

**Agreement between  
MICHIGAN STATE UNIVERSITY**



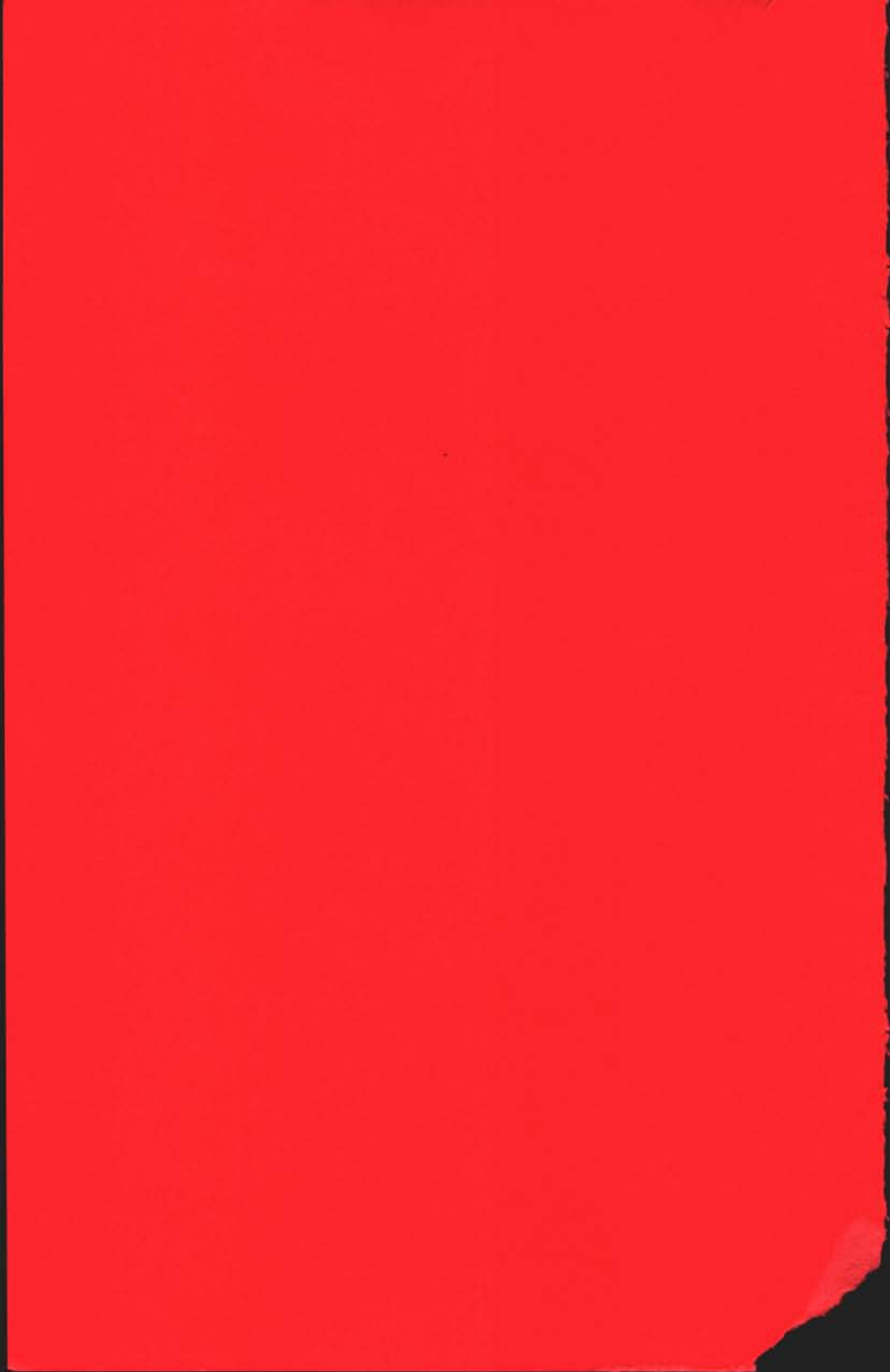
**and  
Michigan State University  
International Alliance Of  
Theatrical Stage Employees  
Moving Picture Technicians,  
Artist And Allied Crafts Of  
The United States, Its Territories and Canada**



**Affiliated with the AFL-CIO and the Canadian Labour Congress**

**September 1, 2006 - August 31, 2010**

**MSU is an affirmative-action, equal-opportunity employer.**



COLLECTIVE BARGAINING AGREEMENT

Between

MICHIGAN STATE UNIVERSITY

and

IATSE & MPMO, Local 274

of the

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE  
TECHNICIANS, ARTIST AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES  
AND CANADA

September 1, 2006 - August 31, 2010

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ARTICLE 1

AGREEMENT

- 1 THIS AGREEMENT is made this 10 day of October, 2006, through the 31st day of August, 2010, by and between Michigan State University (hereinafter referred to as the "Employer") of East Lansing, State of Michigan, and Lansing, Michigan Local No. 274 of International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, its Territories and Canada. (hereinafter referred to as the "Union").

ARTICLE 2

RECOGNITION

- 2 The University recognizes IATSE Local 274 as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of employment, and other conditions of employment for employees as defined in Article 6, Sections A, B, and C and Article 9 (Recruitment and Selection), paragraph 57.
- 3 This Agreement shall apply to and cover stage employees, moving picture machine operators employed by the Employer in the city of East Lansing, Michigan. Such stage employees, moving picture machine operators shall, unless otherwise specifically designated, be referred to hereinafter as "employees." This Agreement shall apply to and cover regular full-time and regular part-time stagehand employees of Michigan State University, but exclude the Director of Performing Arts, Facilities and Programs; the Director of Breslin Student Events Center; and their designees; all other Michigan State University employees and students; and Productions sponsored by Residence Hall Association (RHA) in Residence Halls and Academic Buildings.

ARTICLE 3

RIGHTS OF THE EMPLOYER

- 4 Subject only to the limitations set forth in this Agreement, or in any written supplement to this Agreement, the Employer's right to manage its business shall be unimpaired. These rights shall include, but not be limited to, the right to hire, lay off, promote, suspend or demote, discipline, or discharge for proper cause, to determine the extent to which facilities are operated, including, but not limited to the services to be performed by the employees, and to extend, limit or curtail its operations when it may deem it advisable to do so. The Employer will not use the provision of this Article for the purpose of unlawful discrimination against any member of the Union.

#### ARTICLE 4

##### UNION SECURITY

- 5 All such employees currently members of the Union shall be required, as a condition of continued employment, to remain members of the Union during the term of this Agreement to the extent required by law. All such employees hereafter engaged shall be required, as a condition of continued employment, to become and remain members of the Union on and after the 30<sup>th</sup> day following the beginning of their employment. An employee who fails to become or to remain a member of the Union as herein provided shall be dismissed by the Employer immediately upon demand of the Union. Nothing contained herein shall, however, require the Employer to discharge or in any way to discriminate against any employee who has been denied membership or has had his/her membership in the Union terminated for any reason other than the failure of such employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.
- 6 The Employer agrees not to discriminate against any employee or applicant for employment by reason of membership in the Union or because of anything said or done in furtherance of the Union.
- 7 As the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artist and Allied Crafts of the United States and Canada, AFL-CIO, CLC, nothing in this contract shall ever be construed to interfere with any obligation the Union owes to such International Alliance by reason of a prior obligation nor shall anything in this Collective Bargaining Agreement interfere with any obligation the Employer (the Director of Performing Arts, Facilities and Programs and/or the Director of Jack Breslin Student Events Center) has to Michigan State University. However, these conditions shall in no event be construed so as to conflict with any applicable State or Federal Laws.
- 8 The Employer will not aid, promote or finance any labor group or organization that purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

#### ARTICLE 5

##### UNION DUES

###### **I. Dues/Service Fee**

- 9 The Employer will check off dues or service charges on the basis of individually signed voluntary check-off authorization cards in forms that have been agreed to by the Employer and the Union. Employees may tender membership dues or service charges by signing the proper authorization for check-off form, or may pay the same directly to the Union. Employees may cancel authorizations for checkoff of Union dues or service charges and make such payments directly to the Union.

- 10 The Employer shall have no responsibility for the collection of initiation fees and membership dues, or service charges, or any other assessments that are not in accordance with the Union Security Clause of the Agreement.
- 11 As a condition of employment, each employee of the Bargaining Unit, on or before the 30<sup>th</sup> day after the effective date of this Agreement or on or before the 30<sup>th</sup> day after employment in the Bargaining Unit, whichever is later, and monthly thereafter, and each current employee, shall tender to the Union either periodic and uniformly required Union dues or, in the alternative, service fees based on said dues set forth in the Constitution and Bylaws of IATSE Local 274.

**II. Checkoff**

- 12 The Employer, at the time of hire, rehire, reinstatement or transfer of an employee into the Bargaining Unit, shall apprise the prospective member of these provisions and shall present to her/him an Application for Membership, if necessary, and an Authorization for Checkoff of Dues, such forms to be provided by the Union.
- 13 If the employee desires to join the Union, the employee shall complete the Application for Membership and submit it to the Union.  
  
The employee shall also complete the Authorization Card for Checkoff of Dues and submit it to the Employer, with a copy to the Union.
- 14 If the employee does not desire to join the Union, the employee shall complete only the Authorization card for Checkoff of Dues and submit it to the Employer, with a copy to the Union.
- 15 If the employee desires to tender dues or fees directly to the Union, the employee will so indicate on the Authorization for Checkoff of Dues form, which the employee then shall transmit to the Union on or before the 30<sup>th</sup> day of employment with dues or fees equivalent to 12 months' dues or fees. Adjustment of dues or fees shall be made at the end of 12 months from these receipts. Excess amounts then will be returned to the employee within 10 days of demand and insufficient amounts will require payment within 10 days of notice. Each year will again require deposit of such a sum by the procedure indicated above.
- 16 During the life of this Agreement and in accordance with the terms of the authorization for Checkoff Dues, the Employer agrees to deduct membership dues or service fees levied in accordance with the Constitution and Bylaws of IATSE Local 274, the Union, from the pay of each employee who executes or has executed the authorization for Checkoff of Dues.
- 17 The initial deduction for any employee shall not begin unless the authorization for Checkoff of Dues and the certification of the Union's financial officer the amount of the periodic Union dues or service fees have been delivered to the Employer's Payroll Department at least 15 calendar days before the affected payday.

- 18 Deductions under all properly executed authorizations for checkoff shall become effective at the time such authorizations are tendered to the Employer and shall be deducted from the first (1<sup>st</sup>) pay of the month and biweekly thereafter. All monies deducted by the Employer shall be remitted to the Union's financial officer no less than once each month as soon as possible after first pay of the month in which deductions were made, together with a list of current employees showing the amount of Union dues or service fees deducted from each employee's pay. If Union dues or service fees are not deducted from the employee's pay, the employer shall also indicate the amount of Union dues or service fees which should have been deducted from the employee's pay, but were not.
- 19 In cases where a deduction is made that duplicates a payment already made to Union by an employee, or where a deduction is not in conformity with the Constitution and Bylaws of IATSE Local 274, refunds to the employee shall be made by Union.
- 20 The Employer shall not be liable to the Union by reason of paragraph 16 of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee.
- 21 The Employer shall not, during the life of this Agreement, deduct dues or service fees from employees in this Bargaining Unit for any organization other than the Union without the Union's written permission.
- 22 The Union shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

### **III. Service Fees**

- 23 Any employee in the bargaining unit who does not make application for membership within thirty (30) days from the date of commencement of employment in the bargaining unit shall, as a condition of employment, pay to the Union a Service Fee in an amount not to exceed the dues and initiation fees uniformly required by the Union. The non-member may authorize payroll deduction for such fees in the same manner as provided for Union dues.
- 24 By July 1 of each year or as soon as possible thereafter, the Union shall provide written notice to all non-members of the Service Fee, an explanation of the basis for the Service Fee, and certification that said fee includes only those amounts legally assessed by the Union.
- 25 In the event the non-member shall not pay the Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, upon proper written notice from the Union, deduct the Service Fee from the employee's wages and remit same to the Union pursuant to the conditions described in paragraph 26.



- 26 A. The Union shall notify the employee by certified mail explaining that the employee is delinquent in not tendering Union Service Fees, specifying the amount of the delinquency and warning him/her that unless the delinquent fees are paid within ten (10) working days of such notice or unless arrangements are made with the Union for payroll deduction of Service Fees within ten (10) working days of such notice, the Union shall request that the Office of Employee Relations authorize deduction of Service Fees as provided in this Agreement.
- B. If the Service Fees are not paid or arrangements for payment have not been made with the Union, the Union shall provide a copy of the letter sent to the employee and the following notice to the Office of Employee Relations at the end of the ten day period: The Union certifies that \_\_\_\_\_NAME\_\_\_\_\_ has failed to tender the periodic and uniformly required Union Service Fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that the Office of Employee Relations authorize payroll deduction of such Service Fees in accordance with the terms of this Agreement. The Office of Employee Relations shall notify the Payroll Office and the Union within ten (10) working days that the Union is authorized to receive the delinquent Service Fees from the employees through mandatory payroll deductions effective with the next payroll cycle. The Union shall notify Payroll of the names of the employees, amount of Service Fees owed and times of the deductions.
- 27 Should the provision for payroll deduction of the Service Fee in paragraphs 25 and 26 above be found contrary to law, the parties agree to reinstate procedures for termination of employment for failure to pay Union Service Fees.

Termination of Limitation

- 28 If an employee has tendered directly to the Union her/his membership dues or the service fee, or has a written authorization in effect requiring the deduction of dues or service fee, the employee shall not, under any circumstances, risk the loss of job because of a lack of good standing in the Union. The Union cannot cause the discharge of an employee who has resigned from or has been expelled by the Union for any reason other than her/his failure to tender the dues or service fee to the Union.

Disputes Concerning Compliance

- 29 The Union shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

ARTICLE 6

WAGE RATES, BENEFITS AND CONDITIONS OF EMPLOYMENT

A. Regular Full-time Employees

- 30 Regular full-time employees who are satisfactory to the University, shall be employed in the same manner as other employees situated in the Administrative-Professional Association bargaining unit, to be in charge of and utilized in the operation of the mechanical systems or attendant equipment and such other stage work in designated buildings on campus which shall be assigned to them by the Directors of Performing Arts, Facilities and Programs; and Director of Breslin Student Events Center, or other designated University official(s). Such full-time employees shall be employed in the same manner and subject to existing rules, regulations and benefits of the University relating to its employment of Administrative-Professional Association Personnel except as such benefits are improved herein. Employees classified as regular full-time and part-time will be eligible for special merit pay consideration.

The wage schedule for this Agreement will be prepared following the determination of the percent wage increase for each year, in conformance with the terms of the "Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations,"

Stage Managers - The hiring salary shall be commensurate with the demonstrated skills, background and experience. This is a single rate position and no pay adjustments other than specified in this Agreement shall be contractually required.

B. Regular Part-time Employees

- 31 Regular part-time employees who are satisfactory to the University may be employed and payable in the same manner as other employees are paid, except that the rate of pay for this position shall be at least twenty-five (25) cents per hour more than the rate of pay for on-call personnel, except Forklift Operator and Rigger. Such employees shall perform duties as assigned by the Director or other University designated official(s). Such part-time employees shall be employed in the same manner and subject to existing rules, regulations and benefits of the University relating to its employment of nonacademic, part-time personnel, except as such benefits are improved herein. Such regular part-time employees shall be employed not less than 50% of full-time employment. (40 hours a week).
- 32 The salary of an employee whose position is reclassified to a higher grade level shall be no less than the minimum salary of the higher grade level.

C. On-call Employees

- 33 a. The Employer agrees to pay per hour rate not less than the following schedule of rates for the work performed.

	Effective 9/1/2006	Effective 9/1/2007	Effective 9/1/2008	Effective 9/1/2009
Base Hand Rate .....	\$15.61	\$15.77	\$15.93	\$16.09
House Staff Maintenance Rate	\$17.00	\$17.17	\$17.34	\$17.51
Hair and Makeup				
Department Head	\$25.51	\$25.51	\$25.77	\$26.03
Hair Hand	\$22.18	\$22.18	\$22.40	\$22.62

**Special Skill Premium Rates**

House Staff, Dept. Head, W/O Net, Video and Audio Board Op's (20% premium over Base Hand Rate)	\$18.73	\$18.92	\$19.12	\$19.31
Light Board Op, Forklift And In-Costume (10% premium over Base Hand Rate)	\$17.17	\$17.35	\$17.52	\$17.70
Master Elec., Slide Proj., Flyman (5% premium over Base Hand Rate)	\$16.39	\$16.56	\$16.73	\$16.89

**Rigger Rates**

Wharton Center and Auditorium .....	\$18.64	\$18.83	\$19.02	\$19.21
Breslin Center				
Up .....	\$27.52	\$27.80	\$28.08	\$28.36
Down .....	\$20.88	\$21.09	\$21.30	\$21.51
Munn				
Up .....	\$23.80	\$24.04	\$24.28	\$24.52
Down .....	\$18.05	\$18.23	\$18.41	\$18.59
Jenison				
Up .....	\$30.35	\$30.65	\$30.96	\$31.27
Down .....	\$23.00	\$23.23	\$23.46	\$23.69

**Base Hand Rate:**

For assigned positions as: Carpenter, Electrician, Followspot Operator, Assistant Electrician, Grip, AV Tech, Camera Operator, Property Person, Wardrobe, Maintenance, other work.

**Department Heads:**

To the extent required by the event, department heads will be assigned for carpentry, flyrail, properties, wardrobe, electrics, sound and hair.

b. Benefit Programs

Benefit Programs shall be provided to on-call employee covered by this Agreement, including House Staff where specifically listed, as provided in the chart below and described in the language to follow:

	Effective 9/1/2006	Effective 9/1/2007	Effective 9/1/2008	Effective 9/1/2009
IATSE Health & Welfare Fund, including House Staff	13%	14%	15%	16%
IATSE Pension, excluding House Staff	1%	2%	3%	4%
Pension Fund, House Staff Only	2%	3%	4%	5%
Annuity Fund, House Staff Only	5%	5%	5%	5%

1. IATSE Health & Welfare Fund (previously identified as the Entertainment Industry Flex Plan Fund)

The Employer will pay an amount equal to:

Thirteen (13) percent (effective September 1, 2006),  
Fourteen (14) percent (effective September 1, 2007),  
Fifteen (15) percent (effective September 1, 2008), and  
Sixteen (16) percent (effective September 1, 2009),

of gross wages earned by each on-call employee covered by this Agreement, including House Staff, to the IATSE Health and Welfare Fund.

2. IATSE Pension Fund

a) The Employer will pay an amount equal to:

One (1%) percent effective September 1, 2006,  
Two (2%) percent effective September 1, 2007,  
Three (3%) percent effective September 1, 2008,  
Four (4%) percent effective September 1, 2009,

of gross wages earned by each on-call employee covered by this Agreement, excluding House Staff, to a pension fund as determined by the Union.

b) The amounts listed above are not intended to increase or be in addition to the Pension Fund amounts specifically listed below for House Staff Employees.

3) Pension Fund, House Staff Only

The Employer will pay an amount equal to:

Two (2) percent effective September 1, 2006,  
Three (3) percent effective September 1, 2007,  
Four (4) percent effective September 1, 2008,  
Five (5) percent effective September 1, 2009,

of gross wages earned by each House Staff Employee covered by this Agreement to a pension fund as determined by the Union.

4) Annuity Fund, House Staff Only (the IATSE Annuity Fund)

Effective September 1, 2006, the Employer will pay an amount equal to five (5) of gross wages earned by each House Staff employee covered by this Agreement to the IATSE Annuity Fund in accordance with the rules and regulations of the Fund.

- These payments shall be made monthly to the Fund Administrator and must be transmitted within fifteen (15) days after the end of each month.
- The Union shall indemnify and save harmless the Employer from any forms of liability resulting from compliance with these fund provisions, or any action taken or not taken by the Employer for the purpose of complying with these fund provisions.

- c.
1. A minimum call for load in, load out or work call shall be four (4) hours for everything except spotlight moving, which shall be three (3) hours, or when an employee is working on the show call and is moved to load out, in which case it shall be considered a work continuation.
  2. There shall be a four (4) hour minimum call for riggers. If available, other work will be assigned.
  3. If it is necessary to break a crew prior to completion of an assignment, two (2) riggers shall be retained until the steel is safetied at performance height.

d. Work Assignments for On-call Employees

On-call employees will be assigned stage work related to the needs of the function by the Director or other designated University official(s).

- e. Without Net Defined: Any continuing work performed which requires a technician to leave catwalks, "Genie Lifts", or other "safe structure" above the height of 20 feet above stage height, or 20 feet above the floor height and/or without a safety net, as applicable, shall receive a 20 percent premium.

- f. Union elected officers who are required to attend meetings with the Employer while performing duties for the Employer will be paid for all hours occurring during their hours of work.
  - g. A ten (10) percent premium will be paid to any employee required to work while in Road Company supplied costumes.
  - h. When the Employer determines that training will be offered to introduce new equipment or processes, it will notify the Union Secretary so that an announcement can be placed in the Union newsletter. The dates for the training will be set with input from the Union Business Agent.
- 34 Performance and/or Dress Rehearsals four (4) times the schedule of rates for the work performed per employee per show, with three and one-half (3 ½) maximum show time inclusive of preparatory time as follows. Show call is one-half (½) hour before show time. Wharton Center educational productions (including but not limited to Act One and Jazz Kats) whose performances are designated solely for school groups, with two (2) one hour shows per day, shall be considered one five (5) hour call including prep time, with one normal meal break provided between shows. Note: Both shows fall within the five hour time frame.
- 35 The Employer will attempt to provide rest periods not less than ten (10) minutes during each half-day (four hours) of work. The rest periods are scheduled by the supervisor and are to be taken in a manner that does not interfere with the efficiency of the operation.
- 36 Any resumption of work after any break, other than a normal meal break, shall constitute a new call, with the four (4) hour minimum.
- A. When work is performed after five (5) hours, unless and until workers do receive a one-hour meal break, such time worked shall be time and one-half, until break for normal meal is given. After an initial five (5) hours, no meal break will be given if work can be completed within one additional hour.
  - B. If work cannot be completed within one (1) additional hour after a meal break, a meal break of one (1) hour may be given. Time and one-half will be paid for work of less than two (2) hours after a meal break.
  - C. A. and B., above, will be void in the event Union employees traveling with the show are unable to comply in order to keep the work crew intact at all times.
  - D. In order to keep the work flow continuing an abbreviated meal period of at least thirty (30) minutes will be provided during which employees will be provided a meal at the sole expense of the Employer.
  - E. When work is performed after eight (8) hours, the decision to schedule an unpaid meal period or an abbreviated meal period, as appropriate, shall be at the discretion of the Employer in each case.

- 37 On all Yellow Card performances there shall be one person per department (carpenter, electrician, property person, etc.) designated as Department Head. A University student who is recommended by the Employer, paid the Union rate, and utilized before other non-card carrying stagehands are utilized, will be included by the Business Agent on all Yellow Card performances as a part of the Yellow Card if the call exceeds six (6) persons.
- 38 Overtime (time and one-half) shall be paid on all above rates on the following and shall be computed on the basis of one-half (1/2) hour increments:
- a. After eight (8) hours in any one day.
  - b. Between 1 a.m. and 7 a.m.
  - c. The actual date of the holiday the University recognizes:

September 1, 2006 – August 31, 2007

Labor Day	September 4
Thanksgiving	November 23
Christmas	December 25
New Year's	January 1
Memorial Day	May 28
Independence Day	July 4

September 1, 2007 – August 31, 2008

Labor Day	September 3
Thanksgiving	November 22
Christmas	December 25
New Year's	January 1
Memorial Day	May 26
Independence Day	July 4

September 1, 2008 – August 31, 2009

Labor Day	September 1
Thanksgiving	November 27
Christmas	December 25
New Year's	January 1
Memorial Day	May 25
Independence Day	July 4

September 1, 2009 – August 31, 2010

Labor Day	September 7
Thanksgiving	November 26
Christmas	December 25
New Year's	January 1
Memorial Day	May 31
Independence Day	July 4

-39 Double Time shall be paid on the actual date of the holiday the University recognizes and shall be computed on the basis of one-half (1/2) hour increments:

- a. After eight (8) hours in any one day.
- b. Between 1 a.m. and 7 a.m.

-40 For the purpose of time and one-half and/or double time, a change in Employer number shall constitute a new call.

E. Flat-Rating

-41 Loaders shall be at the rate of \$35.00 per person, per semi-trailer truck, minimum four (4) persons; \$22.50 per person for each truck of lesser size than semi, minimum two (2) persons; and \$10.00 per bus or van, minimum two (2) persons (if a bus is loaded with equipment -- used as a truck -- the truck rate of \$22.50 per person will obtain).

F. Motion Pictures

-42 Motion pictures which are shown to the general public or private group or any organization shall receive four (4) times the schedule of rates for the work performed of the show rate of one showing with a maximum of three and one-half (3 ½) hours.

-43 Any time the showing shall run beyond the three and one-half (3 ½) hour maximum, the rate shall be time and one-half, per hour or any fraction thereof.

G. House Staff

-44 Individuals who have been interviewed and selected by the Employer to be members of IATSE Local 274/MSU "House Staff" shall be scheduled by the employer year round. The Breslin Center will employ three (3) House Staff employees for Breslin Center managed events. The Wharton Center will employ six (6) House Staff employees two (2) Head Carpenters, two (2) Head Electricians and two (2) Head Audio Techs for Wharton Center managed events. The number of House Staff employees cannot be increased or decreased except by mutual agreement between the Employer and the Union. The Employer understands the "House Staff" for either the Breslin Center or Wharton Center will be free to accept other work during times they do not appear on the regular schedule. The House Staff will be scheduled approximately two (2) weeks in advance.

- a. All conditions of this Agreement pertaining to on-call employees shall apply.
- b. There shall be no guarantee of set number of hours per week/month/year.
- c. Dress requirement, at times, shall be more refined as compared to general on-call stagehand work.



- d. Effective September 1, 2005, the Employer will pay an amount equal to five (5) percent of gross wages earned by each House Staff employee covered by this Agreement to the IATSE Annuity Fund in accordance with the rules and regulations of the Fund. These payments shall be made monthly to the Fund Administrator and must be transmitted within fifteen (15) days after the end of each month.

## ARTICLE 7

### GENERAL CONDITIONS

- 45 Slide projectors and effect machines used in the performances at the University Auditorium and Wharton Center shall be operated by bargaining unit personnel.
- 46 This contract covers theatrical work performed in the Fairchild Theatre, University Auditorium, Jenison Fieldhouse, Munn Ice Arena, Wharton Center, Breslin Student Events Center, and any other buildings assigned by University officials.
- 47 The Employer reserves the right to provide supplemental qualified personnel in the event the Union cannot furnish adequate employees.
- 48 On September 15th of each year the Union will present a list of available persons to the Director of Performing Arts, Facilities and Programs and Director of Breslin Student Events Center for review.
- 49 As new members become available, the appropriate director will be notified before they shall be scheduled to work for one of their shows.
- 50 It is understood that the Employer may, with reasonable and just cause, direct that specific individuals not be referred to calls.
- 51 The classification, Stage Manager, and the following functional job descriptions are being utilized: Stage Manager Wharton Center; Assistant Stage Manager Wharton Center; Stage Manager Auditorium and Assistant Stage Manager, and/or Stage Manager Breslin Student Events Center. The Employer retains the sole right to establish new classifications and job descriptions, and modify and eliminate existing classifications and job descriptions.
- 52 The business agent or designated representative will supply the director or designee with a list of personnel and work assignments for each call no less than one (1) hour prior to the start of call. A minimum of twelve (12) hours shall be given if the business agent or designated representative is unable to meet the personnel requirement of the call.
- 53 Job Shadowing  
  
The Employer and the Union recognize that job shadowing is an effective training tool. The Employer shall therefore permit job shadowing with the understanding that:

- A. The Union shall provide prior notice including names of persons shadowing as well as those shadowed.
  - B. That upon prior notification by the Union of a job shadowing event the Employer may withdraw or modify its permission.
- 54 The Employer and the Union participate on the Joint Apprenticeship Training Committee (JATC). The JATC and the Union recognize the Michigan State Technology Apprenticeship Program (MSTAP) at Lansing Community College as an apprenticeship training program. As a condition of approval of this program the Union shall provide special consideration for MSTAP apprentices when filling requests for On-call labor.

## ARTICLE 8

### BUILDING AND FACILITIES

- 55 Should any University building or facility, that is designated and incorporated in this Agreement, be rented, leased or loaned to any party or organization other than Michigan State University for any type of production, it is agreed that all terms and conditions of this Agreement will apply with the following exceptions:

a. Theatre Department

Insofar as the Theatre Department is concerned, the University retains the right to continue and initiate academic programs which will expose students to all aspects of theatrical productions. Such programs will adhere to University curriculum standards of acceptable laboratory/ studio activity. Such programs, however, will not be conducted in an attempt to avoid using IATSE bargaining unit members. The past practice of the Theatre Department of staffing under the terms of the Agreement will continue.

b. School of Music

Insofar as the School of Music is concerned, the University retains the right to continue and initiate academic programs which will expose students to all aspects of music presentations. Such programs will adhere to University curriculum standards of acceptable laboratory/studio activity. Such programs, however, will not be conducted in an attempt to avoid using IATSE bargaining unit members. Three stage technicians from the local call-board will be utilized for operas. If there is a need for more technicians, an on-site determination will be made by the Wharton Center Director and the Union. The Director's determination will be final and binding in the event that mutual agreement is not reached. If an opera call exceeds a total of thirteen (13) stagehands including students, the Technical Directors and the Union will meet to discuss additional staffing. Any impasse will be resolved by the Director of Performing Arts Facilities and Programs.

c. ASMSU

1. Presentations of ASMSU held in the Auditorium, Wharton Center for Performing Arts for which ASMSU has entered into an agreement with a promoter shall be considered to be under the full terms of this Agreement.
2. In presentations of ASMSU held in the Auditorium, Wharton Center for Performing Arts which are "self-promoted" by ASMSU, students shall be permitted to load and unload vehicles.
3. In presentations of ASMSU which are held at Munn Ice Arena, Jenison Fieldhouse, students shall be utilized for all work except for rigging, follow spots, sound, stagelighting and "deckhand" work.

d. JACK BRESLIN STUDENT EVENTS CENTER

The terms of the Collective Bargaining Agreement, except as modified by the terms of Article 8, Section d, shall apply to the Breslin Student Events Center.

1. The Director of Breslin Student Events Center and designees will have the responsibility to determine complement levels, but will consider suggestions proffered by the Union, especially those offered for reasons of safety.
2. The Director of Breslin Student Events Center, Assistant Director and student designees will have the prerogative to perform any duties. Concerns over this section will be dealt with in Special Conferences, wherein good faith efforts will be made to resolve the concerns.
3. On-call personnel can be dismissed individually where indicated, instead of by department except where "Yellow Card" overrides this provision.
4. Overtime will be after eight hours (as opposed to paragraph 36). Meal breaks will be given after a determined number of hours worked. Such hours shall not exceed five except in unusual circumstances.
5. Student workers will be utilized for any work for which they are qualified, as determined by the Director of Breslin Student Events Center and designees.
6. The University recognizes that the significant role served by IATSE bargaining unit employees enhances its ability to offer with the highest professional standards a variety of theatrical, musical, and popular entertainment events. Thus, it is not the intent of the University, by its utilization of students, to diminish or otherwise erode the role of IATSE employees.

ARTICLE 9

RECRUITMENT AND SELECTION

A. Present Positions Under Union Jurisdiction

- 56 The Employer shall give the Union sufficient advance notice of all vacancies for positions coming within the scope of this Agreement; but it is agreed between the parties hereto that hiring of employees hereunder shall not be inconsistent with any applicable State or Federal laws.
- 57 In hiring persons to perform services covered by the terms of this Agreement, the Employer shall grant preference of employment to those persons who have previously been employed as stage employees, and moving picture machine operators within the following described geographical area: East Lansing, Michigan.
- 58 In recruitment and selection for full-time or part-time regular employee positions falling under the jurisdiction of the Union, the following procedure will be utilized.
- 59 At least 5 candidates from the 274 Bargaining unit, and members of their International Alliance, who possess the minimum qualifications shall be interviewed for any vacancy in any regular full-time, part-time or House Staff position falling under the jurisdiction of the Union, shall have the right of interview before any other applicant shall be considered.

The responsibility for recruitment of applicants and the filling of vacant positions is the responsibility of the Employer. The responsibility for determining which candidates shall be interviewed will reside with the employing department.

If any outside candidate is hired over an interviewed bargaining unit employee or member of their International Alliance, the Union shall be provided with a copy of the Position Vacancy Record, which will contain the reasons for selection and non-selection. This shall be done in a timely manner. If the procedures outlined above have been followed, the determination will not be grievable; however, the Union may request a Special Conference to discuss the issue.

B. Absent the Operation of Section A

- 60 Absent the operation of Section A, the following procedure will be utilized.
- 61 The University will fill positions through its Office of Human Resource Services. Positions will be filled from applicants based on their abilities as determined by the Director of Performing Arts, Facilities and Programs, and/or Director of Breslin Student Events Center.
- 62 The University will provide the Union with classification descriptions as soon as they are prepared by the Classification/Compensation Division.
- 63 The University will provide the Union with copies of the job announcements as soon as they are to be posted.

- 64 The Union will then be given the opportunity to survey its membership to determine the interest in applying for the positions announced.
- 65 The Union may obtain MSU applications for use by those interested in applying for the positions.
- 66 The Union will submit completed applications to the MSU Human Resource Services within the time limits provided for in the posting.
- 67 Human Resource Services will review the applications and submit the applications of applicants determined to possess minimum qualifications to the Director of Performing Arts, Facilities and Programs, and/or Director of Breslin Student Events Center.
- 68 The Director of Performing Arts, Facilities and Programs, and/or Director of Breslin Student Events Center will arrange to interview the applicants so submitted.
- 69 The Director of Performing Arts, Facilities and Programs, and/or Director of Breslin Student Events Center will select or reject applicants based on the interviews.
- 70 Applicants referred by the Union shall be given first consideration and selected or rejected before other applicants will be considered.
- 71 If the positions are not filled by the applicants referred by the Union, the Director of Performing Arts, Facilities and Programs, and/or Director of Breslin Student Events Center will provide Human Resource Services with written reasons for their rejection. The Union will be given written notice of all candidates who are rejected.

#### ARTICLE 10

##### GRIEVANCE PROCEDURE


- 72 If differences of opinion or disputes between the Employer and any employee covered by this Agreement regarding an interpretation or alleged violation of any provision of this contract, cannot be resolved by the employee, the Union and the Unit involved, the issue may be submitted in writing to the Office of Employee Relations. If differences of opinion arise concerning the interpretation or application of this contract as it applies to a specific production, the Union will not initiate or support any action that may hinder the production's completion as the dispute will be resolved through this paragraph.
- 73 The Union and the University agree that if no resolution is reached regarding the alleged violation, the Union shall submit the issue in writing to the Office of Employee Relations on or before the 30th day after its alleged occurrence. The Office of Employee Relations shall hold a meeting within ten (10) working days thereafter and issue the University position ten (10) working days after the meeting. If the answer is unsatisfactory, the Union shall have ten (10) working days from the date the answer is received to appeal to arbitration at the Office of Employee Relations or file a demand to arbitration with AAA.
- 74 The decision of the Arbitrator shall be final and binding on all parties.


ARTICLE 11

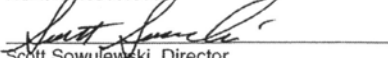
TERM OF THE AGREEMENT

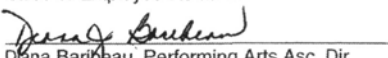
-75 This contract to be in force and binding from and after the 1<sup>st</sup> day of September, 2006, through the 31<sup>st</sup> day of August, 2010, and from year to year thereafter unless notice of termination or modification is given as hereinafter provided. At least sixty (60) days prior to the expiration date hereof, the parties shall meet and confer to negotiate the terms of a new Agreement to take effect upon the expiration of this Agreement unless notice of termination has been given.

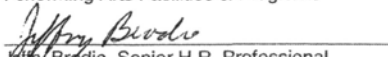
FOR THE EMPLOYER

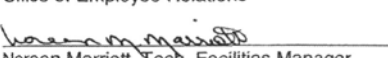
  
Fred Poston, Vice President  
Finance and Operations and Treasurer

  
Pamela S. Beemer, Assistant Vice President  
Human Resources

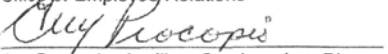
  
Scott Sowulewski, Director  
Office of Employee Relations

  
Diana Barobau, Performing Arts Asc. Dir.  
Performing Arts Facilities & Programs

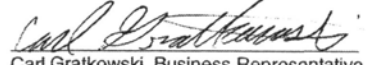
  
Jeffrey Brodie, Senior H.R. Professional  
Office of Employee Relations

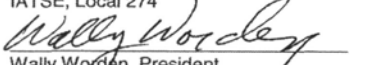
  
Noreen Marriott, Tech. Facilities Manager  
Breslin Center

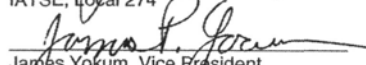
  
James D. Nash, Associate Director  
Office of Employee Relations

  
Guy Procopio, Auxiliary Services Asc. Dir  
Concessions

FOR THE UNION

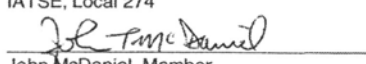
  
Carl Gratkowski, Business Representative  
IATSE, Local 274

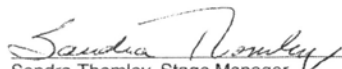
  
Wally Worden, President  
IATSE, Local 274

  
James Yokum, Vice President  
IATSE, Local 274

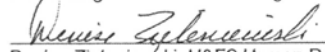
  
Michael David, International Representative  
IATSE

  
Maureen Murphy, Member  
IATSE, Local 274

  
John McDaniel, Member  
IATSE, Local 274



Sandra Thomley, Stage Manager  
Performing Arts Facilities & Programs



Denise Zieleniewski, H&FS Human Resources Mgr.  
Housing and Food Services

APPENDIX I  
LETTERS OF AGREEMENT



MICHIGAN STATE  
UNIVERSITY

January 20, 1988

Mr. Samuel A. Baker, Director  
Employee Relations  
Nisbet Office Building  
East Lansing, MI 48824-1229

Dear Mr. Baker:

Herewith, the communication we spoke about during our telephone conversation of 1-19-88.

In a significant number of instances "truck loaders", working at a flat rate, have been asked to wait an inordinate number of hours to unload vehicles, we ask that their remuneration, in these instances, be at the very least equal to the current hourly wage equivalent for the total time spent on the job.

In Concurrence:

Sincerely,

Samuel A. Baker  
Director, Employee Relations

Dirk Spillemakers, Pres.  
Local 274, I.A.T.S.E.

Date: 1-21-88

Reaffirmed by the parties:

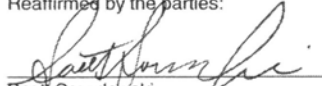
**S**

**HUMAN  
RESOURCES**

Employee Relations

Michigan State University  
Nisbet Building  
17 S Harrison, Suite 130  
East Lansing, Michigan  
48823-5239

517/353-5510  
FAX: 517/353-3523  
www.hr.msu.edu

  
Scott Sowulewski  
Director, Employee Relations

Date: 10/3/06

\*Modified by date only.

  
Carl Gratkowski  
Business Agent, Local 274

Date: 10-03-06

# 2006

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# 2010

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

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## July

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## August

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

## September

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

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## October

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## November

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

## December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

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