AGREEMENT

between

THE UNIVERSITY OF DETROIT, hereinafter referred to as the University and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #547
AFL-CIO hereinafter referred to as the Union.

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

ARTICLE I

Purpose

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the University of Detroit and the employees covered hereby to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE II

Union Recognition, Union Security

Section 1. Union Recognition.

- A) The University of Detroit recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment.
- B) The term "employee" as used herein shall include all employees of the University of Detroit as outlined in the classification schedule.

Section 2. Union Security.

- A) It shall be a condition of employment that all employees of the University covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirty-first day following the beginning of such employment, become and remain members in good standing in the Union.
- B) The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

Juil Union of Operating Expirers
13020 Purilan avenue
Detroit, Michigan 48227

C) In the event the Union refuses to accept any person so hired as a member, said person may continue in employment.D) The University agrees that upon hiring any new employees who are not members of the Union, the University shall send a letter advising the Union of the name and date of hiring of

E) The University shall deduct from the wages of employees covered by this Agreement and remit to the Union on or before the fifteenth day of each month dues uniformly required as a condition of membership in the Union only in such cases as the employee files with the University proper written authorization to do so. Such dues as and when deducted shall be deemed trust funds and shall be forwarded to the Union with a listing of employees for whom said deductions were made within 15 days after date of deduction.

Section 3. Jurisdiction.

the new employees.

- A) Employees of the University not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency.
- B) The provisions of this Agreement shall not be applicable to the University students employed and assigned from time to time in the Powerhouse, provided that the employment and assignment of such students shall not result in the termination or in the reduction of the number of hours normally worked of any employee now or hereinafter employed in a classification subject to this Agreement. This provision is not meant to guarantee employment or a number of hours. Such students shall not constitute a part of the bargaining unit. The University further agrees that in the event students engage in major experiments affecting the Powerhouse and its lines, an employee will be notified and be available to advise on such activity.
- C) The right of contracting or subcontracting is vested in the University. When this right to contract or subcontract is exercised, or if the University engages in an expansive building program, it is agreed that it shall not result in the reduction of the present work force at the University or in the reduction of the number of hours normally worked by such present work force. It is agreed that this phrase is not intended in any way as a work guaranty or a guaranteed work week.

ARTICLE III

Managements Rights

The management of the University and the direction of the working forces, including, but not limited to, the establishment and enforcement of

University rules, the assignment of work to employees, the right to hire, promote, discharge, discipline, lay off and recall employees to maintain discipline and efficiency, the scheduling of hours and shifts, the determination of the number and kinds of classifications (as per this Agreement) and all other management rights are solely and exclusively the function of the University, except as otherwise herein specifically limited, modified or made subject to the grievance procedure by this Agreement.

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ARTICLE IV

Discipline, Discharge

- A) An employee shall be subject to discharge or discipline for just and proper cause, which shall include, but not be limited to, misappropriation of funds, theft, assault on the premises, intoxication or drinking on duty or on the premises, use of illegal drugs or narcotics, moral turpitude, insubordination or refusal to carry out the instructions of his supervisor. The University shall take disciplinary action within five (5) days from the time it is reasonable to assume the University became aware of the conditions giving rise to the disciplinary action.
- B) All warnings are to be in writing. The University will give a written copy to the employee and the Union, within three (3) days, or any warnings or other disciplinary action taken against any employee.

ARTICLE V

Grievance Procedure

- A) Step 1. An employee having a grievance shall present it orally to his supervisor. If it is not settled orally, the steward shall reduce it to writing stating the grievance and remedy desired. The aggrieved employee shall sign the grievance and it shall be submitted to the Employer within five (5) working days from the date of the oral presentation.
- B) <u>Step 2.</u> The Union representative shall meet with the University representative to discuss the grievance within five (5) days of its written submission.

The University shall give its decision in writing within five (5) working days of the said meeting.

C) Step 3. If no satisfactory result follows from the submission aforesaid, the grievance shall, within fifteen (15) days after the occurrence of the events giving rise to the grievance, be submitted to a grievance committee consisting of the personnel director and/or his designee and two representatives of the Union, one of whom shall be the aggrieved.

If no satisfactory result follows from the consideration of the grievance by the committee, it may be referred to arbitration as hereinafter provided.

D) Step 4. Arbitration. Within fifteen (15) days after notice of intent to appeal the grievance to arbitration, the party appealing shall request the American Arbitration Association to submit a list of five (5) persons. The representatives of the University and the Union shall determine by lot the order of elimination, and thereafter each shall in that order alternately eliminate one (1) name until only one (1) remains. The remaining person shall thereupon be accepted by both parties as the Arbitrator.

1) The Arbitrator, the Union or the University may call any employee as a witness in any arbitration hearing.

- 2) Each party shall be responsible for the expenses of the witnesses that they may call. The arbitrator shall not have jurisdiction to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.
- 3) The decision of the Arbitrator shall be final and conclusive and binding upon all employees, the University and the Union.
- 4) The Arbitrator shall render his decision in writing not later than thirty (30) days after he has completed the hearing.
- 5) The fees and expenses of the Arbitrator shall be borne equally by the parties.
- E) No employee or employees shall, either directly or indirectly, take part in or cause or attempt to cause any strike, slowdown or interfere with normal operations of the University, whether complete or partial, and shall not engage, either directly or indirectly, in any complete or partial stoppage of work, boycott, demonstration, picketing, refusal to do assigned work, or interfere with any of the normal operations of the University or in any conduct which causes or results in such interference. Any employee who engages in any such prohibited conduct shall be subject to discipline or discharge. The grievance procedure as defined and set forth in this Agreement shall be the sole remedy available to the employee or the Union.
- F) The Union agrees that neither it nor any of its representatives or members shall, either directly or indirectly, authorize, permit, assist, encourage, condone, or in any way participate in, lend support to any conduct prohibited in Section 2 A) of this Agreement; and the Union further agrees that it will use its best efforts to prevent any of such prohibited conduct.

The University agrees that it will not lock out its employees.

ARTICLE VI

Hours and Work Week

Section 1.

- A) The regularly scheduled work week shall consist of forty (40) hours beginning at 12:01 a.m. Saturday and ending 168 hours thereafter.
- B) The normal work day 'shall be eight (8) consecutive hours.

Section 2. Overtime rates will be paid as follows:

- A) Time and one-half will be paid for all time worked in excess of eight hours in a twenty-four (24) hour period; all time worked in excess of 40 hours in one work week, for which overtime has not already been earned.
- B) Time and one-half (1 1/2) the regular straight-time rate will be paid for all time worked in the sixth (6th) consecutive worked day in any one week and double time for the seventh (7th) consecutive worked day in any one work week.
- C) Work schedules shall be posted 48 hours in advance of the work period except in case of emergency.

Section 3. Whenever an employee is required to return to work after the completion of his regularly scheduled working hours and having left the premises, he shall receive pay for the actual time worked at the proper overtime rate or a minimum of four (4) hours pay at his straight-time hourly rate, whichever is the greater.

This shall not apply, however, to employees who are called in to begin work prior to the start of their shift and work continuously into their shift, provided they are permitted to work their regular schedule of hours for that date.

Section 4. Overtime shall be divided and rotated as equally as possible according to seniority among those employees who regularly perform such work provided they are qualified to perform such work.

Section 5. The University agrees to pay a shift premium of twelve (12) cents per hour to employees who work on afternoon shifts and seventeen (17) cents per hour to employees working night shifts. Employees working a relief schedule shall be paid fifteen (15) cents per hour premium for all hours worked.

ARTICLE VII

Seniority

Section 1. Employees shall be regarded as probationary employees for the first three (3) months of active employment. Layoff or discharged probationary employees shall not have recourse to the terms of this Agreement.

Section 2. Probationary employees completing their probationary period and employees transferring into the bargaining unit shall acquire seniority from the date of completion of transfer or probation. Seniority shall be granted to date of hire after completion of probationary period.

Section 3. Employees shall be laid off, recalled or demoted according to their seniority in their classifications. An employee on scheduled layoff shall have the right to displace a lesser seniority employee who is on a classification previously held by the employee, provided the senior employee is qualified to hold the position.

Section 4. Any employee shall lose his seniority and his right to continue on the seniority list if:

- A) He resigns from classifications covered by this Agreement;
- B) He is discharged and not reinstated through the grievance procedure;
- C) He is absent for three (3) consecutive working days without properly notifying his supervisor unless physically unable to do so. Such employee shall be reinstated only if he furnishes a reason satisfactory to the University for his failure to notify the supervisor, either personally or by a direct telephone conversation;
- D) He fails to work within three (3) consecutive working days after being notified to report to work after a layoff unless physically unable to do so. Such employee shall be reinstated if he furnishes a reason satisfactory to the University for not returning to work and for not notifying his supervisor, either personally or by direct telephone conversation;
- E) He is laid off for more than one (1) consecutive year. This period may be extended for two additional periods of six (6) months each, provided that within fifteen (15) calendar days prior to the six (6) month period thereafter, the employee informs the University by registered mail of his desire to remain on the seniority list;
- F) He makes a false statement which is material on his application for employment or on his application for leave of absence;
- G) He fails to report for work upon termination of any leave of absence. Such employee shall be reinstated only if he furnishes

a reason satisfactory to the University of his inability to return to work; and

H) He is retired pursuant to any Pension Plan then in effect.

Section 5. Any employee in the bargaining unit elected or appointed to full-time office in the Union whose duties require his absence from his work shall be granted a leave of absence for the term of such office and shall accumulate seniority during his term of office and at the end of such termination shall be entitled to resume his regular seniority status and all job and recall rights.

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Section 6. Seniority shall continue to accumulate for an employee who is transferred to a supervisory position.

Section 7. During his term of office, the Chief Steward shall be deemed to head the seniority lists for the purposes of shift preference, layoff and recall only provided he is qualified to do the required work. Upon termination of his term, he shall be returned to his regular seniority status.

Section 8. An agreed-to seniority list shall be made available to each employee covered by this Agreement on or about July 1 of each year; such list shall contain date of hire, employee's location and classification. Seniority in classification shall be as of date of entry into the classification.

ARTICLE VIII

Benefits

Section 1. Employees shall have the right to full participation in all present or future programs maintained by the University for all staff personnel pertaining to life insurance and severance pay.

Section 2. Holidays. Each permanent full-time employee shall be paid for the following eleven (11) holidays not worked:

Thanksgiving
Day after Thanksgiving
Christmas Eve
Christmas
New Year's Eve
New Year's
Good Friday
Easter Monday
Memorial Day
Labor Day
Independence Day

provided he meets the following eligibility rules and unless otherwise provided in this Article:

The first transfer of the state The employee has ninety (90) days' service as of the date of the holiday; The employee must have worked the last scheduled work day prior B) to and the next scheduled work day after such holiday; Employees who are prevented by illness, accident or death in the immediate family from reporting to work the day before or the day upon submission of proof reasonably acceptable to the University that such absence was unavoidable; Employees who report for work no more than one hour late on the day before and after such holiday will receive holiday pay, if otherwise eligible, but employees more than one hour late on such days, when signed in, will not be entitled to pay hereunder: When a holiday specified above falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall receive an additional day's vacation; Employees who have been assigned work on a holiday and fail to report for and perform such work without reasonable cause shall not receive holiday pay under this Section; An employee who is on layoff at least one full calendar week before the calendar week of the holiday or who is on leave of absence at the time such holiday occurs will not be paid for that holiday; The University has in the past and expects in the future to assign two (2) additional holidays at the option of the administration and the identical eligibility rules are applicable. Section 3. Hospitalization. The University shall pay the total cost of single subscriber semi-private room coverage, hospitalization insurance. Section 4. Pensions. A) The University agrees to be bound by the Agreement and Declaration of Trust entered into as of September 7, 1960, establishing the Central Pension Fund of the International Union of Operating Engineers and Participating Employers, and by any amendments to said Trust Agreement. B) The University designates as its representative among the Trustees of said Fund such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in the manner provided in said Agreement and Declaration of Trust as that document may be amended from time to time. - 8 -

C) The University shall pay monthly into the Central Pension Fund of the International Union of Operating Engineers and Participating Employers twenty-five (25) cents per hour for all hours paid for or worked in the preceding month for the duration of the Agreement.

Section 5. Sick Leave.

- A) As of each January 1 of each calendar year, permanent fulltime employees shall be entitled to one day of sick leave per month after completion of twelve (12) months of employment, such pay to be computed at his current straight-time hourly rate, exclusive of premium of any sort whatsoever.
- B) All unused sick leave days are accrued in the sick leave bank. Employees may use a maximum of three sick days a year for personal business.
- C) After an employee has accrued 30 sick leave days, he is eligible to participate in the bonus vacation plan. These bonus days are not charged against the sick leave bank. The plan allows additional vacation for unused sick leave days for any calendar year as follows:

12 days unused - 5 days

11 days. unused - 5 days

10 days unused - 4 days

9 days unused - 3 days

8 days unused - 2 days

7 days unused - 1 day

6 days or less - none

The term "sick leave" as used above in this Section refers to sickness or non-compensable accidental injury of the employee himself to such an extent that he is unable to perform his scheduled work, or that it would be unsafe or unwise for him to expose others to his condition. It does not include pregnancy or a condition which is self-induced by the result of the employee's own willful misconduct.

Section 6. Vacations. Each permanent full-time employee who has at least six (6) months' service shall, after completion of his first six (6) months of service in permanent full-time status, be entitled to an annual vacation with pay during the next ensuing year of his employment as hereinafter provided. His vacation pay shall be based upon his current straight-time hourly rate, exclusive of premium of any sort whatsoever, in effect at his anniversary date. A full year of service in permanent full-time status means and requires that an employee must actually have worked for at least 1,800 straight time hours in such status as a permanent full-time employee. If a part-time employee is given permanent full-time employment, his service for the purpose of these vacation pay provisions shall be deemed to start at the commencement of his employment on a full-time basis.

A) After the initial six (6) months of full-time service, employees are entitled to five (5) days of vacation. They are then entitled to earn one (1) day of vacation for each complete calendar month of employment during their first year of employment up to a maximum of ten (10) days.

Vacation benefits, based on a full year of permanent full-time service, shall be as follows:

After Years of Such Service	Vacation	Vacation Pay
1 but less than 10 years	2 calendar weeks	80 hours straight-time pay
10 but less than 20 years	3 calendar weeks	120 hours straight-time pay
20 or more years	4 calendar weeks	160 hours straight-time pay

- B) After one year of continuous service, a part-time employee will be granted vacation annually based on the number of hours actually worked. Vacation pay will be computed the same as for full-time employees.
- C) University holidays occurring on a work day during a vacation period will be added to the employee's vacation allowance.

 Vacations cannot be accrued beyond five weeks or 25 working days. There are no provisions for salary payments in lieu of vacations.
- D) If the employment of a permanent full-time or part-time employee is terminated by a separation from employment, he will be paid vacation pay which has accrued for the current year.

No accrued vacation benefits will be paid unless the employee gives the University at least two (2) weeks' notice of his intention to terminate, unless for some reason acceptable to the University he cannot give that much notice, and no accrued vacation benefits shall be paid if such termination is the result of his discharge under Article IV, Section 1.

E) As far as possible, vacations will be granted at the time most desired by employees according to seniority, but the final right to the allotment of vacation periods is reserved exclusively to the University in order to assure the orderly operation of the University. To the extent feasible, the University will not change posted vacation schedules but will give two (2) weeks' notice of any change in posted schedules. If two (2) weeks' notice is not given, the employee may take his vacation at the time previously scheduled except in case of emergency.

Section 7. Jury Duty. Employees requested to appear for jury qualification or service shall receive their pay from the University for such time lost as a result of such appearance or service, less any compensation received for such jury service, up to a period of sixty (60) days.

Section 8. <u>Uniforms</u>. The University shall provide three (3) complete sets of uniforms for each employee in this unit. Each set shall consist of a shirt and pair of pants. It is the obligation of each employee to suitably maintain and wear such uniform while on duty.

Section 9. Whenever an employee leaves the employ of the University, he shall give at least two (2) weeks' notice of such intention. Failure to comply with this notification shall forfeit any benefits he might be entitled to under the provisions of this Agreement.

ARTICLE IX

TRANSFERS AND PROMOTIONAL PROCEDURE

Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) day's period from day of vacancy, and the employees shall be given five (5) days' time in which to make application to fill the vacancy or new position. The senior employee making application shall be considered first for the vacancy or new position provided he has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work; the place of work; the starting date; the rate of pay; the hours to be worked, and the classification.

Any employee temporarily transferred shall be paid either the rate of the position from which he is transferred or the rate of the position to which he is transferred, whichever is higher.

All promotions and transfers shall be the sole responsibility of the University.

ARTICLE X

Classification and Compensation

Section 1. The parties hereto agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification and shall receive compensation as follows:

A) 2nd Class Engineer, Leader

Make routine inspection of all machinery and equipment in boiler room tunnels and buildings. Do service and repair work on same. Prepare boilers for inspection. Service and maintain air conditioning machines. Do pipe fitting and plumbing maintenance. Operate boilers when necessary. Do pipe covering and repair brick work and insulation in boilers.

B) 2nd Class Engineer

Responsible for operation of boiler room and his shift to maintain services. Primary job is to operate boilers and all related equipment. When firing coal, he will fill stokers, remove ashes, remove coal siftings from stoker windbox and flyash from combustion chamber. He will take in coal when delivered, also material and supplies when delivered. He will keep boiler room floors, machinery and equipment clean. Do minor repair jobs when possible without interrupting services. If boilers are shut down, he will do assigned maintenance work in boiler room, tunnels or buildings.

C) 3rd Class Refrigeration Engineer/Boiler Operator

Duties pertain to servicing, lubricating and cleaning of all refrigeration equipment, machinery and equipment piping system in boiler rooms, tunnels and buildings that provide above services.

Do repair work on boilers, machinery and equipment; do pipe fitting, pipe covering; also plumbing maintenance. Operate boiler and refrigeration units.

Do such service jobs as required by supervisor.

D) Boiler Operator

Duties pertain to servicing, lubricating and cleaning and painting of all machinery and equipment piping systems, etc., in boiler room, tunnels and buildings that provide above services. Clean boilers for inspection. Clean and paint boiler room. Do repair work on boilers, machinery and equipment. Operate boilers when a 2nd Class Engineer is present.

E) Plumber, General Maintenance Mechanic

Assist on maintenance and repair work, do lubricating, servicing, cleaning and painting on machinery and equipment on boiler room, tunnels and buildings. Do cleaning and painting of boiler room. Assist on plumbing maintenance. Assist Shift Engineer when needed. Read meter and take readings on operating equipment in buildings. Do pipe fitting, pipe covering and plumbing maintenance.

Section 2. Wage Schedule.

Classification	Hourly	Wage Rate	Effective
	7/1/73	7/1/74	7/1/75
2nd Class Engineer, Leader	\$ 5.96	\$ 6.29	\$ 6.63
3rd Class Engineer	5.38	5.68	5.99
3rd Class Refrigeration			
Engineer/Boiler Operator	5.01	5.29	5.58
Boiler Operator	4.77	5.03	5.31
Plumber, General Maintenance			
Mechanic	4.50	4.75	5.01
Trainees	3.50	3.70	3.90

ARTICLE XI

Safety

The University will take reasonable measures in order to:

Section 1. Provide heat, light and ventilation to employees at their place of work.

Section 2. Control drafts, noise, toxic fumes, dust, dirt, grease and job hazards to which employees are subject at their places of work.

Section 3. The University shall correct any hazard which threatens life, limb or property or causes extreme discomfort. Any grievance arising under this Article may be processed directly to Step 3 of the Grievance Procedure.

- Section 4. A) The University will furnish hard hats to employees in this unit. Safety goggles will be readily available for grinding and cleaning operations. Rubber boots and aprons will be available for employees when working with chemicals or in case of emergency.
 - B) It is clearly understood that the above safety equipment shall be utilized by all employees in the unit. The Union promises its full cooperation in promoting the enforcement of such safety rules.

ARTICLE XII

Equal Employment Opportunity

The University and the Union recognize their responsibilities as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, age, sex, creed, color, religion or national origin.

The parties will work together to assure equal employment opportunities to all and will actively seek minority members for such employment.

ARTICLE XIII

Visitation

After presentation of proper credentials, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the Powerhouse of the University during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided that said observation shall not be in areas which would be detrimental to the management and function of the University and its students.

ARTICLE XIV

Fringe Benefit Committee

When the Fringe Benefit Committee of the University meets concerning staff benefits, a member of the bargaining unit will be invited to attend such meetings and will receive notification of such meetings.

ARTICLE XV

Negotiation of Agreement

Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the University and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 3. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and Supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XVI

Termination, Change or Amendment

Section 1. This Agreement shall take effect as of July 1, 1973, and shall continue in effect until and including June 30, 1976, and from year to year thereafter, except as it may be changed or terminated as provided herein.

Section 2. Either party desiring to change or terminate this Agreement must notify the other in writing at least ninety (90) days prior to June 30, 1976. Whenever such notice is given for changes, the exact nature of the changes desired must be stated in the notice. In the event no notice is given of the intention to reopen, then all of the features of said Agreement shall be automatically renewed for an additional year. Changes can be made at any time by mutual consent of the parties hereto, provided such changes of a substantial nature shall be reduced to writing and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this day of , 1973.

UNIVERSITY OF DETROIT

By: State Chair

INTERNATIONAL UNION OF OPERATING ENGINEERS,
Local Union No. 547

By: Business Manager

By: State Commune

President

Recording Corresponding Secretary