rated excellent. If the parties are unable to agree after a meeting on a proposed distribution, then the distribution shall be:

2000-2001 RATING	2001 TOTAL	ATB	PERFORMANCE INCENTIVE
Outstanding (O)	4.0%	2.5	1.5
Excellent (E)	3.7%	2.5%	1.2
Fully Satisfactory (FS)	3.2%	2.5%	.70

≤ LS 0% Range movement, but rating still not grievable. After another six months, those still at LS will receive a lump sum bonus of 2.5% or the improved rating effective the first full pay period after February 1, 2001.

To be eligible for the merit portion for both years, employees must have an annual WSU evaluation of file that covers at least six (6) months of performance by 7/31 for those on the payroll after 1/1.

Employees not on the payroll as of the payment of the revised ranges (new ATB range) shall not receive the adjustments otherwise effective as of 8/1.

APPENDIX C

**CLASSIFICATIONS REPRESENTED BY
PROFESSIONAL/ADMINISTRATIVE UNION**

<u>CLASSIFICATION</u>	<u>SALARY RANGE</u>
Accountant I	10
Accountant II	11
Administrative Assistant	10
Administrative Assistant I	10
Administrative Assistant II**	11
Administrative Assistant III**	12
Administrative Assistant IV**	13
*Applications Project Leader**	15
*Applications Specialist I	09
*Applications Specialist II	10
*Applications Specialist SR	11
*Applications Specialist LD	12
*Applications Technical Advisor**	16
*Applications Technical Analyst	13
*Applications Technical Analyst SR	14
*Applications Technical Analyst LD**	15
Archivist Assistant I	09
Assistant Buyer	09
Assistant Editor	09
Assistant Music Director**	11
Audio Engineer/Producer II	10
Broadcast Manager**	14
Budget Analyst I	10
Budget Analyst II	11
Budget Analyst III	12
Business Manager I**	12
Business Manager, University Press**	13
*Business Systems Analyst I	11
*Business Systems Analyst II	12
*Business Systems Analyst SR	13
*Business Systems Analyst LD	14
Buyer I	10

* IT Classification

** Group D Classification

APPENDIX C

(continued)

CLASSIFICATION

SALARY RANGE

Buyer II	12
Child Care Services Worker**	09
Child Care Services Coordinator	10
*Database Analyst I	12
*Database Analyst II	13
*Database Administrator	14
*Database Administrator LD**	15
Documentation Specialist I**	10
Documentation Specialist II	11
Environmental Health Specialist**	12
Facility Coordinator I	10
Facility Coordinator II	11
Financial Analyst I	10
Financial Analyst II	11
Forms Coordinator**	10
Grant Contract Officer I	10
Grant Contract Officer II**	11
Grant Contract Officer III**	13
Graphic Designer II**	10
Hazardous Materials Specialist**	12
Health Physics Specialist	12
*Help Desk Supervisor	13
Information Assistant I	11
Information Assistant II	12
Information Coordinator I	11
Information Coordinator II	12
Information Officer I	11
Information Officer II**	12
Information Officer III**	13

* IT Classification

** Group D Classification

Instructional Technology Designer**	12

APPENDIX C
(continued)

<u>CLASSIFICATION</u>	<u>SALARY RANGE</u>
Library Assistant I	09
Library Assistant II	10
Library Assistant III**	11
Marketing Specialist	12
Marketing and Sales Assistant	11
Mortuary Supervisor**	12
Multimedia Specialist**	12
Music Coordinator	10
Music Director**	12
*Network Engineer I	12
*Network Engineer II	13
*Network Engineer SR	14
*Network Engineer LD**	15
News Director**	13
Operations Manager	11
Personnel Officer I**	11
Personnel Officer II**	12
Procurement Specialist	10
Producer/Director I	13
Producer/Writer**	11
Program Associate – WDET	11
Program/Project Assistant I**	09
Program/Project Assistant II**	10
*Programmer I	09
*Programmer II	10
*Programmer SR	11
Promotion Assistant	11
Promotion Manager	11
Psychometric Services Officer I	10

* IT Classification

** Group D Classification

Psychometric Services Officer II	11
Publications Coordinator	11

APPENDIX C
(continued)

CLASSIFICATION

SALARY RANGE

*Systems Administrator I	11
*Systems Administrator II	12
*Systems Administrator SR	13
*Systems Administrator LD	14
*Systems Integrator I	11
*Systems Integrator II	12
*Systems Integrator LD	
*Systems Integrator SR	13
*Systems Software Engineer I	12
*Systems Software Engineer II	13
*Systems Software Engineer SR	14
Program/Project Assistant I**	09
Program/Project Assistant II**	10
*Systems Software Engineer LD**	15

* IT Classification

** Group D Classification

**APPENDIX D
PROFESSIONAL AND ADMINISTRATIVE**

JOB GROUPINGS

ADMINISTRATION – BUSINESS

Administrative Assistant	Business Manager, University Press
Administrative Assistant I	Facility Coordinator I
Administrative Assistant II	Facility Coordinator II
Administrative Assistant III	Personnel Officer I
Administrative Assistant IV	Personnel Officer II
Business Manager I	

BROADCASTING

Audio Engineer/Producer II	Producer/Director I
Assistant Music Director	Producer/Writer
Broadcast Manager	Program Associate – WDET
Music Coordinator	Promotion Assistant
News Director	Promotion Manager
Operations Manager	

CHILD CARE

Child Care Services Coordinator	Child Care Services Worker
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APPENDIX D

(continued)

COMPUTING APPLICATIONS DEVELOPMENT

Applications Project Leader	Systems Integrator I
Applications Technical Advisor	Systems Integrator II
Applications Technical Analyst	Systems Integrator SR
Applications Technical Analyst LD	Systems Integrator SR
Applications Technical Analyst SR	Systems Integrator LD
Business Systems Analyst I	Programmer I
Business Systems Analyst II	Programmer II
Business Systems Analyst SR	Programmer SR
Business Systems LD	

COMPUTING CLIENT SUPPORT

Systems Administrator I	Applications Project Leader
Systems Administrator II	Applications Specialist I
Systems Administrator SR	Applications Specialist II
Systems Administrator LD	Applications Specialist SR
Help Desk Supervisor	Applications Specialist LD

COMPUTING INFRASTRUCTURE

Systems Software Engineer I	Network Engineer SR
Systems Software Engineer II	Network Engineer LD
Systems Software Engineer SR	Database Analyst I
Systems Software Engineer LD	Database Analyst II
Network Engineer I	Database Administrator
Network Engineer II	Database Administrator LD

APPENDIX D

(continued)

DOCUMENTATION

Documentation Specialist I	Forms Coordinator
Documentation Specialist II	

FINANCIAL MANAGEMENT

Accountant I	Budget Analyst III
Accountant II	Financial Analyst I
Budget Analyst I	Financial Analyst II
Budget Analyst II	

INFORMATION SERVICES

Information Assistant I	Information Officer I
Information Assistant II	Information Officer II
Information Coordinator I	Information Officer III
Information Coordinator II	Marketing Specialist
Marketing and Sales Assistant	

LIBRARY ADMINISTRATION

Archivist Assistant I	Library Assistant II
Library Assistant I	Library Assistant III

PRESS PUBLICATION

Publications Coordinator	Assistant Editor
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APPENDIX D

(continued)

PROGRAM/PROJECT

Program/Project Assistant I

Program/Project Assistant II

PSYCHOMETRICS

Psychometric Services Officer I

Psychometric Services Officer II

PURCHASING

Assistant Buyer

Buyer II

Buyer I

Procurement Specialist

RESEARCH ADMINISTRATION

Grant/Contract Officer I

Grant/Contract Officer III

Grant/Contract Officer II

STAND ALONE

Environmental Health Specialist

Mortuary Supervisor

Graphic Designer II

Instructional Technology Designer

Hazardous Materials Specialist

Multimedia Specialist

Health Physics Specialist

APPENDIX E

CLASSIFICATION SEQUENCE

Accountant I	
Accountant II	Facility Coordinator I
	Facility Coordinator II
Administrative Assistant	
Administrative Assistant I	Financial Analyst I
Administrative Assistant II	Financial Analyst II
Administrative Assistant III	
Administrative Assistant IV	Grant Contract Officer I
	Grant Contract Officer II
	Grant Contract Officer III
Applications Specialist I	
Applications Specialist II	
Applications Specialist SR	Information Assistant I
Applications Specialist LD	Information Assistant II
Applications Technical Analyst	Information Coordinator I
Applications Technical Analyst SR	Information Coordinator II
Applications Technical Analyst LD	
Budget Analyst I	Information Officer I
Budget Analyst II	Information Officer I
Budget Analyst III	Information Officer III
Business Manager I	Library Assistant I
Business Manager, University Press	Library Assistant II
	Library Assistant III
Business Systems Analyst I	Assistant Music Director
Business Systems Analyst II	Music Director
Business Systems Analyst SR	
Business Sitemaps Analyst LD	
Buyer I	Network Engineer I
Buyer II	Network Engineer II
	Network Engineer SR
	Network Engineer LD
Database Analyst I	Personnel Officer I
Database Analyst II	Personnel Officer II
Database Administrator	Program/Project Assistant I
Database Administrator LD	Program/Project Assistant II
Documentation Specialist I	Programmer I
Documentation Specialist II	Programmer II

Programmer SR

APPENDIX E

Psychometric Services Officer I
Psychometric Services Officer II

Systems Administrator I
Systems Administrator II
Systems Administrator SR
Systems Administrator LD

Systems Integrator I
Systems Integrator II
Systems Integrator SR
Systems Integrator LD

Systems Software Engineer I
Systems Software Engineer II
Systems Software Engineer SR
Systems Software Engineer LD

STAND ALONE

Applications Project Leader
Applications Technical Advisor
Archivist Assistant I
Assistant Buyer
Audio Engineer/Producer II

Broadcast Manager

Child Care Services Worker
Child Care Services Coordinator

Environmental Health Specialist

Forms Coordinator

Graphic Designer II

Hazardous Materials Specialist
Health Physics Specialist
Help Desk Supervisor

Instructional Technology Designer

Marketing Specialist
Marketing and Sales Assistant
Mortuary Supervisor
Multimedia Specialist
Music Coordinator

News Director

Operations Manager

Procurement Specialist
Producer/Director I
Producer/Writer
Program Associate – WDET
Promotion Assistant
Promotion Manager
Publications Coordinator

Supplemental Letters Of Agreement #1

WAYNE STATE UNIVERSITY

August 29, 1980

Mr. George Crockatt, President
Professional and Administrative Union/UAW
Local 1979
Belcrest Hotel, Suite 1101
5440 Cass Avenue
Detroit, Michigan 48202

Re: Article 14-B2: Recall of Laid-Off Employees

Dear Mr. Crockatt:

This letter is intended to clarify the concerns of the Union and the University in regards to the interpretation and application of Article 14-B2.

The parties agreed that in those rare cases of severe physical disability that make it impossible for the Employee to respond or report to work within the specified time limits, it is not the intent of the University to terminate the Employee's recall rights. In other severe cases, the parties agree on request of the Union to meet and discuss the recall rights of particular Employees.

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

This conforms to our agreement.

George Crockatt, President
Professional and Administrative Union/UAW

Supplemental Letters Of Agreement #2

WAYNE STATE UNIVERSITY

December 11, 1991

Ms. Betty Ray, President
Professional and Administrative Union/UAW
Local 1979
Belcrest Hotel, Suite 102
5440 Cass Avenue
Detroit, Michigan 48202

Re: Christmas Closure - Article 48

Dear Ms. Ray:

This letter will serve to update a previous Letter of Agreement, dated August 19, 1985, wherein the parties agreed as follows:

The University shall permit employees to utilize available personal business days, vacation days, and/or a floating holiday for the 24th of December, 1992. This is provided that prior notification is made upon request and the operational needs of the Department can be met.

Very truly yours,

Bruce J. Gluski
Contract Administrator

This conforms to our agreement.

Betty Ray, President
Professional and Administrative Union/UAW

Supplemental Letter Of Agreement #3

WAYNE STATE UNIVERSITY

August 29, 1980

Mr. George Crockatt, President
Professional and Administrative Union/UAW
Local 1979
Belcrest Hotel, Suite 1101
5440 Cass Avenue
Detroit, Michigan 48202

Re: Auditing Classes

Dear Mr. Crockatt:

You have requested that the University consider a proposal to allow members of the Professional and Administrative Union the right to audit classes. This privilege is not afforded Employees under the provisions of the University's Tuition Refund Program.

There are two methods which an Employee may use in order to audit a class:

1. To audit a course, a student indicates at the time of registration for the course that he does not wish to receive credit. His registration as an auditor is subject to the following regulations:
 - a. All students must pay the fees established for such registrations, which are the same as for courses elected for credit;
 - b. A formal, written approval on the face of the program request is required. Such approval is granted by the Dean or his delegated representative;
 - c. An auditor will not normally be allowed to take quizzes and examinations.
2. The second University policy concerning the auditing of classes is that an Employee may be permitted to audit (without fee assessment) a class providing he secures prior consent of the instructor and is willing to comply with the terms and conditions for auditing as determined by that instructor.

In an effort to meet your request with respect to "Auditing," the University's Negotiating Team suggests that the membership of the Professional and Administrative Union exercise one of the two options for auditing as described above.

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

This conforms to our agreement.
George Crockatt, President
Professional and Administrative Union/UAW

Supplemental Letter Of Agreement #4

WAYNE STATE UNIVERSITY

August 15, 1985

Ms. Betty Ray, President
Professional & Administrative Union
Belcrest Hotel, Suite 102
5440 Cass Avenue
Detroit, Michigan 48202

Re: Article (24) Work Day and Work Week

Dear Ms. Ray:

During these negotiations, the parties agreed that Library Assistants newly assigned to the circulation desk in Purdy Library on/after August 1, 1985, would be subject to work seven day operation schedules while employees who were previously assigned to the circulation desk in Purdy Library would be "grandfathered" in under the previously existing contract language requiring a Monday-Friday work week with overtime for weekend work.

The Parties hereby agree that, until such time as sufficient full-time Library Assistants are available in Purdy Library to work seven-day operation schedules and provide appropriate coverage at the circulation desk, the University will employ part-time personnel to provide circulation desk coverage on weekends. Such part-time personnel shall have the qualifications and the ability to do the work.

Very truly yours,

Brenda R. Malone
Contract Administrator

This conforms to our agreement.

Betty Ray, President
Professional & Administrative Union/UAW

Supplemental Letter Of Agreement #5

WAYNE STATE UNIVERSITY

September 17, 1986

Ms. Betty Ray, President
Professional & Administrative Union
Belcrest Hotel, Suite 102
5440 Cass Avenue
Detroit, Michigan 48202

Re: Parking Fee

Dear Ms. Ray:

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

Sincerely,

Brenda R. Malone
Contract Administrator

This conforms with our agreement.

Betty Ray, President
Professional & Administrative Union/UAW

Supplemental Letter Of Agreement #6

WAYNE STATE UNIVERSITY

July 2, 1985

Ms. Betty Ray, President
Professional & Administrative Union
Local 1979
Belcrest Hotel, Suite 102
5440 Cass Avenue
Detroit, Michigan 48202

Re: LTD - Leave for Union Business

Dear Ms. Ray:

If, during the life of this Agreement, the contract between Wayne State University and the Teachers Insurance Annuity Association (TIAA) should be modified or amended to include, as eligible for Long Term Disability Insurance, those employees who are on Leaves of Absence for Union Business, then said insurance coverage shall be made available to those employees who are represented by your Bargaining Unit and who are subsequently placed on such a Leave of Absence.

Very truly yours,

Brenda R. Malone
Contract Administrator

This conforms with our agreement.

Betty Ray, President
Professional & Administrative Union/UAW

Supplemental Letter Of Agreement #7

WAYNE STATE UNIVERSITY

August 16, 1985

Ms. Betty Ray, President
Professional & Administrative Union
Local 1979
Belcrest Hotel, Suite 102
5440 Cass Avenue
Detroit, Michigan 48202

Re: 9/10 Month Employees

Dear Ms. Ray:

This letter of understanding supplements the 1984-1986 agreement between Wayne State University and the Professional and Administrative Union, UAW Local 1979 and allows for the establishment of 9/10 month positions subject to the following:

- A. Employees who are either hired or volunteer for posted nine or ten month positions in classifications represented by the Professional and Administrative Union shall be represented by the Union. No current University Employees will be required to accept a change from full time to 9/10 month status, including placement due to layoff pursuant to the provisions of Article (14).
- B. No 9/10 month position will be established where the regular work load for that position exceeds a nine or ten month duration.
- C. 9/10 month Employees are eligible for the following benefits on a pro-rated basis: vacation, illness bank, and retirement.
- D. 9/10 month Employees are eligible for subsidized life and medical insurance to the same extent that 12 month Employees are subsidized. However, accelerated payroll deductions, if any, will be made in order to provide protection during the months the Employee is off work.
- E. 9/10 month Employees will be placed on leave of absence for the months not employed or use his/her accrued vacation and will be returned to employment at the ends of such leaves. Such leaves shall in no way cause a break in continuous service for the purpose of establishing fringe benefit eligibility.

The University agrees to notify the Union prior to the establishment of any nine/ten month position and meet with the Union, upon request, to discuss whether the position meets the criteria as outlined above.

Very truly yours,
Brenda R. Malone
Contract Administrator

This conforms to our agreement.
Betty Ray, President
Professional & Administrative Union/UAW

Supplemental Letter Of Agreement #8

WAYNE STATE UNIVERSITY

September 3, 1986

Ms. Betty Ray, President
Professional & Administrative Union
Local 1979
Belcrest Hotel, Suite 102
5440 Cass Avenue
Detroit, Michigan 48202

Re: Training and New Technology

Dear Ms. Ray:

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

Sincerely,

Brenda R. Malone
Contract Administrator

This conforms to our agreement.

Betty Ray, President
Professional & Administrative Union/UAW

Supplemental Letter Of Agreement #9

WAYNE STATE UNIVERSITY

September 3, 1986

Ms. Betty Ray, President
Professional & Administrative Union
Local 1979
Belcrest Hotel, Suite 102
5440 Cass Avenue
Detroit, Michigan 48202

Re: Ergonomics in the Work Place

Dear Ms. Ray:

The University acknowledges that new equipment and its relation to Employee health and safety are of concern to the Union and therefore, the University agrees to meet with the Union upon request, in an effort to address any concerns that may arise in this area.

Sincerely,

Brenda R. Malone
Contract Administrator

This conforms to our agreement.

Betty Ray, President
Professional & Administrative Union/UAW

Supplemental Letter Of Agreement #10

WAYNE STATE UNIVERSITY

August 19, 1988

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

Re: Committees

Dear Ms. Ray:

The University hereby agrees that the Union may participate on University-wide committees established for the purpose(s) of studying issues such as health and safety, fringe benefits, insurance cost containment approaches and other related purposes.

Very truly yours,

Brenda R. Malone
Asst. Vice President
Labor Relations

This conforms to our agreement.

Betty Ray, President
Professional & Administrative Union/UAW

Supplemental Letter Of Agreement #11

WAYNE STATE UNIVERSITY

September 8, 1988

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

Re: Classifications Not Reviewed Pursuant To The Classification Study

Dear Ms. Ray:

The following list of classifications constitutes those classifications which are represented by the bargaining unit but were not reviewed pursuant to the classification and compensation study.

Accordingly, the University agrees that in the event a position exists in the future which resumes the performance of such duties, the job will be reviewed and slotted into the appropriate grade and schedule.

If such review indicates that the position should be placed on schedule B or C of the Classification Schedule, the position will be represented by the bargaining unit. If the positions should be placed on Schedule A, the classification will not be represented by the Union, however, the Employee placed into the position will be represented by the Union during the time he/she holds such position. When the position becomes vacant, it will be filled with non-bargaining unit personnel.

The above-referenced list of classifications is as follows:

LIST OF CLASSIFICATIONS - NOT CONSIDERED WITH THE HAY STUDY

Alumni Representative
Archives Assistant, SR
Audio Engineer/Producer, WDET
Bookstore Manager
CDPC Service Software Analyst
Chief Medical Illustrator
Computer Systems Designer
EDP Application Accountant
EDP Application Auditor

Information Center Supervisor
Institutional Research Assistant I & II
Institutional Research Associate
Legislative Liaison I & II
Manager, Theatre Box Office
Manager, WDET Programming
Operations Manager, Trainer, WDET
Procedures Analyst I
Producer/Director II & III
Program Analyst & Document Specialist
Program Associate WDET
Reading & Recording Specialist
Research & Sponsored Program Admin. I
Senior Alumni Representative
Social Planner
University Assistant
University Editor I & II
University Press Prod/Design Manager
Writer Development

Very truly yours,

Brenda R. Malone
Asst. Vice President
Labor Relations

This conforms to our agreement.

Betty Ray, President
Professional & Administrative Union/UAW

Supplemental Letter Of Agreement #12

WAYNE STATE UNIVERSITY

September 2, 1988

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

Re: Career Ladders

Dear Ms. Ray:

During the course of these negotiations, considerable discussion was had regarding the concept of career ladders.

The University encourages Employees to seek advancement opportunities to positions of greater responsibility and further encourages Employees to take advantage of the broad range of educational opportunities provided by the Tuition Assistance Program.

The University will continue to make efforts to provide a wide variety of training programs to be offered through the Department of Training, Division of Human Resources, and hopes that Employees will avail themselves of such programs thereby enhancing individual growth and development. The University would benefit from the more efficient use of Employee capabilities. The expected advantages and result would provide the University with higher morale, improved staff retention, and a better trained job pool.

Very truly yours,

Brenda R. Malone
Asst. Vice President
Labor Relations

This conforms to our agreement.

Betty Ray, President
Professional & Administrative Union/UAW

Supplemental Letter Of Agreement #13

WAYNE STATE UNIVERSITY

October 10, 1992

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

RE: Training Opportunities

Dear Ms. Ray:

In recognition of the mutual benefit accruing from the development of a highly trained work force, the University agrees that, to the extent that operational needs and financial resources permit, requests of employees to attend Wayne State University training programs that specifically relate to their duties should be considered and encouraged. In addition, any other training that is not directly related to an Employee's current job but is offered on-site, should also be considered and encouraged to better prepare an Employee for career growth and development.

Respectfully,

Bruce J. Gluski
Contract Administrator
Labor Relations Department

This conforms to our agreement.

Betty Ray, President
Professional & Administrative Union/UAW

Supplemental Letter of Agreement #14

WAYNE STATE UNIVERSITY

August 31, 1993

Ms. Betty Ray, President
Professional & Administrative Union
UAW Local 1979
102 Belcrest Hotel
5440 Cass Avenue
Detroit, MI 48202

RE: Contractors/Consultants

Dear Ms. Ray:

Based upon substantial discussion during these negotiations regarding the Union's concern on the use of contractors, consultants, and/or subcontractors performing P&A work or supervising bargaining unit members, the University agrees to meetings between the Union and the senior administrative officials of C&IT in order to address concerns the Union has regarding, but not limited to, assignment of work, recall, cost, and production of work.

The parties agree to discuss and explore ideas on containing costs and methods of retaining the knowledge base accumulated by contractors, consultants and/or subcontractors.

By agreeing to meet and/or agreeing to alternatives which may be proposed by the unit, the University does not waive its right to hire contractors, subcontractors and/or consultants to perform any work deemed necessary by the University.

Sincerely,

Gail M. Wilson
Contract Administrator

This conforms to our agreement.

Betty Ray, President
Professional & Administrative Union/UAW

Supplemental Letter of Agreement #15

WAYNE STATE UNIVERSITY

August 31, 1993

Ms. Betty Ray, President
Professional & Administrative Union
UAW Local 1979
102 Belcrest Hotel
5440 Cass Avenue
Detroit, MI 48202

RE: Family and Medical Leave Act

Dear Ms. Ray:

During these negotiations the parties agreed to meet and discuss the University's policies and implementation of the Family and Medical Leave Act which becomes effective for bargaining unit employees on February 5, 1994.

Sincerely,

Gail M. Wilson
Contract Administrator

This conforms to our agreement.

Betty Ray, President
Professional & Administrative Union/UAW

Supplemental Letter Of Agreement #16

WAYNE STATE UNIVERSITY

August 1, 1995

Ms. Betty Ray, President
Professional & Administrative Union
UAW Local 1979
102 Belcrest Hotel
5440 Cass Avenue
Detroit, MI 48202

RE: Performance Management and Merit Principles

Dear Ms. Ray:

The parties agree to the following principles and methods of starting to achieve these principles relating to performance management and merit pay.

Performance Management

- 1) Performance appraisals should not contain surprises. Regular performance achievement monitoring is encouraged, including the use of interim (nonmandatory) reviews that may be more frequent than annually. Effective performance management requires ongoing two-way communication to reach an understanding on goals and time-lines. Additionally, there should be an advance understanding of the employee's specific objectives and job responsibilities.
- 2) Efforts will be encouraged to train P&A employees, especially those with supervisory duties, and nonrep managers in performance appraisal principles. Such training serves to improve the sometimes supervisory and work leader roles of P&A employees over their subordinates as well as facilitating the improvement of their own performance.
- 3) During the life of the agreement following the date of this letter, the parties shall set up a joint committee (up to five on five, appointed by the Union President and the Asst. Vice President of Human Resources) for the purpose of refining the performance appraisal forms currently used for P&A employees. The purpose of the committee shall be to recommend to the administration needed revisions to the performance management process and the accompanying training and communications.

The parties recognize the need for more supervisory training and work planning to facilitate a fair and effective performance management system. Therefore, a study committee shall be convened by early 1999 to consider the following topics (all of which need not be considered):

- a) Performance management
- b) Work planning and project management

The study committee shall have up to four representatives from P&A and four appointed by the Administration. The committee shall issue a report to the Assistant Vice President of Human Resources and Senior Vice President of Finance and Administration to include mid-term and long-term recommendations to improve performance management.

4. Performance appraisals should ordinarily be conducted by the immediate supervisor. As a check on quality and prior to permanent filing, appraisal forms will be reviewed by the appropriate employees in Human Resources or the designee of the Asst. Vice President for Human Resources.

Merit Principles

- 1) The job rate can be the appropriate rate for employees whose performance is fully satisfactory and fully meeting the requirements of their positions.
- 2) Subject to the funds availability of such merit pools as may be negotiated, those who far exceed the requirements of their positions (e.g., "outstanding") should advance more rapidly towards the maximum of their salary range than others. Those who are fully satisfactory are not precluded from advancement.
- 3) As an added check on the appropriateness of distribution, the merit increases or bonuses recommended by managers shall be subject to review by the Human Resources or such other entity or person as designated by the Administration.
- 4) For the duration of the 1995-1997 agreement, a three person, union merit monitoring committee, including the P&A President and two others shall be established. Its purpose shall be to review operation of merit increases by receiving a copy of the distribution in advance along with a summary of the distribution of ratings for P&A employees that does not identify individuals by name. The committee may meet with the University at special conference to review concerns about the workings of the merit system and it may inspect reviews then. Its purpose shall not be to address or negotiate specific increases.

Sincerely,

Bruce J. Gluski
Contract Administrator

This conforms to our agreement.

Betty Ray, President
Professional & Administrative Union/UAW

LETTER OF AGREEMENT #17

WAYNE STATE UNIVERSITY

November 6, 2000

Mr. Roger Somerville, President
Professional & Administrative Union
UAW Local 1979
Belcrest Hotel, Suite 102
5440 Cass Avenue
Detroit, MI 48202

RE: Modification of Group D Premium Pay

Dear Mr. Somerville:

Notwithstanding other provisions of Article 25, group D employees scheduled to work beyond a normal workweek shall receive advance notice of whether their compensation shall be in money or additional time off. Hours paid will be treated as hours worked in determining eligibility for additional straight time pay or additional straight time compensatory time.

The central comp time bank shall accumulate only to 60 hours, then additional straight time is to be paid.

Sincerely,

Bruce J. Gluski, Contract
Administrator

This Conforms to our agreement.

Roger Somerville, President, P&A, UAW Local 1979

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