

6-30-75

Contract
N.A.B.E.T.

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

I. DESIGNATION OF PARTIES

This Agreement entered into the 13th day of June, 1973, by and between Wayne State University, hereinafter called "The University", and the National Association of Broadcast Employees and Technicians, Local 43, AFL-CIO, CLC, or its successors, hereinafter referred to as "The Union".

II. GENERAL PURPOSE OF AGREEMENT

It is the general purpose of this Agreement to promote the mutual interests of the University and its employees, and to provide for the operation of the University's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, and avoidance of interruptions to production.

The parties of this Agreement will cooperate fully to secure the advancement and achievement of these purposes:

III. RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining agent governing wages, hours, and working conditions for full-time Broadcast Engineers, Broadcast Engineer Maintenance, Broadcast Engineer Supervisor, Staging and Lighting Designers, Staging and Lighting Technicians, excluding The Chief Engineer, the Planning Engineer, and all other employees. It is the intention of the University not to hire fractional time salaried employees in these represented classifications.

IV. INTENT AND PURPOSE

It is the intent and purpose of the parties hereto to set forth herein the basic collective bargaining agreement between the parties in two parts:

INTENT AND PURPOSE (Continued)

- A. General Sections--covering those subjects which are uniformly applicable to substantially all of the basic relationships, hours of work, and general conditions of employment, including a procedure for prompt, equitable adjustment of grievances.
- B. Individual Sections--which will contain the description of each department, the rates of pay, and any unusual working conditions which have no general application.

In the event of any conflict between the General and Individual Sections, the Individual Section will prevail.

V. UNION SECURITY

To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. As a condition of employment, all employees referred to in Section III shall, within 120 days after the date of execution of this Agreement, or in the case of new employees within 120 days after the date of hiring, become members of the Union, and remain members in good standing during the term of this Agreement, and the Union agrees to accept all such employees into its membership within such time.
- B. An employee who shall tender an initiation fee (if not already a member) and the periodic dues usually required as a condition of acquiring or retaining membership, shall be deemed to meet the conditions of this section.
- C. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than 60 days in arrears in payment of membership dues.

UNION SECURITY (Continued)

- D. The Employer shall be notified in writing, by the Union, of any member who is 60 days in arrears of payment of membership dues.

VI. CHECK-OFF

- A. The Employer shall deduct from the wages of employees covered by this Agreement, and remit to the Union on or before the 15th of each month dues uniformly required as a condition of membership in the Union, only in such cases where the employee files with the Employer proper written authority to do so.
- B. Such dues, when deducted, shall not be kept separate from the Employer's general funds, but shall be deemed a Trust Fund, and shall be forwarded to the Union forthwith.

VII. NON-DISCRIMINATION

The Employer and the Union both recognize their responsibility under Federal, State, and Local laws pertaining to Fair Employment Practices, as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement their commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, age, marital status, or sex.

VIII. MANAGEMENT RIGHTS

- A. The Employer shall have the right to exercise customary and regular functions of management including the right to lay off, eliminating jobs, hire, promote, transfer, or to suspend, discharge, or demote employees for just cause; subject, however, to the employee's right to bring a grievance if any provision of this Agreement is violated by the exercise of such management function.

MANAGEMENT RIGHTS (Continued)

All rights, powers, and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.

- B. The Union agrees that there shall be no solicitation of Union membership during working hours, on the Employer's time or at the Employer's expense.
- C. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the employees covered by this Agreement, and realizes that in order to promote good working conditions and fair, equitable wages the Employer must operate efficiently. The Union agrees that it will cooperate with the Employer to secure a fair day's work upon the part of its members.

IX. REPRESENTATION

- A. Employees covered by this Agreement may be represented by the Steward and a designated alternate Steward, whose identities shall be made known to the Employer.
- B. The Steward, or alternate Steward, during working hours and without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with his supervisor. This privilege shall not be abused. Stewards and employees required by management to remain after their working hours to meet with representatives of the employer to adjudicate grievances will be paid for such time.
- C. Any new employee shall be made known to the Steward upon starting to work, in order to be added to the Steward's record.

REPRESENTATION (Continued)

- D. The Union is privileged to use the bulletin boards in the operating locations within the departments, which contain employees covered by this Agreement, for the posting and dissemination of Union information.
- E. The Union reserves the right to discipline its members for violation of its laws, rules, and regulations.

X. LAYOFF, PROMOTION, DISCHARGE

- A. The Employer shall have the right to discharge any member for just cause. Examples of just cause, although not on exclusive list, are drunkenness, dishonesty, insubordination, and gross negligence. Any dismissal shall be preceded by written notice, and consultation between the employee's steward and the director of production. Any employee discharged shall have the right to proceed immediately to arbitration, under Section XIV, paragraph C, provided the University is notified in writing of his intention to take such action within three days of discharge.
- B. In the event it should become necessary to reduce the number of employees in a particular job classification, the employee with the lowest seniority in the classification affected shall be the first to be laid off provided that the employees remaining in such classification have demonstrated the ability to perform the work available.
- C. Recall shall be in inverse order of layoff, and all laid off employees who have demonstrated the ability to perform the work available will be recalled before any new employees are hired.

LAYOFF, PROMOTION, DISCHARGE (Continued)

- D. Promotions shall be made on the basis of demonstrable qualifications as the determining factor, except that among those with equal demonstrable qualifications seniority shall control.
- E. Discharge shall only be for sufficient and reasonable cause. The University will set forth such cause in writing and shall provide a copy to the Union representative. If it should subsequently be determined that an employee has been unjustly discharged, such employee shall be reinstated to his former position without loss of seniority and shall be made whole for all lost wages and fringe benefits, less any wages, fringe benefits, or other remuneration he received or should have received elsewhere.
- F. If the Employer has reason to discipline or reprimand an employee, it shall be done in a manner that will not embarrass an employee before other employees or the public.

XI. PICKET LINES AND STRIKES

- A. Engineers shall not be assigned, transferred, or required to go to any radio or television station, studio, transmitter, or property where a strike of N.A.B.E.T. members is in progress.
- B. The Employer shall not use any member for the purpose of assisting any company in breaking a strike.

Neither paragraph A nor B shall be interpreted to deny access by engineers of this bargaining unit to University property or work area that is adjacent to, or completely surrounded by property that is owned by the Detroit Board of Education, in the event of a strike or demonstration against the Board of Education

XII. UNION BUG

The Union Bug shall be displayed as follows: any recording or other form of visual reproduction produced by members of this bargaining unit shall display the Union Bug.

XIII. JURISDICTION

A. Jurisdictional Area: all jurisdictions under this Agreement shall apply to the radio and television studios and transmitter sites of the University, and remote or location operations which involve the Production Department of the Center for Instructional Technology's electronic equipment and facilities.

B. Equipment:

(1) Only N.A.B.E.T. members shall electronically set up, handle, operate, maintain or repair television equipment, video film projectors, voice facsimile and re-broadcast apparatus by means of which electricity is applied for the transmission or transference, broadcast or re-broadcast of voice or sound, including record transcription and vision with or without ethereal aid, including the cutting and/or playing of records, and the recording and playing of audio tape and video tape.

(a) The operation and maintenance of all of the above equipment, when owned, borrowed, leased, or rented, or acquired by any other means from other parties for production purposes by the Production Department of the Center for Instructional Technology, shall be within this trade jurisdiction.

(b) The University may lease any of the above equipment to independent contractors for use outside the studios,

JURISDICTION (Continued)

in which case this apparatus need not be operated by members covered by this Agreement, provided the purpose of said lease is not to deprive the members covered by this Agreement of work which ordinarily and customarily would be done by them. Be it further provided that this exception applies only to use of the equipment not on University property.

- (c) This Agreement permits operation and handling of all equipment components that are normally used in production situations by non-engineering production staff, such as producer/directors, faculty, production supervisory staff, and will include switcher, cameras, telecine, booms, and other equipment utilized in production phases of the operation. It is understood that adjustments to these equipment components affecting electronic control and performance, such as iris, target, etc., will be performed by engineering personnel.
- (d) To insure that student assistants responsible for setting up and operating audio components are competent, operation of such equipment during production situations by non-engineering personnel shall be performed by them only after they shall have been judged competent to do so, in writing, by the chief engineer. A copy of this writing will be furnished to the Union.

(2) New Devices:

- (a) Only Engineers covered by this Agreement, or authorized manufacturer's personnel shall perform the work on any machinery, equipment, devices, or processes which replace,

JURISDICTION (Continued)

supplement, or substitute for any machinery, equipment, devices, or processes presently being used by members.

- (b) In the event of the proposed introduction of new equipment, or changes in operating procedures that would tend to eliminate engineering positions covered under this Agreement, the Employer shall notify the Union of its decision to introduce said equipment or changes in order that any problems can be discussed.

(3) Exceptions:

- (a) Audition Purposes: Nothing contained in this Section shall be deemed to apply to the playback of recordings for audition purposes only, which in no way relates to broadcast equipment or function thereof. Such auditions will be performed as scheduled operations permit.
- (b) Outside Expert Maintenance and Repair: Nothing in this contract shall prevent the University from employing the services of outside experts in the maintenance and repair of its equipment, and the use of contract repair and maintenance services customarily used by the University.
- (c) Chief Engineer and Planning Engineers: It is agreed, in the interests of good engineering practice and efficient overall operation, that the Chief Engineer and Planning Engineers be exempted from the above jurisdictional restrictions for the purpose of training (which shall not be done while on the air), design of equipment, maintenance, and emergency operations.

JURISDICTION (Continued)

- (d) Portable Tapes: University personnel may, without the services of an engineer, record audio and video tapes on location or in University areas other than those assigned to the Production Department for radio and television production functions, for use on the University closed circuit system, or other non-broadcast applications.
- (e) Where audio tape recorders, slide projectors, or motion picture projectors are used on camera, they may be operated by the principal talent and without the services of an Engineer.
- (f) Student Assistants: Students employed as assistants working in the areas of N.A.B.E.T. jurisdiction, are exempted from all jurisdictional restrictions, except as provided under XIII (B) (1) (d).
- (g) Recognizing the research and instructional responsibilities of the University further excluded from this jurisdiction is Studio C, its temporary replacement or successor.

(4) Miscellaneous:

Members shall not be required to provide equipment, tools, or supplies for any purpose.

XIV. WAIVERS, GRIEVANCES, AND ARBITRATION

A. Contract Waivers

Any waivers of this Agreement, temporary or otherwise, shall not be recognized by the parties hereto unless such waivers are reduced to writing and acknowledged by the parties.

WAIVERS, GRIEVANCES, AND ARBITRATION (Continued)

B. Grievances

Step 1: In the event any dispute or grievance shall arise concerning the interpretation or enforcement of this Agreement, the aggrieved member or members may contact his or their Steward or Alternate Steward, who shall attempt to settle the matter with the Chief Engineer.

Step 2: Should the matter remain unresolved, it shall be reduced to writing on appropriate forms provided by the Employer and signed by the Steward and employee, then filed in duplicate with the Director of Production. Such written grievance shall be filed within ten days, or within any extension of time mutually agreed upon, after the circumstances giving rise to the grievance were first reported to the Chief Engineer. Only the Steward, his duly acting successor, or the Union representative on behalf of the Union shall be authorized to submit a written grievance to the Employer.

As soon as possible after the submission of the grievance, but not later than five days after submission, the Steward, his duly acting successor, or a Union representative on behalf of the Union, and the Director of Production, or his designated representative, shall meet to discuss and settle the grievance. If said parties settle the grievance, such settlement shall be set forth in a written statement signed by each of said parties.

Step 3: If the grievance is not resolved at Step 2, it shall be presented by the Union to the Personnel Director, or his designated representative, who shall call a meeting within five (5) working days of receipt of the appeal. A disposition

WAIVERS, GRIEVANCES, AND ARBITRATION (Continued)

will be given in writing within three (3) working days after the meeting or within any agreed upon extension of time.

Step 4: Grievances not resolved at Step 3 shall be presented to the Executive Vice President, or his designated representative, within five (5) working days after receipt of the decision of the Personnel Director. The Executive Vice President, or his representative, shall give a written disposition to the Union within fifteen (15) calendar days from receipt of the Appeal.

C. Arbitration

Any unresolved grievance which relates to the interpretation, application, or enforcement of a provision of this Agreement, or any written supplementary Agreement, which has been fully processed through the last step of the grievance procedure, may be submitted to arbitration by either party in strict accordance with the following:

- (1) Any unadjusted dispute, claim, or grievance which a party is allowed to take to arbitration shall be submitted thereto under the voluntary labor arbitration rules of the American Arbitration Association. The parties further agree to accept the arbitrator's award as final and binding upon them. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of twenty (20) calendar days from the final action taken on such grievance under the last step of the grievance procedure immediately prior to arbitration. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing, and the award under no circumstances shall be based in whole or in part on,

WAIVERS, GRIEVANCES, AND ARBITRATION (Continued)

nor contain a reference to statutes, decisions, regulations, or other extra contract matters not specifically incorporated in this Agreement.

- (2) The arbitrator shall be empowered to rule on all disputes pertaining to the interpretation or application of this Agreement, provided, however, that he shall not have the power to add to, subtract from, or modify any provisions of this Agreement, or any other Agreement made supplementary hereto.
- (3) Any case appealed to the impartial arbitrator on which he has no power to rule, shall be turned back to the parties without decision.
- (4) The decision and findings shall be final and binding upon the parties hereto, and there shall be no strike, slow-down, curtailment, or interruption of operation, or lock-out as the result of such decision. The cost of the impartial arbitrator will be borne equally by the Employer and the Union.
- (5) The company in no event shall be required to pay back wages for more than three (3) working days prior to the date a written grievance was filed. In the case of a pay shortage of which the employee could not have been aware before receiving his pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay if the employee files this grievance within three working days after receipt of such pay. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have received from unemployment compensation or compensation for personal services that he may have received, or could with diligent

WAIVERS, GRIEVANCES, AND ARBITRATION (Continued)

effort have received from any source. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in other cases. Either party may settle the grievance after submission of a dispute to arbitration, and the opposite party is bound to agree that the award shall not be binding precedent in like situations.

XV. SAFETY, COMFORT, AND RESPONSIBILITY PROVISIONS

A. Working Environment

Reasonably adequate provisions shall be made at all regular University locations for the safety and comfort of the engineers, as per F.C.C. regulations.

B. Safety

- (1) Both parties hold themselves responsible for mutual cooperative enforcement of published safety rules and regulations.
- (2) Should an employee feel that his work requires him to work under unsafe or unhealthy conditions, he shall report the conditions to his supervisor and his steward for the proper action. If the matter is not adjusted satisfactorily, the grievance procedure will then be instituted.
- (3) Two technically qualified men, at least one of whom shall be an engineer hereunder, shall be present at any transmitter of the University whenever any engineer is required to perform work inside of the interlock compartments of such transmitter.
- (4) The University will furnish shop coats or coveralls to protect employees personal clothing.

SAFETY, COMFORT, AND RESPONSIBILITY PROVISIONS (Continued)

C. F.C.C. Rules and Regulations

No engineer will be assigned any duties which will be in conflict with the rules and regulations of the Federal Communications Commission, or assigned any duties which might result in the suspension or cancellation of his license issued by that agency.

XVI. TRAVEL ALLOWANCE

- A. The Employer agrees to reimburse each member for all actual, incidental, necessary expenses incurred and authorized by the Employer in connection with a member's duties away from his normal place of business, in conformity with the provisions set out in attached Appendix A.
- B. The Employer will not ask any engineer to use his car to transport equipment which is excessive in size and weight, or of a nature likely to cause damage to the car's interior. It is understood that an engineer may not be required to use his automobile to transport equipment on a University assignment against his wishes, and no recriminations will be taken against a member who declines to so use his automobile.
- C. Time Allowances--members shall be credited with the following time allowances:
- (1) When a member is sent out of his home town for assignments involving staying away overnight, said member shall be credited with a full day of work for each day away from his home. If his actual work in any one day exceeds more than 7½ hours, he shall be paid the applicable overtime rate. Time spent only in traveling shall be paid at straight-time rates.

TRAVEL ALLOWANCE (Continued)

(2) Broadcast Engineers shall not be credited for time used in reporting to and from work at the studios or transmitters where they are regularly employed.

(3) Members shall be credited with all time used after reporting for their day's assignment.

D. Meals and Lodging

Members shall receive meal and lodging reimbursements in accord with the University policy, as set forth in Appendix A.

XVII. EMPLOYEE BENEFITS

A. Members shall receive all employee benefits, in accord with prevailing University policies, as stated in the Manual of Policies and Procedures, as approved by the Board of Governors of the University on July 11, 1968, with the following exceptions and additions:

(1) Vacation Pay: If a member makes a request two pay periods, or one month prior to his scheduled vacation time, the regular pay for time to be spent on vacation shall be paid to the member prior to the beginning of his vacation time.

XVIII. WORK-DAY AND WORK-WEEK

A. Work-Week: is defined as five consecutive work days, not exceeding a total of 37½ hours.

B. Work-day: a regular work day (work shift) is defined as 7½ hours in any day, excluding non-paid lunch periods, which shall be computed by totaling the number of hours between the beginning and the end of an engineer's assigned work shift.

C. A work shift starting any day and continuing into the following day is considered one work shift and attributed to the first day.

WORK-DAY AND WORK-WEEK (Continued)

- D. Days off: members shall have two (2) consecutive days off between each work week. Such days off shall be granted with regularity.
- (1) A day off for members shall consist of the next twelve (12) hours, plus twenty-four (24) hours for a total of thirty-six (36) hours, except for a situation involving rotation of shifts.
 - (2) Two consecutive days off shall consist of the next twelve (12) hours, plus forty-eight (48) hours, for a total of sixty (60) hours. Time is computed on the basis of last regular assignment.
- E. Callback: members called back after they have completed their assigned work period, and prior to their next regular assigned work period, shall receive a minimum credit of four hours work or pay in lieu thereof.
- F. Rest Periods: a member shall receive two fifteen-minute rest periods during his work shift. Said rest periods shall be sensibly spaced. It is the responsibility of the Broadcast Engineer in cooperation with the Supervisor to schedule these rest periods in order to assure that the engineer receives his rest period. It is assumed that during production an engineer may not be able to take his rest period. If production will prevent the taking of a rest period then the Director and supervisor may decide before the day's production begins, when rest periods will occur. Under this method it is possible but not probable that it may be necessary to accumulate rest periods, if so, accumulated rest periods must be taken prior to one hour before the end of the work day. Except in periods of production, rest periods may not be combined and failure to take advantage of available rest periods will not enable a member to leave the Employer's premises earlier than his normal quitting time.

WORK-DAY AND WORK-WEEK (Continued)

G. Meal Period:

- (1) A first meal period of one-half hour will be arranged within the fourth and fifth hour of a work shift, unless mutually agreed otherwise, except for members who work at the transmitter.
- (2) Second Meal Period: In the event that a member's elapsed work day exceeds or is scheduled to exceed two (2) hours of overtime in a regular work day, a second meal period of thirty minutes will occur on the University's time. Such meal period will be designated by the director to take place before the end of the fourth hour of overtime.

XIX. SCHEDULING

- A. Equitable Distribution: It is the intent, policy, and purpose of the University, whenever practical and when operations and schedules permit, to rotate operations assignments among all Broadcast Engineers, and to distribute overtime work in an equitable manner among all members of the engineering staff, providing that they can perform the work.
- B. Advance Notice: Members shall be given five days advance notice of any change of regular schedules. Where the daily starting time is advanced two hours or less, there will be as much notice as possible.
- C. Work Days Off: Any member working on his day or days off shall be paid a minimum of four hours for each such work day. The University may assign employees to any related work available during such four-hour periods.

XX. OVERTIME PAY

- A. Time and One-Half: All time worked by members in excess of seven and one-half hours shall be paid at the rate of time and one-half.
- B. All time worked by members in excess of 37½ hours per work week shall be paid at the rate of time and one-half.
- C. A member working on a sixth day shall be paid time and one-half.
- D. Any member working on a seventh day shall receive double time.
- E. No employee shall be required to work more than two (2) hours of unscheduled overtime in a seven and one-half (7½) hour work day without his consent when less than twenty-four (24) hours notice is given by management. However, employees shall continue to work such unscheduled overtime beyond two (2) hours in a day if management determines that a genuine emergency makes it necessary.

XXI. JOB SECURITY

No employee within this bargaining unit will be laid off unless he has been provided with 10 (ten) working days notice of such layoff. Notice by the end of any work day shall be sufficient to count such work day as the first day of the 10 (ten) working day period. Exceptions to this provision will be made only in the case of emergencies which prevent the University from giving 10 (ten) days notice.

A reasonable effort will be made by the University to provide jobs within the University as long as there are jobs available which laid off, or about to be laid off, employees of this bargaining unit are then presently qualified to perform.

In cases where other jobs are found, there will be no reduction in "University length of service" nor normal work week and the employee transferred will receive the highest rate of pay in the classification to which he is transferred if such new classification rate does not meet his prior rate of pay at the time he is laid off.

INDIVIDUAL SECTIONS

XXII. ENGINEERING DEPARTMENT

- A. All members of N.A.B.E.T. who are employed by the University to perform television or radio engineering functions shall be designated as "Broadcast Engineers", except that for payroll and accounting files the University may use other designations:

Subtitles according to functions of individual Broadcast Engineers shall be as follows:

Broadcast Engineers

Broadcast Engineers, Maintenance

Broadcast Engineers, Supervisors

- B. Wage Scale - Broadcast Engineers, Maintenance

Minimum

\$8,000

Maximum

\$11,120

- Wage Scale - Broadcast Engineers, Supervisors

Minimum

\$9,600

Maximum

\$14,000

XXIII. SCHEDULING AND WORKING CONDITIONS

- A. The Broadcast Engineers shall receive a comprehensive and entire operating log for his entire shift at the beginning of his shift. If any part of the log is incomplete or inaccessible, the Broadcast Engineers shall be given adequate time for set up to insure technical quality, and, therefore, shall continue to be responsible for technical efficiency unless adequate time is not provided.
- B. Only authorized employees of the University shall be allowed access to Engineering areas. All others must have permission from the Chief Engineer or the Director of Television.
- C. Job Descriptions: Each member shall be provided an official job description within one month of the signing of this contract.

SCHEDULING AND WORKING CONDITIONS (Continued)

- D. It is management's prerogative to require Broadcast Engineers to obtain their first class license after two years of employment. Members who have not obtained such license will not be advanced on the wage scale, provided that this clause shall not be applicable to Broadcast Engineers employed before July 1, 1968.
- E. In the event of a disagreement between the program director or the programming department and the engineering department in any phase, the program director's decision shall be followed, provided, however, the full responsibility for technical quality due to the decision shall be assumed by the program director or the programming department. Further, provided that this paragraph shall apply as long as the program director's instructions are carried out with proper technical efficiency.
- F. No employee shall be required to do any work on his own time. The preparation of equipment, clean-up of equipment or work area, and "knock-down" and/or "set-up" time shall be treated as work.
- G. It is agreed by both parties that play back is generally considered to be top priority, subject to the discretion of the University to determine other or different priority jobs.
- H. Every member shall be provided a copy of the contract existing between the University and N.A.B.E.T.
- I. Any operation taking place at any location other than the campus shall be considered a remote operation. Employees working remote operations shall be entitled to all benefits in accordance with the University policy as determined in attached Appendix A. (Staff policy and Travel Reimbursement.) Except that lunches shall not be paid for on remotes which are less than a mile from campus.

SCHEDULING AND WORKING CONDITIONS (Continued)

J. Once overtime has been scheduled the employee shall work such time and be paid therefore at the applicable overtime rate. If the employee is notified before the middle of his shift, that overtime will not be required, his overtime may be cancelled. If notification that overtime will not be required is received after the middle of an employees shift, he will still be paid for the scheduled overtime. It is understood that the University retains the right to work employees during this period.

XXIV. LONGEVITY PROGRAM

A. All regular full-time salaried Employees covered by this Agreement in the active pay status of the Employer as of October 1 of any year (beginning October 1, 1973) shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following paragraphs and schedule of payment.

B. Longevity pay shall be computed as a percentage of Form W-2, Gross Earnings, for the calendar year preceding the year of payment in accordance with the following schedule of payment:

Continuous Service	Percentage of Form W-2 Gross Earnings not to Exceed \$7,000
6 or more and less than 10 years	2%
10 or more and less than 14 years	3%
14 or more and less than 18 years	4%
18 or more and less than 22 years	5%
22 or more and less than 26 years	6%
26 or more years	8%

C. Following completion of six (6) years of continuous full-time salaried, active pay status by October 1 of any year and in subsequent years of such service, each Employee shall receive annual longevity payments as provided in the schedule. For purposes hereof, should October 1 fall on a Saturday or Sunday, October 1 shall be construed to be the first working day in October.

D. To be eligible for longevity payment subsequent to the first payment, an Employee must have completed continuous full-time salaried, active pay status equal to the service required by original eligibility plus a minimum of one additional year of such continuous full-time salaried, active pay status for each payment.

E. Payment to Employees who become eligible by October 1 of any year shall be paid no later than December 20, in each year.

F. For purposes of this section, continuous service means service calculated from the Employee's hiring date as a regular full-time University Employee in active pay status either in or out of this bargaining unit.

Continuous service shall be broken by:

- (a) Quitting
- (b) Discharge for cause
- (c) Termination upon expiration of "recall" rights
- (d) Removal from active pay status
- (e) Less than full-time employment
- (f) Retirement

G. Employees absent from work due to lay off, physical disability, or authorized sick leave, or leave of absence, for a period of more than one (1) month shall not be credited with, or continue to accumulate, continuous service for any period thereafter until they are returned to active pay status. When an Employee returns to active pay status he will begin to accumulate continuous service credit based upon, and added to, his previous service accumulation. For the purpose of this Agreement, Employees utilizing their sick leave bank, or vacation bank, shall be considered to be on active pay status.

LONGEVITY PROGRAM (continued)

H. No longevity payment as shown in the schedule shall be made for that portion of an Employee's Form W-2 for the preceding calendar year which is in excess of \$7,000.00.

I. Effective October 1, 1973, pro-rated payments shall be made to those Employees who retire under the University retirement plan prior to October, 1974, and to those who retire prior to October 1 of any year thereafter. In case of death, longevity payments shall be pro-rated and made, at the option of the University, either to the employee's beneficiaries, dependents or estate. Such pro-rated payments as indicated above shall be based on the number of calendar months of regular full-time active pay status service credited to an Employee from the preceding October 1 to the date of retirement, or death. For example, an employee who retires, or dies, on December 1 would receive 2/12 of the longevity payment that he would have received if he had continued as a regular full-time University Employee in active pay status.

XXV. COMPENSATION

A. General Increase

1. Effective July 1, 1972, each employee at or below his classification range maxima shall receive an increase of three percent (3%) of the 1971-72 rate paid at the time of the signing of this Agreement. Each employee above his classification range maxima shall receive an increase of two percent (2%) of the 1971-72 rate paid at the time of the signing of this Agreement.
1. Effective July 1, 1973, each employee at or below his classification range maxima shall receive an increase of three percent (3%) of the 1972-73 rate paid on June 30, 1973. Each employee above his classification range maxima shall receive an increase of two percent (2%) of the 1972-73 rate paid on June 30, 1973.

COMPENSATION (continued)

3. Effective July 1, 1974, each employee at or below his classification range maxima shall receive an increase of two percent (2%) of the 1973-74 rate paid on June 30, 1974. No general increases shall be made to employees above the range maxima in the third year of this Agreement.

B. Step Increase

1. In addition to the increases specified in paragraphs (A1), (A2) and (A3) above, eligible employees below classification salary range maxima in any year covered by this Agreement shall receive a five percent (5%) Step, or portion thereof, up to their classification range maxima on their anniversary date.
2. The anniversary hire date for employees classified within this collective bargaining unit prior to July 1, 1970, shall be the beginning of the first full pay period in July. The anniversary date for employees hired subsequent to June 30, 1970, or any employee reclassified on or after that date, shall be the beginning of the first full pay period of the month in which the employee's anniversary hire date or reclassification occurs.

XXVI. CONTRACT CHANGES

Any changes or supplements made during the term of this Agreement must be reduced to writing, and signed by the parties hereto.

XXVII. TERMINATION

This Agreement is to remain in full force and effect until June 30, 1975, and thereafter for successive terms of one year, unless either party shall notify the other party in writing, not less than sixty days prior to the expiration of this Agreement, or any renewal term thereof, of its intention and election to terminate the Agreement as of the end of the then current period.

NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS,
Local 43, AFL-CIO, CLC

WAYNE STATE UNIVERSITY

By _____

By _____

By _____

By _____

By _____

By _____

By _____

By _____

Dated: _____