

1976(?)

MODIFICATION AGREEMENT

This Agreement entered into this ___ day of October, 1975, is between the Board of Trustees of Central Michigan University, being the constitutional and statutory board of control of Central Michigan University (herein referred to as "University") and the Central Michigan University Faculty Association (herein referred to as "Association") and contains the modifications negotiated between the University and the Association under the provision providing for reopening of negotiations in the Agreement.

The current Agreement between the parties shall be modified as set forth on this page and in the following pages.

The improvement in Life Insurance coverage shall be effective as soon after ratification as the insurance carrier can implement the change. The improvement in Hospital and Surgical Insurance payments shall be effective July 1, 1975, as to the amount of payment, but with the understanding that coverage by Hospital and Surgical Insurance shall be according to the elections for coverage which bargaining unit members have made in the Faculty/Staff Benefits Office. Salary increases shall be effective as set forth in the language pertaining to Article 27. The increases for Off-Campus and Correspondence Courses shall be effective with the beginning of the 1975-76 academic year. The remainder of this Agreement shall be effective on the date it is signed.

The language in Article 17 shall be changed to read as follows:

Article 17

1. The Life Insurance made available to each bargaining unit member is an amount of level term life insurance equal to not less than \$15,000 or an amount equal to 1-1/2 times the member's base salary, whichever is higher, which may be made up from insurance purchased from one or more different insurance carriers selected by the University. If the amount of Life Insurance is not an even multiple of \$1,000, it is raised to the next higher \$1,000 multiple to a maximum of \$60,000. The University pays for the cost of the first \$10,000 of insurance for bargaining unit members who elect coverage. The approximate cost of the insurance for amounts above the first \$10,000 paid on a semi-monthly basis by the bargaining unit member electing coverage is \$.12 per \$1,000 of coverage.
2. When Hospital and Surgical Insurance provides Life Insurance for bargaining unit members, the amount of Life Insurance provided by the Hospital and Surgical Insurance shall be deemed to fulfill that portion of the University's obligation to furnish Life Insurance which is covered by the amount furnished in Hospital and Surgical Insurance.

Central Michigan University

Academic Affairs
Warriner 263
Central Michigan University
2111. Pleasant, Mich. 48155

The first three paragraphs of Article 19 remain the same and the following paragraphs are added:

Article 19

Contribution to TIAA-CREF

4. For a bargaining unit member who has chosen the TIAA-CREF optional retirement program, the University agrees to pay into such member's TIAA-CREF retirement account an amount equal to the sum the University would have paid for the bargaining unit member from its general fund into the Michigan Public School Employees Retirement System (MPSERS), if the member were in the MPSERS, less:

- (a) The employer's contribution under the Federal Insurance Contribution Act (Chapter 21 of the Internal Revenue Code), and
- (b) past service contributions paid by the University to MPSERS

by reason of such member being on the University payroll under the TIAA-CREF retirement program. (These two amounts are more fully described in MCLA 38.387.)

5. If the University should be relieved from making all or any portion of the retirement contributions to MPSERS for bargaining unit members in MPSERS, the University nevertheless agrees that there shall be paid to each TIAA-CREF retirement account, for bargaining unit members who have elected TIAA-CREF, the full amount which the State of Michigan, the University, or both, would now (October 14, 1975) be obligated to pay if the account were held in MPSERS (less those deductions specified in 4a and 4b above as set by Federal Law and MPSERS from time to time). Past service for purposes of this paragraph shall be as required by MPSERS and will be deducted whether or not paid by the University. It is agreed that the University will continue to pay the amount described in this paragraph until the first occurrence of either of the following: (1) October 1, 1976, or (2) a new agreement pertaining to such payment becomes effective pursuant to reopening under Article 42.

The language in Article 20 shall be changed to read as follows:

Article 20

RETIREMENT SERVICE AWARD

1. Bargaining unit members employed by the University in the bargaining unit who are on the payroll or on leave of absence prior to March 1, 1976, who retire at age 60 or above with 10 years of

service at the University, shall receive a retirement service award of one and one-half (1 1/2) percent of the bargaining unit member's current 10 month salary at the time of retirement multiplied times the number of equivalent full-time years of service at Central Michigan University.

2. For those persons in the bargaining unit prior to August 24, 1970, a record of the number of unused accumulated sick leave days credited to each bargaining unit member at the time the sick leave provisions took place in the first agreement between the parties shall be preserved. If at retirement the unused accumulated sick leave days the bargaining unit member has on record would result in a larger payment under the "Sick Leave Policy Revised" passed by the University on April 4, 1969, than under the provisions of the above paragraph, then the retirement payment will be computed under the provisions of the said April 4, 1969, University "Sick Leave Policy Revised".

3. Bargaining unit members who retire receive only one payment under this retirement benefit provision. Bargaining unit members who do not qualify for Retirement Service Award under the provisions of this article do not receive a Retirement Service Award.

Paragraph 1 of Article 22 shall be changed to read as follows:

Article 22

HOSPITAL AND SURGICAL INSURANCE

1. The University agrees to pay up to the following sums depending upon the coverage selected:

Self	\$28.30
Self and Spouse or Self and Child(ren)	\$61.20
Self, Spouse and Child(ren)	\$68.92

towards the cost of Michigan Education Special Services Association Super Med 2 Major Medical Expense Insurance, or substantial equivalents from another insurance carrier, in an insurance plan which the University will make available to members of the bargaining unit with coverage for the bargaining unit member, the bargaining unit member's spouse, the bargaining unit member's minor dependent children and the bargaining unit member's adult children to age 25 provided such dependent children coverage for ages 19, or over, is provided by the insurance carrier in its family coverage without additional charge.

Paragraphs 2 and 3 of Article 22 shall remain the same as in the current Agreement.

The following is an addition to the language in Article 27:

Article 27

SALARY

4. Each regular, full-time, full-salaried bargaining unit member employed by the University as a bargaining unit member during the Winter Semester of the 1974-75 academic year who on the date of this modification agreement is employed in the bargaining unit shall receive a salary* increase effective at the beginning of the first semester of the 1975-1976 academic year with the increase determined by the 1974-1975 base salary level as follows:

Bargaining unit members
whose 1974-75 base salary
was less than \$24,000

5% increase of 1974-75
base added to base

Bargaining unit members
whose 1974-75 base salary
was less than \$24,500 and
more than \$24,000

4.2% increase of 1974-75
base added to base

Bargaining unit members
whose 1974-75 base salary
was more than \$24,500

3% increase of 1974-75
base added to base

5. In addition, bargaining unit members to whom the following schedule applies shall receive that salary increase effective commencing with the 1975-76 academic year:

<u>1974-75 Base Salary</u>	<u>Additional Adjustments</u>
\$10,000 - \$11,150	\$150
\$11,151 - \$12,150	\$100
\$12,151 - \$13,150	\$ 75
\$13,151 - \$14,900	\$ 50

6. Regular part-time bargaining unit members employed by the University in the bargaining unit during the 1974-75 academic year who now have a contract to return to work at the beginning of the 1975-76 academic year shall receive a salary* increase as follows:

*References to salary refer to the rates for ten (10) month service only. Adjustments shall be made for twelve (12) month service where appropriate. Twelve (12) month salaries may be adjusted to ten (10) month base salary by multiplying the twelve (12) month salary by 9/11ths.

The sum of money which the regular part-time bargaining unit member would have been paid if that member had been full-time will be determined, the sum of money which would be paid for that full-time salary will then be determined, the regular part-time bargaining unit member shall receive the proportion to full-time employment.

Paragraphs 1 and 5 of Article 33 shall be changed to read as follows:

Article 33

COMPENSATION FOR OFF-CAMPUS AND CORRESPONDENCE COURSES

1. Bargaining unit members who teach off-campus courses for college credit shall be compensated at \$315.00 per semester hour of credit.
5. The faculty shall be paid at least according to the following per credit hour for complete revisions of correspondence courses and for each new credit course:

Complete Revision	New Course
\$30.00	\$60.00

Article 40 shall be changed to read as follows:

Article 40

CONTRACT DOCUMENTS

1. This Agreement consists of the pages in this document numbered from one (1) through forty-two (42), inclusive, together with the Letters of Agreement signed by the University representatives and Association representatives on the topics of: Institute for Personal and Career Development, Faculty Personnel Policies Section of the Handbook, Pending Unfair Labor Practice Charge and together with the changes to Articles 17, 19, 20, 22, 27, 33, and the Letters of Agreement contained in the Modification Agreement dated October __, 1975, and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto sign as follows:

CENTRAL MICHIGAN UNIVERSITY

CENTRAL MICHIGAN UNIVERSITY
FACULTY ASSOCIATION

NEGOTIATING TEAM

NEGOTIATING TEAM

LETTER OF AGREEMENT

Under federal law, it may be a requirement during the term of this agreement that bargaining unit members be given the option to elect a health maintenance organization in lieu of the Hospital and Surgical Insurance provided under Article 22. Such an election shall be made only pursuant to the requirements of federal law. Employees electing a health maintenance organization are not eligible for Hospital and Surgical Insurance provided under this agreement and the University will pay toward the cost of such health maintenance organization, no more than required by federal law and in no event more than the amount the University would pay under Article 22 of the Agreement, as amended, for the coverage for which the bargaining unit member is eligible.

If a program of national health insurance becomes available, the University shall be required to pay no more toward national health insurance and the health insurance described under this article than it has agreed to pay in paragraph one of Article 22 (as modified).

If the monthly cost of the hospital and surgical insurance program which the University makes available to members of the bargaining unit exceeds the amount of contribution the University pays under paragraph one of Article 22 (as modified), the University will deduct the additional cost through payroll deduction.

FOR FACULTY ASSOCIATION

FOR CENTRAL MICHIGAN UNIVERSITY

LETTER OF AGREEMENT

For purposes of promotion salary adjustments, the following shall be the minimum salaries by rank:

Rank	Minimum Salary For Rank
Professor	\$17,400
Associate Professor	\$13,900
Assistant Professor	\$11,900
Instructor	\$9,800

FOR FACULTY ASSOCIATION

FOR CENTRAL MICHIGAN UNIVERSITY

LETTER OF AGREEMENT

The University agrees that it will not change from the Health and Surgical Insurance carrier which now (October 14, 1975,) insures the Faculty under Article 22, as modified, of the Agreement during the 1975-76 University fiscal year.

FOR FACULTY ASSOCIATION

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LETTER OF AGREEMENT

The figure \$50,000 in Article 30 "Achievement Awards" appearing in the fourth line of the printed agreement on page 34 is changed to \$25,000.

FOR FACULTY ASSOCIATION

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