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IDnum 32 **Language** English **Country** United States **State** MI

Union IATSE (International Alliance of Theatrical Stage Employees and Moving Picture Technicians)
AFL-CIO

Local IATSE & MPMO Local 274

Occupations Represented
Amusement and recreation attendants

Bargaining Agency Michigan State University

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 1999 **EndYear** 2002

Source <http://www.hr.msu.edu/Docweb/contracts/default.htm>

Original_format MS Word (unitary)

Notes Actual job title is Stagehands, not a DOL term

Contact

Full text contract begins on following page.

COLLECTIVE BARGAINING AGREEMENT

Between

MICHIGAN STATE UNIVERSITY

and

IATSE & MPMO, Local 274

of the

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES

and

MOVING PICTURE MACHINE OPERATORS
of the United States and Canada

September 1, 1999 - August 31, 2002

TABLE OF CONTENTS

<u>ARTICLES</u>	<u>TITLES</u>	<u>PARAGRAPH</u>	<u>PAGE</u>
1	Agreement	1	1
2	Recognition	2-3	1
3	Rights of the Employer.....	4	1-2
4	Union Security.....	5-8	2
5	Union Dues.....	9-19	3-4
6	Wage Rates, Benefits and Conditions of Employment	20-36	5-11
7	General Conditions	37-46	11-12
8	Buildings and Facilities	47	12-14
9	Recruitment and Selection.....	48-63	14-15
10	Grievance Procedure	64-66	16
11	Term of the Agreement.....	67	17
	Appendix I: Letters of Agreement		18

ARTICLE 1

AGREEMENT

- 1 THIS AGREEMENT is made this 29th day of March, 2000, through the 31st day of August, 2002, 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 the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States 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 49.
- 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 Technical Director; 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

- 04 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. 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 30th 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 Machine Operators of the United States and Canada, 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

A. Payment by Checkoff or Direct to Union

- 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.

B. Employer Responsibility for Deductions

- 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.

C. Delivery of Executed Authorizations for Checkoff

- 11 A properly executed copy of the form authorizing checkoff by an employee for whom membership dues or service charges are to be deducted in accordance with the Union Security Clause of the Agreement shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under a properly executed authorization for checkoff which is in effect. Any authorization for check-off form which is incomplete or in error will be returned to the Business Agent of the Union by the Employer.

D. When Deductions Begin

- 12 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 (1st) pay of the month and biweekly thereafter.

E. Refunds

- 13 In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws, refunds to the employee will be made by the Union.

F. Remittance of Deductions

- 14 Deductions for any calendar month shall be remitted to the Secretary-Treasurer of the Union as soon as possible after the first pay of that month. The Employer shall furnish the Secretary-Treasurer of the Union a monthly list of employees for whom deductions have been made and the amounts thereof.

G. Termination of Checkoff

- 15 An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

H. Disputes Concerning Checkoff

- 16 Any dispute between the Union and the Employer which may arise as to whether or not an employee properly executed or properly revoked an authorization for checkoff, shall be reviewed with the employee by a representative of the local Union and the representative of the University. The decision of the representative of the local Union and the representative of the University shall be final and binding on the employee, the Union, and the Employer. Until the matter is disposed of, no further deductions shall be made.

I. Limit of Employer's Liability

- 17 The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

J. Disputes Concerning Membership

- 18 Any dispute arising as to an employee's membership in the Union shall be reviewed by the representative of the University and a representative of the local Union. However, the employee may be retained at work while the dispute is being resolved.

K. Employer Liability

- 19 The Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

ARTICLE 6

WAGE RATES, BENEFITS AND CONDITIONS OF EMPLOYMENT

A. Regular Full-time Employees

- 20 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, except that their rate of pay shall be adjusted by a three (3) percent in the base adjustment effective September 1, 1999; a three (3) percent in the base adjustment effective September 1, 2000, a one (1) percent in the base adjustment effective September 1, 2001 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 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.

B. Regular Part-time Employees

- 21 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).
- 22 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

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

Effective Effective Effective

	9/1/1999	9/1/2000	9/1/2001
Carpenter, Flyman	\$14.10	\$14.20	\$14.34
Electrician, Lamp Operator	“	“	“
Assistant Electrician	“	“	“
Grip, Projectionist, AV Tech,	“	“	“
Camera Operator, Property Person			
Wardrobe.	“	“	“
Maintenance, Other Work	“	“	“
Rigger			
Wharton Center			
Up	17.10	17.30	17.47
Down	15.00	15.20	15.35
Auditorium			
Up	17.10	17.30	17.47
Down	15.00	15.20	15.35
Munn			
Up	21.45	21.65	21.87
Down	16.23	16.43	16.59
Breslin			
Up	24.85	25.05	25.30
Down	18.80	19.00	19.19
Jenison			
Up	27.40	27.60	27.88
Down	20.73	20.93	21.14

- b. 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.

c. 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).

- d. When an employee is assigned to perform work servicing and programming computers, servicing and repairing circuit boards and lighting and sound systems, 10% premium will be added to her/his base pay for those specific hours worked.
- e. 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. Special skills premium shall be added to the base pay for the following classifications:

Departments Heads for carpenter, flyrail, properties, Wardrobe, electricians, sound and light projection:	15 percent
Light and sound board operators:	10 percent
Video, TV, projection and camera operation:	20 percent
Fork lift operator:	10 percent
Master Electrician (hook ups):	5 percent
Flyman:	5 percent
Slide projectionist:	5 percent
Hair and makeup:	45 percent

- h. A ten (10) percent premium will be paid to any employee required to work while in Road Company supplied costumes.
- i. 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.

-24 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 1/2) maximum show time

inclusive of preparatory time as follows. Show call is one-half (1/2) hour before show time. For Performing Arts Co. productions only, show call is one hour and fifteen minutes (1 1/4) hours before show time. Wharton Center educational productions (Act One) whose performances are designated solely for school groups, with two (2) one hour shows per day, shall be considered one five (5) hour show call including prep time, with one normal meal break provided between shows. Note: Both shows fall within the five hour time frame.

- 25 The Employer will attempt to provide rest periods not to exceed fifteen (15) 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.
- 26 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.
- 27 On all Yellow Card performances there shall be one person per department (carpenter, electrician, property person, etc.) designated as a lead person. This person shall receive extra compensation in the amount of fifteen percent (15%) for hours worked or the performance rate, whichever is applicable. 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.

-28 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, 1999 – August 31, 2000

Labor Day:	September 6
Thanksgiving:	November 25
Christmas:	December 25
New Year's:	January 1
Memorial Day:	May 29
Independence Day:	July 4

September 1, 2000 – August 31, 2001

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, 2001 – August 31, 2002

Labor Day:	September 3
Thanksgiving:	November 22
Christmas:	December 25
New Year's:	January 1
Memorial Day:	May 27
Independence Day:	July 4

-29 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.

- 30 For the purpose of time and one-half and/or double time, a change in Employer number shall constitute a new call.
- 31 The past practice of personnel having the option to accept either the show rate or hourly rate shall continue. Such option must be exercised prior to the work being performed.

D. Stage Managers

- 32 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.

E. Flat-Rating

- 33 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

- 34 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 (32) hours.
- 35 Any time the showing shall run beyond the three and one-half (32) hour maximum, the rate shall be time and one-half, per hour or any fraction thereof.

G. Core Group

- 36 Individuals who have been interviewed and selected by the Employer to be members of the IATSE Local 274/MSU “Core Group” shall be scheduled by the employer from September 1 – May 31. The Employer understands the “Core Group” will be free to accept other work from June 1 – August 31 and during times they do not appear on the regular schedule. On days when work is not available in any of the Employer’s facilities, the individual shall contact the Union Business Agent to have her/his name placed on the call list. The “Core Group” will be scheduled approximately two (2) weeks in advance.
 - a. All conditions of this Agreement pertaining to on-call employees shall apply.
 - b. Compensation shall be \$1.50 per hour more than general stagehand rate excluding forklift operator and riggers. Premium pay still applies.

- c. There shall be no guarantee of set number of hours per week/month/year.
- d. "Core Group" employees will be eligible to purchase Employer health and dental coverage at Employer rates.
- e. Dress requirements, at times, shall be more refined as compared to general on-call stagehand work.

ARTICLE 7

GENERAL CONDITIONS

- 37 Slide projectors and effect machines used in the performances at the University Auditorium and Wharton Center shall be operated by bargaining unit personnel.
- 38 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.
- 39 The Employer reserves the right to provide supplemental qualified personnel in the event the Union cannot furnish adequate employees.
- 40 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.
- 41 As new members become available, the appropriate director will be notified before they shall be scheduled to work for one of their shows.
- 42 It is understood that the Employer may, with reasonable and just cause, direct that specific individuals not be referred to calls.
- 43 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.
- 44 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.

-45 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.

-46 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 work orders.

ARTICLE 8

BUILDING AND FACILITIES

-47 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. Music Department

Insofar as the Music Department 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 a fourth person, an on-site determination will be made by the Artistic Director and the Union. The PAC 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 26). 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

- 48 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.
- 49 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.
- 50 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.
- 51 Regular full-time or part-time employees of the University falling under the jurisdiction of the Union, who possess the minimum qualifications for any vacancy in any other regular full-time or part-time position falling under the jurisdiction of the Union, shall have the right of bid and selection before any other applicant shall be considered. If more than one such regular employee bids on a vacancy, seniority shall prevail.

B. Absent the Operation of Section A

- 52 Absent the operation of Section A, the following procedure will be utilized.
- 53 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.
- 54 The University will provide the Union with classification descriptions as soon as they are prepared by the Classification/Compensation Division.
- 55 The University will provide the Union with copies of the job announcements as soon as they are to be posted.
- 56 The Union will then be given the opportunity to survey its membership to determine the interest in applying for the positions announced.
- 57 The Union may obtain MSU applications for use by those interested in applying for the positions.
- 58 The Union will submit completed applications to the MSU Human Resource Services within the time limits provided for in the posting.
- 59 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.
- 60 The Director of Performing Arts, Facilities and Programs, and/or Director of Breslin Student Events Center will arrange to interview the applicants so submitted.
- 61 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.
- 62 Applicants referred by the Union shall be given first consideration and selected or rejected before other applicants will be considered.
- 63 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

- 64 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.
- 65 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.
- 66 The decision of the Arbitrator shall be final and binding on all parties.

ARTICLE 11

TERM OF THE AGREEMENT

-67 This contract to be in force and binding from and after the 1st day of September, 1999, through the 31st day of August, 2002, 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

FOR THE UNION

Fred Poston

Michael David

C. Keith Groty

Michael Wright

Samuel A. Baker

William Minihan

Diana Baribeau

Scott Breckner

Brian Archer

Gavin Smith

APPENDIX I

LETTERS OF AGREEMENT

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:

Samuel A. Baker
Director, Employee Relations

Michael David
Business Manager, Local 274

Date _____*

Date _____*

* Modified by date only.

MICHIGAN STATE
UNIVERSITY

Letter of Agreement*
Between
Michigan State University,
The Employer
and
International Alliance of Theatrical and Stage Employees,
The Union

It shall be understood that the following statement regarding "Show Calls" shall apply in applicable situations:

"With the exception of lamp cool down time and rewind of film as applies to follow spot operators and/or projection/effects machine operators, any work performed by employees on show call after final curtain **or immediate return of house lights to full** (end of show) shall be at one hour minimum call."

FOR THE EMPLOYER

FOR THE UNION



Samuel A. Baker
Director, Employee Relations

Michael David
Business Manager, Local 274

Date 8-4-00

Date 8-4-00

**HUMAN
RESOURCES**

Employee Relations

Michigan State University
Nisbet Building
1407 S Harrison, Suite 250
East Lansing, Michigan
48823-5239

517/353-5510
FAX: 517/353-3523

www.hr.msu.edu

* September 9, 1991 Memorandum of Understanding modified March 6, 2000.

MICHIGAN STATE
UNIVERSITY

Letter of Agreement
between
Michigan State University,
the Employer
and
IATSE, Local 274,
the Union

- Effective January 1, 2001, the Employer will pay an amount equal to five (5) percent of gross wages earned by each on-call employee covered by this Agreement (this does not include full-time and part-time employees in this bargaining unit) to the Entertainment Industry Flex Plan 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.
- This Agreement shall only apply to on-call employees who are represented by Local 274, International Alliance of Theatrical Stage Employees under the terms of the Collective Bargaining Agreement between the Employer and the Union.
- The Union shall indemnify and save harmless the Employer from any forms of liability resulting from compliance with this Flex Plan provision, or any action taken or not taken by the Employer for the purpose of complying with this Flex Plan provision.

This Agreement shall be effective from January 1, 2001, through August 31, 2002, at which time it will expire and have no further effect unless the Employer and the Union mutually agree to its continuation prior to the expiration date of this provision.



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