

6-30-74

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AGREEMENT

Between

WAYNE STATE UNIVERSITY

And

OPERATING ENGINEERS LOCAL 547

1971-74

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

Wayne State Univ.

OPERATING ENGINEERS AGREEMENT

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OPERATING ENGINEERS AGREEMENT

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AGREEMENT

This Agreement is entered into by and between WAYNE STATE UNIVERSITY (hereinafter called the "Employer"), and the International Union of Operating Engineers, Local 547, affiliated with the AFL-CIO (hereinafter called the "Union").

I. GENERAL PURPOSE OF AGREEMENT

The intent and purpose of this Agreement is to preserve and promote harmonious relationship and cooperation between the Employer and the Union.

II. RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agency governing wages, hours, and working conditions for the operating engineers, boiler operators, refrigeration operators and firemen and apprentices employed by the Employer excluding all other employees, supervisors and Student Assistants.

III. UNION SECURITY

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

III. UNION SECURITY (Cont.)

A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the tenth (10th) day after the thirtieth (30th) day following such effective date.

C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.

D. An employee who shall tender an initiation fee--(if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

E. Employees shall be deemed to be members of the Union within the meaning of this section if they are not

III. UNION SECURITY (Cont.)

more than sixty (60) days in arrears in payment of membership dues.

F. The Employer shall be notified in writing, by the Union, of any member who is sixty (60) days in arrears in payment of membership dues.

IV. CHECK-OFF

A. The Employer shall deduct from the wages of employees covered by this Agreement and remit to the Union, on or before the 15th 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 Employer proper written authority to do so.

B. Such dues, as and when deducted, shall not be kept separate from the Employer's general funds, shall be deemed trust funds, and shall be forwarded to the Union forthwith.

V. NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practice 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, creed, color, religion, national origin, age, or sex.

VI. MANAGEMENT RIGHTS

A. The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote employees for just cause subject, however, to the employee's right to bring a grievance if any provision of the Agreement is violated by the exercise of such management function. All rights, powers and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer, except that the provisions of Article XXI below shall not be reduced or derogated from as a result of this reservation.

B. The Union agrees that there shall be no solicitation of Union membership during working hours on the Employer's time or at the Employer's expense.

C. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees covered by this Agreement and realizes that in order to provide good working conditions and fair equitable wages, the Employer must operate efficiently. The Union agrees that it will cooperate with the Employer to secure a fair day's work on the part of its members.

VII. STRIKES

The Union recognizes that strikes by public employees are prohibited by Act 336, Public Acts of 1947, as amended by Act

VII. STRIKES (Cont.)

379, Public Acts of 1965, and agrees that it will comply with said Act as well as all other Federal, State and local laws affecting this Agreement.

VIII. REPRESENTATION

A. Employees covered by this Agreement may be represented by the Steward and designated assistant Stewards whose identity shall be made known to the University.

B. The Steward, during working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with the supervisor. This privilege shall not be abused.

C. Any new employee shall be made known to the Steward upon starting to work to be added to the Steward's record.

IX. GRIEVANCE PROCEDURE

A. Should differences arise between the University and the Union during the term of this Agreement, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to:

1. The time elements in the steps can be shortened or extended by mutual agreement.

2. Working days shall be those days the Supervisor is available to receive the grievance.

IX. GRIEVANCE PROCEDURE (Cont.)

B. A Union grievance is a difference between the Employer and the Union concerning (1) working conditions or (2) the interpretation or application of any provision of this Agreement and may be processed directly to Step 2 of the Grievance Procedure.

C. Any employee grievance is a difference between the Employer and any employee concerning the interpretation or application of any provision of this Agreement.

D. Any employee grievance or Union grievance not presented for disposition through the grievance procedure in five (5) working days of the occurrence of the condition giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the employee became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employer, or for the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

E. A grievance concerning alleged safety hazards may be processed directly to Step 4.

F. Grievance Steps

Step 1. An employee having a grievance shall present it orally to his Supervisor. In the event the employee

IX. GRIEVANCE PROCEDURE (Cont.)

desires that his Steward be present, he shall make his request through the Shift Supervisor, and the Shift Supervisor shall send for the Steward.

Step 2. In the event the grievance is not settled orally by the Shift Supervisor, the employee shall submit the grievance in writing, to the Chief Engineer within three (3) working days from the oral presentation on forms (at least three (3) copies) provided by the Employer. The employee and the Steward shall sign the grievance. The grievance must indicate (1) a statement relating the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The Chief Engineer shall give his decision, in writing, within three (3) working days. If the subject grievance is not appealed within three (3) working days from the date of the Chief Engineer's decision, Management's last disposition shall be considered as settlement of the grievance.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the decision may be appealed to the Department Head or his designated representative and a meeting will be promptly arranged with the Union and a written decision rendered within ten (10) days. A written Notice of Appeal must be submitted within three (3) working days from the Chief Engineer's decision in Step 2. The decision rendered by Management in

IX. GRIEVANCE PROCEDURE (Cont.)

Step 3 shall be final and the case shall be considered settled on the basis of the Employer's decision unless notice of intent to appeal to the Personnel Director or his designated representative is filed in writing within five (5) working days after Management has rendered its decision in Step 3.

Step 4. If the grievance is not satisfactorily resolved at Step 3, the decision may be appealed to the Personnel Director or his designated representative and a meeting will be promptly arranged within three (3) working days from receipt of appeal of the Department Head's decision in Step 3. A written decision shall be rendered within ten (10) working days after the meeting. The decision rendered by Management in Step 4 shall be final and the case shall be considered settled on the basis of the Employer's decision unless notice of intent to appeal to the Executive Vice President of the University or his designated representative is filed in writing within five (5) working days after Management has rendered its decision in Step 4.

Step 5. If the grievance is not resolved at Step 4, it shall be presented to the Executive Vice President or his designated representative within five (5) working days after receipt of the Step 4 disposition. The Executive Vice President or his representative will give a written disposition to the Union within fifteen (15) calendar days from receipt of the appeal.

IX. GRIEVANCE PROCEDURE (Cont.)

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 through the last step of the grievance procedure may be submitted to arbitration by either party in strict accordance with the following:

1. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, 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 names from the panel. The party requesting arbitration shall strike the first name: the other party will then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

2. The arbitrator shall be empowered to rule on all disputes pertaining to the interpretation or application of this Agreement, provided however, that he shall have no power to add to, subtract from, nor modify any terms of this Agreement nor any other Agreement made supplementary hereto.

3. Any case appealed to the impartial arbitrator on which he has no power to rule shall be turned back to the parties without decision.

IX. GRIEVANCE PROCEDURE (Cont.)

4. The decision and findings which must be reached within thirty (30) calendar days after the arbitration hearing has convened shall be final and binding upon the parties hereto, and there shall be no strike, slowdown, curtailment or interruption of operation, or lockout as a result of such decision.

5. The cost of the impartial arbitrator will be borne equally by the University and the Union.

X. DISCIPLINE DISCHARGE

When the Employer feels disciplinary action is warranted, such action must be taken within five (5) working days of the date it is reasonable to assume that the Employer became aware of the conditions giving rise to the discipline.

Any employee who is discharged or disciplined shall be given written notice specifying the reason for discharge or discipline. The Union shall be furnished a copy of all such notices.

Employees shall be subject to immediate dismissal for just cause. Examples of just causes, although not an exclusive list, are: drunkenness, dishonesty, insubordination or willful violation of agreed upon Employer rules.

XI. LEAVE OF ABSENCE POLICY

Employees covered by this Agreement shall be subject to all provisions of the Nonacademic Policies and Procedures Manual as revised July 11, 1968 governing leave of absence.

A. Illness Leave

Leave for health reasons will be granted for periods up to one year. The employee may return to his position, or a similar one, upon approval of the University Health Service. If an illness or disability is deemed serious enough to interfere seriously with the employee's work, the University may initiate a mandatory sick leave to cover the period of illness or disability.

B. Military Leave

Leave for military service is granted with full re-employment rights specified by law.

C. Leave for Union Business

Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive leaves of absence for periods not to exceed one (1) year (subject to review and renewal) or the term of office, whichever may be shorter and upon their return shall be re-employed with accumulated seniority.

A member of the Union selected to attend or serve on committees beneficial to University business may be

XI. LEAVE OF ABSENCE POLICY (Cont.)

allowed casual time off without loss of time or pay upon written request and which approval shall not be unreasonably withheld.

One member of the Union elected to attend a county, state or national convention may with prior approval be allowed time off without loss of time or pay to attend such conventions.

XII. WORKING HOURS AND OVERTIME

A. Regular Work Week: The regular payroll week shall begin at 7:00 a.m. on Thursday and extend for 168 hours. It shall consist of five (5) regularly scheduled eight-hour work periods on as many work days. The two (2) remaining days in the payroll work week shall be known as "off days" and shall within the limits of reasonable operating procedure, be scheduled consecutively. The first scheduled "off day" within the payroll work week shall be designated as the sixth and the second scheduled "off day" within the payroll week shall be designated as the "seventh day." In the event the payroll period is changed to a day other than Thursday so that an employee is required to put in more than his five (5) days within that period, then he will receive his proper rate of overtime pay.

B. Work Day: The work day shall begin at 7:00 a.m. and extend to 7:00 a.m.

XII. WORKING HOURS AND OVERTIME (Cont.)

C. Shift Premium: Employees who work on afternoon shifts shall be paid a ten (10) cent per hour premium pay and those working night shifts shall be paid a fifteen (15) cent per hour premium. Employees working a relief schedule shall be paid fifteen (15) cents per hour premium, for all hours worked.

D. Overtime: Time and one-half (one-hundred and fifty (150) percent) of the hourly rate will be paid for hourly rated employees as follows:

1. All hours worked over eight (8) in one work day except if such time is worked on a seventh day.

2. All hours worked over forty (40) in one work week except if such time is worked on a seventh day.

3. All hours worked on shifts starting within eight (8) hours of the quitting time of an employee's previous shift, except those hours worked on the seventh day.

Double time (two-hundred (200) percent) of the hourly rate will be paid for hourly rate employees as follows:

1. All hours worked on a seventh day.

E. Regular overtime: No employee shall have his regular previously scheduled shift or days off changed for the purpose of avoiding proper overtime payment.

XIII. SENIORITY, LAYOFF AND RECALL, TRANSFERS
AND PROMOTIONS

A. Seniority: The Steward shall have top seniority for purpose of bidding on open shift only.

In the event of being relieved or replaced as Steward, the Steward shall be allowed to bump back to any position within his classification and proper seniority status.

In the event a job is eliminated for any reason, the man or men involved in the cutback shall have the right to displace persons with less seniority in their classification.

B. Layoff and Recall: Should a layoff be necessary of a seniority employee from position in a classification covered by this Agreement, the employee with the least seniority in the classification shall be laid off or have the right to displace the least senior employee having less seniority in a lower classification in the same series covered by this Agreement.

An employee, demoted, due to a layoff to a lower classification not previously held, shall be given seniority credit in the lower classification for his seniority accumulated in his higher classification.

C. Transfer and Promotions: Transfers within a classification shall be made on the basis of seniority within the classification. All requests for transfers shall be honored before promotions are made. Promotions shall be made on the basis

XIII. SENIORITY, LAYOFF AND RECALL, TRANSFERS
AND PROMOTIONS (Cont.)

of seniority and qualifications within the classifications. During the term of this Agreement, any change in present qualifications for promotion shall be mutually agreed upon.

1. Requests for transfer shall be made on forms provided by the University.

2. The employee with the highest seniority within classification, requesting a transfer, shall be transferred automatically to the open position of his highest preference. (Note: Duplicate copy of transfer request must be filed with the Union.)

3. All vacancies shall be filled in the above manner, until all vacancies are filled. All transfers shall be filled within thirty (30) days of the date of vacancy. (Note: There shall be no transfers acted upon during the prime vacation, twelve (12) week period - June to September.)

4. Notice of all newly created positions in existing classifications shall be posted on employees' bulletin boards within fifteen (15) days of the opening; and the employees shall be given fifteen (15) days time in which to make application to fill the new position. The senior employee within that classification who makes application shall be transferred to fill the new position. Newly created positions are to be

XIII. SENIORITY, LAYOFF AND RECALL, TRANSFERS
AND PROMOTIONS (Cont.)

posted in the following manner: the place of work, the hours to be worked, and the classification. (Note: Promotions shall be made whenever a vacancy occurs or a new position is created. This shall apply at all times. Prime vacation period, June to September, is no exception.)

5. The University shall establish a registration list so that Operating Engineers can register their acquisition of a new license.

When a promotion is available the Employer shall give the engineer with the oldest registration date priority for such promotion. If no engineer has registered his license so as to qualify for said promotion, the Employer may make a commitment to hire from outside the bargaining unit. Once a commitment to hire has been made subsequent registration of a license shall not void said commitment.

XIV. DISTRIBUTION OF OVERTIME

If a man is on vacation or sick, he must work one full shift before being eligible to work overtime. Each building complex will have its own overtime list. When a man refuses overtime for a valid reason he shall go to the bottom of the list, just as if he had worked. If a man cannot be contacted his position on the list stays the same. If no one in the building wants to

XIV. DISTRIBUTION OF OVERTIME (Cont.)

work or cannot be reached, the overtime then goes to the campus relief man "at overtime rate" and if he can't work it, then to paired buildings by list and then to anyone with an Engineer's license. Overtime not to be filled till shift previous. Overtime of four (4) hours or more anywhere is considered an overtime day on the list. Minimum call time is four (4) hours at the proper overtime rate. The man working overtime or the relief man will do the necessary sick man's work schedule. Funerals, jury duty and excused absence without pay are covered by campus relief man or paid overtime. Every reasonable effort will be made to insure that proper overtime assignments are made.

XV. HOLIDAYS

A. University holidays shall be the actual declared holiday and shall be celebrated on that day.

Independence Day	Memorial Day
Labor Day	Thanksgiving and the day after
Christmas	New Year Day
Two (2) days as designated by the President of the University.	

B. In the event a major building is kept open for public occupancy on a holiday, such building will be covered with an Engineer provided it is covered solely by an Engineer on a regular work day.

XV. HOLIDAYS (Cont.)

C. A Fireman assigned to work holiday coverage shall have a vehicle made available to him provided a vehicle is available.

XVI. WORK DUTIES AND STAFFING

A. The employee shall refer to the Engineering Work Survey Books in each building. Additions, deletions or corrections are to be discussed with Management and the Union. Persons performing work and who are not regularly assigned to the building shall not detract hours from the engineering schedule, i.e. firemen, trades, etc.

Work schedule, duty coverage and hours of work shall be posted before instituting a new job.

B. The parties agree that it is their purpose and intent to adequately staff and properly assign work duties to the Engineering Personnel thereby assuring proper, sound and safe operation and maintenance of the Employer's equipment and buildings.

With the foregoing statement as a basis upon which to act, it is hereby agreed that a Committee composed of no less than one representative from the Employer and one representative from the Union shall be appointed to review, evaluate and recommend proper staffing in all existing and future new buildings as they are made ready for operation.

XVI. WORK DUTIES AND STAFFING (Cont.)

It is understood that this is an advisory committee and does not commit the University to a certain staffing level.

XVII. VACATIONS

<u>Length of Service</u>	<u>Allowance</u>	<u>Maximum Accrual</u>
0 thru 4 years	1 day per month	24 days
5 thru 10 years	1-1/4 days per month	30 days
11 thru 15 years	1-1/2 days per month	36 days
16 or more years	1-5/6 days per month	44 days

Upon two (2) weeks written notice, extended vacations are allowed throughout the entire year, provided proper relief can be attained. Summer vacation will be divided into four (4) periods of three (3) weeks each, from June to September. Periods to be posted by March 15 and all requests must be turned in by April 15.

Choice of vacation will be governed by:

1. Campus seniority
2. One (1) man per building group (unless working separate shift)
3. One (1) man per shift with paired building
4. Available coverage

Paired buildings or campus relief man will double cover shifts on vacation. The Engineer assigned to cover vacations will perform only the normal operational duties such as

XVII. VACATIONS (Cont.)

checking of equipment and trouble calls. Emergency breakdowns, requiring a possible extended time to repair, shall be handled by calling in additional help or holding over on an O.T. basis.

It will be the assigned duties of the Fireman to perform such work as cleaning grease traps, incinerators, etc. while the double cover exists in a building.

Vacations of less than five (5) days are allowed provided coverage is available and a written request is submitted to the supervisor. Release for such vacation time shall not be unreasonably withheld.

XVIII. SICK LEAVE, FUNERAL LEAVE, JURY DUTY, AND RETIREMENT

All of the above benefits shall continue as described in the Nonacademic Policies and Procedures Manual as revised July 11, 1968.

A. Absence-With-Pay Bank

Absences for illness, emergencies and certain special situations are charged to the Absence-With-Pay Bank.

Days for this bank are accumulated as follows:

12 days for each fiscal year, pro-rated for new employees depending on the date of initial assignment.

XVIII. SICK LEAVE, FUNERAL LEAVE, JURY DUTY, AND
RETIREMENT (Cont.)

5 days each fiscal year, beginning after one full fiscal year (July 1 - June 30) of service. This bank is cumulative to a total of 200 days.

After completion of five (5) years of continuous service, upon separation from the Employer's service for reasons other than retirement, the Employer shall pay the employee one-quarter (1/4) of his accumulated sick leave up to a maximum of pay for fifteen (15) days providing that the employee has given the Employer one (1) week's notice of intent to separate.

The following absences are chargeable to the Absence-With-Pay Bank:

- Personal illness or injury
- Quarantine
- The death of a member of the immediate family (up to five (5) consecutive working days)
- Emergency care of a member in the immediate family (up to two (2) consecutive working days)
- Attendance at the funeral of a friend, or a relative not in the immediate family (up to one (1) working day)

XVIII. SICK LEAVE, FUNERAL LEAVE, JURY DUTY, AND RETIREMENT (Cont.)

- An emergency medical or dental appointment

- Two (2) days each fiscal year for any purpose

(a) New employees must have worked at least nine (9) months in order to be eligible for this day off with pay

(b) This day is not cumulative

Absences for any purpose other than those listed above must be charged to vacation or personal business.

B. Jury Duty

Employees called to serve may charge the time to vacation, with no loss of compensation, or request that the University pay the difference between juror's pay and University salary, with no loss of vacation time.

C. Retirement

1. An employee who had been employed for two (2) full years by Wayne State University and is thirty (30) years of age shall be eligible for voluntary participation in the retirement program established with Teachers Insurance and Annuity Association and the College Retirement Equities Fund (TIAA/CREF).

2. The employee shall contribute five (5%) percent of his regular salary and Wayne State University shall

XVIII. SICK LEAVE, FUNERAL LEAVE, JURY DUTY, AND
RETIREMENT (Cont.)

contribute seven and one half (7½%) percent of his regular salary to an account in the employee's name established with TIAA/CREF.

3. The employee may also deposit additional money with TIAA/CREF.

4. Upon termination of employment prior to retirement an employee having less than five (5) years of contribution to TIAA/CREF or who has less than Two Thousand (\$2,000.00) Dollars on deposit shall be entitled to a full refund of the employee's contribution.

5. The retirement right of employees who had been employed by Wayne State University prior to July 1, 1958, and who have elected to remain under the Detroit School Employees Retirement System (DSERS) shall continue and shall be governed by the provisions of the Resolution of the Board of Governors adopted on February 17, 1966 (Proceedings, pps. 1242-1244).

XIX. HOSPITAL INSURANCE AND GROUP LIFE

A. Hospitalization insurance is available to employees through contracts and agreements executed by the Employer with Massachusetts Mutual Life Insurance Company and Community Health Association (CHA). An employee may maintain coverage under either one of the plans but not both. The Employer shall provide a subsidy of payment of full cost for the employee's

XIX. HOSPITAL INSURANCE AND GROUP LIFE (Cont.)

insurance and one-half (1/2) of the cost of insurance for his dependents based upon the cost of Massachusetts Mutual major medical insurance rates. An employee wishing coverage under one of the plans must file application within the first month of employment. In the event the employee fails to apply within the first month, he will be required to submit evidence of insurability if coverage is requested under the Massachusetts Mutual plan or wait until the next enrollment period for coverage under the Community Health Association (CHA) plan.

B. All employees in full time positions shall be covered by the Employer for Five Thousand (\$5,000.00) Dollars of life insurance during the period of employment and for Two Thousand Five Hundred (\$2,500.00) Dollars after retirement, the full cost of which shall be paid by the Employer.

Additional amounts of supplemental life insurance may be purchased at subsidized and graduated rates by election of Option #2 or #3 below.

All eligible employees shall be entitled to elect one of the following:

- | | |
|-----------|---|
| Option #1 | \$5,000 non-contributory insurance only |
| Option #2 | \$5,000 non-contributory insurance plus supplemental insurance equal to one times annual salary |
| Option #3 | \$5,000 non-contributory insurance plus supplemental insurance equal to two times annual salary |

XX. JOB AUTHORITY RELATIONSHIP

In recognition of the need for continuity of service and safety of students, staff, and the public, it is understood and agreed that operation of all physical plant equipment, including but not limited to all steam, water, air and electrical lines leading to and from the various heating, ventilating, air conditioning, and equipment rooms and their associated and related equipment (fans, motors, pumps, compressors, water heaters, switches, valves, coils, condensers, etc.) are the direct responsibility of the Engineer. It is recognized that this language operates only as a guide and does not limit future job assignments which fall within appropriate job responsibility.

As such, it is further understood and agreed that any work performed in buildings presently staffed by operating engineers on the aforesaid lines and related equipment shall be correlated with the Engineer and if necessary cleared through proper lines of supervision.

XXI. WAGES, HOURS AND WORKING CONDITIONS

Current hours, working conditions and policies of the Employer with respect to the employees covered by this Agreement shall remain in full force and effect. Wages shall be in accordance with the attached Appendix "A".

XXII. TERMINATION AND CHANGE

This Agreement shall remain in full force and effect from the date of signing until June 30, 1974, and thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, at least ninety (90) days prior to any anniversary date of this Agreement. Such written notice shall be sent by registered or certified mail to the other party. However, the Union may reopen negotiations as of June 30, of any year, for the purpose of reviewing any economic changes by giving the Employer ninety (90) days written notice prior to said date.

XXIII. SAVINGS CLAUSE

If any provision of this Agreement shall be found to be contrary to Federal or State law that portion only shall be deemed null and void and such a determination shall not affect any other portion of this Agreement.

WAYNE STATE UNIVERSITY

Approved by Kenneth M. Smythe

J. Thomas Priemer

Date 5 October 1972

OPERATING ENGINEERS

Approved By Robert B. Ross

Date _____

APPENDIX A

Effective First Full Pay Period After December 11, 1971 and Subsequent
First Full Pay Periods:

	<u>12/11/71</u>	<u>7/1/72</u>	<u>1/1/73</u>	<u>7/1/73</u>	<u>1/1/74</u>
1st Class	\$ 7.05	\$ 7.30	\$ 7.40	\$ 7.65	\$ 7.75
2nd Class	5.99	6.21	6.30	6.53	6.62
3rd Class	5.48	5.69	5.77	5.98	6.06
Fireman A w/o License	4.69	4.88	4.95	5.14	5.22
Fireman B	4.99	5.18	5.25	5.44	5.52

Robert B. Ross
for Local 547, Operating
Engineers

Kenneth M. Smythe
For Wayne State University

Dated: 10/5/72, 1972

APPENDIX B

September 10, 1969

Mr. Robert Ross
Operating Engineers Local 547
944 W. Seven Mile Road
Detroit, Michigan 48203

Re: Operating Engineers Agreement

Dear Mr. Ross:

This letter shall indicate the understanding between the University and the Operating Engineers Local 547 and shall constitute an addendum to the contract effective July 1, 1969.

Article XIII shall be controlled by the following language:

Any man promoted from Operating Engineer to Shift Supervisor shall continue to accumulate seniority as an Operating Engineer.

In the event of layoff, demotion or cutback, a Shift Supervisor who was previously in the Operating Engineers unit will be allowed to displace the Employee having the least seniority in the Operating Engineer classification.

Article XIII C5 shall be controlled by the following language:

A day man whose bid is accepted for a newly created position will be held in that position for a minimum of twelve (12) months from date of assignment.

Very truly yours,

Kenneth M. Smythe
Assistant University Attorney

APPENDIX C

September 12, 1969

Mr. Robert Ross
Operating Engineers Local 547
944 W. Seven Mile Road
Detroit, Michigan 48230

Re: Operating Engineers Agreement

Dear Mr. Ross:

This letter shall constitute an addendum to the contract negotiated between the University and the Operating Engineers Local 547, effective July 1, 1969.

Operating Engineers for whom the University makes a contribution to the Union's pension plan shall have their present contribution increased to 7.5% of their annual rate.

The employees covered by this Agreement are Messrs. Pollack, Hawley, Ritchey, and Dabliz. Mr. James Barker shall be transferred to the University's retirement program.

Very truly yours,

Kenneth M. Smythe
Assistant University Attorney

APPENDIX D

July 5, 1972

Mr. Robert Ross
Operating Engineers
Local 547
13020 Puritan
Detroit, Michigan 48227

Dear Mr. Ross:

As you know, during our current negotiations we have been unable to completely resolve the problem of adequate coverage of buildings on holidays.

This letter will assure you that the University will continue to attempt adequate holiday coverage within the limits of staff availability and financial resources.

Sincerely,

Kenneth M. Smythe
University Attorney

KMS:dr