

MICHIGAN STATE
UNIVERSITY

COLLECTIVE BARGAINING AGREEMENT

Between

MICHIGAN STATE UNIVERSITY

and

IATSE & MPMO, Local 274

of the

International Alliance of Theatrical Stage Employees,
Moving Picture Technicians, Artist and Allied Crafts of
The United States, its Territories and Canada



September 1, 2014 - August 31, 2018

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ARTICLE 1

AGREEMENT

- 1 THIS AGREEMENT is made this ____ day of _____, 2014, through the 31st day of August, 2018, by and between Michigan State University (hereinafter referred to as the "Employer") of East Lansing, State of Michigan, and Lansing, Michigan Local No. 274 of International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, its Territories and Canada. (hereinafter referred to as the "Union").

ARTICLE 2

RECOGNITION

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

ARTICLE 3

RIGHTS OF THE EMPLOYER

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

ARTICLE 4

UNION SECURITY

- 5 The Employer agrees not to discriminate against any employee or applicant for employment by reason of membership in the Union or because of anything said or done in furtherance of the Union.
- 6 As the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artist and Allied Crafts of the United States and Canada, AFL-CIO, CLC, nothing in this contract shall ever be construed to interfere with any obligation the Union owes to such International Alliance by reason of a prior obligation nor shall anything in this Collective Bargaining Agreement interfere with any obligation the Employer (the Director of Performing Arts, Facilities and Programs or designee) has to Michigan State University. However, these conditions shall in no event be construed so as to conflict with any applicable State or Federal Laws.
- 7 The Employer will not aid, promote or finance any labor group or organization that purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 5

UNION DUES

I. Dues/Service Fee

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

II. Checkoff

- 10 The Employer, at the time of hire, rehire, reinstatement or transfer of an employee into the Bargaining Unit, shall apprise the prospective member of these provisions and shall present to her/him an Application for Membership, if necessary, and an Authorization for Checkoff of Dues, such forms to be provided by the Union.
- 11 If the employee desires to join the Union, the employee shall complete the Application for Membership and submit it to the Union.

The employee shall also complete the Authorization Card for Checkoff of Dues and submit it to the Employer, with a copy to the Union.

- 12 An employee may revoke his/her voluntary checkoff authorization at any time by submitting notice on an authorized form to the Employer's payroll office and Union via certified mail. Such forms shall be processed within thirty (30) days of receipt.
- 13 During the life of this Agreement and in accordance with the terms of the authorization for Checkoff Dues, the Employer agrees to deduct membership dues or service fees levied in accordance with the Constitution and Bylaws of IATSE Local 274, the Union, from the pay of each employee who voluntarily executes or has executed the authorization for Checkoff of Dues.
- 14 The initial deduction for any employee shall not begin unless the authorization for Checkoff of Dues and the certification of the Union's financial officer the amount of the periodic Union dues or service fees have been delivered to the Employer's Payroll Department at least 15 calendar days before the affected payday.
- 15 Deductions under all properly executed authorizations for checkoff shall become effective at the time such authorizations are tendered to the Employer and shall be deducted from the first (1st) pay of the month and biweekly thereafter. All monies deducted by the Employer shall be remitted to the Union's financial officer no less than once each month as soon as possible after first pay of the month in which deductions were made, together with a list of current employees showing the amount of Union dues or service fees deducted from each employee's pay. If Union dues or service fees are not deducted from the employee's pay, the employer shall also indicate the amount of Union dues or service fees which should have been deducted from the employee's pay, but were not.
- 16 In cases where a deduction is made that duplicates a payment already made to Union by an employee, or where a deduction is not in conformity with the Constitution and Bylaws of IATSE Local 274, refunds to the employee shall be made by Union.
- 17 The Employer shall not be liable to the Union by reason of paragraph 13 of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee.
- 18 The Employer shall not, during the life of this Agreement, deduct dues or service fees from employees in this Bargaining Unit for any organization other than the Union without the Union's written permission.
- 19 The Union shall protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Agreement.

III. Service Fees

- 20 Any employee in the bargaining unit may voluntarily pay to the Union a Service Fee in an amount not to exceed the dues and initiation fees uniformly required by the Union. The non-member may authorize payroll deduction for such fees in the same manner as provided for Union dues.

- 21 By July 1 of each year or as soon as possible thereafter, the Union shall provide written notice to all Service Fee payers, of the Service Fee, an explanation of the basis for the Service Fee, and certification that said fee includes only those amounts legally assessed by the Union.

Disputes Concerning Compliance

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

ARTICLE 6

WAGE RATES, BENEFITS AND CONDITIONS OF EMPLOYMENT

A. Regular Full-time Employees

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

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

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

B. Regular Part-time Employees

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

C. On-call Employees

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

Job Title/Classification	Effective 9/1/2014	Effective 9/1/2015	Effective 9/1/2016	Effective 9/1/2017
Base Hand Rate; Incl AV Tech, slide proj. operator, carpenter, electrician, grip, property person, dresser, maintenance, other work	17.33	17.68	18.03	18.39
House Staff Maint Rate	18.86	19.24	19.62	20.01
Hair and Makeup				
Dept Head/Hair & Makeup	28.04	28.60	29.17	29.76
Hair & Makeup Hand	24.37	24.86	25.35	25.86
House Staff, Dept. Head, W/O Net, Video Head & Audio Board Ops, Climber w/o net, Stitcher & Laundry	20.80	21.21	21.64	22.07
Light Board Programmer/ Operator	20.30	20.70	21.12	21.54
Spotlight, Camera Operator	18.60	18.98	19.36	19.74
Forklift, In-Costume & Flyman	19.07	19.46	19.84	20.24
Rigger Rates				
Wharton Center and Auditorium	20.70	21.11	21.53	21.96
Wharton Open Steel	30.56	31.17	31.79	32.43
Breslin Center				
Up	30.56	31.17	31.79	32.43
Down	23.17	23.64	24.11	24.59
Munn				
Up	26.42	26.95	27.49	28.03
Down	20.03	20.43	20.84	21.26

Jenison				
Up	33.68	34.35	35.04	35.74
Down	25.52	26.03	26.55	27.08

Truck Loader

Per semi-trailer truck (min. 4 persons)	38.00	38.76	39.54	40.33
Per truck of lesser size than semi (min. 2 persons)	25.50	26.01	26.53	27.06
Per bus or van (min. 2 persons)	13.00	13.26	13.53	13.80

Department Heads:

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

Tenant Artist Rates

Job Title/Classification	9/1/2014
Base Hand Rate; Incl AV Tech, slide proj. operator, carpenter, electrician, grip, property person, dresser, maintenance, other work	\$17.33
House Staff Maint Rate	\$18.86
Hair and Makeup	
Dept Head/Hair & Makeup	\$28.04
Hair & Makeup Hand	\$24.37
House Staff, Dept. Head, W/O Net, Video Head & Audio Board Ops, Climber w/o net, Stitcher and Laundry	\$20.80
Light Board Programmer/Operator	\$20.30
Spotlight, Camera Opr	\$18.60
Forklift, In-Costume and Flyman	\$19.07
Rigger Rates	
Wharton Center and Auditorium	\$20.70
Wharton Open Steel	\$30.56
Breslin Center	
Up	\$30.56
Down	\$23.17
Munn	
Up	\$26.42
Down	\$20.03
Jenison	
Up	\$33.68
Down	\$25.52
Truck Loader	
Per semi-trailer truck (min. 4 persons)	\$38.00
Per truck of lesser size than semi (min. 2 persons)	\$25.50
Per bus or van (min. 2 persons)	\$13.00

b. Benefit Programs

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

	Effective 9/1/2014	Effective 9/1/2015	Effective 9/1/2016	Effective 9/1/2017
IATSE Health & Welfare Fund, including House Staff	16%	16%	16%	16%
IATSE Pension, excluding House Staff	4%	4%	4%	4%
Pension Fund, House Staff Only	5%	5%	5%	5%
Annuity Fund, House Staff Only	5%	5%	5%	5%

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

The Employer will pay an amount equal to sixteen (16) percent of gross wages earned by each on-call employee covered by this Agreement, including House Staff, to the IATSE Health and Welfare Fund.

2. IATSE Pension Fund

a) The Employer will pay an amount equal to four (4) percent of gross wages earned by each on-call employee covered by this Agreement, excluding House Staff, to a pension fund as determined by the Union.

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

3. Pension Fund, House Staff Only

The Employer will pay an amount equal to five (5) percent of gross wages earned by each House Staff Employee covered by this Agreement to a pension fund as determined by the Union.

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

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

- These payments shall be made monthly to the Fund Administrator and must be transmitted within fifteen (15) days after the end of each month.
 - The Union shall indemnify and save harmless the Employer from any forms of liability resulting from compliance with these fund provisions, or any action taken or not taken by the Employer for the purpose of complying with these fund provisions.
- c. 1. A minimum call for load in, load out or work call shall be four (4) hours for everything except when an employee is working on the show call and is moved to load out, in which case it shall be considered a work continuation.
2. There shall be a four (4) hour minimum call for riggers. If available, other work will be assigned.
3. If it is necessary to break a crew prior to completion of an assignment, two (2) riggers shall be retained until the steel is safetied at performance height.
- d. Work Assignments for On-call Employees
- On-call employees will be assigned stage work related to the needs of the function by the Director or other designated University official(s).
- e. Without Net Defined: Any continuing work performed which requires a technician to leave catwalks, "Genie Lifts", or other "safe structure" above the height of 20 feet above stage height, or 20 feet above the floor height and/or without a safety net, as applicable, shall receive a 20 percent premium.
- f. Union elected officers who are required to attend meetings with the Employer while performing duties for the Employer will be paid for all hours occurring during their hours of work.
- g. A ten (10) percent premium will be paid to any employee required to work while in Road Company supplied costumes.
- h. When the Employer determines that training will be offered to introduce new equipment or processes, it will notify the Union Secretary so that an announcement can be placed in the Union newsletter. The dates for the training will be set with input from the Union Business Agent.

- 27 Performance and/or Dress Rehearsals four (4) times the schedule of rates for the work performed per employee per show, with three and one-half (3 ½) maximum show time inclusive of preparatory time as follows. Show call is one-half (½) hour before show time. Wharton Center educational productions (including but not limited to Act One and Jazz Kats) whose performances are designated solely for school groups, with two (2) one hour shows per day, shall be considered one five (5) hour call including prep time, with one normal meal break provided between shows. Note: Both shows fall within the five hour time frame.
- 28 End of Performance Rate Upon the house light cue to “walk-out” level, a “grace period” of fifteen (15) minutes will be allowed for work done provided that it is specific to the show that just ended. The “grace period” would only apply when the work done falls under the three and one-half (3 ½) hour maximum defined in the show rate. There will be no “grace period” provided for a show when load out is scheduled after a given performance. Following “grace period”, “Show Over” shall be paid in thirty (30) minute increments.
- 29 The Employer will attempt to provide rest periods not less than ten (10) minutes during each half-day (four hours) of work. The rest periods are scheduled by the supervisor and are to be taken in a manner that does not interfere with the efficiency of the operation.
- 30 Any resumption of work after any break, other than a normal meal break, shall constitute a new call, with the four (4) hour minimum.
- a. When work is performed after five (5) hours, unless and until workers do receive a one-hour meal break, workers shall receive an additional hours pay at the base rate computed on a half (1/2) hour clock until a meal break is given or a meal provided under Part D below. After an initial five (5) hours, no meal break will be given if work can be completed within one additional hour.
 - b. If work cannot be completed within one (1) additional hour after a meal break, a meal break of one (1) hour may be given. Time and one-half will be paid for work of less than two (2) hours after a meal break.
 - c. A. and B., above, will be void in the event Union employees traveling with the show are unable to comply in order to keep the work crew intact at all times.
 - d. In order to keep the work flow continuing an abbreviated meal period (in compliance with the time frames in item A. above) of at least thirty (30) minutes will be provided during which employees will be provided a meal appropriate for the time of day at the sole expense of the Employer.
 - e. When work is performed after eight (8) hours, the decision to schedule an unpaid meal period or an abbreviated meal period, as appropriate, shall be at the discretion of the Employer in each case.

- 31 On all Yellow Card performances there shall be one person per department (carpenter, electrician, property person, etc.) designated as Department Head. The Employer may break to show call levels by Department. A University student who is recommended by the Employer, paid the Union rate, and utilized before other non-card carrying stagehands are utilized, will be included by the Business Agent on all Yellow Card performances as a part of the Yellow Card if the call exceeds six (6) persons.
- 32 Overtime (time and one-half) shall be paid on all above rates on the following and shall be computed on the basis of one-half (1/2) hour increments:
- a. After eight (8) hours in any one day.
 - b. Between 1 a.m. and 7 a.m.
 - c. The actual date of the holiday the University recognizes
 - d. When workers are released and called back to the same job number before an overnight rest period of six (6) hours and will be paid until a rest period of six (6) hours is called. This is called "turn around".

September 1, 2014 – August 31, 2015

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

September 1, 2015 – August 31, 2016

Labor Day	September 7
Thanksgiving	November 26
Christmas	December 25
New Year's	January 1
Memorial Day	May 30
Independence Day	July 4

September 1, 2016 – August 31, 2017

Labor Day	September 5
Thanksgiving	November 24
Christmas	December 25
New Year's	January 1
Memorial Day	May 29
Independence Day	July 4

September 1, 2017 – August 31, 2018

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

-33 Double Time shall be paid on all above rates on the following and shall be computed on the basis of one-half (1/2) hour increments:

- a. After eight (8) hours in any one day on the actual date of the holiday.
- b. Between 1 a.m. and 7 a.m.

-34 A change in job number shall constitute a new call. A new minimum shall apply.

E. Flat-Rating

-35 Remuneration for truck loaders working at a flat rate, who have been asked to wait an inordinate number of hours to unload vehicles, will be, at the very least, equal to the current hourly wage equivalent for the total time spent on the job.

F. Motion Pictures

-36 Motion pictures which are shown to the general public or private group or any organization shall receive four (4) times the schedule of rates for the work performed of the show rate of one showing with a maximum of three and one-half (3 ½) hours.

-37 Any time the showing shall run beyond the three and one-half (3 ½) hour maximum, the rate shall be time and one-half, per hour or any fraction thereof.

G. House Staff

-38 Individuals who have been interviewed and selected by the Employer to be members of IATSE Local 274/MSU "House Staff" shall be scheduled by the employer year round. The Breslin Center will employ three (3) House Staff employees for Breslin Center managed events. The Wharton Center will employ six (6) House Staff employees two (2) Head Carpenters, two (2) Head Electricians and two (2) Head Audio Techs for Wharton Center managed events. The number of House Staff employees cannot be increased or decreased except by mutual agreement between the Employer and the Union. The Employer understands the "House Staff" for either the Breslin Center or Wharton Center will be free to accept other work during times they do not appear on the regular schedule. The House Staff will be scheduled approximately two (2) weeks in advance.

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

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

H. Tenant Artist Rate

- 39 The tenant artist rate shall be the rate in effect September 1, 2014. The tenant artist rate is effective from September 1, 2014 through the last day of August 2018. The Union recognizes the following organizations as tenant artists when performing in Wharton managed venues or operating under the terms and conditions of this contract.

MSU Theatre Department
MSU College of Music
MSU Museum (Great Lakes Folk Festival)
MSUFCU Institute for Arts and Creativity

ARTICLE 7

GENERAL CONDITIONS

- 40 Slide projectors and effect machines used in the performances at the University Auditorium and Wharton Center shall be operated by bargaining unit personnel.
- 41 This contract covers theatrical work performed in the Fairchild Theatre, University Auditorium, Jenison Fieldhouse, Munn Ice Arena, Wharton Center, Breslin Student Events Center, and any other buildings assigned by University officials.

Further, any professional concert event at Spartan Stadium will utilize employees covered under the terms of this Agreement. Except as current practice or mutually agreed, it is expressly understood that all athletic events are exempted from this provision.
- 42 The Employer reserves the right to provide supplemental qualified personnel in the event the Union cannot furnish adequate employees.
- 43 On September 15th of each year the Union will present a list of available persons to the Director of Performing Arts, Facilities and Programs or designee for review.
- 44 Except in extenuating circumstances, as new members become available, the appropriate director will be notified sufficiently in advance so that background checks may be completed before they are scheduled to work for one of their shows.
- 45 It is understood that the Employer may, with reasonable and just cause, direct in writing that specific individuals not be referred to calls on the campus of MSU.

- 46 The classification, Stage Manager, and the following functional job descriptions are being utilized: Stage Manager Wharton Center; Assistant Stage Manager Wharton Center; Stage Manager Auditorium and Assistant Stage Manager, and/or Stage Manager Breslin Student Events Center. The Employer retains the sole right to establish new classifications and job descriptions, and modify and eliminate existing classifications and job descriptions.
- 47 The business agent or designated representative will supply the director or designee with a list of personnel and work assignments for each call no less than one (1) hour prior to the start of call. A minimum of twelve (12) hours shall be given if the business agent or designated representative is unable to meet the personnel requirement of the call.
- 48 Job Shadowing
- The Employer and the Union recognize that job shadowing is an effective training tool. The Employer shall therefore permit job shadowing with the understanding that:
- A. The Union shall provide prior notice including names of persons shadowing as well as those shadowed.
- B. That upon prior notification by the Union of a job shadowing event the Employer may withdraw or modify its permission.
- 49 The Employer and the Union participate on the Joint Apprenticeship Training Committee (JATC). The JATC and the Union recognize the Michigan Stage Technician Apprenticeship Program (MSTAP) at Michigan State University as an apprenticeship training program. As a condition of approval of this program the Union shall provide special consideration for MSTAP apprentices when filling requests for On-call labor.

ARTICLE 8

BUILDING AND FACILITIES

- 50 Should any University building or facility, that is designated and incorporated in this Agreement, be rented, leased or loaned to any party or organization other than Michigan State University for any type of production, it is agreed that all terms and conditions of this Agreement will apply with the following exceptions:
- a. Theatre Department
- Insofar as the Theatre Department is concerned, the University retains the right to continue and initiate academic programs which will expose students to all aspects of theatrical productions. Such programs will adhere to University curriculum standards of acceptable laboratory/ studio activity. Such programs, however, will not be conducted in an attempt to avoid using IATSE bargaining unit members. The past practice of the Theatre Department of staffing under the terms of the Agreement will continue.
- b. College of Music

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

c. Student Groups

1. Presentations of ASMSU or other registered student groups held in the Auditorium, Wharton Center for Performing Arts, the Breslin Center, or outdoor open space involving production and/or presentation of professional theatrical shows, concerts, dance concerts, plays, music and other events, including (but not limited to) employees performing stage carpentry, rigging, electrical, sound, lighting, props, wardrobe, audiovisual, projection, video, truck loading and unloading, fork-lift operation, and other industry recognized stage services shall be considered to be under the full terms of this Agreement.
2. In presentations of ASMSU or other registered student groups which are held at Munn Ice Arena, Jenison Fieldhouse, students shall be utilized for all work except for rigging, follow spots, sound, stagelighting and "deckhand" work.

d. Jack Breslin Student Events Center

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

1. The Breslin Center representative and designees will have the responsibility to determine complement levels, except where "yellow card" conditions prevail, but will consider suggestions proffered by the Union, especially those offered for reasons of safety.
2. The Breslin Center representative, and student designees will have the prerogative to perform any duties, except for rigging, follow spots, sound, stagelighting, and "deckhand" work. Concerns over this section will be dealt with in Special Conferences, wherein good faith efforts will be made to resolve the concerns.

3. The University recognizes that the significant role served by IATSE bargaining unit employees enhances its ability to offer with the highest professional standards a variety of theatrical, musical, and popular entertainment events. Thus, it is not the intent of the University, by its utilization of students, to diminish or otherwise erode the role of IATSE employees.

ARTICLE 9

RECRUITMENT AND SELECTION

A. Present Positions Under Union Jurisdiction

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

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

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

B. Absent the Operation of Section A

- 55 Absent the operation of Section A, the following procedure will be utilized.
- 56 The University will fill positions through Human Resources. Positions will be filled from applicants based on their abilities as determined by the Director of Performing Arts, Facilities and Programs, and/or Breslin Center representative or designees.

- 57 The University will provide the Union with classification descriptions as soon as they are prepared by Human Resources.
- 58 The University will provide the Union with notice of the job announcements as soon as they are to be posted.
- 59 Vacancies will be posted for a period of seven (7) calendar days on the MSU Human Resources Website.
- 60 Employees must apply for vacancies by submitting the appropriate information requested to the Human Resources website at <http://www.hr.msu.edu/hr> by the closing date specified.
- 61 Human Resources will review the applications and refer the applications of applicants determined to possess minimum qualifications to the Director of Performing Arts, Facilities and Programs, and/or Breslin Center representative or designees.
- 62 The Director of Performing Arts, Facilities and Programs, and/or Breslin Center representative or designees will arrange to interview the applicants so submitted.
- 63 The Director of Performing Arts, Facilities and Programs, and/or Breslin Center representative or designees will select or reject applicants based on the interviews.
- 64 Applicants referred by the Union shall be given first consideration and selected or rejected before other applicants will be considered.
- 65 If the positions are not filled by the applicants referred by the Union, the Director of Performing Arts, Facilities and Programs, and/or Breslin Center representative or designees will provide Human Resources with written reasons for their rejection. The Union will be given written notice of all candidates who are rejected.

ARTICLE 10

GRIEVANCE PROCEDURE

- 66 If differences of opinion or disputes between the Employer and any employee covered by this Agreement regarding an interpretation or alleged violation of any provision of this contract, cannot be resolved by the employee, the Union and the Unit involved, the issue may be submitted in writing to the Office of Employee Relations. If differences of opinion arise concerning the interpretation or application of this contract as it applies to a specific production, the Union will not initiate or support any action that may hinder the production's completion as the dispute will be resolved through this paragraph.

- 67 The Union and the University agree that if no resolution is reached regarding the alleged violation, the Union shall submit the issue in writing to the Office of Employee Relations on or before the 30th day after its alleged occurrence. The Office of Employee Relations shall hold a meeting within ten (10) working days thereafter and issue the University position ten (10) working days after the meeting. If the answer is unsatisfactory, the Union shall have ten (10) working days from the date the answer is received to appeal to arbitration at the Office of Employee Relations or file a demand to arbitration with AAA.
- 68 The decision of the Arbitrator shall be final and binding on all parties.

ARTICLE 11

TERM OF THE AGREEMENT

- 69 This contract to be in force and binding from and after the 1st day of September, 2014, through the 31st day of August, 2018, and from year to year thereafter unless notice of termination or modification is given as hereinafter provided. At least sixty (60) days prior to the expiration date hereof, the parties shall meet and confer to negotiate the terms of a new Agreement to take effect upon the expiration of this Agreement unless notice of termination has been given.

ARTICLE 12

SAVINGS

- 70 If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board of competent jurisdiction, or if compliance with or enforcement of any provision should permanently be 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 of such provision or supplement.

FOR THE EMPLOYER

Dr. Satish Udpa, Executive Vice President
for Administrative Services

Sharon E. Butler, Assistant Vice President
Human Resources

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

Diana Baribeau, Associate Director
Performing Arts Facilities & Programs

Jim Forger, Dean
College of Music

Jill Respecki, HR Administrator
Spartan Hospitality Group

FOR THE UNION

Matt Woolman, Business Representative
IATSE, Local 274

Michael Wright, President
IATSE, Local 274

Dan Aguirre, Vice President
IATSE, Local 274

John McDaniel, Secretary Treasurer
IATSE, Local 274

Lynnette Bugenske, Sergeant of Arms
IATSE, Local 274

James Yokum, Trustee
IATSE, Local 274

APPENDIX I

LETTERS OF AGREEMENT

MICHIGAN STATE
UNIVERSITY

January 20, 1988

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

Dear Mr. Baker:

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

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

In Concurrence:

Sincerely,

Samuel A. Baker
Director, Employee Relations

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

Date: 1-21-88



Reaffirmed by the parties:

**HUMAN
RESOURCES**

Employee Relations

Michigan State University
Nisbet Building
1407 S Harrison, Suite 240
East Lansing, MI
48823-5239

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

www.hr.msu.edu

James D. Nash
Director, Employee Relations

Matt Woolman
Business Representative, Local 274

Date: _____

Date: _____

*Modified by signatories and date only.

MEMORANDUM OF UNDERSTANDING
BETWEEN
MICHIGAN STATE UNIVERSITY,
THE EMPLOYER
AND
IATSE LOCAL 274
THE UNION

The College of Music will incorporate an IATSE representative into a forum to be determined by the College, in which the representative will discuss with students, the role of the IA and stage technicians in the industry nationwide. The College of Music will pay appropriate travel fees and honorarium.

FOR THE UNIVERSITY

FOR THE UNION

James D. Nash, Director
Office of Employee Relations

Michael Wright, President
IATSE Local 274

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN
MICHIGAN STATE UNIVERSITY,
THE EMPLOYER
AND
IATSE LOCAL 274
THE UNION

It is hereby agreed that should the College of Music determine that they need additional professional technical support in Fairchild Auditorium, IATSE Local 274 shall be offered, as the provider of labor, for sound reinforcement, rigging, and lighting when needed as deemed necessary by the Director. Examples may include events that may involve complex theatrical or musical presentations.

In addition, standard theatrical maintenance, as deemed necessary by venue managers, will be performed by IATSE, Local 274.

FOR THE UNIVERSITY

FOR THE UNION

James D. Nash, Director
Office of Employee Relations

Michael Wright, President
IATSE Local 274

Date:_____

Date:_____