

**AGREEMENT BETWEEN**

**MICHIGAN STATE UNIVERSITY**

**AND**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,  
Unit 324-324 A, B, C, D, G, H, P, RA, S - AFL-CIO**

**500 Hulet Drive  
Bloomfield Township, MI 48302**

**DECEMBER 16, 2014 – DECEMBER 15, 2018**

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## PREFACE

-1 The Board of Trustees of Michigan State University and Local 324 International Union of Operating Engineers, AFL-CIO recognize their responsibilities under federal, state, and local laws relating to fair employment practices.

## AGREEMENT

-2 This Agreement entered into this 16th day of December, 2014 between the Board of Trustees of Michigan State University (hereinafter referred to as the "EMPLOYER") and Local 324 International Union of Operating Engineers, AFL-CIO (hereinafter referred to as the "UNION").

## PURPOSE AND INTENT

-3 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

-4 The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in establishing a proper service to the State.

-5 To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## ARTICLE 1

### NON-DISCRIMINATION

-6 Neither the Union, its officials nor its members shall discriminate against, intimidate, coerce, or restrain any University employee with respect to or because of his/her non-membership in the Union.

-7 The Employer shall not discriminate against, restrain, or coerce any employee with respect to or because of his/her membership or lawful Union activity.

-8 The Employer and the Union agree that there will be no unlawful discrimination in the application of this Agreement in accordance with applicable federal, state, and local non-discrimination laws and regulations.

-9 Nothing in this Section shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available.

## ARTICLE 2

### RIGHTS OF THE EMPLOYER

-10 The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, the determination of policies, operations,

assignments, schedules, discipline, and layoff, for the orderly and efficient operation of the University.

### ARTICLE 3

#### NO-STRIKE GUARANTEE

-11 There shall be no strikes or lockouts for the duration of the Agreement.

-12 In the event of any action in violation of this Agreement, the Union will post notices immediately at all facilities affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Union. The Union shall further advise any and all members in the bargaining unit involved, including notification to the communications or press media, if requested by the Employer, that such bargaining unit members are in violation of this Agreement and that all members of the bargaining unit involved shall return forthwith to their regular duties. If the Union takes the foregoing steps and has not acted in violation of its obligations under the Agreement, it shall not be liable in any way for such activities.

-13 The Employer shall have the right to discipline including discharge, any member of the bargaining unit for taking part in any violation of this provision. In addition, any member or members of the bargaining unit, violating this provision may be held liable by the Employer for any and all damages, injuries, and costs incurred. Prior to the taking of disciplinary or other action enumerated herein the Employer shall notify the Union of its intentions.

-14 In the event the Union does not adhere to or abide by the above provisions of this clause, it shall be liable for any and all damages, injuries, and costs incurred by the Employer.

### ARTICLE 4

#### RECOGNITION

-15 Employees Covered - Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer as described in Appendix I of this Agreement excluding professionals and executives, supervisors, and all other employees.

### ARTICLE 5

#### UNION SECURITY - UNION MEMBERSHIP

-16 All employees employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union may voluntarily elect to, within thirty (30) days of the effective date of this provision or upon completion of probation, whichever is later, become members of the Union, pay to the Union each month a service fee.

-17 If any provision of this Article is invalid under Federal or State law, said provisions shall be modified to comply with the requirements of said Federal or State law.

-18 The Union agrees that in the event of litigation against the Employer, its agents or employees arising out of this provision, the Union will co-defend and fully indemnify and hold harmless the Employer, its agents or employees for any monetary award arising out of such litigation.

## ARTICLE 6

### UNION DUES, INITIATION FEES AND SERVICE CHARGES

#### A. Payment by Checkoff or Direct to Union

-19 The Employer will check off initiation fees and monthly dues, or service charges, on the basis of individually signed voluntary check-off authorization cards on forms that have been agreed to by the Employer and the Union. Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and monthly 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. An Employee may revoke his/her voluntary check-off authorization at any time by submitting notice on an authorized form to the Employer's payroll office and the Union's Financial Secretary via certified mail. Such forms shall be processed within thirty (30) days of receipt.

#### B. Employer Responsibility for Deductions

-20 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

-21 A properly executed copy of the form authorizing checkoff by an employee for whom initiation fees and monthly 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 Financial Secretary of the Union by the Employer.

#### D. When Deductions Begin

-22 Deductions under all properly executed authorizations for check-off 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 each month thereafter.

#### E. Refunds

-23 In cases where a deduction is made that duplicates a payment that any 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

-24 Deductions for any calendar month shall be remitted to the designated Financial Secretary of the Union as soon as possible after the first pay of that month. The Employer shall furnish to the Financial Secretary of the Union a monthly list of employees for whom deductions have been made and the amounts thereof.

## G. Disputes Concerning Checkoff

-25 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.

## H. Limit of Employer's Liability

-26 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.

## I. Employer Liability

-27 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 7

## SENIORITY DEFINITIONS AND LOSS OF SENIORITY

### A. Definitions

-28 For the purposes of this Agreement the following definitions shall apply:

- a. University Seniority: Means length of continuous service with the beginning with the latest date of hiring with the Employer including periods of authorized leave of absence and layoff and shall include periods of service outside the bargaining unit. This date shall be used for benefit purposes.
- b. Unit Seniority: Means length of continuous service in the bargaining unit beginning with the latest date of hiring or transfer into the bargaining unit.
- c. Classification Seniority: Means length of continuous service in a classification beginning with the latest date of hiring or transfer into the classification. This date shall be used for layoffs.
- d. Step-up Seniority: Means length of time qualified for step up into a higher classification.

- e. Length of Continuous Service: Means uninterrupted employment but includes layoffs and other periods of absence authorized by and consistent with this Agreement except as limited by Section C. of this Article.

## B. Temporary Employees

-29 There shall be no seniority or rights of recall for persons who are employed for specific temporary jobs lasting nine (9) months or less. At the time of employment, the temporary employee and Local 324 will be advised as to a date certain for termination. After completion of the six (6) month probationary period, the temporary employee may not be discharged prior to the date certain for termination except for just cause. It is understood that temporary employees have the right to bid on posted job vacancies two (2) weeks prior or within thirty (30) days after completion of their term of temporary employment, provided they have completed their probationary period. For this purpose only their seniority will be recognized for time actually worked. Upon completion of six (6) months of employment, temporary employees will become eligible for vacation on a proportional basis. Temporary employees shall be granted sick leave and holiday pay, on a proportional basis.

## C. Loss of Seniority

-30 An employee shall lose his/her status as an employee and his/her seniority if:

- a. He/She resigns or quits.
- b. He/She is discharged or terminated (unless reversed through the grievance or arbitration procedures).
- c. He/She retires.
- d. He/She does not return to work from layoff within five (5) calendar days after being notified to return by certified or registered mail addressed to the employee at his/her last address filed with Human Resource Services. An employee who changes his/her address must notify the Employer of the change.
- e. He/She has been on layoff for a period of time equal to his/her unit seniority at the time of his/her layoff or two (2) years, whichever is less.
- f. He/She is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

-31 A grievance involving compliance with this Section shall begin at Step III of the Grievance Procedure, and may be processed through the Grievance and Arbitration Procedures by an employee who has lost his/her status as an employee and his/her seniority, provided it is submitted in writing at Step III of the Grievance Procedure within ten (10) working days after the facts are known or should reasonably have been known giving rise to his/her grievance.

## D. Return Rights

-32 An employee who is, or was in the past, promoted or transferred to any position with the Employer with supervisory authority over employees in the bargaining unit shall continue to accrue classification seniority, as long as he/she remains in the employment of the Employer for

up to two (2) years at which time his/her classification seniority shall be frozen. An employee who is, or was in the past, promoted or transferred to any other position with the Employer shall retain classification seniority, up to two (2) years at which time his/her classification seniority shall be frozen, as long as he/she remains in the employment of the Employer. In the event such an employee is returned to the unit, his/her placement in a classification in the unit shall be determined in the same manner as if he/she were returned from a leave of absence.

-33 An employee returning to the bargaining unit within twelve (12) months of his/her termination from University employment shall receive credit for University seniority earned prior to the date of termination, after successful completion of the probationary period for calculation of vacation, and retirement benefits. This section shall only apply to employees returning to the bargaining unit after the effective date of this Agreement.

#### E. Seniority List

-34 The Employer shall prepare and maintain a seniority list which shall show the names, classification title, the University unit, and classification seniority of all non-probationary employees. The Employer will keep the seniority lists up-to-date at all times. The Employer will, if requested by the Union, furnish a corrected seniority list every six (6) months to the Union.

### ARTICLE 8

#### PROBATIONARY EMPLOYEES

-35 a. An employee is a "probationary employee" for the first six (6) months and 1040 hours worked of his/her regular full-time continuous employment.

b. Boiler Operator I's hired after January 1, 2007 shall serve an extended "probationary period" of six (6) months (2080 actual hours worked). Extended six month period will be limited to determining satisfactory progress in the Boiler Operator I On-The-Job Qualification Standard Training Program (all other contract protections and benefits apply). This extended probation will end immediately upon completion of the on-the-job qualification standard training program if completed before the end of the second six month period.

-36 A probationary employee shall have no seniority, except University seniority, until he/she has completed his/her probationary period. Upon the completion of his/her probationary period, he/she shall acquire unit and classification seniority and be entered on the seniority list and shall rank for seniority from the six (6) months prior to the date he/she completed his/her probationary period.

-37 Probationary employees may be disciplined or laid off or terminated with or without cause and without regard to the grievance and arbitration procedures.

#### TRIAL PERIODS.

-38 An employee who is promoted, transferred or demoted through the filling of a vacancy must satisfactorily complete a trial period of 520 hours of work. Prior to the expiration of this period, either the employer or the employee may declare the trial period unsatisfactory, and the employee shall return to his/her former position at his/her former pay rate, classification, and shift. If the employer determines an employee is unsatisfactory in the new position, notice and

reasons shall be submitted to the employee in writing by the employer with a copy to the union. The matter may then become a proper subject for the grievance procedure.

## ARTICLE 9

### UNION BULLETIN BOARD

-39 The Employer will provide enclosed bulletin boards that may be locked in each power plant which may be used by the Union for posting notices of the following types:

- a. Notices of Union recreational and social events.
- b. Notice of Union elections.
- c. Notices of results of Union elections.
- d. Notices of Union meetings

-40 Limit on Use of Bulletin Boards

The Union shall have the exclusive right to the use of its assigned bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Union bulletin boards, an officer of the local Union will be advised by the Office of Employee Relations of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

## ARTICLE 10

### PROMOTIONS

-41 The Employer will make promotions within occupational series within the bargaining unit on a seniority basis to its employees whose work performance has been satisfactory and who possess the general physical qualifications for the opening as well as the special qualifications and training necessary for the regular opening under consideration.

-42 A "promotion" is defined as the transfer of an employee to a classification in the same occupational series assigned to a higher pay grade within the seniority unit. A regular opening is one which is expected to continue indefinitely until discontinued by the Employer and shall not include any opening which is limited in duration, or occasioned by absences for whatever the reason, or an incident of work assignment shifting. A promotion in the maintenance occupational series may occur through progression or through the filling of a vacancy.

- a. A Progression is defined as a transfer of an employee to a higher paying classification within his current work crew where no vacancy exists. (i.e. PP Mechanic I to PP Mechanic II).
- b. A position not filled by progression may be posted as a vacancy. All vacancies within the bargaining unit will be posted on the MSU Human Resources website.
- c. Power Plant Helpers may only be promoted through the filling of a vacancy.

- 43 a. If an employee has filed more than one request for a posted vacancy only the most recent of his/her requests will be given consideration.
- b. Posted vacancies will be filled by bargaining unit seniority among applicants whose work performance has been satisfactory and who possess the general physical qualifications for the vacancy as well as special qualifications and training necessary for the job under consideration. If there are no qualified applicants from within the bargaining unit, the vacancy may be filled from other qualified applicants.
- 44 A promotion or filling of vacancy may be questioned through the Grievance and Arbitration Procedures, but only by an employee in the seniority unit in which the opening occurs who has requested on a form provided by the Employer that he/she be considered for promotion to the classification in question and either (1) has greater unit seniority, or (2) is assigned to a classification in a higher pay grade than the employee selected for the promotion.
- 45 No employee within the bargaining unit will be required to downgrade and assume the duties of a person in training for a higher classification.
- a. Stationary Engineer, 2nd Class: From the date of ratification of this contract between Michigan State University and Local 324, International Union of Operating Engineers, AFL-CIO, all employees entering into the classification of Stationary Engineers, 2nd Class, will be required, as a condition of employment, to enter into the classification of Stationary Engineer, 1st class, when there is a position opening, if qualified.
- b. Boiler Operator Trainee Classification: If a Boiler Operator Trainee is temporarily assigned as a Boiler Operator for more than 50 hours in any calendar quarter, the employee shall be advanced two pay grade levels in the Boiler Operator Trainee classification. In no case, however, shall the regular hourly rate for any trainee exceed the maximum regular hourly rate of the Boiler Operator Trainee classification.
- 46 In operations classifications, the Employer will make promotions by selecting the applicant with the highest step up-seniority and who has demonstrated satisfactory job performance. If applicants from more than one classification are qualified, applicants in the highest classification shall be given preference.
- 47 Stationary Engineer 1<sup>st</sup> class will be considered on an evaluation status for six (6) months after selection to this classification. Either the Employer or the employee can request an evaluation review during this period. During the evaluation period the employee may be returned to Stationary Engineer 2<sup>nd</sup> class based on unsatisfactory job performance. The employee may voluntarily return to Stationary Engineer 2<sup>nd</sup> class during the evaluation period.
- 48 Operators will be considered for qualification for the desired classification designation (A,B,C,D) by submitting a request in writing, to the Operations Supervisor that they are prepared for a qualification review. Such review will be completed within thirty (30) calendar days of the request. The thirty (30) day period may be extended by mutual consent of the parties. An unreasonable delay in the process will be subject to review by the Director of Utilities.
- 49 The board review phase of a qualification review will be performed by a committee of five employees, three from Power and Water management and two from the Local Operating Engineers Union (The two shall be from the ranks of the Stationary 1<sup>st</sup> Engineers and/or those Stationary 2<sup>nd</sup> Engineers who have been qualified as Stationary 1<sup>st</sup> Engineers.). The committee will conduct a board review and make a recommendation to the Director of Utilities. The Director will retain the right of final approval or rejection. Candidates who do not pass the board

review shall be given a written statement with a description of the reasons for the failure and suggested methods for correction and/or improvement.

-50 The prerequisites to advance to the board review phase of a qualification review are as follows:

For 1<sup>st</sup> Engineer:

- 1) Minimum two (2) years combined experience as Stationary 2<sup>nd</sup> and/or Stationary 3<sup>rd</sup> Engineer.
- 2) Demonstrated skill in operating & knowledge of all plant systems.
- 3) Satisfactory job performance over the previous three years.
- 4) Demonstrated ability to perform the physical duties of the classification.
- 5) Potential to be good leader, trainer and communicator
- 6) Attendance
- 7) In addition, following a successful qualification review, qualified Stationary Engineers 2nd Class will be required to attend additional technical and human resources training within 12 months of obtaining this classification. Failure to participate in continuing education is a basis for unsatisfactory job performance.

For other classifications:

- 1) Successful completion of the O.J.T. qualification standards and a minimum six (6) months of experience in the current classification
- 2) Demonstrated skill in operating and knowledge of the plant systems for that classification
- 3) Satisfactory job performance
- 4) Demonstrated ability to perform the physical duties of the classification
- 5) Attendance

-51 Candidates who fail the qualification review will be eligible to resubmit a review request after six (6) months. Candidates who do not pass the qualification review shall be given a written statement with a description of the reasons for the failure and suggested methods for correction and/or improvement.

-52 Operators who successfully complete the qualification review to the higher classification will receive the appropriate designation (A,B,C,D) rate within their current classification.

-53 The Employer and the Union shall adhere to the non-discrimination policies adopted by the Board of Trustees and to applicable federal, state, and local non-discrimination laws and regulations.

## ARTICLE 11

### LAYOFF AND RECALL PROCEDURES

#### A. Layoff Procedure

-54 When an employee is to be laid off, the following layoff procedure shall apply:

- a. Layoffs shall be by and from the seniority unit.

- b. The employee with the least classification seniority in a classification that is affected shall be removed from the classification first, provided that the employees remaining in the classification have the ability to do the work available.
- c. Such removed employee shall be transferred, conditioned upon ability to do the work, to replace an employee with less classification seniority in a classification assigned to the next lower pay grade in the seniority unit. If there is no such employee in a classification assigned to the next lower pay grade in the seniority unit, this procedure shall be applied to classifications assigned to each succeeding next lower pay grade in the seniority unit until the appropriate employee is laid off.
- d. Seniority employees who are to be laid off for an indefinite period of time will have at least seven (7) days notice of layoff, and wherever possible a two (2) week notice shall be given. The local Union shall be mailed a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

#### B. Recall Procedure

-55 When an employee is to be recalled to work from layoff, or there is to be a return to a classification from which an employee was removed as a result of a layoff, the reverse application of the layoff procedure shall be applied before hiring or making a promotion.

#### C. Classification Seniority

-56 For the purpose of this Article, an employee shall accrue classification seniority in all classifications assigned to lower pay grades in the seniority unit equal to the length of time in the higher classification as well as accrue classification seniority as defined in Section A. c. of Article 7. In addition and notwithstanding Section A. c. of Article 7, he/she shall continue to accrue classification seniority in all classifications to which he/she was previously assigned.

#### D. Liability

-57 A grievance involving compliance with this Article shall begin at Step II of the Grievance Procedure, provided it is submitted in writing at Step II of the Grievance Procedure within five (5) working days after facts are known or should reasonably have been known giving rise to the grievance.

-58 Liability of the Employer for failure to apply correctly any provision of this Article, shall commence not earlier than the date of submitting the written grievance alleging such violation at Step II of the Grievance Procedure, providing the Employer sends a copy of Notice of Recall to the Union.

### ARTICLE 12

#### GRIEVANCE PROCEDURE

##### A. General

-59 A grievance is a difference between the Employer and the Union which involves an employee or groups of employees and concerns (1) working conditions or (2) the interpretation or application of any provision of this Agreement.

-60 The time elements in the steps can be shortened or extended by mutual written agreement. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.

-61 A grievance concerning alleged safety hazards may be processed directly to Step I of the Grievance Procedure.

-62 Any grievance not presented for disposition through the grievance procedure within ten (10) working days of the date of the occurrence of the conditions giving rise to the grievance, or within ten (10) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

-63 If the Union fails to file an appeal within the stipulated time limits, the grievance will be considered settled based upon the last answer submitted by the Employer.

-64 If the Employer fails to respond to the grievance at any step within the specified time limits, the Union may appeal the grievance to the next step of the procedure.

-65 An employee having a grievance may present it orally to his/her supervisor. In the event an employee desires that his/her steward be present, he/she shall make his/her request through the supervisor, and the supervisor shall send for the steward.

#### B. Step I

-66 In the event the grievance is not settled orally by the supervisor, the steward shall submit the grievance in writing to the Director of Utilities within ten (10) working days of the oral discussion. The employee and the steward shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The Director of Utilities shall schedule a meeting with the Union within ten (10) working days of the appeal and render a decision in writing within ten (10) working days of his/her meeting.

#### C. Step II

-67 Any appeal of a decision rendered by the Director of Utilities shall be presented in writing to the Administrative Head or his/her designee within five (5) working days of the date of receipt of the written decision of the Director of Utilities. The appeal shall state the reason or reasons why the decision of the Director of Utilities was not satisfactory.

-68 The Administrative Head or his/her designee shall schedule within five (5) working days a meeting with the Union at a time mutually agreeable to them.

-69 The Administrative Head or his/her designee shall then give his/her decision in writing to the Union within five (5) working days of the meeting.

#### D. Step III

-70 If the decision of the Administrative Head is not satisfactory to the Union, it shall be appealed to the Office of Employee Relations within five (5) working days of the receipt of the answer from the Administrative Head.

-71 Upon receipt of the appeal, the Office of Employee Relations will within five (5) working days schedule a meeting with the Union to discuss the grievance. The Office of Employee Relations will render a disposition of the grievance within ten (10) working days of the meeting.

#### E. Step IV

-72 If the Office of Employee Relation's answer is not satisfactory, an appeal to arbitration will be filed within fifteen (15) working days of the receipt of the Office of Employee Relation's answer.

-73 The parties will meet within ten (10) working days of the receipt of the appeal to choose a mutually acceptable arbitrator. If the parties fail to agree upon an arbitrator, a demand will be filed by the Union with the American Arbitration Association within five (5) working days. The rules of the American Arbitration Association will apply to all arbitration hearings.

-74 The arbitrator shall not have jurisdiction to add to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of any of the parties hereto.

-75 Any case appealed to an arbitrator on which he/she has no power to rule shall be turned back to the parties without decision.

-76 The fees and approved expenses of the arbitrator shall be borne equally by the University and the Union.

-77 The arbitrator shall render his/her decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

-78 The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union, and there shall be no strike, slowdown, curtailment or interruption of operation, or lockout as a result of such decision.

-79 The Union will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board of a decision of the Arbitrator so long as the Arbitrator has not exceeded his/her contractual or legal authority. The Employer shall not appeal the decision of the Arbitrator to any Court or Labor Board so long as the Arbitrator has not exceeded his/her contractual or legal authority.

## ARTICLE 13

### REPRIMAND, SUSPENSION, OR DISCHARGE

-80 The Employer shall not discharge or take other disciplinary action without just cause. By way of illustration, but not by way of limitation, just cause includes any act or omission which interferes with or affects in any way the orderly and efficient administration or operation of the University, any violations of this Agreement, any violation of a reasonable rule, regulation, or requirement, whether or not written, which is known, or reasonably should have been known by an employee, provided, however, any new rule, regulation or requirement shall not be contrary to the terms of this Agreement. Disciplinary action shall be on a timely basis dependent on the facts and circumstances involved, including the time taken in investigating and analyzing the facts and circumstances. Disciplinary action will be either progressive or summary in nature. In

imposing any discipline on a current charge, the University will not take into account any prior infractions of which the University had knowledge, which occurred more than two (2) years previously.

-81 A grievance which (1) concerns a disciplinary action or discharge of a non-probationary employee and (2) alleges that no cause in fact existed, or that a disciplinary action was taken arbitrarily and was excessive, may be processed through the Grievance and Arbitration Procedures, provided it is submitted in writing within ten (10) working days after receipt by the employee and the Chief Steward of the Employer's written notification of the disciplinary action. A grievance over a written letter of reprimand shall be submitted by the Steward at Step II of the grievance procedure, whereas a grievance over a suspension or discharge shall be submitted at Step III. The notification shall include the nature of the cause and the extent of the action taken. Failure to submit a written grievance by the employee within the ten (10) day period shall constitute a waiver of all claims concerning such disciplinary action or discharge.

## ARTICLE 14

### MEDICAL DISPUTE

-82 In the event of a dispute involving any employee's ability to perform his/her job on his/her return to work at the University from a layoff or leave of absence of any kind and the employee is not satisfied with the determination of a physician designated by the University, he/she may submit a report from a medical doctor of his/her own choosing and at his/her own expense. If the dispute still exists, and at the request of the Union, the Employer and the Union shall agree upon a third medical doctor to submit a report to the Employer, the Union and the employee, and the decision of such third party will be binding on all parties. The expense of the third party shall be shared equally by the Employer and the Union.

## ARTICLE 15

### CLASSIFICATIONS AND WAGES

#### A. Wage Schedule

-83 Wages shall be paid in accordance with the Wage Schedule as set forth in Appendix I, provided, however, an employee assigned to a classification will progress from one step to the next only if his/her performance is satisfactory. An employee's performance will be presumed satisfactory unless he/she is notified to the contrary in writing by the Employer. Any such pay progression increase shall take effect on the anniversary date.

- a. A \$425.00 tool allowance for maintenance series employees will be paid on the final payday in June in each year of this Agreement.
- b. Effective December 16, 2014, the minimum and maximum of each grade level shall be adjusted by 2.5% (two and one half percent). Each employee on the active payroll on that date shall have his/her base rate of pay increased by 2.5% (Two and one half percent).
- c. Effective December 16, 2015, the minimum and maximum of each grade level shall be adjusted based on the January 1, 2014 through December 31, 2017 Memorandum of Understanding as agreed to between the parties.

- d. Effective December 16, 2016, the minimum and maximum of each grade level shall be adjusted based on the January 1, 2014 through December 31, 2017 Memorandum of Understanding as agreed to between the parties.
- e. Effective December 16, 2017, the minimum and maximum of each grade level shall be adjusted based on the January 1, 2014 through December 31, 2017 Memorandum of Understanding as agreed to between the parties

-84 Any individual who is working out of his/her classification within Local 324 will receive the rate of that classification or his/her regular rate, whichever is the greater.

#### B. New, Changed, or Eliminated Classifications.

-85 The Employer retains the right to eliminate, change, establish and evaluate classifications and establish the pay grades therefore provided, however, the classifications and the pay grades therefore, set forth in the Wage Schedule, and new or changed classifications which may be placed in the Wage Schedule, shall remain in effect during the term of this Agreement unless the job content of a classification is substantially changed.

-86 In the event a new classification is established or an existing classification is changed, the Employer shall place it in an existing pay grade in the Wage Schedule, or in a new pay grade, on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of existing classifications. If a new pay grade is established, it shall be structured to maintain the hourly rate differential between the lowest two pay grades or the highest two pay grades, in the Wage Schedule, as the case may be, unless otherwise mutually agreed to by the Union and the Employer.

#### C. Procedure for Establishment of New or Changed Classifications and Placement in the Wage Schedule.

-87 The following procedure will be followed whenever a new or changed classification is placed in the Wage Schedule as provided in Section B:

- a. The University shall provide the Union with a written classification description of the new or changed classification which shall describe the job content sufficiently to identify the classification.
- b. Upon receipt of the Employer's description, a reasonable number of union officials may meet with representatives of the Employer to discuss the new or changed classification and the placement in the Wage Schedule.
- c. If there is disagreement with the place in the Wage Schedule, a grievance concerning compliance with Section B. of this Article may be processed through the Grievance and Arbitration Procedures, provided it is submitted in writing at Step II of the Grievance Procedure within five (5) working days after the Union is afforded the opportunity to discuss the matter with the Employer. If such a grievance is processed through the Arbitration Procedure, the arbitrator shall have no power or authority to establish or change any wage, but only to determine whether placement in the Wage Schedule has been made in accordance with Section B. of this Article.

## ARTICLE 16

### WORK SCHEDULES

-88 A normal schedule of work for a full-time employee shall be eight (8) hours per day and forty (40) hours per week, excluding non-paid lunch periods. This Section shall not be construed as and is not a guarantee of any hours of work per day or per week. The normal schedule of work for full-time operations series employees shall be twelve (12) hours per day including lunch periods. The shift schedule for the operations series, except the relief shift operator, is described as follows:

#### Operations Series Shift Schedule

1. First shift (days): 6:30 a.m. to 6:30 p.m.
2. Second Shift (Grave yard): 6:30 p.m. to 6:30 a.m.

Three nights worked followed by three days off; then four days worked, followed by seven days off; then four nights worked, followed by three days off, followed by three days worked, followed by one day off. A thirty-six (36) hour work week followed by a forty-eight (48) hour work week.

The normal schedule for the relief shift operator and operators in training will be four (4), eleven (11) hour days including lunch periods. The shift schedule is; Monday through Thursday, 6:30 a.m. – 5:30 p.m., forty-four (44) hours per week.

Operators will be allowed to refuse the overtime of the forty-eight (48) hour week anytime during the week.

In the operations series, when paid absence time is used during the scheduled premium hours, that time shall be paid at straight time.

-89 The Employer will give an employee at least seven (7) calendar days notice of his/her assigned schedule of work, and as much notice as is practicable of any changes therein. Changes for other than employees assigned as operational relief will not be made with less than seven (7) calendar days notice except for temporary work situations caused by unforeseen events and employee absences exceeding one work day. For employees assigned to the day shift maintenance series, working hours will be Monday through Friday, 7:30 a.m. to 4:00 p.m.

-90 Lunch periods shall be scheduled as to time and duration by the Employer. Lunch periods of thirty (30) minutes shall be unpaid. Employees who are not given time off from work for lunch periods will be permitted to lunch during working hours provided such lunching does not interfere with work or the orderly and efficient operation of the University.

-91 Except for employees when assigned to operational work at fixed duty stations, there may be a rest period when work can be interrupted which shall be taken at a time and place and in a manner determined by an employee's immediate supervisor. Such rest period shall be with pay and shall not exceed fifteen (15) minutes for each four (4) hours of work. The rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently it may not be used to cover an employee's late arrival to work or early departure, to extend the lunch period, nor may it be regarded as accumulative if not taken.

-92 All employees shall be at the place designated by their immediate supervisor, ready for work, at their starting time and shall remain at their work site and continue working until the end of their working period unless otherwise instructed or excused by their immediate supervisor.

## ARTICLE 17

### SHIFT PREMIUM

-93 A shift premium of one dollar (\$1.00) per hour shall be paid to any employee who starts work on or after 2:30 p.m. and before 10:30 p.m.

-94 A shift premium of one dollar twenty-five cents (\$1.25) per hour shall be paid to any employee who starts work on or after 10:30 p.m. and before 6:30 a.m., and shall continue to be paid the premium if the employee is scheduled or assigned to work the concurrent day shift. For twelve (12) hour shift employees, a one dollar fifty cents (\$1.50) per hour shift premium shall be paid to any employee scheduled to work a twelve hour shift that starts work on or after 6:30 p.m. and before 6:30 a.m.

-95 An employee who works other than his/her scheduled hours shall continue to receive the applicable shift premium, if any, determined by his/her starting time, except if he/she works a full eight (8) hour shift, he/she shall be paid the shift premium for that shift, or the shift premium for his/her first eight (8) hours, whichever premium is greater.

-96 Employees who are normally assigned to work days and who are scheduled to work on the second or third shifts shall receive the appropriate premium pay.

-97 The employee will not receive shift premium for hours for which he/she is paid but does not work such as but not limited to, Sick Leave, Vacation, Funeral Leave, Jury Duty, Personal Leave Day, etc.

## ARTICLE 18

### OVERTIME

#### A. Overtime Premium

-98 An overtime premium computed at one and one-half times the employee's hourly rate will be paid for the time worked (1) in excess of eight (8) hours in a calendar day for maintenance series personnel and twelve (12) hours in a calendar day for operations personnel or (2) in excess of forty (40) hours in a calendar week or (3) on a shift which starts before the employee has had eight (8) hours off since his/her previous shift.

#### B. Pyramiding

-99 Overtime premium shall not be pyramided, compounded or paid twice for the same time worked except for work performed on a holiday.

## C. Scheduling

-100 For the purpose of this article scheduling will be defined as follows:

- a. If requested to work overtime, an employee will normally do so unless he/she is excused. The Employer will endeavor to give employees advance notice of overtime assignments when practicable under the circumstances. An employee in the maintenance series will not be transferred to another classification for the purpose of avoiding overtime.
- b. Provided they have had eight (8) hours off in between occurrences, an employee, at his/her option, with the discretionary approval of the Employer, may work double shifts when overtime is required.

## D. Distribution

-101 Overtime within the seniority unit as defined in Article 7 shall be distributed as equitably as practicable among employees assigned to the same classifications within the seniority unit. It shall not be necessary to call in an employee to work rather than extend the shift of an employee at work.

-102 Employees who work overtime or who are assigned overtime and do not work, whether excused or not, shall be charged for the overtime in accordance with the practices as found in the Rules Governing Overtime for Power Plant Employees. Any inequitable distribution will be rectified in the future scheduling of overtime.

## ARTICLE 19

### CALL-IN AND REPORTING PAY

#### A. Call-In

-103 An employee reporting for emergency duty at the Employer's request for work which he/she had not been notified of in advance and which is outside of and not continuous with his/her regular work period, shall be guaranteed at least three (3) hours pay and three (3) hours work at the rate of time-and one-half. This paragraph shall apply when an employee is contacted away from the workplace for unscheduled emergency duty. An employee contacted away from the work place and who begins work within three (3) hours of a regular shift starting time shall receive the full three hours call-in pay at time-and-one-half.

When an employee has arrived at the workplace for a regularly scheduled shift and is then assigned to begin work early, this paragraph does not apply. If the employee is assigned to begin work early also completes the regular schedule of work, then the employee will be paid for actual time worked before the start of the regular shift at time-and-one-half, or a one-half-hour minimum at time-and-one-half, whichever is greater.

#### B. Reporting

-104 An employee who has not been notified in advance that no work is available and who reports for scheduled work will receive three (3) hours pay at his/her base rate of pay.

## ARTICLE 20

### ABSENCES

-105 An employee is expected not to absent himself/herself from work for any reason other than personal illness without making prior arrangements before the start of his/her shift with the supervisor. Unless such prior arrangements are made, an employee who, for any reason fails to report for work must immediately notify the supervisor of his/her reason for being absent unless for unforeseen circumstances acceptable to the employer. If the absence is to continue beyond the first day the employee must notify the supervisor on a daily basis unless otherwise arranged with and specifically approved by the supervisor. Absences without proper notice, use of sick leave under false pretense and excessive absenteeism is subject to disciplinary action including termination.

## ARTICLE 21

### HOLIDAY PROVISIONS

-106 The designated Holidays are as follows:

ALL PERSONNEL				
MEMORIAL DAY	MAY 25, 2015	MAY 30, 2016	MAY 29, 2017	MAY 28, 2018
LABOR DAY	SEPT. 7, 2015	SEPT. 5, 2016	SEPT. 4, 2017	SEPT. 3, 2018
THANKSGIVING	NOV. 26, 2015	NOV. 24, 2016	NOV. 23, 2017	NOV. 22, 2018
THANKSGIVING	NOV. 27, 2015	NOV. 25, 2016	NOV. 24, 2017	NOV. 23, 2018

MAINTENANCE PERSONNEL				
INDEPENDENCE DAY	JULY 3, 2015	JULY 4, 2016	JULY 4, 2017	JULY 4, 2018
CHRISTMAS	DEC. 25, 2014	DEC. 24, 2015	DEC. 23, 2016	DEC. 25, 2017
CHRISTMAS	DEC. 26, 2014	DEC. 25, 2015	DEC. 26, 2016	DEC. 26, 2017
NEW YEARS	JAN 1, 2015	DEC. 31, 2015	DEC 30, 2016	JAN 1, 2018
NEW YEARS	JAN. 2, 2015	JAN. 1, 2016	JAN. 2, 2017	JAN. 2, 2018

OPERATIONS PERSONNEL				
INDEPENDENCE DAY	JULY 4, 2015	JULY 4, 2016	JULY 4, 2017	JULY 4, 2018
CHRISTMAS	DEC. 24, 2014	DEC. 24, 2015	DEC. 24, 2016	DEC. 24, 2017
CHRISTMAS	DEC. 25, 2014	DEC. 25, 2015	DEC. 25, 2016	DEC. 25, 2017
NEW YEARS	DEC. 31, 2014	DEC. 31, 2015	DEC. 31, 2016	DEC. 31, 2017
NEW YEARS	JAN. 1, 2015	JAN. 1, 2016	JAN. 1, 2017	JAN. 1, 2018

-107 Whenever one of the holidays falls on a Saturday and the employee does not work on this day or on a scheduled day off in the employee's work week and no other day is observed as a holiday by the Employer, the employee will receive an alternate day off with pay, the time to be arranged with his/her supervisor. Whenever any of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday, except for the day before or after Christmas Day and the day before or after New Year's Day which shall be considered separate each year.

-108 If the employee fails to work on a holiday when assigned or is absent on either his/her regularly scheduled working day immediately preceding or his/her regularly scheduled working day immediately following the holiday he/she will not be paid for the holiday unless his/her absence is excused because of personal sickness or injury or other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him/her to meet his/her employment obligation.

-109 If an employee terminates his/her employment for reasons other than retirement, he/she will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his/her projected terminal vacation leave.

-110 In addition to eight (8) hours holiday pay for maintenance series and twelve (12) hours holiday pay for operations series, an employee who works on the holiday will be paid two (2) times his/her hourly rate and shift premium if applicable but in no event shall he/she receive more than a total of three (3) times his/her hourly rate and shift premium if applicable for the time worked.

## ARTICLE 22

### SICK LEAVE

-111 Every regular full-time employee shall accumulate and be credited with 104 hours of paid sick leave per year, to be credited at the rate of four (4) hours for each completed biweekly payroll period. Employees may use sick leave after they have completed their first month of service. Maximum accrual is 1,400 hours.

-112 Sick leave shall be available for use by employees for the following purposes:

- a. Acute personal illness or incapacity over which the employee has no reasonable control.
- b. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- c. Medical and dental care or treatment to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.
- d. Illness or disability associated with pregnancy when a physician indicates that the employee is unable to perform all of the duties of his/her job.
- e. Absence from work because of illness in the immediate family, not to exceed sixty-four (64) hours sick leave per year. Immediate family is defined as: spouse, children, parents and anyone living within the household of the employee.

-113 All employees shall accumulate sick leave from the date they are hired.

-114 A seniority employee who suffers injury compensable under the Workers' Compensation Act shall continue to receive his/her regular rate for time lost during the first seven (7) days not covered by the Workers' Compensation Act provided he/she follows the instruction of a physician as determined by the University, and provided he/she returns to work not later than the time recommended by an appropriate medical authority. In the event of dispute, the Medical Dispute clause of this Agreement shall apply as regards to the settlement of such dispute. Following the first seven (7) days, such seniority employees shall be paid the difference

between his/her regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his/her sick leave is exhausted.

-115 Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation credits.

-116 Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

-117 Employees who leave to enter the Armed Forces of the United States under the provisions of a selective service act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon reemployment by the Employer, have available any unused sick leave previously earned; provided that such reemployment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

-118 An employee using sick leave during a period that includes a scheduled holiday will be paid his/her base rate of pay for the holiday. He/She cannot be paid for both on the same day, nor will he/she be charged for a day of sick leave.

-119 Each supervisor shall be responsible for reviewing employee requests for sick leave and may with prior notice to the employee request a statement from the employee's personal physician or at the University's request and expense, a physician of the University's choice concerning the employee's disability. An employee is required to give prompt notification to the supervisor of the necessity for taking sick leave. Notification is to be provided by the employee before the beginning of the employee's shift so that the supervisor can make arrangements for the work schedule. An employee shall notify the supervisor of absences in accordance with Article 20.

-120 All payments for sick leave shall be made at the employee's current base rate of pay. Accrued sick leave credits shall be used prior to receiving leave for illness or disability.

## ARTICLE 23

### VACATIONS

-121 Vacations with pay shall be credited at the end of each month based on an employee's length of continuous full-time employment as shown in the following plan:

Service Months	Accrual	Annual Accrual	*Special Max Accrual
Completion of 6 months	48 hours		
Beginning of 7 <sup>th</sup> month through 60 <sup>th</sup> month	8 hours per mo.	96 hours	120 hours
Beginning of 61 <sup>st</sup> month through 120 <sup>th</sup> month	12 hours per mo.	144 hours	180 hours
Beginning of 121 <sup>st</sup> month	16 hours per mo.	192 hours	240 hours

\*Employees are expected to take their annual accrual each year. In no circumstances will the accrual exceed the amount shown in the schedule under "Special Maximum Accrual."

-122 Vacation will not accrue during an approved leave of absence without pay or layoff, while on regular Workers' Compensation, during an extended military leave of absence, during a terminal vacation period or in excess of the Special Maximum Accrual.

-123 An employee's vacation pay shall be at his/her base rate.

-124 If a University designated holiday falls within an employee's vacation, he/she will be paid his/her base rate for the holiday and will not be charged for the vacation. When an employee terminates he/she shall be paid for any unused vacation but will not be paid for the University designated holidays which may fall within the terminal vacation period, unless the employee is on a vacation period immediately preceding retirement, in which case the Employee shall receive holiday payment.

-125 An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his/her vacation allowance under the progressive vacation plan. All other leaves of absence will be considered a break in an employee's service record in determining vacation allowance.

-126 a. An employee may take his/her vacation at any time in the course of the calendar year as long as it conforms with the requirements of the individual department. Vacations taken for at least one week at a time will be given preference over shorter vacations. It is permissible for an employee to vary his/her schedule if approved by his/her supervisor. Vacation may not be taken in less than 8 hour increments. Overhaul schedules will be posted on or about March 1 of each year and vacation requests must be submitted by March 31 for the period April 15 to April 15 of the following year. The Employer will review the vacation requests and will publish an approved schedule by April 15. Vacations for maintenance series employees, except fuel crew, may be limited during Boiler and Turbine overhaul periods.

b. In cases of emergency where personal leave time has been exhausted, vacation time in increments of less than one day may be utilized, subject to the approval of management.

-127 In the event of a dispute regarding the choice of vacation time, requests for five-days (1 week blocks) will take precedence over shorter periods. If a conflict still exists, the seniority employee will be given his/her choice as follows:

a. For the operations series, classification seniority will be used to make vacation determinations within a classification title.

b. For all other employees, the seniority used for resolving vacation conflicts shall be the earliest hire date in the crew:

1. Mechanic Crew (Power Plant Mechanic I, II or III)
2. Technician Crew (Power Plant Technician I, II or III)
3. Fuel Crew (Fuel Systems Operator II or III)
4. Waterworks Crew (Waterworks Operator I or II)
5. Power Plant Helpers

## ARTICLE 24

### PERSONAL LEAVE DAY

-128 Personal leave with pay is granted to regular, full-time employees for the purpose of attending to, or caring for personal matters. Each employee, effective July 1, shall be credited with three (3) personal leave days. If hired after July a fractional amount shall be credited, as follows:

July through December	24 hours
January through March	12 hours
April through May	6 hours
June	0 hours

-129 The personal leave day, or fraction thereof, credited to each full-time, continuous employee shall be utilized and charged to him/her in increments of not less than one (1) full hour.

-130 The personal leave day, or any fraction thereof, shall not be utilized during an absence for vacation, sick leave or during any other leave of absence.

-131 No carry-over of unused personal leave day credit from one fiscal year to another shall be allowed.

-132 The employee shall obtain the approval of his/her Supervisor prior to being absent for all, or any part, of the three (3) personal leave days.

## ARTICLE 25

### FUNERAL LEAVE

-133 If death occurs among members of an employee's immediate family, the employee, upon notification to the supervisor, will be excused from work for three (3) consecutive work days without loss of pay to attend the funeral and make other necessary arrangements. In the case of death of the employee's or the employee's spouse's uncle, aunt, nephew or niece, the employee will be excused from work without loss of pay for one (1) day, the day of the funeral, to attend the funeral.

-134 Definition of employee's immediate family: The employee's immediate family shall be interpreted as including: spouse, child, parent, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, stepparent, half brother, half sister, stepbrother, and stepsister.

-135 During an employee's assigned shift, permission will be granted without loss of pay to a reasonable number of employees in a unit who wish to be excused from work to attend the funeral of a fellow employee or former employee provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

## ARTICLE 26

### JURY DUTY

-136 A. An employee who loses time from work during his/her normal schedule of work because of jury duty, or called to testify pursuant to a court-issued subpoena provided that the employee is not a party to the legal action OR that the subpoena does not require the employee to testify against the University, shall be paid for such time lost at his/her base rate of pay. Jury duty fees shall be offset against such pay as described in B, below. Except as otherwise provided in this Agreement, such jury duty shall be considered time worked. The employee shall furnish the Employer a written statement from the court showing the days and time of jury duty and the amount of jury fees he/she was eligible to receive for each day. The employee will report for available work when released from jury duty.

B. The following will apply to Article 26, Jury Duty Pay:

1. Employees serving on jury duty, who are absent from work for eighty (80) continuous hours or less, will receive their regular pay and will not be required to submit proof of jury duty payment to the University. They must, however, still submit proof of jury duty service to their supervisor.
2. Employees serving on jury duty who are absent from work for more than eighty (80) continuous hours will be required to submit proof of jury duty payment to their supervisor to facilitate the offset and adjustment of their regular, straight-time base pay by jury duty payments or witness fees received from the court.

-137 Whenever practicable and notwithstanding the then existing schedule or work of other employees, an employee while on jury duty will be assigned to the day shift.

## ARTICLE 27

### UNION EDUCATION LEAVE

-138 Leaves of absence with pay shall be granted to employees who are elected or selected by the Union to attend educational class conducted or arranged for by the Union pursuant to the following conditions:

- a. Requests by the Union for authorization of union education leave for any employee shall be submitted in writing so as to be received by the Director of Utilities at least fourteen (14) calendar days prior to the date such leave is to commence.
- b. No more than two (2) employees shall be authorized to be on union education leave at any one time.
- c. Maximum number of working days of authorized union education leave shall not exceed ten (10) working days for all employees collectively during each twelve (12) consecutive month period commencing on the effective date of this Agreement.

## ARTICLE 28

### PERSONAL LEAVE

-139 Leaves of absences without pay up to three (3) months may be granted in cases of exceptional need for those employees who have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's family, child care, temporary termination of the employee's work, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended for additional three (3) month periods, but the total time shall not exceed one (1) year. If a personal leave of absence without pay, because of temporary termination of the employee's work, lasts for a period of thirty (30) days or more, the employee may be required to take another physical examination before returning to work.

## ARTICLE 29

### LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY

-140 A non-probationary employee who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick leave payments and vacation payments shall be granted a leave of absence without pay upon furnishing evidence of disability satisfactory to the Employer. The leave of absence shall be for the period of continuing disability, but not to exceed six months, unless extended by the Employer. Extensions will not be denied unreasonably, but in no case shall a leave and extensions exceed two years or the employee's University seniority, whichever period of time is the lesser. The leave of absence may be terminated at any time if the employee fails to furnish satisfactory evidence of continuing disability.

## ARTICLE 30

### MILITARY LEAVE

#### A. Short Tours of Duty

-141 Employees who belong to the National Guard, United States Reserve Corps, or other Federal or State recognized military organizations, will be allowed up to fifteen (15) calendar days leave of absence when ordered to active duty for training. In the event these same employees are ordered to active duty by order of the President or Governor for the purpose of handling civil disorders, they will be allowed a maximum of ten (10) additional calendar days leave of absence during a fiscal year for said disorders. The Employer will pay the difference between the employee's military pay and base rate of pay, if his/her military pay is less. If the employee takes military leave during his/her vacation, he/she will receive only his/her vacation pay. The Employer will allow release time for weekend duty, and if the Employee is working the night shift before having to report in the morning for military duty, the Employer will grant release time for the preceding night shift.

#### B. Extended Service

-142 Upon application, a military leave of absence (without pay) will be granted to eligible employees. This applies to employees who are inducted through a selective service system or voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component of the Armed Forces of the United States.

## ARTICLE 31

### LEAVE FOR UNION BUSINESS

-143 Members of the Union elected to local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter.

-144 If the member's position or work for which these leaves were granted is terminated for any reason, the Union shall within ten (10) calendar days notify the Employer in writing of the termination date. The member shall within the same ten (10) calendar day period advise the Employer in writing of his/her intent to return to the University and shall return to work within thirty (30) calendar days of the termination date or forfeit all rights of employment with the Employer.

-145 If the leave of absence exceeds one (1) year it will be necessary for the employee to take a physical examination at the Health Center before returning to work. Not more than one employee at a time will be granted a Union leave of absence.

## ARTICLE 32

### GENERAL CONDITIONS

#### A. Leave of Absence with Pay

-146 Leaves of absence with pay may be granted for purposes as described in Articles 21 through 27. An employee shall accrue sick leave credits and vacation credits during a leave of absence with pay. His/her University benefits will, and employee optional benefits may, continue for the duration of the leave.

-147 All requests of leaves of absence shall be made with the employee's immediate supervisor.

-148 A record of vacation, sick leave and personal leave balances shall be maintained for the seniority unit by classification and posted monthly

#### B. Leave of Absence Without Pay (Including Layoff)

-149 Regular employees who have completed their probationary period are eligible for unpaid leaves of absence. They may be taken for the reasons specified in Articles 28 through 31.

-150 All leaves of absence must be approved by the supervisor, administrative head of the unit, and Human Resource Benefits.

-151 During an unpaid leave of absence or layoff, an employee will not accrue vacation or sick leave nor be eligible for any payments for time off work provided by this Agreement.

-152 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during leaves of absence or extensions, and layoffs.

-153 Any employee who obtains a leave of absence under false pretense or uses the leave for purposes other than for which it was obtained shall be subject to immediate discharge.

-154 The employees must check with the Benefits Office about maintaining the employee group life insurance and health insurance during leaves of absence subject to and consistent with these plans.

## ARTICLE 33

### RETURN TO ACTIVE EMPLOYMENT

-155 Return to active employment prior to the expiration of any leave of absence, or any extension, shall be at the option of the Employer. The Employer, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee before returning him/her to active employment. An employee returning from a leave of absence will be placed in his/her former classification or equivalent classification unless the Employer's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so. In such event the employee will be placed in an equivalent classification or other as the circumstances dictate.

## ARTICLE 34

### EDUCATIONAL ASSISTANCE

-156 The University agrees to pay the tuition cost (up to an amount equal to fifty percent (50%) of the MSU undergraduate tuition credit rate (not to exceed fourteen (14) credits per academic year)) for members of the bargaining unit who enroll in job related courses through M.S.U. or Lansing Community College or from those institutions accredited by generally recognized accrediting agencies and/or are listed in the Educational directory of the U.S. Department of Education. In addition, institutions approved under such government training programs as the G.I. Bill of Rights will also be accepted.

-157 Approval of courses must be secured prior to enrollment through the Director of Utilities. The Union may request a special conference with the Director of Employee Relations should a disagreement arise over this provision. Said conference will be conducted on a timely basis.

-158 Full-time employees may apply for reimbursement of tuition of up to two (2) classes up to five (5) credits for two (2) semesters and up to two (2) classes up to four (4) credits for the remaining semester for a total of fourteen (14) credits per academic year.

#### -159 Non-credit Courses and Non-credit Instructional Activity (NCIA)

Except as specifically provided below, all general provisions of educational assistance apply.

- a. Employees may apply for reimbursement and released time for one non-credit instructional activity (NCIA) for one (1) semester and two (2) non-credit instructional activities (NCIA) for the remaining semester. For this purpose, semesters shall be defined as:

Fall: September - December  
Spring: January - May  
Summer: Mid-May - August

- b. Only job-related NCIA's which are offered through the MSU Lifelong Education Programs (e.g., Continuing Education, Evening College), M.S.U. Computer Laboratory, Davenport College, Lansing Community College, High School Adult Education Programs or other Employer approved educational/training programs are reimbursable.
- c. If an NCIA or non-credit course only is being taken during a semester, reimbursement will not exceed \$200. For an NCIA, up to twenty-four (24) hours released time may be granted. The released time for an NCIA may occur in one week or be spread throughout the semester.
- d. If an NCIA is being taken during the same semester as a course as per Paragraph 159a, the total reimbursement will not exceed the MSU rate per credit for five (5) credit hours for two (2) semesters and four (4) credit hours the remaining semester. The employee may apply for released time either for courses or the NCIA's, but not for both.
- e. Approved application for non-credit and/or non-MSU courses should be retained by the employee and submitted with verification of successful course completion (certificate from the course signed by the instructor or an NCIA certification of successful completion form from Benefits Office signed by the instructor, or a copy of the official grade card), and proof of course cost for non-credit courses (canceled check or receipt), within 15 working days of successful course completion or receipt of grade.

-160 Course Fee Courtesy - Full-time employees with sixty (60) full-time equivalent service months are eligible for the course-fee courtesy program as it is provided to the faculty of the University.

## ARTICLE 35

### HEALTH CARE COVERAGE

- 161 Health care programs for the life of this Agreement are subject to the 2014 Memorandum of Understanding between Michigan State University and the MSU Coalition of Labor Organizations (MSU/Coalition Memorandum) separately ratified and signed by IUOE Local 324.

-162 Regular employees and eligible dependents may enroll for health care coverage. Newly hired employees shall receive benefit coverage beginning on the first day of the month following the date of hire if enrollment occurs within sixty (60) days of initial employment. Please refer to the 2014 Memorandum of Understanding for additional information regarding the provisions of the health care programs.

-163 A. A dental insurance program will be provided to all regular Local 324 members.

- a. Fees for the below mentioned services will be covered on a usual, customary, and reasonable basis with a fifty (50) percent co-payment subject to a \$600 annual maximum.
    - 1. Basic diagnostic, preventative, emergency, palative, restorative, oral surgery, endodontics, periodontics, and prosthodontics subject to a \$600 annual maximum per individual.
    - 2. Orthodontics are subject to a \$600 lifetime maximum per individual.
  - b. The dental insurance program benefits will be provided consistent with the carrier's conditions and procedures.
- B. Employees will have the option to select a managed care dental plan effective January 1, 2016. The program will be provided by a carrier selected by MSU. These benefits will be provided consistent with the carrier's conditions and procedures. Employees choosing this plan shall pay any premium cost greater than the premium cost of the plan described above.

ARTICLE 36

DISABILITY PLANS

A. Long-Term Disability Plan

-164 University-paid Long-Term Disability Plan will be granted to all regular full-time employees with at least 12 continuous full-time equivalent (FTE) service months.

-165 The LTD Program provides, after a minimum 180 day disability waiting period, for a continuation of the monthly wage equal to 60 percent of the monthly base rate of pay, up to a maximum monthly benefit of \$15,000, including any offsets, e.g. benefits from Social Security or Workers' Compensation programs. The long term disability program also pays the employee's 5% contribution and the University's 10% contribution to the MSU 403(b) retirement plan.

-166 The LTD Program includes a 3 percent cost of living rider and a \$50 per month minimum benefit. Benefits are payable as provided below:

<u>Disability Commences</u>	<u>Duration of Benefits</u>
Less than 60	To age 65
60 but less than 65	4 ½ years
65 but less than 69	To age 70
Age 69 or over	1 year

-167 At the Employer's expense he/she may continue to participate in the Employee-Paid Life, Health Care, and Dental Coverage.

-168 For additional information about specific disability plan provisions, contact the Benefits Office.

## B. Extended Disability Plan

-169 Eligibility - Regular employees with at least sixty (60) continuous full-time equivalent service months are eligible for extended disability leave.

-170 Usage - In cases which are expected to result in total disability, eligible employees will be granted extended disability leave with full pay and benefits for up to 180 days from last day worked. Thereafter the remaining aggregate of all paid leave credits will be exhausted before the LTD program begins. However, in no case will LTD benefits begin sooner than 180 days from the date of disability. Employee agrees to repay the University for all Extended Leave Disability benefits paid, if employee does not receive long-term disability benefits.

## C. Workers' Compensation (Long Term)

-171 An employee who is receiving regular Workers' Compensation for a period in excess of 180 days months shall continue, at the Employer's expense, Employee-Paid Life, Health Care and Dental Coverage for the period covered by Workers' Compensation. If it is determined by the Benefits Office that the injured employee will be off work in excess of 180 days, the above benefit may be implemented upon such determination without requiring premium payments from the affected employee.

## D. Accidental Death and Dismemberment (AD&D)

-172 If coverage is desired, the University will make available to regular employees an optional AD&D program. The program is entirely funded from employee premiums and rates are subject to future group experience. The coverage is a term life policy with no cash or loan value and coverage may be selected up to \$1,000,000. Benefits may also be selected for eligible dependents. Employees may enroll within sixty (60) days of initial employment or during the annual open enrollment period.

Complete information concerning the AD&D plan is contained in a booklet which may be obtained from the Benefits Office.

## ARTICLE 37

### BASIC LIFE PLAN

-173 The Employer will provide, at no employee cost, a fully paid life plan to all regular full-time employees at the time of hire.

-174 This program will provide a life benefit in the case of death of an eligible employee on active duty status (including unpaid leaves of absence for 180 days or less). The benefit provided is equal to one times the annual wage (i.e., the basic hourly rate times 2080) up to a fifty thousand-dollar (\$50,000) maximum. Payment for leave accruals shall be made in accordance with MSU Policy.

-175 The employee may designate a beneficiary if desired; if none is designated the life insurance benefit payment will be made to the beneficiary under the Employee-Paid Life Program if enrolled; otherwise payment will be made as defined by the life insurance contract.

## ARTICLE 38

### EMPLOYEE-PAID LIFE

-176 If coverage is desired, the University will make available to regular employees an optional Employee Paid Life program. The program is entirely funded from employee premiums and rates are subject to future group experience. The coverage is a term life policy with no cash or loan value and coverage may be selected up to \$2,000,000. Benefits may also be selected for eligible dependents. Employees may enroll within sixty (60) days of initial employment or during the annual open enrollment period.

-177 Complete information concerning the Employee-Paid Life Plan is contained in a booklet which may be obtained from the Benefits Office.

## ARTICLE 39

### RETIREMENT BENEFITS

#### A. Retirement Program

-178 Michigan State University provides a retirement program with the Teachers Insurance and Annuity Association (TIAA) and its companion organization, College Retirement Equities Fund (CREF), Fidelity Investments or other retirement programs made available through the University and selected by the employee.

-179 Eligibility and Participation - Regular full-time employees are eligible for participation in accordance with the following policies:

- a. The program with University matching contribution is optional to employees under age 35 or who are over age 62 at the time of employment.
- b. The program is required as a condition of employment for employees who have attained age 35 and have twenty-four (24) FTE service months.
- c. Once required participation commences, it is not possible to withdraw from the base retirement options while employed at the University.

-180 Contributions - The 403(b) Base Retirement Program options made available through the University consists of a five (5) percent employee contribution based on the retirement eligible earnings (earnings which are currently used in the calculation of retirement eligible earnings) with the University matching contribution of ten (10) percent made on each applicable employee contribution.

-181 Complete details concerning the provisions of the University's base retirement options are outlined in a brochure which may be obtained from the Benefits Office.

#### B. Additional Retirement Plan Contribution for Employees Hired on and after July 1, 2010

-182 Effective July 1, 2010, Employer "Post Retiree Health" contributions ceased to exist. For regular employees hired on and after July 1, 2010, working half time (50%) or more the Employer will contribute an additional amount to the MSU 403(b) Retirement Plan according to the following chart:

Contribution	
0 through 120.00 Vacation Service Months	½%
120.01+ Vacation Service Months	¾%

The contribution shall be made on the employees' retirement eligible earnings and shall be immediately vested. Employees who leave the employ of the University and later are reemployed shall not receive credit for past employment for the purposes of this paragraph.

-183 University Contributions

- a. MSU's contributions will be deposited into a default investment fund initially at an MSU designated retirement vendor; the employee can redirect to fund(s) of their choice by selecting from core options available in the 403(b) Retirement Plan including the brokerage accounts. Additional information on the default and optional investments is available at [http://www.hr.msu.edu/benefits/retirement/Retirement\\_Enrollment\\_Guide.pdf](http://www.hr.msu.edu/benefits/retirement/Retirement_Enrollment_Guide.pdf).
- b. The accumulated account balance will become 100% vested immediately. For the implementation phase, July 1, 2010 through March 31, 2015, these provisions shall be applied to the employees' benefits eligible date of hire and payment shall be made in a lump sum during the second calendar quarter of 2015. The amount shall be determined as a calculation based upon the employee's retirement eligible earnings times one half percent (.5%) for the benefits eligible employment period. The Employer shall inform each affected employee of the amount of the deposit.

C. Retiree Health Care and Dental Plan Coverage for Regular Employees Hired Before July 1, 2002

-184 Upon official retirement from MSU (age 62 with at least 15 years of service credit or 25 years of service credit at any age), an official retiree may then enroll (or continue enrollment) in the health care and dental plan coverage available to MSU retirees.

MSU will contribute for the official MSU retiree, any eligible spouse or Other Eligible Individual (OEI)<sup>1</sup>, and/or dependent(s), 100% of the University contribution (excluding any Medicare premiums) toward the lowest cost MSU health care and dental plan.

D. Retiree Health Care and Dental Plan Coverage for Regular Employees Hired on and after July 1, 2002 but Before July 1, 2010

-185 Upon official retirement from MSU (age 62 with at least 15 years of service credit or 25 years of service at any age), an official retiree may then enroll (or continue enrollment) in the health and dental plan coverage available to MSU retirees. MSU will contribute, only for the official MSU retiree, 100% of the University contribution (excluding any Medicare premiums) toward the lowest cost MSU health care and dental plan. Enrollment in MSU health care and dental plan coverage may be continued for any eligible spouse, and/or dependent(s) if the official MSU retiree pays the full applicable premium cost for the coverage.

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<sup>1</sup> Employee must have been retirement eligible and the OEI must have been registered prior to January 1, 2009

#### E. Retirement for Employees Hired Prior to January 1, 1973

-186 Effective January 1, 1973, the University Retirement Program ceased to exist. However, to insure that no employee lost credit for prior years of service, the following guidelines were established to provide that an employee will receive no less than what an improved plan formula would give him or her upon retirement.

-187 Those persons employed prior to January 1, 1973, who were 55 years of age or older and/or had 25 years of service on January 1, 1973, could elect to remain subject to the improved University Plan formula described below.

-188 The formula governing the old Retirement Plan was improved by basing pensions on an amount, equal to the highest three (3) year average earnings, multiplied by 2% for each year of service, with a \$3,600 ceiling.

-189 For employees participating in TIAA-CREF and/or other retirement programs made available through the University with a University contribution, this new formula will be applied for each employee at retirement and will become the minimum received by the employee.

-190 The annuity purchased by MSU's contributions to TIAA-CREF and/or other retirement programs made available through the University will be compared to the pension amount as computed in paragraph 188 above, and the employee will receive the larger of the two figures. Employee contributions (retroactive to 1-1-73) will be available as an additional annuity provided the employee meets the minimum retirement requirements.

-191 Those employees not participating in TIAA-CREF and/or other retirement programs made available through the University will have their retirement figured solely on the improved formula plus a 10% addition added to the base pension prior to actuarial reduction or the selection of a survivor option.

-192 Employees who terminate without meeting the minimum provisions for retirement will receive a retirement pension solely from the contributions made to their individual TIAA-CREF annuity contract and/or other retirement programs made available through the University, consistent with the provisions of those contracts.

#### F. University Retirement

-193 University Retirement Defined - University retirement shall be defined as 1) attainment of age 62 with 15 years of employment, or 2) at any age with 25 years of employment. Interruptions in employment of less than one (1) year's duration shall not constitute a break in service as it pertains to retirement.

-194 Employees participating in the Employee-Paid Life Plan at the time of retirement and who were enrolled prior to July 1, 1976, shall receive a \$2,000 life insurance benefit fully paid by the Employer.

-195 An employee who retires under the definition in paragraph 193 shall be paid for fifty (50) percent of his/her unused sick leave, but not to exceed a maximum of twelve hundred (1200) hours as of the effective date of separation.

-196 An employee who does not meet the definition of University Retirement in paragraph 193 but has at least five (5) years, but less than ten (10) years of continuous service and has attained 65 years of age at the time of his/her separation shall be paid fifty (50) percent of

his/her unused sick leave as of the effective date of separation. An employee who does not meet the definition of University Retirement in paragraph 193 but has at least ten (10) years of continuous service and has attained 65 years of age at the time of his/her separation shall be paid one hundred (100) percent of his/her unused sick leave as of the effective date of separation but not to exceed a maximum of one hundred (100) days, unless he/she has received a University contribution to TIAA-CREF in which case he/she will be paid as in paragraph 195 above.

## ARTICLE 40

### SPECIAL CONFERENCES

-197 Special Conferences to discuss important matters but not for the settlement of grievances will be arranged between the local Union Business Representative or his/her designated representative and the Employer or its designated representative upon request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences. This meeting may be attended by the Business Representative of Local 324.

## ARTICLE 41

### SUPERVISION WORKING

-198 It is the policy of the Employer that foremen and supervisory employees shall not perform work in any job classification of a bargaining unit; however, it is understood that occasionally management personnel are required to perform manual tasks such as in emergency situations when regular employees are not immediately available, supervisory employees may be required to perform work within specific job classifications. The same thing is true when operational difficulties are encountered or in the testing of materials. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned and no dispute over the policy stated above shall be occasioned by such demonstration. In those situations, the Union agrees there is no violation of the policy herein stated.

## ARTICLE 42

### WORK BY OTHER EMPLOYEES

-199 Nothing in this Agreement shall be interpreted to interfere with the Employer's right to assign employees outside of the bargaining unit to perform work in the bargaining unit when necessary in accordance with past practice.

## ARTICLE 43

### MAINTENANCE OF CONDITIONS

-200 Full-time employees have the privilege of purchasing season tickets for employee and spouse at employee rates for all home football games and for certain other home athletic events in accordance with rules and regulations established from time to time by the Employer.

-201 Full-time employees have the privilege of using the University library in accordance with rules and regulations established from time to time by the Employer.

-202 Full-time employees have the privilege of using the Intramural facilities and the golf course at employee rates in accordance with rules and regulations established from time to time by the Employer.

-203 Where the wearing of uniforms by employees is required, they shall be furnished by the Employer. The laundering of such uniforms will be without charge to the employees provided the uniforms can be laundered in the University Laundry.

-204 Those employees whose regular duties require special protective clothing will have such items furnished by the Employer and the employee will be required to wear such protective clothing when performing those duties. Leatherface gloves will be supplied on an exchange basis.

-205 Broken and worn-out tools turned in to the Supervisor Maintenance Operations by maintenance series personnel will be replaced.

-206 The current past practice concerning wash-up time shall be maintained.

## ARTICLE 44

### SAVINGS CLAUSE

-207 If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board or court competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union, at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

## ARTICLE 45

### WAIVER

-208 The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or

covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

#### ARTICLE 46

##### CONTRACT DOCUMENTS

-209 The provisions herein contained together with the memorandums of understanding and the appendices hereunto attached constitute the entire Agreement between the parties.

#### ARTICLE 47

##### SUPPLEMENTAL AGREEMENTS

-210 All supplemental agreements shall be subject to the approval of the Employer and the Union.

#### ARTICLE 48

##### RATIFICATION

-211 The Union agrees to submit this Agreement to the employees of the bargaining units covered by this Agreement for ratification by them by February 17, 2015 and the Union will recommend to the employees that it be ratified.

#### ARTICLE 49

##### TERMINATION AND MODIFICATION

-212 This Agreement shall continue in full force and effect until 12:00 Midnight, December 15, 2018, with respect to all provisions of the Agreement.

-213 If either party desires to terminate this Agreement, it shall, between one hundred eighty (180) and sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party or between one hundred eighty (180) and sixty (60) days written notice prior to the current year's termination date.

-214 If either party desires to modify or change this Agreement, it shall, between one hundred either (180) and sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective termination date of this

Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

-215 Notice of Termination Modification - Notice shall be in writing and shall be sufficient if sent by certified mail addressed to the Union and if to the Employer, addressed to the Director of Employee Relations or to any such address as the Union or the Employer may make available to each other.

ARTICLE 50

EFFECTIVE DATE

-216 This Agreement shall become effective as of December 16, 2014.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS

Date Signed \_\_\_\_\_

INTERNATIONAL UNION OF  
OPERATING ENGINEERS LOCAL 324  
324-A, B, C, D, G, H, P, RA, S-AFL-CIO  
500 Hulet Drive  
Bloomfield Township, MI 48302

MICHIGAN STATE UNIVERSITY

\_\_\_\_\_  
Douglas W., Stockwell, Business Manager  
IUOE Local 324

\_\_\_\_\_  
Dr. Satish Udpa, Executive Vice President  
Administrative Services

\_\_\_\_\_  
Scott R. Page, President  
IUOE Local 324

\_\_\_\_\_  
Sharon Butler, Assistant Vice President  
Human Resources

\_\_\_\_\_  
Tom Scott, Recording/Corresponding Sect  
IUOE Local 324

\_\_\_\_\_  
James D. Nash, Director  
Office of Employee Relations

\_\_\_\_\_  
Katheryn L. Elliott, Assistant Director  
Office of Employee Relations

\_\_\_\_\_  
Amy B. Holda, Employee Relations Professional  
Office of Employee Relations

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Michelle Rutkowski, Employee Relations Prof.  
Office of Employee Relations

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Robert Ellerhorst, Director of Utilities  
Power and Water Department

---

Ronald Rushing, Operations Supervisor  
Power and Water Department

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Jennifer McManus, HR Manager  
Physical Plant

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Michelle L. Jacobs, Unit HR Administrator  
Physical Plant

APPENDIX I  
Local 324 Wage Schedule  
Effective December 16, 2014

Lvl	Title	Start	6 Month	12 Month	18 Month	24 Month	30 Month	36 Month	42 Month
<b>Operations</b>									
50	(A)Stationary Engineer-1st	33.68							
51	(B)Stationary Engineer-2nd A	33.09							
51	(B)Stationary Engineer-2nd	31.29	31.58	31.89	32.19	32.49			
52	(C)Stationary Engineer-3rd A	31.89							
52	(C)Stationary Engineer-3rd B	31.29							
52	(C)Stationary Engineer-3rd	30.09	30.37	30.68	30.98	31.29			
53	(D)Boiler Operator II B	29.79							
53	(D)Boiler Operator II C	28.87							
53	(D)Boiler Operator II	27.66	27.98	28.28	28.58	28.87			
55	Boiler Operator I C	27.66							
55	Boiler Operator I D	26.48							
55	Boiler Operator I	16.84	18.04	19.26	20.46	21.67			
57	Boiler Operator Trainee	15.39	16.20	17.52					

Note: The Designation "A", "B", "C" or "D" following a title indicates the employee has successfully completed the training program in, and qualified for promotion to the designated higher level classification

**Maintenance**

51	Power Plant Technician III	30.21	30.65	31.88					
51	Power Plant Mechanic III	30.21	30.65	31.88					
51	Fuel Systems Operator III	30.21	30.65	31.88					
54	Power Plant Technician II	27.24	27.70	28.83					
54	Power Plant Mechanic II	27.24	27.70	28.83					
54	Fuel Systems Operator II	27.24	27.70	28.83					
55	Power Plant Mechanic I	18.36	19.74	20.85	21.84	22.78	23.78	24.74	25.27
55	Power Plant Technician I	18.36	19.74	20.85	21.84	22.78	23.78	24.74	25.27
56	Power Plant Helper	15.85		18.25		20.52			
51	Water Works Operator II	30.24	30.65	31.88					

53 Water Works Operator I \*\*

Start	18.32	
12 month	20.58	D4
24 month	22.30	D3
36 month	24.04	
48 month	25.72	D2
72 month	27.46	
96 month	29.20	D1

\*\* Water Works Operator I's holding D1 licensure will be eligible to progress to a Water Works Operator II with license, satisfactory work performance and supervisory approval. The University agrees to provide necessary release time and pay costs of training or materials in order to obtain the Water Works licensure for anyone in the Water Works Classification.

## APPENDIX II

### DEFINITIONS

Ability To Do The Work: Means physical fitness, a record of competent and efficient performance and other current knowledge which together indicate with reasonable certainty that the work in question will be performed competently and efficiently.

Agreement: Whenever the word "Agreement" is used in this document it shall be considered synonymous with the word "Contract."

Calendar Day: Means the twenty-four (24) consecutive hour period beginning at midnight (6:30 a.m. for shift workers).

Calendar Week: Means seven (7) consecutive calendar days beginning at midnight between Sunday and Monday (6:30 a.m. Monday for shift workers).

Crew: A set of classifications within an occupational series (i.e. the Maintenance Occupational Series includes the Mechanic, Technician, Water Works and Fuel System crews)

Emergency: An unexpected situation or sudden occurrence of a serious and urgent nature that demands immediate attention.

#### Full-Time Equivalent (FTE) Service Months

- A. Full-time equivalent (FTE) service months is defined as the cumulative full-time equivalent (FTE) months of service for University employment of 50.0% or greater. FTE service months will be used in determining eligibility for University benefits which require a service waiting period.
- B. FTE service months will be credited each month as follows:
  - a) 1.00 credit per month for full-time (90% - 100%) employees
  - b) .75 credit per month for 3/4 time (65% - 89.9%) employees
  - c) .50 credit per month for 1/2 time (50% - 64.9%) employees
- C. For new hires, terminations, percent of employment changes, etc., FTE service months will be credited based on an employee's status as of the 15th of the month.
- D. Employees on paid and unpaid leaves of absence or layoff will continue to accrue FTE service months based on their percent of employment immediately prior to the leave/layoff.
- E. Employees meeting the minimum retirement requirements will remain eligible to maintain group hospitalization and dental insurance and receive the Employer's proportional contribution.
- F. If an employee retires with 15 years of service and at least age 62, use the following FTE Service Months ranges to determine their health and dental contribution during retirement.

<u>YEARS</u>	<u>MONTHS</u>	<u>FTE SERVICE MONTHS</u>		
		<u>½ Time</u> (50%-64.9%)	<u>¾ time</u> (65%-89.9%)	<u>Full-Time</u> (90-100%)
15	180	90.00 – 116.99	117.00 – 161.99	162.00 – 999.99

If an employee retires with 25 years of service at any age, use the following FTE Service Month ranges.

<u>YEARS</u>	<u>MONTHS</u>	<u>FTE SERVICE MONTHS</u>		
		<u>½ Time</u> (50%-64.9%)	<u>¾ time</u> (65%-89.9%)	<u>Full-Time</u> (90-100%)
25	300	150.00 – 194.99	195.00 – 269.99	270.00 – 999.99

He/She: Whenever personal pronouns are used in this Agreement, it shall be understood that the gender is neutral.

Hours of Employment Status:

Full-time Employee: An employee who regularly works 36 hours to 40 hours per week.

Three-Quarter Time Employee: An employee who regularly works 26 hours but less than 36 hours per week.

Half-time Employee: An employee who regularly works 20 hours but less than 26 hours per week.

Occupational Series: A grouping of crews. (i.e. Operations Series and Maintenance Series)

Proportional Benefits: Part-time benefits shall be apportioned to persons assigned less than full-time in the following manner:

- 26 hours but less than 36 hours . . . . . 75%
- 20 hours but less than 26 hours . . . . . 50%
- Less than 20 hours . . . . . no benefits

Rates of Pay:

Base Rate of Pay: Is the per hour rate of the employee not including shift differential or overtime computations.

Regular Rate of Pay: Is the per hour rate of the employee including shift differential.

Regular Employee: Describes an employee who is not designated as temporary, or on-call and who works at least 20 scheduled hours a week.

Time Worked: Means paid time, for work actually performed. For the purpose of computing overtime, all holiday hours paid will be considered time worked.

Union: Whenever the words Local 324 or Union appear in this Agreement, they shall mean I.U.O.E. Local Union No. 324-324A, B, C, D, G, H, P, RA, S, AFL-CIO.

University or Employer: Whenever the words "University" or "Employer" appear in this Agreement, they shall mean Michigan State University.

Workers' Compensation:

"Full" Workers' Compensation: Is the payment of Workers' Compensation including sick, vacation or personal leave accrual supplementation.

"Regular" Workers' Compensation: Is the payment of Workers' Compensation with no sick, vacation, or personal leave accrual supplementation.

# MICHIGAN STATE UNIVERSITY

Letter of Agreement  
Between  
Michigan State University, The Employer,  
And  
International Union of Operating Engineers, Local 324, The Union

It has been the intent of the Employer to perform maintenance and operating functions within the Power Plants with bargaining unit personnel. The exceptions to this policy in the past have been during emergencies and overhaul of Plant components when other personnel were utilized as necessary to meet required schedules.

The Employer is willing to continue the policy of performing maintenance and operating functions with 324 personnel as long as work can be completed within required time frames.

It is not the intent of these parties to utilize part-time employees to perform bargaining unit work.

In the event the University should decide to utilize part-time employees, to perform the work of this bargaining unit, the University and the Union shall meet to negotiate the terms and conditions under which said person or persons may be employed.



This agreement shall become effective as of December 16, 1977.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS

## Human Resources

EMPLOYER

INTERNATIONAL UNION OF OPERATING  
ENGINEERS (AFL-CIO) LOCAL 324

## Employee Relations

Michigan State University  
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James D. Nash, Director  
Office of Employee Relations

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Local 324

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\*Date: \_\_\_\_\_

\*Date: \_\_\_\_\_

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Letter of Agreement  
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**RULES GOVERNING OVERTIME FOR  
POWER PLANT EMPLOYEES**

**NOTE:** These rules are intended to accomplish the equitable distribution of overtime by establishing the order in which overtime is offered and should not be interpreted so as to prevent anyone from being contacted for work when plant needs dictate.

Therefore it is understood that “eligibility” as it is used in the context of this document is intended to identify,

1. Where a person is in the normal rotation to be contacted for work and,
2. When a person can be charged for turning down work when contacted.

**ELIGIBILITY RULES**

1. Scheduled overtime will be offered to eligible employees in classifications where vacancies occur, who are capable of doing the work, starting with the employee who has the least accumulated overtime. When an employee within classification is not available to perform overtime work, qualified employees in other classifications will be offered the work subject to the conditions in the paragraphs.
2. Overtime eligibility for an employee temporarily assigned to a higher or lower classification will be determined by assigning the employee the greatest number of overtime hours of any other employee in the assigned classifications. Overtime hours charged during the temporary assignment will carry forward to the employee’s regular classification at the end of the temporary assignment.
3. An employee is not eligible for overtime:
  - a. When on sick leave, funeral leave or when using personal time for a full day or at the beginning or end of a shift.
  - b. For maintenance series; 24 clock hours, eight (8) before and sixteen (16) following a call in for the use of vacation or personal time of eight (8) hours.
  - c. For operation series; 36 clock hours, twelve (12) before, twenty-four (24) following a call-in for the use of vacation or personal time of twelve (12) hours.
  - d. When using a total of twenty four (24) hours of vacation or personal time concurrent with scheduled days off in any combination or split.
  - e. For the sixteen (day shift) or twelve (operations) hours preceding or following personal time used;
    1. in increments of less than eight (day shift) or twelve (operations) hours and,
    2. when used to start a shift late or end a shift early.



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### Exceptions:

- a. During emergencies an employee may be called at any time, charges will be for overtime actually worked.
  - b. An employee may be offered overtime on scheduled days off preceding or following vacation only after all other employees in the same classification have been offered the overtime. In such case, overtime turned down will not be charged.
  - c. When sick leave is used for pre-scheduled medical appointment.
  - d. When using a total of twenty four (24) hours of vacation or personal time concurrent with scheduled days off in any combination or split, one will be ineligible during scheduled days off.
4. In the Operating series, in the event relief is not immediately available, the employee on duty will remain in the job until appropriate relief is obtained, regardless of the number of hours worked. First Engineer, at his discretion, may assign this overtime to another member of the shift.
  5. Employees in the Maintenance series, working on an assigned task that requires overtime continuous to regular working hours, will be first eligible regardless of accumulated overtime hours.
  6. Qualified Mechanics, Technicians, Fuel Systems, Water Works and Operators in that order, will be first eligible in the other series for overtime work that is not filled from within the series.
  7. An employee off sick/injured for a period of five days (5) or more may, at his/her option, elect to turn down overtime for a period of time equal to the period of absence without charge. At the end of that time (or before, if the employee declares eligibility) he/she will have their hours adjusted and be charged in accordance with the guidelines.
  8. An employee in the operating series who turned down overtime on a specific shift is not eligible for other overtime in another position on the same shift.

### CHARGING OVERTIME

1. For the purpose of equalizing overtime, equivalent overtime hours will be charged when:
  - a. Overtime is refused.
  - b. Overtime is refused because of an unreported illness.
  - c. An employee does not respond after a message is left through a personal contact on a telephone answering device on the home phone. A maximum of twelve (12) hours a day (operations) or eight (8) hours (Maintenance) will be charged providing contact is made each day.
2. An employee will be charged only for overtime actually worked, when recall results in subsequent acceptance of the same overtime initially refused. All other employees contacted before or after the initial refusal will be charged on the normal manner.
3. There will be no overtime charge for an unanswered telephone call except for operations personnel when a 2<sup>nd</sup> or 3<sup>rd</sup> engineer has verified that a call was placed.

4. An employee electing to split a period of overtime with another employee will be charged for the full period of the overtime.
5. For the purposes of overtime equalization holiday pay will be considered to be a premium and not overtime worked subject to charge.
6. An employee shall not be charged when turning down overtime offered on a designated holiday as defined in Article 21.
7. An employee using vacation, personal or sick time on their scheduled overtime day will have the time charged as offered/refused.
8. In the operations series, operators will be charged in the following manner regardless of if the hours paid are paid as overtime or straight time.
  - a. If asked to work on a normally scheduled 48 hour week, operators are charged for each hour offered and/or scheduled to work beyond 40 hours of their work week.
  - b. If asked to work on a normally scheduled 24 hour week, operators are not charged for the first additional 16 hours of work offered. However, they will be charged for any additional hours offered beyond the first 16.
  - c. If asked to work on a normally scheduled 36 hour week, operators are not charged for the first additional 4 hours of work offered. However, they will be charged for any additional hours offered beyond the first 4.
  - d. Any time an employee works over a 12 hour shift, all hours beyond the first 12 will be charged regardless the number of regular hours scheduled in the pay week.

#### MISCELLANEOUS

1. Employees will be allowed a reasonable time to return a call for overtime.
2. Employees will be given as much advance notice as possible for both scheduled and unscheduled overtime.
3. Acceptance of scheduled overtime is implicit unless a written refusal is made within twenty four hours of the time it is reasonable to assume that the employee became aware of the notification.
4. Seniority will not be considered when making temporary assignments.
5. Operators may be moved from one shift to another to fill vacant positions when the vacancy is expected to extend three or more days.
6. Filling out and posting overtime replacements for vacation, personal and sick time requests will be done not less than seven days prior to the time requested. When requested within seven days of the time off, posting will be done immediately by the first engineer presented the request.

7. For turning down work on a holiday, employees are not released from their obligation to work until a replacement is secured through the normal overtime procedures and the operations supervisor has been notified.
8. Eligible employees will be charged for offers refused when contacted, regardless of the methodology.
9. If when returning to work from sick leave or on an unpaid leave of absence over 30 calendar days an employees overtime equalization hours are lowest in their classification, they shall be charged an amount of hours equal to the lowest employee in the same classification.

EMPLOYER

INTERNATIONAL UNION OF OPERATING  
ENGINEERS (AFL-CIO)  
LOCAL 324

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James D. Nash, Director  
Office of Employee Relations

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Jeff McCarthy, Business Representative  
Local 324

\*Date: \_\_\_\_\_ \*Date: \_\_\_\_\_

\*Modified by date only

**MICHIGAN STATE**  
**UNIVERSITY**

Letter of Agreement  
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Michigan State University, The Employer,  
And  
International Union of Operating Engineers, Local 324, The Union

Employees will be permitted to develop alternative methods of shift scheduling and rotation as long as such alternative methods impose no additional costs on the Employer.

This Agreement shall become effective as of December 16, 1982.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:



**Human  
Resources**

EMPLOYER

INTERNATIONAL UNION  
OF OPERATING ENGINEERS  
(AFL-CIO) LOCAL 324

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# MICHIGAN STATE UNIVERSITY

Letter of Agreement  
Between  
Michigan State University, The Employer,  
And  
International Union of Operating Engineers, Local 324, The Union

December 19, 1990

TO: Philip Schloop  
Business Manager  
IUOE Local 547, AFL-CIO

FROM: Samuel A. Baker  
Director  
Employee Relations

SUBJECT: Shift Leader

The Stationary Engineer, 1<sup>st</sup> Class, has the responsibility for acting as shift leader in an assigned operations area. In the conduct of duties attendant to the role of shift leader the Stationary Engineer, 1<sup>st</sup> Class, is expected to ensure that work responsibilities are carried out in accordance with department procedures. Shift personnel are required to carry out the instructions of the Stationary Engineer, 1<sup>st</sup> Class, in all matters associated with their work responsibilities.

The Stationary Engineer, 1<sup>st</sup> Class, can be required to provide and sign written reports about conditions on the shift and the conduct of employees on the shift.

The parties agree to and understand this responsibility.

EMPLOYER

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It is not the intent of the University to introduce for the first time in its history mass layoffs or reductions of hours.

If, due to conditions beyond the control of the University, it becomes necessary to reduce Employees' working hours, the University agrees to meet with the Union in order to affect a mutually agreeable settlement. If no agreement can be reached at that meeting the proposed reduction can then be implemented and the dispute may then be arbitrated on the basis of the questions put before the arbitrator by both sides. Temporary or part-time persons shall not be used to perform work of the bargaining unit while a reduced hour schedule is in effect.

IN WITNESS THEREOF THE PARTIES HAVE SET THEIR HANDS



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**MICHIGAN STATE**  
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In the event the Employer considers divesting itself of the T.B. Simon Power Plant, it will give immediate notice to the Union. Such notice shall be given at least 6 months prior to any divestiture, or at the time the University begins development of an R. F. P., or begins negotiations with the entity, whichever occurs first. Copies of any R. F. P. and any proposals to operate or change the operation of the T.B. Simon Power Plant from any source will be provided to the Union. In the event the Employer decides it will divest itself of the T.B. Simon Power Plant, it acknowledges its obligation to bargain over the impact of said decision at the request of the Union.



**Human Resources**

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At such time as a Power Plant supervisor identifies a designee to serve as Acting Supervisor in his/her absence during the supervisor's regular work day, the employee will receive an additional \$2.00 per hour during such period.

EMPLOYER

INTERNATIONAL UNION OF OPERATING  
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\_\_\_\_\_  
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## Human Resources

Date: \_\_\_\_\_

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In the event that the provisions of the Public Employment Relations Act prohibiting the mandatory payment of union dues or a service fee are modified, repealed or otherwise amended, the parties agree to commence discussion relating to an orderly transition to implement the modifications and/or amendments to the act relating to Union Security and Union Dues provisions.

EMPLOYER

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In a pay week where all of the following three (3) conditions are met...

1. Hours are reported on an "unscheduled day"\* or on the scheduled overtime day of an Operator's 48 hour week; AND
2. Paid absences are reports; AND
3. Daily premium is earned

...the potential "loss" of overtime eligibility due to use of paid time off may be offset, either fully or partially, by allowing daily overtime hours to be counted toward the forty (40) hour worked threshold for earning weekly overtime.

The following calculation will be used to determine weekly overtime premium:

- Sum of all hours worked (straight and premium hours)
- Subtract daily premium hours
- Add back daily premium hours up to amount of absence hours reported (i.e. add back lesser of daily premium hours or absence hours)
- Weekly premium hours paid on hours over 40

\*"Unscheduled day" means hours worked on a day outside the normal work week schedule. This does not include emergency call-in pay, which is already paid at a premium.



## Human Resources

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Date: \_\_\_\_\_

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