

9/12/72 - 6/30/77

~~Wayne State Univ.~~  
Wayne State Univ.

AGREEMENT

Between

WAYNE STATE UNIVERSITY

And

DETROIT BUILDING AND  
CONSTRUCTION TRADES COUNCIL

1972-74

State of Michigan  
Employment Relations Commission  
Mediation Division  
603 Department of Labor Building  
7310 Woodward Avenue  
Detroit, MI 48202

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

BUILDING TRADES AGREEMENT

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A G R E E M E N T

This Agreement, effective *Sept. 12, 1972*, by and between Wayne State University (hereinafter referred to as "Wayne State") and the Detroit Building Trades Council (hereinafter referred to as the "Council") on behalf of its affiliated Local Unions (hereinafter referred to as the "Union").

WITNESSES:

I. RECOGNITION

Wayne State recognizes the Council as the sole and exclusive bargaining representative for all building tradesmen employed by Wayne State, all of whom are hereinafter referred to as "employees".

II. UNION SECURITY

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

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

II. UNION SECURITY (Continued)

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 article.

E. Employees shall be deemed to be members of the Union within the meaning of this article if they are not more than sixty (60) days in arrears in payment of membership dues.

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

### III. STEWARDS

A. There shall be a Steward selected by each Craft Union who will be on the job or shop at all times when employees of his craft are working.

B. The Steward shall be permitted a reasonable time to perform the usual duties of a Steward but shall not receive any extra pay from the University because of the performance of such duties. The Steward shall, to the extent possible, perform his duties as Steward without interference with his own job functions or the job functions of other employees. The Steward shall not leave his job to conduct his duties as Steward without first securing the permission of his foreman.

C. The Steward shall act as safety man for employees of his craft.

D. Any new employee shall be referred to the Steward before starting to work to be added to the Steward's Report.

E. Before any employee is to be laid off or discharged, the Steward shall be notified one working day prior to such lay-off or discharge. If, however, summary suspension or discharge is justified in unusual circumstances, Wayne State may exercise such right of suspension or discharge but shall be subject to the grievance procedure to determine if the suspension or discharge was justified.

IV. LABOR RELATIONS COMMITTEE/GRIEVANCE PROCEDURE

A. The representatives of Wayne State and two representatives of the Council shall meet upon request of either party for the purpose of discussing Wayne State policies and problems in regard to this Agreement.

B. Should differences arise between the University and the Building Trades Council under the terms of this Agreement, an earnest effort shall be made to resolve such differences promptly and the following procedure shall be adhered to:

1. In the event of any grievance under the terms of this collective bargaining Agreement, the employee shall, within five (5) working days of the occurrence of said grievance, first engage in informal discussions with his immediate superior (General Foreman) and/or the Maintenance Superintendent in an attempt to resolve said grievance.

2. If the grievance is not resolved in the manner set forth above, the Building Trades Council representative shall submit the employee grievance to the Director of Building Services or his designated representative in writing within five (5) working days after the informal discussions referred to in Step one above. The Director shall answer the grievance in writing within (5) working days of receipt of the grievance, or of a meeting if requested.

3. If the grievance is not resolved in the manner set forth above, the Building Trades Council representative shall submit the appeal in writing within five (5) working days

IV. LABOR RELATIONS COMMITTEE/GRIEVANCE PROCEDURE (Cont.)

of the Step 2 disposition to the Executive Vice President or his designated representative. A conference committee composed of Wayne State representatives selected by Wayne State and Council representatives selected by the Council shall attempt to resolve the problem and reach an agreement.

4. In the event the parties are unable to settle their differences as provided in Step 3 hereof, either party may within fifteen (15) days request arbitration of such differences of the American Arbitration Association and expenses thereof shall be borne equally by both parties. Arbitration shall be under the rules of the American Arbitration Association, and the decision of the arbitrator shall be final and binding on both parties.

5. A grievance filed by the Council on behalf of an entire craft or a larger group may, at the option of the party filing the grievance, begin at Step 2. A grievance over a suspension, disciplinary layoff, or a discharge, shall begin at Step 3, and said grievance must be filed within three (3) working days of its occurrence.

V. INFORMATION

Wayne State shall make available to the Council, upon request, any and all available information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

VI. SENIORITY

A. Seniority is defined as the length of an employee's service as per craft with Wayne State.

VI. SENIORITY (Continued)

B. Newly hired employees shall have no seniority for the first ninety (90) calendar days of their employment. If an employee continues beyond ninety calendar days his seniority shall date back to his date of hire. In the event two or more employees have the same seniority date, seniority shall be determined by the time card if it is available.

C. Wayne State shall have no obligation to re-employ an employee if he is laid off before the ninety (90) calendar days and an employee so laid off shall begin his ninety (90) day period anew if he is rehired by Wayne State after six (6) months have elapsed.

D. If an employee on the seniority list is laid off for a twenty-four month period he will be rehired as a new employee.

E. No seniority employee shall suffer a reduced work week to enable Wayne State to continue the employment of a nonseniority employee.

VII. WAGES, OVERTIME, FRINGE BENEFITS

A. The hourly rate for employees covered under this Agreement shall be the recognized prevailing outside rate of pay including overtime, in each tradesman's classification, including foremen, as negotiated for their craft with the



VII. WAGES, OVERTIME, FRINGE BENEFITS (Continued)

construction contractors of this area. These rates shall become effective the first full pay period beginning on or after July 1 of each year. An hourly rate which becomes effective on the outside between May 1 and June 30 will not become effective at the University until the following July. An hourly rate effective prior to May 1 shall become effective at the University on the same date it is effective on the outside.

B. The University will place into effect fringe benefit increases on the date applicable to the individual trade (i.e., if the fringe benefit increase is effective April 1, the University will place it into effect April 1 and payment of the fringe benefit will be made at the outside prevailing rate even though the University may not at that time be paying such rate). The University will not be liable for any penalties assessed for failure to pay the appropriate rate to any union fund which may have accrued during the negotiations of this Agreement.

C. Current employees who have time in the sick leave bank as of the effective date of this Agreement shall be permitted to use such time in accordance with established Wayne State Procedures for such use. Building trades personnel who have an unused sick bank may, when absent due to workmen's

VII. WAGES, OVERTIME, FRINGE BENEFITS (Continued)

compensation injury or illness only utilize the sick bank as follows:

1. The absence may be charged against the sick bank as well as against workmen's compensation, and payment for the sick day will be made by the University reducing the sick bank accordingly. In no case will such payment exceed the amount of money the employee would have earned if he had worked, excluding overtime.

2. The employee under such conditions may elect to receive only the workmen's compensation payment with no charge and no payment being made against the sick bank.

3. If the employee, under such circumstances, makes no election, the University will charge the sick bank and make the payments so that there will be uniformity of handling.

4. If the employee wishes not to receive the sick pay in addition to workmen's compensation, he shall notify the Personnel Office in writing within five (5) working days of his first day of illness so that this option may be made effective as indicated by the employee.

D. Current employees covered by Teachers Insurance and Annuity Association/College Retirement Equities Fund (TIAA/CREF) who are currently covered by Wayne State's long-

VII. WAGES, OVERTIME, FRINGE BENEFITS (Continued)

term disability income program shall have the right to continue such coverage providing that they pay the full cost of the coverage.

E. The fringe benefits are to be sent to the proper depository defined in the negotiated construction agreement of the various crafts.

F. In accordance with Act No. 231, Public Acts of 1971, approved by the Governor January 3, 1972, Wayne State University became a covered employer under the Michigan Employment Security Act effective January 1, 1972.

G. Employees are to receive their pay by check or cash at a regular time and place for such payment.

VIII. RETIREMENT

Employees who elected to remain in the Wayne State University retirement program with a University contribution of 7½% shall remain in that program and shall be subject to the policies and procedures used to administer such program. All other employees will be covered by the retirement plan of their own union.

IX. VACATION

Vacations shall be handled in the same manner as those of other employees of construction contractors in the area.

X. CAR ALLOWANCE AND MILEAGE

A. If an employee is requested, in writing by Wayne State to carry Wayne State tools or materials in his own car, such employees shall be paid Four (\$4.00) Dollars per day car allowance plus mileage of Twelve (12¢) Cents per mile. All other travel shall be paid in accordance with University policy. Claims for such allowance must be presented within forty-five (45) days from the date the materials were carried.

B. The payment of the car allowance and mileage will be made no later than the fifteenth (15th) of the month following the month claim for said expenses was presented.

XI. TOOLS

All power tools are to be furnished by Wayne State for an employee's use. If an employee's power tools are used it shall be considered a violation of this Agreement.

XII. JURY DUTY

Wayne State agrees to pay the employee the difference between his regular daily wage and fees received by him for loss of time incurred when such employee is called for jury duty or subpoenaed as a witness by City, State, or Federal courts.

XIII. MANAGEMENT RIGHTS

A. Wayne State 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 granted to the Union by the provisions of this Agreement are expressly reserved to Wayne State.

B. The Union agrees that there shall be no solicitation of Union membership at a time which will interfere with an employee's work.

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 and equitable wages, Wayne State must operate efficiently. The Union therefore agrees that it will cooperate with Wayne State to assure a fair day's work on the part of its members.

XIV. STRIKES

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

XIV. STRIKES (Continued)

Act 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.

XV. NON-DISCRIMINATION

The Union agrees that it will not discriminate against any member or applicant for membership because of his race, age, sex, color, religion, national origin or ancestry. Breach of this Article may be regarded as a material breach of this Agreement.

XVI. CHANGE AND TERMINATION

This Agreement shall remain in full force and effect 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 of its desire to change in any way or terminate this Agreement. Such written notice shall be sent by registered or certified mail to the other parties.

XVII. SAVINGS CLAUSE

If any provision of this Agreement shall be found to be contrary to Federal or State law that portion only shall be

XVII. SAVINGS CLAUSE (Continued)

deemed null and void and such a determination shall not affect any other portion of this Agreement.

DETROIT BUILDING TRADES COUNCIL

By *William J. Gandy*  
By \_\_\_\_\_  
By \_\_\_\_\_

Dated *9/12/72*

WAYNE STATE UNIVERSITY

By *J. Don Marsh*  
By *Robert A. Smith*  
By *J. Thomas Hoover*  
*George J. Morrison*  
*J. Collins*