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Michigan State University
LABOR AND INDUSTRIAL
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AGREEMENT

Between

WAYNE STATE UNIVERSITY

And

HOTEL AND RESTAURANT EMPLOYEES
INTERNATIONAL UNION, LOCAL 705

1971-74

MERC
503 Dept. of Labor Bldg.
7310 Woodward
Detroit, Mich. 48202

Wayne State

WAYNE STATE UNIVERSITY

AND

HOTEL AND RESTAURANT EMPLOYEES INTERNATIONAL UNION, LOCAL 705

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A G R E E M E N T

PREAMBLE

This Agreement is entered into between the Board of Governors of Wayne State University (hereinafter referred to as the "Employer") and the Hotel and Restaurant Employees International Union, Local 705 (hereinafter called the "Union").

I. GENERAL PURPOSE

It is the general purpose of this Agreement to promote the mutual interest of the University and its employees, and to provide for the operation of the University's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output.

The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

II. RECOGNITION

A. The Employer recognizes Local 705 of the Hotel and Restaurant Employees International Union, Detroit, Michigan, as

II. RECOGNITION (Cont.)

the designated representative for the following classifications in Mackenzie Hall and related areas:

Maid

Houseman

B. Present employees or future employees shall not be discriminated against as a result of Union membership.

C. The Employer may call the Union local in order to obtain replacements and additional full-time help. When the Union is unable to produce competent help as requested, the Employer shall obtain candidates from other sources. Such newly hired employees may obtain membership in the Union. The Employer shall retain the right to decline employment to any applicant referred by the Union or by other sources when in the judgment of the Employer such candidates are unacceptable. The Employer shall be privileged to discharge any employee for just cause.

III. COLLECTION OF UNION DUES

A. Union dues shall be paid by employees who are members of the local covered under this contract through the check-off system, based on signed authorization cards whereby the Employer shall be authorized to deduct from wages the established amount of dues. Application fees, reinstatement fees, and other assessments

III. COLLECTION OF UNION DUES (Cont.)

shall be handled by the employees directly with the Union and will not be subject to the check-off system. The Employer shall forward a check to the Union office for the amount of dues, together with a statement on a form supplied by the Union, setting forth the name, address, weekly pay rate, job classification, and social security number of all employees for whom Union dues have been deducted.

IV. SICK LEAVE

A. An Absence-With-Pay Bank will be established on a cumulative basis, and shall begin on the first day of employment with a deposit of one (1) day for each month between the staff member's initial assignment date and the end of the current fiscal year.

For Example:

An employee assigned on August 1 would be given a bank of 11 days; if assigned September 1, he would be given a bank of 10 days; if assigned October 1, a bank of 9 days, etc.

B. On each July 1 thereafter, the employee shall receive an additional twelve (12) days.

C. At the beginning of the fiscal year after completion of one (1) year of service (at least 180 work days for 12 month employees), an additional five (5) "Service" days shall be deposited in the Absence-With-Pay Bank. Five (5) such days shall

IV. SICK LEAVE (Cont.)

be added each July 1 thereafter, provided the employee has worked at least 180 days during the preceding year.

D. The twelve (12) days per year, plus the additional five (5) "Service" days comprise the Absence-With-Pay Bank. This bank may accumulate to a total of 200 days.

E. When excused absence extends beyond the number of days in an employee's Absence-With-Pay Bank the absence shall be charged against the employee's accumulated vacation time. When the vacation time is exhausted, the employee's pay shall cease. The Director shall contact the University Personnel Office prior to this time regarding the benefits available to the employee.

F. If July 1 falls during an extended illness absence, the employee's bank is not credited with additional sick days.

1. Upon employee's return to work, illness days are pro-rated for remainder of fiscal year and deposited in his Absence-With-Pay Bank. The employee must have started by the 15th of the month in order to receive a sick day for that month.

2. The employee's Absence-With-Pay Bank is credited with five (5) service days, provided the employee had worked at least 180 days in the preceding fiscal year.

IV. SICK LEAVE (Cont.)

G. When the Sick and Service days are exhausted because of extended illness absence, the vacation accrual stops. Vacation accrual resumes upon return to work.

H. It shall be the responsibility of the employee to report illness not later than one (1) hour after regularly scheduled reporting time; if an employee does not call in, he will be deducted one (1) day or the number of days of absence.

I. The supervisor shall have the right at any time to request the employee to submit to a physical examination if there is a question of the legitimate nature of the illness or request a statement from the attending physician certifying to the care administered to the employee.

J. The University will pay all employees who retire with benefits from the Union Pension plan, one-half (1/2) of their accumulated unused sick days in cash up to a maximum of pay for thirty (30) days. In the event of death after ten (10) years of continuous full-time service, the University will also pay one-half (1/2) of the accumulated unused sick days not to exceed thirty (30) days pay to the beneficiary designated on the Union insurance plan or to the estate in the absence of such beneficiary. Upon resignation after completion of five (5) years of continuous full-time service, the University will pay the employee one-quarter (1/4) of his/her accumulated sick days

IV. SICK LEAVE (Cont.)

up to a maximum pay for fifteen (15) days providing that the Employee has given the University two (2) week's notice of intent to separate.

V. VACATION

A. Plan Effective Through June, 1973

1. Each employee having one (1) year of continuous employment with the Employer shall be entitled to one week's (5 days) vacation with pay. Employees having two (2) years of continuous employment with the Employer shall be entitled to two weeks (10 days) vacation with pay. Employees having three (3) or more years of continuous employment with the Employer shall be entitled to three weeks (15 days) vacation with pay. In the event the Employer sells the establishment, or by any other means ceases to operate the establishment, he shall pay to each of his employees the cash equivalent of vacation credit which the employees may have earned at the time of such cessation.

2. Any discharged employee who, at the time of this discharge has three (3) months or more of vacation credit shall, at the time of his discharge, be paid the cash equivalent of such vacation credit.

3. If an employee quits after having worked three (3) months or more of his current vacation year, he shall re-

V. VACATION (Cont.)

ceive his earned vacation pay provided two week's notice is given by the employee to the Employer of his intention to quit, the earned vacation to be computed on a pro rata basis for each month or major fraction thereof since the last anniversary vacation date of the employee.

4. For accounting purposes, July 1st of each year shall be the date on which vacations are computed, and shall be computed on a pro rata basis. Employees, however, shall be entitled to their vacation increment on the anniversary of their hiring date.

B. Plan Effective July 1, 1973

1. Employees assigned to regular full-time positions on or after July 1, 1973 shall begin to accumulate vacation in accordance with the schedule listed below. Employees hired prior to July 1, 1973 shall also convert to this plan beginning with the first full pay period on or after July 1, provided, however, that no such employee shall suffer a reduction in his annual vacation allowance received as of June 30, 1973.

2. Employees assigned to regular full-time positions shall be granted vacation benefits in accordance with the schedule indicated below:

<u>Length of Service</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
0 thru 4 years	12 days	24 days
5 thru 10 years	15 days	30 days
11 thru 15 years	18 days	36 days
16 or more years	22 days	44 days

V. VACATION (Cont.)

3. An employee will not be eligible to charge absence to his vacation allowance until he has completed six (6) months of service.

4. Only five (5) vacation days within a fiscal year may be taken a day or two at a time. The remainder shall be taken in blocks of five (5) or more days. Exceptions may be made by the Director.

5. Vacations will be taken in the year in which they are earned. However, if approval is given in writing by the Director of the unit in which the employee works, vacation time may be accrued up to the maximum stated in V-B2 above.

6. Employees who leave the University after six (6) months of continuous full-time service shall be paid for their unused accumulated vacation days as of the date of termination of employment.

VI. HOLIDAY PAY

A. Full-time employees shall be paid two and one-half (2½) times for the following holidays if worked and straight time if not worked:

Thanksgiving, Day after Thanksgiving, Christmas, New Years, Decoration Day, Independence Day, Labor Day, and the two days annually designated by the President.

VI. HOLIDAY PAY (Cont.)

Holidays shall be effective upon employment. Management shall have the sole right to determine the number of employees who shall work on their holidays in accordance with Article VIII-A.

VII. HEALTH - WELFARE - PENSION FUND

A. The Employer shall contribute to the Hotel and Restaurant Employees Insurance Fund the sum of \$.60 per day from the first day of employment for each day worked, with a minimum of \$3.00 per week for each week worked by steady employees. The Employer shall contribute to the Hotel and Restaurant Employees Insurance Fund the sum of \$.60 per day for each day worked by all other employees covered to provide benefits for employees eligible for benefits.

B. The Employer shall contribute, in addition to the contributions provided in the preceding paragraph, the sum of \$.40 per day for each day worked by an employee covered by this Agreement to the Hotel and Restaurant Employees Pension Fund for the purpose of establishing and paying pension to eligible employees as provided in an indenture of Trust establishing the Hotel and Restaurant Employees Pension Plan.

C. Contributions as provided in the foregoing paragraphs are payable for any period while an employee is on a paid vacation or for a paid holiday.

D. Contributions are due on the 10th day following the month for which they are due. Failure on the part of an Employer

VII. HEALTH - WELFARE - PENSION FUND (Cont.)

to make contributions as provided for herein shall render the Employer liable for claims to the full extent of all allowable benefits and for all contributions due hereunder.

VIII. WORK WEEK AND WORK DAY

A. The regular work week shall consist of five (5) days in any one week, and the regular work day shall consist of eight (8) hours in any one day. An employee working over eight (8) hours in any one day shall be paid at the rate of time and one half for the overtime. Overtime shall be paid for in one-half (1/2) hour periods with the exception of the first ten (10) minutes of overtime worked for which no payment shall be made. Any work performed on the sixth day shall be compensated at the rate of time and one-half. Any work performed on the seventh day shall be compensated at the rate of double time. Any employee properly requested to report to work on any day shall receive a day's pay even though he is sent home because of a work shortage.

IX. SENIORITY

A. The Employer shall recognize seniority rights in their respective classifications and employees shall be promoted, demoted, laid off and returned to service according to their length of service, provided however, that such employee qualifies.

X. PROBATION

A. An employee is a "probationary employee" for his first ninety (90) working days of employment.

X. PROBATION (Cont.)

B. There shall be no seniority among probationary employees. Upon completion of the probationary period, the employee will acquire seniority from his date of hire.

C. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedures.

XI. GENERAL PROVISION

A. The Employer shall furnish and launder all uniforms.

B. The Employer shall be responsible for the safekeeping of employees' clothing in a place to which the public shall not have access.

XII. GRIEVANCE PROCEDURE

A. In order to promote and maintain the proper relationship between the University and the Union, any dispute or grievance concerning the interpretation or enforcement of this Agreement shall be resolved according to the following successive Steps:

XII. GRIEVANCE PROCEDURE (Cont.)

Step 1. Between the aggrieved employee and his Steward and the Superintendent. If not settled within forty-eight (48) hours, the grievance shall be reduced to writing and submitted to Step 2. Any grievance not presented in writing within ten (10) calendar days of the occurrence of the condition(s) giving rise to the grievable issue shall not thereafter be considered a grievance under this Agreement.

Step 2. Between the Union Representative and the Director of Building Services. If the grievance has not been settled within five (5) days, it shall be submitted to the next step.

Step 3. Between the Representatives of the Union and the Director of Personnel Services, Wayne State University, or his designated representative.

Step 4. In the event the grievance cannot be resolved at Step 3, it shall be submitted to the Executive Vice President, or his designated representative, who shall call a meeting within a reasonable time, but not to exceed ten (10) working days.

B. Arbitration

Any unresolved grievance which has been fully processed through the last step of the grievance procedure may be submitted to arbitration by either party in strict accordance

XII. GRIEVANCE PROCEDURE (Cont.)

with the following, provided that the right of either party to demand arbitration under an unadjusted grievance is limited to a period of thirty (30) calendar days from the final action taken on such grievance under the last step of the grievance procedure immediately prior to arbitration:

The arbitrator shall be selected from a list furnished by the American Arbitration Association within two weeks after such list is furnished to the parties. Upon the appointment of an arbitrator selected from a list furnished by the American Arbitration Association, the subject matter of the grievance shall be submitted to the arbitrator within five (5) days after the selection of the arbitrator, unless the parties mutually agree upon a longer period of time. Evidence shall be submitted by both parties within ten (10) days thereafter. The decision of the arbitrator shall be final and conclusive upon both parties and both parties agree to abide by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally between the parties. An arbitrator shall not have any right or authority to add to, subtract from, or modify the terms and provisions of this Agreement. Further, the renewal, extension, modification or amendment of this Agreement shall not be the subject matter of any grievance or arbitration procedure.

XII. GRIEVANCE PROCEDURE (Cont.)

C. In the event the Union wishes to submit a grievance on its own initiative, or the Employer wishes certain conditions, they shall be reduced to writing and implemented at Step 3 of the grievance procedure. It shall then be carried through until a solution is reached.

XIII. SCHEDULE OF WAGES

The schedule of wages for employees in the classifications covered by this Agreement shall be in accordance with attached Schedule "A".

XIV. SAVINGS CLAUSE

If any provision of this contract shall be, or become invalid by reason of any applicable Federal or State law, or be held invalid by any court or agency of competent jurisdiction, remaining portions hereof shall not be invalid, but shall continue in full force and effect.

XV. DURATION

This contract shall remain in full force and effect from and after September 27, 1972 and shall continue in full force and effect until June 30, 1974 and thereafter from year to year. Should either party desire to make any changes in this contract,

XV. DURATION (Cont.)

such party shall, not less than thirty (30) days prior to June 30, 1974, serve notice on the other party by registered mail.

ACCEPTED FOR THE BOARD OF
GOVERNORS OF WAYNE STATE
UNIVERSITY

J. Don Marsh

Kenneth M. Smythe

ACCEPTED FOR HOTEL AND RESTAURANT
EMPLOYEES INTERNATIONAL UNION,
LOCAL 705

Myra K. Wolfgang

Margaret Jenkins

DATED: 9/27/72

AMENDED SCHEDULE "A"

LOCAL 705 SCHEDULE OF RATES

<u>Classification</u>	<u>July 1971</u>	<u>July 1972</u>	<u>Jan. 1973</u>	<u>July 1973</u>
Maid	\$ 3.11	\$ 3.30	\$ 3.36	\$ 3.56
Houseman	3.37	3.56	3.62	3.82
Head Houseman	3.49	3.68	3.74	3.94
Assistant Head Maid	3.50	3.69	3.75	3.95
Assistant Housekeeper	3.75	3.94	4.00	4.20

1. The July 1971 rates shall become effective beginning the first full pay period on or after July 1, 1971.
2. The July 1972 rates shall become effective beginning the first full pay period on or after July 1, 1972.
3. The January 1973 rates shall become effective beginning the first full pay period on or after January 11, 1973.
4. The July 1973 rates shall become effective beginning the first full pay period on or after July 1, 1973.
5. Health and Welfare and Pension provisions as specified in Article VII shall become effective beginning the first full pay period on or after July 1, 1971.

FOR THE EMPLOYER

FOR THE UNION

Kenneth M. Smythe

Margaret Jenkins, President

Myra K. Wolfgang
Secretary-Treasurer

Feb. 22, 1973

Date