

**Tentative Agreement
between
UAW Local 1979, P&A
and
Wayne State University
12-31-2021**

TA'd – 12-17-21

Recognized by P&A Local 1979 Bargaining Team

Gary Morris, Charles Plater, Amanda Donigian, Felicia Smith

P&A Counter (12-15-21) to WSU's Counter

WSU's Re-counter (12-14-21) to PA's

P&A Counter (2021-12-13) to

WSU Counter (12-7-21) , to PA Counter (L of A, submitted 11-19-21)

to WSU #2 (Article 14—Reduction of Workforce and Recall)

Supplemental Letter of Agreement # ____

Lauri Washington

TA'd 12-17-21

January 1, 2022

Gary Morris, President

Professional and Administrative Union

UAW Local 197

5057 Woodward Avenue, Ste. 2222

Detroit, MI 48202

RE: Article 14 Reduction of Workforce and Recall Panel

Dear Mr. Morris,

The parties hereby agree that ~~a better understanding of the proper execution~~ changes may be required ~~of to~~ Article 14, Reduction of Workforce and Recall, ~~which, is needed. This understanding may, or may not,~~ include substantive changes to contract language. ~~requiring expertise and careful consideration outside the realm of contract negotiation both in terms of knowledge and the time constraints endemic to collective bargaining.~~

To that end, the University will convene a panel comprised of three (3) members chosen by the University and three (3) members chosen by the Union to discuss Article 14, Reduction of Workforce and Recall. ~~the best way to navigate reductions of force and recall as collaboration between the University and Union. with the goals of preserving the sanctity of seniority, providing every opportunity for displaced employees to succeed, and ensure the seamless operation of the University.~~

The panel will be convened within 30 days of ratification of this agreement and will continue to meet at agreed upon intervals, but will meet no less than two times per month. The purpose of these meetings will be to allow for the panel to take a more extensive and in-depth review of the Reduction of Workforce and Recall provisions, with the goal of reaching agreement on language changes. ~~If the recommendations of the~~ Any agreed upon language changes will become the subject of a re-opener (limited to Article 14) to negotiate their incorporation into the existing Article 14 or, if extensive become the new Article 14 and will be subject to normal ratification process and University approval.. will be incorporated into the existing Article 14, or, if extensive, will become the new Article 14., Reduction of Workforce and Recall. ~~panel~~

~~include changes to this Agreement, they will be negotiated within 30 days of receipt of the panel's recommendation by the University and Union.~~—Should the union fail to ratify the proposed changes, the parties agree to continue to meet at the established schedule with the goal of reaching agreement on language changes to Article 14.

~~Respectively~~ Respectfully,

Lauri Washington, Director
Labor Relations

TA'd – 12-17-21

**Recognized by P&A Local 1979 Bargaining Team
Gary Morris, Charles Plater, Amanda Donigian, Felicia Smith**

**P&A Counter (12-15-21) to WSU's Counter
WSU's Counter (12-14-21) to PA's Counter
P&A Counter (2021-12-13) to
WSU Counter (12-7-21), to PA Counter (LofA, submitted 11-19-21)
To WSU #5 (Article 25, Overtime)**

**Lauri Washington
TA'd 12-17-21**

January 1, 2022

Gary Morris, President
Professional and Administrative Union
UAW Local 1979
5057 Woodward Avenue, Ste. 2222
Detroit, MI 48202

RE: Article 25 Overtime

Dear Mr. Morris,

The parties hereby agree that ~~a better understanding of the proper execution~~ changes may be required of to Article 25, Overtime, which, ~~is needed. This understanding may, or may not,~~ include substantive changes to contract language. ~~requiring expertise and careful consideration outside the realm of contract negotiation both in terms of knowledge and the time constraints endemic to collective bargaining.~~

To that end, the University will convene a panel comprised of three (3) members chosen by the Union and three (3) members chosen by the University. ~~to discuss the Fair Labor Standards Act (FLSA) as presented by a mutually agreeable expert from outside the University. This understanding will in turn enable the parties to actively engage in providing overtime opportunities to all employees regardless of FLSA status while at the same time complying with the legislation.~~

The panel will be convened within 30 days of ratification of this agreement and will continue to meet at agreed upon intervals, but will meet no less than two times per month. The purpose of these meetings will be to allow for the panel to take a more extensive and in-depth review of the Overtime provisions, with the goal of reaching agreement on language changes. ~~If the recommendations of the~~ Any agreed upon language changes will become the subject of a re-opener (limited to Article 25) to negotiate their incorporation into the existing Article 25 or, if extensive become the new Article 25 and will be subject to normal ratification process and University approval. will be incorporated into the existing Article 25, or, if extensive, will become the new Article 14., Reduction of Workforce and Recall. ~~panel include changes to this Agreement, they will be negotiated within 30 days of receipt of the panel's recommendation by the University and Union.~~

Should the union fail to ratify the proposed changes, the parties agree to continue to meet at the established schedule with the goal of reaching agreement on language changes to Article 25.

~~Respectively~~ Respectfully,

Lauri Washington, Director
Labor Relations

WSU #4

ARTICLE (24) WORK DAY AND WORK WEEK

11/5/2021 at 14:30

WSU Re-counter, 12-13-21

P&A Re-counter 2021-12-17

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. The standard work day does not exceed 7.5 hours.

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 except as modified by an employee requested and employer approved Flexible Work Arrangement (FWA) or the special exceptions in Article 24.~~ When necessity demands any weekend scheduling, affected Employees within a unit will be scheduled for such work on a rotational basis at the appropriate overtime rate (See Article 25 ~~and Letters of Agreement~~) time and one-half, provided they are qualified to perform the necessary services. Overtime-eligible employees who work in excess of 37.5 hours paid will be paid at the applicable job group premium.

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, but will be scheduled for no more than 37.5 hours during any Monday to Sunday period at straight time. A sixth or seventh day work assignment within that Monday to Sunday period will be paid at the appropriate premium.

D. 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.

E. Where variations in normal Employee work schedules are necessary for the worksite, they may be arranged in advance with the employee ~~by mutual agreement with the Employee so as to preserve a healthy work/life balance.~~ Changes in established work day or work week will be made only after prior notification and consultation with representatives of the Union. ~~The Union will be notified of any changes in the established work day or week day. meeting to discuss variations in the established work day or work week in advance. Changes in established work day or work week for more than one Employee will be made only after prior notification and consultation with representatives of the Union. Such changes which are not agreed to by the union will be subject to the grievance process.~~

F. Where variations in normal Employee work schedules are requested by the employee ~~necessary~~, they may be arranged in advance with the appropriate administrative head. Administrative heads ~~are encouraged to consider the concept of~~ may allow flexible scheduling. A flexible working schedule must be approved by the supervisor and mutually agreed to by the employee. The supervisor may approve the request if (a) the employee request is made in advance, (b) the employee provides a contact/phone number, and (c) the employee is able to accomplish all the work that would normally be accomplished when not working on a flexible schedule at the Supervisor's direction. Any questions regarding an employee's schedule will be referred to that employee's direct supervisor. The Union will be notified of any changes in established work day or work week before such changes take effect.

~~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.~~

G. 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.

H. 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.

I. ~~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.

J. Computing & Information Technology (C&IT) employees subject to 24x7 on call status will make themselves available to respond within an appropriate amount of time to fix and/or repair emergency equipment or systems. ~~It is not the intent of Wayne State University to prevent the use of vacation or other benefits by subjecting an employee to 24x7 on call status 365 days per year.~~ Management will make efforts, where feasible, for systems which will be continuing long term, to name and train a primary and a backup source. An employee may arrange with another employee to trade or swap on call status with proper notification to and approval by the respective department supervisor. C&IT employees who are eligible to receive overtime as described in Article (25) who are called-in to fix and/or repair emergency equipment or systems shall be paid for the time worked, with a minimum of one (1) hour.

While on approved vacation, employees will not be required to be accessible.

(TA) – 10/8/2021

P&A Bargaining Team members - Gary Morris, Charles Plater, Felicia Smith, Amanda Donigian

WSU #6

ARTICLE (34) ILLNESS LEAVE OF ABSENCE WITHOUT PAY (TA) 10/8/2021 15:17

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 Campus Health Center** 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 **University Health Service Campus Health Center** at time of examination. 3. May be required to satisfactorily pass a physical examination at **Campus Health Center University Health Service**.

TA on 12-15-2021

Recognized By P&A Local 1979 Bargaining Team
Gary Morris, Charles Plater, Amanda Donigian, Felicia Smith

P&A Counter to WSU #7

ARTICLE (42) MANDATORY SICK LEAVE

12-9-2021

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 which affects such person's ability to properly fulfill the duties and responsibilities of his/her University position. Consultation shall be made with Human Resources, and Local P&A 1979 President and Vice President shall be informed prior to the issuance of such a directive. The Union shall be notified when an employee is placed on mandatory sick leave. The Union and Employee shall be simultaneously notified when an employee is placed on mandatory sick leave.

~~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 Labor Relations Department, who will consult with the Human Resources Division who will then inform the Local P&A 1979 President and Vice President prior to any issuance of a directive or placement on mandatory sick leave.~~

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.

(TA) – 12/9/2021 P&A Bargaining Team

Gary Morris, Charles Plater, Amanda Donigian, Felicia Smith

P&A Counter to WSU #8

November 19, 2021

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.

Illness days shall accrue, at the appropriate rate, for each pay period. Illness leave shall not accrue in any pay period that the Employee has been on unpaid disciplinary suspension.

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.

The illness bank shall serve as a short-term disability benefit, and is intended to cover all illness and eligible, paid disability periods.

****Change all references to the bank to match****

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 / **illness leave time** 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 (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~~ **Illness** 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 oncontinuous 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 (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.

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. The Employer maintains the right and discretion to require verification of absence when deemed appropriate. Employees are not to exceed five (5) incidents per fiscal year, among the special needs days listed below (which are charged to the Illness/Disability Bank). 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 per incident).

3. Verified emergency care of a parent, spouse or child under the age of 18 (up to two consecutive working days per incident). 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. Upon completion of six (6) months of service, a Professional and Administrative Employee may use up to two (2) days (Any Purpose Days) during the contract year for any personal reason. Such days will be charged to the Employee's Illness/~~Disability~~ Bank. Such days are not to be taken after a request for time off (for the same day) has been denied. Such days are to be taken in ½ day minimum increments. Note: The contract year ends July 31st of each year. The University's Payroll System does not post the time taken in one Pay Period to two different contract years' banks. Pay Period 17 typically affects two contract years' balance.

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 covered for benefits.

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.

B. Election Day

In those cases where: (1) emergency needs would necessitate an Employee being called in to work (or retained past normal work hours) on a general election day for statewide or national office, and (2) where this would mean that the Employee would not be able to vote prior to his/her arrival at work (during poll hours), the University agrees that the department will allow paid release time before the polls close, sufficient for the Employee to commute to the polling place and vote, but not more than two hours induration.

Under the above conditions, any absence above two hours shall be chargeable to the Employee's own time (e.g., Vacation, Compensatory Time, Any Purpose (per Article 45.A.6, or Absence Without Pay as applicable)).

This shall apply only to emergency call-ins to work, or the calling of mandatory overtime while at work. When schedule variances are communicated to the Employee at least ten (10) working days prior to a state or national Election Day, the Employee is expected to file for absentee voting, and will not be released under the conditions described above.

ARTICLE (54) RETIREMENT

A. Effective sixty (60) calendar days after the ratification of the 2008-2012 Agreement, fractional and full-time Employees who have attained twenty-six (26) years of age shall be eligible to participate in 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 with University contribution. The Employer match shall start at a 1% employee contribution, and increase on a 2 for 1 basis, up to 5% employee contribution (10% maximum University contribution).

For the University contribution, vested percentage is as follows:

Years of Vested Service*	Vested Percentage
Less than 2 years	-0-
2 years or more in a pay status.....	100%

*For the purposes of this article, "Vested Service" is defined as: (1) If employment ends prior to 2 years of service, 100% of the employer contribution is forfeited to WSU, (2) If employment ends after 2 years of service the employee is entitled to 100% of the employer contribution.

Employees with previous service at an eligible institution may be able to waive all or a portion of the two-year vesting requirement.

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 shall, by mutual agreement between Employee and Employer, be either: (1) used prior to the effective date of retirement, or (2) paid in a "Lump Sum" payment. Preference must be agreed upon, between Employee and Employer, at least 2 weeks prior to the effective date of retirement. Lacking prior arrangement or mutual agreement, payout shall default to "Lump Sum."

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.

Year 1 – 2.50% ATB (1/2 steps funded), effective at the start of the pay period including the date of ratification (*this option takes emp to next scheduled step*)

Year 2 – 2.0% ATB, plus .5% (performance) - 2.50% (full steps funded) – Aug 2022

Year 3 –1.5% ATB, plus .5% (performance) – 2.0% (full steps funded) – Aug 2023