

6/30/98

AGREEMENT BETWEEN
CENTRAL MICHIGAN UNIVERSITY
and
NABET/CWA, AFL-CIO

July 1, 1994 - June 30, 1998

Central Michigan University



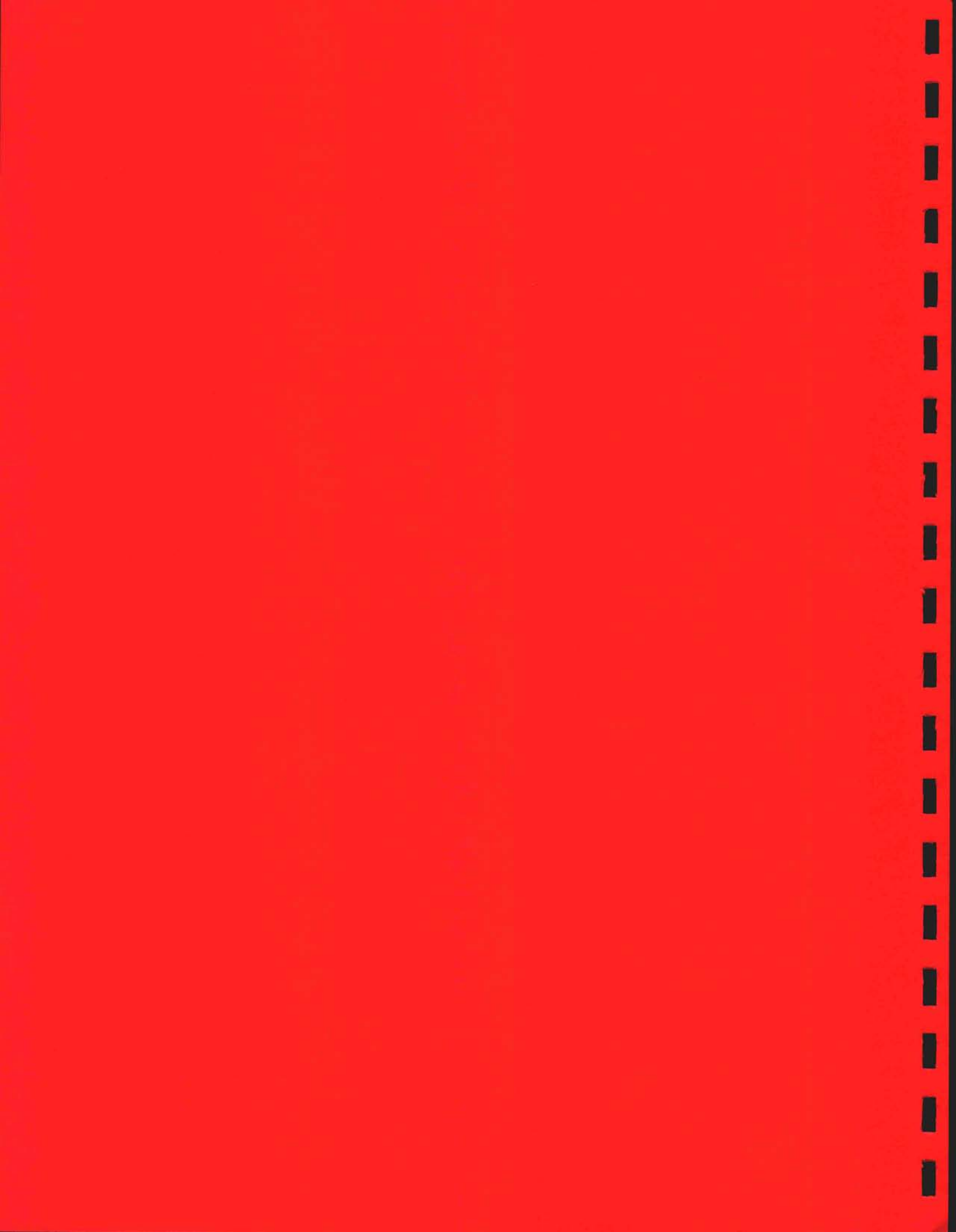


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PREFACE

The Board of Trustees of Central Michigan University and the National Association of Broadcast Employees and Technicians/Communication Workers of America (AFL-CIO) recognize their responsibilities under federal, state, and local laws relating to fair employment practices.

The University and Union recognize the moral principles involved in the area of civil rights and affirmative action and reaffirm in the following negotiated Agreement their commitment not to discriminate because of participation in or affiliation with any labor organization, race, color, religion, sex, national origin, age, marital status, weight and height except to the extent that such matters are, under law, allowable bona fide job qualifications.



AGREEMENT

- 1-1 This Agreement entered into this 11th day of November, 1994, is between the Central Michigan University Board of Trustees (being the constitutional and statutory board of control of Central Michigan University) herein referred to as "University" and the National Association of Broadcast Employees and Technicians/Communications Workers of America (AFL-CIO) herein referred to as "NABET/CWA," or "Union."
- 1-2 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations. To these ends the University, the employees and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.
- 1-3 CMU (AA/EO institution) encourages diversity, and resolves to provide equal opportunity regardless of race, sex, disability, sexual orientation or other irrelevant criteria.

DEFINITIONS

Employees at the University are defined as follows:

- 2-1 Regular Full-Time Employee - A regular full-time employee is one who is regularly scheduled to work forty (40) hours per week.
- 2-2 Regular Part-Time Employee - An employee who is regularly scheduled at least twenty (20) hours per week but less than forty (40) hours per week as follows:
- a) One-half (1/2) time employee - Twenty (20) to twenty-nine (29) hours per week.
 - b) Three-fourths (3/4) time employee - Thirty (30) hours to thirty-nine (39) hours per week.

Certain benefits are prorated for regular part-time employees according to the ratio of their position to a full-time position or based on actual dollars earned. They are as follows:

- | | |
|-------------------|--------------------------------------|
| 1. Vacation | 6. Personal Leave With Pay |
| 2. Sick Leave | 7. Funeral Leave With Pay |
| 3. Life Insurance | 8. Jury Duty Leave With Pay |
| 4. Retirement | 9. Long-Term Disability Benefit |
| 5. Holiday Pay | 10. Longevity Pay (effective 7/1/86) |

- 2-3 Provisional Employee - A provisional employee is a person who is employed for a period of time which will equal or exceed one (1) year. The appointment may continue beyond the original time contingent on the continuation of the project and availability of funds subject to appropriate provisions of the Agreement and/or restrictions placed on the University by the funding source.

When a provisional position is created, the University shall inform the Union of the position and the expected duration of the position. If the provisional position lasts longer than the originally specified time, the University will notify the Union. All benefits and pay rates afforded regular employees will be granted to provisional employees. Provisional employees may hold full-time or part-time positions based upon the definition of full-time and part-time employees set forth in this Agreement.

Upon request, the University will provide the opportunity to review pertinent funding documents as permitted by law.

Internally funded provisional positions will become regular positions if not eliminated within two (2) years.

- 2-4 Temporary Employee - An employee who works at a designated temporary job to meet the requirements of the University that may be occasioned by the absence of an employee, temporary or abnormal increased work loads, or any other conditions that may create short-term staffing problems. Temporary employees do not receive the benefits afforded regular employees. The maximum term of appointment for a temporary position is six (6) months with the exception of temporary employees who are replacing regular employees on an approved leave of absence in which case the maximum term of appointment will be one (1) calendar year. Exceptions to the time limits may be made by mutual agreement between the Union and the University. This section is not intended to limit the University's right to use temporary employees to fill re-occurring short-term requirements. The Union President will be notified of any temporary appointments that will involve bargaining unit work. The written notification will include the name of the temporary employee, type of work to be performed and anticipated hire and termination dates.

- 2-5 Student Employee - It is recognized by the Union that, as a matter of policy, the University is committed to providing work opportunities for Central Michigan University students who, by definition, are excluded from the bargaining unit. Nothing contained in this Agreement shall be construed to impinge upon that policy.

- 2-6 It is understood and agreed that students and temporary employees will not be used to permanently replace regular employees or reduce the regular hours of employees. In the event of a layoff, part-time employees in the affected classification will be laid off first within their classification, except as provided in paragraph 29-4.

UNION DESCRIPTION

- 3-1 The University acknowledges that in an election July 30, 1980, a majority of the employees described in the following bargaining unit description voted to have the Union represent these persons and acknowledges that on August 11, 1980, the Michigan Employment Relations Commission certified the Union as the sole and exclusive representative for the purposes of bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment. The bargaining unit recognized is as follows:
- 3-2 All regular and provisional full-time and part-time employees employed in CMU Public Broadcasting by the Central Michigan University Board of Trustees in the classifications listed below: TV Operator, TV Engineer, Senior TV Engineer, TV Engineer-Maintenance Engineer, Operations Supervisor, Graphic Artist, Director of Publicity and Promotion, Producer-Director, TV Program Manager, Radio Producer, Executive Producer, Radio News Director, Radio Program Director, Maintenance Supervisor, TV Transmitter Supervisor, excluding all other employees. (See Appendix A)

RIGHTS OF THE UNIVERSITY

- 4-1 Management Rights - The University has the right to the general supervision of the Institution and the control and direction of the expenditures from the Institution's funds. The University, by this Agreement, reserves and retains, solely and exclusively all rights to manage, direct and supervise the University's work force and affairs, and retains solely its management rights and functions except as they are clearly and expressly limited or abridged by this Agreement.
- 4-2 Such rights are, by way of illustration, but not limitation: determination and supervision of all policies, operations, methods, processes; duties and responsibilities of employees; size and type of staff; standards of employment related to performance; assignments; responsibilities to be performed; scheduling of these responsibilities; hiring persons employed; promotion; transfer; reassignment; evaluation; whether to grant regular status during the probationary period; suspension; discipline; discharge; lay-off of employees; determination of compensation; establishment, modification or abolition of programs and work units; work to be done; and determination and implementation of acquisition, location, relocation, installation, operation, maintenance, modification, retirement and removal of any or all of its equipment and facilities and control of its property.

CHECK-OFF

- 5-1 Payment By Deduction - During the life of this Agreement, the University agrees in accordance with, and to the extent of, any applicable State or Federal laws to deduct monthly membership dues and service fees in an amount established by the Union proportionately each pay period, from the wages due all employees of the bargaining unit who individually and voluntarily give the University written authorization to do so and shall forward such dues to the Treasurer of the Union at an address furnished in writing to the Payroll office by the Union on or before the seventh (7th) day after each pay date. Such written authorization shall continue for the duration of this Agreement unless the employee gives written notice of termination of employment to the University and the Union at least fifteen (15) days prior to any pay period of this Agreement. The Union agrees to indemnify and save the University, its trustees, employees and agents, harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Union dues from any employee's pay, including but not limited to damages, penalties, expenses of litigation and attorney's fees. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union as set forth above.

5-2 The aforementioned authorization shall be in the following form:

**CENTRAL MICHIGAN UNIVERSITY
PAYROLL DEDUCTION AUTHORIZATION**

I, _____, hereby authorize the University to deduct from my earnings each bi-weekly payroll period the indicated amount and to remit this deduction to the needed agency.

Purpose of Deduction: _____

NABET/CWA dues or service fee: _____

Effective Date: _____

Amount of Deduction: _____ (or such change in amount as levied by the Union for such dues or service fee after thirty (30) consecutive calendar days written notice to the Payroll Office of the larger amount).

Deduction to be Remitted to: _____

Dated: _____ Signature: _____

Social Security No.: _____ Department: _____

5-3 Deductions - Deductions shall be made only in accordance with the provisions of said Payroll Deduction Authorization, together with the provisions of this Agreement. The University shall have no responsibility for the collection of membership dues and special assessments, or any other deductions not in accordance with this provision. Only earnings received from the performance of Public Broadcasting work is counted toward the calculation of dues.

5-4 Delivery of Executed Authorization of Payroll Deduction Form A properly executed copy of such Payroll Deduction Authorization form for each employee for whom the Union membership dues or service fee is to be deducted hereunder shall be delivered to the Payroll Office before any payroll deductions are made. Deductions shall be made thereafter only under Payroll Deduction Authorization forms which have been properly executed and are in effect. Any Payroll Deduction Authorization which is incomplete or in error will be returned to the Union by the University.

- 5-5 When Deductions Begin - Deductions under all properly executed Payroll Deduction Authorization Forms shall become effective at the time the application is tendered to the Payroll Office and shall be deducted from the first (1st) pay period beginning after that date and each pay period thereafter provided the employee has sufficient net earnings to cover such payment.
- 5-6 Refunds - In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union or Local Bylaws, refunds to the employee will be made by the Union.
- 5-7 Termination of Deduction - An employee shall cease to be subject to deductions beginning with the pay period immediately following the month in which the employee is no longer a member of the bargaining unit. The Union shall be notified by the University of the name of such employee following the end of the pay period in which the termination took place.
- 5-8 Disputes Concerning Deduction - Any dispute between the Union and the University which may arise as to whether or not an employee properly executed or properly revoked a Payroll Deduction Authorization form shall be reviewed with the employee by a representative of the Union and the designated representative of the University. Should this review not dispose of the matter, the dispute may be referred to the grievance procedure provided hereunder. Until the matter is disposed of, no further deductions shall be made.
- 5-9 Limit of University's Liability - The University shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- 5-10 List of Employees Paying Dues Directly - The Union shall furnish the Payroll office within thirty (30) consecutive calendar days after the effective date of this Agreement, the names of all persons paying dues or service fees directly to the Union. Thereafter the Union will furnish the Payroll office a monthly list of any changes.

UNION SECURITY

- 6-1 To the extent that the laws of the State of Michigan and of the United States of America permit, it is agreed that:
- a. Employees covered by this Agreement at the time it becomes effective and who were members of the Union on July 5, 1981, as a condition of continued

employment, shall continue membership in the Union.

- b. Employees covered by this Agreement who were employed by the University on or before July 5, 1981, and who have continued employment since that date and were not members of the Union nor paying a service fee to the Union on July 5, 1981, shall have a free choice as to membership in the Union, paying a service fee to the Union or doing neither without adversely affecting their continued employment.
 - c. Employees hired after July 5, 1981, shall be required as a condition of continued employment to either become members of the Union or pay a service fee to the Union for service rendered by the Union.
- 6-2 Union membership shall include the obligation to regularly tender dues and to pay the initiation fee uniformly required of all members.
- 6-3 The Union agrees to indemnify and save harmless the University, its trustees, employees and agents, against any and all claims, suits or other forms of liability arising from this clause including, but not limited to, damages, penalties, expenses and attorney's fees.
- 6-4 Fee payers who object to the payment of agency fees shall be provided the opportunity for objection as provided in the Agency Fee Payer Objection Policy on file with NABET/CWA Local 412 and in the Employee Relations office at the University.

EMPLOYEE GRIEVANCE PROCEDURE

- 7-1 Any employee grievances or questions of interpretation arising under the written provisions of this Agreement or written Supplemental Agreements hereto, shall be presented and processed as set forth below.
- a. Time limits for the grievance and arbitration procedure may be extended by mutual agreement.
 - b. Any reference to "days" in the grievance and arbitration procedures shall exclude Saturdays, Sundays and Holidays.

Grievances within the meaning of the grievance procedure and of the arbitration clause shall consist only of disputes about the interpretation of application or alleged violation of the clauses of this Agreement or written Supplemental Agreement thereto.

- 7-2 The Union may only bring a grievance which is a question of interpretation and/or application of the provisions of this Agreement, or Supplemental Agreements thereto, which cannot be brought by an employee under paragraph 7-1 above, arising under and during the term of this Agreement. Such a Union grievance shall be filed by the Union President, or the President's designee, beginning at Step Three (3) of the grievance procedure provided the grievance is submitted to Employee Relations no later than ten (10) days following the occurrence of the event giving rise to the grievance.
- 7-3 Step One (1) Immediate Supervisor (Oral) - An employee who has a grievance concerning the employee's employment may discuss the grievance with the employee's immediate supervisor or the employee may refer the grievance to the Union President or designated representative who may then accompany, and represent, the employee in a discussion of the matter with the employee's immediate supervisor. The employee should orally inform the employee's immediate supervisor of the grievance no later than five (5) days after the occurrence or the grievance will not be considered subject to the grievance procedure.
- 7-4 Step Two (2) Administrative Level (Written) - If the employee does not receive a satisfactory answer within two (2) days after presentation of the grievance, the employee may refer the grievance to the Union President or the President's designee. The grievance must also be filed in writing within ten (10) days from the oral presentation at Step One (1) in the office of Assistant to the Director of Public Broadcasting.

The Union President or the President's designee may reduce the grievance to writing for the employee. The written grievance must clearly indicate the following in order to be a proper grievance:

- a. The provision or provisions of this Agreement alleged to have been violated.
- b. The facts which are known at the time the grievance is submitted by the grievant and the Union President or designated representative which are alleged to pertain to the matter.
- c. The remedy desired.

A meeting will be arranged within five (5) days from the date the grievance is received by the Assistant to the Director of Public Broadcasting between the Union President or the President's designee, the aggrieved employee, the Assistant to the Director of Public Broadcasting and/or designated representatives within the department.

The Assistant to the Director of Public Broadcasting or designated representative will provide a written answer to the grievant and the Union President or the President's designee, within four (4) days from the date of the meeting in which the grievance was

discussed.

- 7-5 Step Three (3) University Level (Written) - If the Assistant to the Director of Public Broadcasting or designated representative's answer is not satisfactory to the grievant, the employee may present the grievance at Step Three (3) to Employee Relations not later than seven (7) days from the date of Step Two (2) grievance meeting. A meeting between the Union President, the aggrieved employee and representatives designated by the University, one (1) of which will be the Director of Employee Relations or designee, will be arranged to discuss the grievance within ten (10) days from the date the grievance is received in Employee Relations. A representative of NABET/CWA may attend the meeting.

The Union representatives may meet at a place designated by the University on the University's property for a one-half (1/2) hour period immediately preceding the meeting with the representatives of the University.

The University will answer the grievance in writing within six (6) days from the date of the meeting at which the grievance was discussed in accordance with the paragraphs above.

After referral to Step Three (3) and upon request to the Director of Employee Relations or designee, representatives of NABET/CWA, who will represent an employee in the grievance or arbitration procedure, may visit the University for the purpose of preparing the case for presentation. During such a visit, after arranging a time for the visit with Employee Relations, representatives may view any area relevant to the grievance with the Union President or the President's designee.

ARBITRATION

- 8-1 Submission to Arbitration - If the Union is not satisfied with the answer at Step Three (3) of the grievance procedure, the Union may submit the matter to arbitration by notifying Employee Relations in writing that the answer with respect to the grievance is not satisfactory to the Union and the Union is requesting arbitration. Such notice must be received in the Employee Relations office within thirty (30) days of the Step Three (3) meeting in order to be properly referred for arbitration.
- 8-2 Pre-Arbitration Conference - Following the date referral of the matter to arbitration by the Union is received in Employee Relations, the Union and the University will, within ten (10) days either meet or confer by telephone to select an arbitrator. If the Union and the University cannot agree upon an arbitrator, the party bringing the grievance shall make a written request including a copy of this Agreement, to one (1) of the following organizations requesting a list of seven (7) names of arbitrators to be given to the University and the Union by:

- a. Michigan Employment Relations Commission
- b. Federal Mediation and Conciliation Service
- c. American Arbitration Association

If either party is dissatisfied with the list, it may, within three (3) days after receipt, reject the list and request a new list of seven (7) arbitrators. Each party shall have the right to reject only one (1) list per arbitration case. Lists submitted by the organization shall not contain the names of arbitrators who, in the last ten (10) years, have been employees or employed by, retained by or associated with the University or the Local Union, or NABET/CWA.

Within ten (10) days after the parties have received a list of seven (7) arbitrators, which has not been rejected under this Agreement, the Union and the University shall either meet or confer by telephone for the purpose of determining an arbitrator. If the Union and University cannot mutually agree on one (1) arbitrator submitted on the list, or otherwise, the Union shall then strike one (1) name. The University shall then strike one (1) name and the parties shall continue alternately striking one (1) name in this order until one (1) name remains which has not been struck. The name remaining shall be the arbitrator. The representatives of the Union and the University shall then sign a paper stating the name of the arbitrator selected. The party bringing the grievance shall forward the paper, a copy of the contract, the grievance and written answers thereto, to the organization submitting the list of arbitrators which will be forwarded to the arbitrator.

- 8-3 The fees and approved expenses of an arbitrator shall be paid by the parties equally. The party seeking a cancellation or postponement shall pay any related fees or expenses of the arbitrator.
- 8-4 The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement; nor shall the arbitrator in deciding a case where the arbitrator feels there is conflict between the Agreement and the law, vary from interpreting the Agreement; nor shall the arbitrator in deciding a case imply into the Agreement provisions which are not in the written terms of the Agreement; nor shall the arbitrator substitute the arbitrator's discretion for that of the University or the Union, nor shall the arbitrator exercise any responsibility or function of the University or the Union.
- 8-5 The arbitrator's decision, made in accordance with the arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Union and the employee or employees involved.

DISCHARGE OR DISCIPLINE

- 9-1 Notice of Discharge or Discipline - The University agrees to promptly notify the employee in writing of any discharge or written discipline with a copy to the Union President.
- 9-2 Appeal of Discharge or Discipline - Should the discharged or disciplined employee who has completed the probationary period consider the discharge or discipline to be without cause, a grievance may be filed if presented in writing through the Local President at Step Three (3) in the grievance procedure within the time limits set forth therein.

VACANCIES

- 10-1 Job vacancies within the Union shall be announced by the University in a newsletter, posted on the bulletin board within the Public Broadcasting Department for five (5) weekdays prior to the closing of applications. The Union will receive a copy of the vacancy notice upon posting. A copy of the vacancy notice will be sent to the Atlanta office on Monday.
- 10-2 The Notice of Vacancy shall contain the following information:
- a. Position available;
 - b. Minimum qualifications for the position; and
 - c. Compensation for the position.
- 10-3 A promotion is defined as a change in an employee's classification to a classification allocated to a higher pay level.
- 10-4 The University shall make promotions available to employees who possess the necessary training, basic qualifications and physical qualifications for the job under consideration in accordance with prescribed University hiring and promotion procedures and in adherence to the University Affirmative Action Plan.
- 10-5 An employee who is promoted from within the bargaining unit shall be granted a forty-five (45) working day trial period to determine:
- a. His/her ability to perform the work.
 - b. His/her desire to remain in the position.

During the forty-five (45) working day trial period, the employee shall have the opportunity to revert back to the employee's former position. If the employee is unsatisfactory in a new position, the University may return the employee to the former position.

- 10-6 (FORMERLY LOA 9) Filling Positions and Temporary Assignments: The University will fill positions in a timely fashion. In instances where there will be a delay or the position will not be filled, the Union will be notified in writing regarding the distribution of specific duties to individual employees.

The work will be temporarily assigned to staff members, students and temporary employees or some combination of the above. The temporary assignment will take into consideration the work load of those affected. The temporary assignment will not exceed six (6) months.

PROBATIONARY EMPLOYEES

- 11-1 New employees hired in a department shall be considered as probationary employees for the first six (6) months of their continuous employment. The University will evaluate each probationary employee upon completion of three (3) months of service at the University and also upon completion of five (5) months at the University.
- 11-2 The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment. The Union does not represent probationary employees in matters of discipline or discharge, except when it is felt the discipline or discharge is related to Union activity.

HIGHER CLASSIFICATION PAY

- 12-1 When, at the direction of the supervisor, an employee is temporarily assigned to work a higher classification within the bargaining unit for at least eight (8) hours, the employee shall be paid an additional fifty (\$.50) cents per hour. When the higher classification work is outside the bargaining unit, the rate shall be an additional seventy-five (\$.75) cents per hour.
- 12-2 Upon request of the employee, the University agrees to write a letter for their personnel file indicating the higher classification work performed.
- 12-3 In lieu of 12-1, the Maintenance Supervisor will receive higher classification pay of nine (\$9) dollars per pay period.

PERSONAL LEAVE WITH PAY

- 13-1 a. Hourly employees are entitled to three (3) paid personal leave days per year for approved absences. Exceptions for adequate cause may be granted by the Assistant to the Director of Public Broadcasting.
- b. Salaried employees hired prior to July 1, 1981, will not have a specific number of days of personal leave granted. However, it is understood that the average usage of personal leave days is approximately three (3) days per year for salaried employees. Exceptions for adequate cause may be granted by the Assistant to the Director of Public Broadcasting.
- c. Salaried employees hired after July 1, 1981, are entitled to three (3) personal leave days per year for approved absences. Exceptions for adequate cause may be granted by the Assistant to the Director of Public Broadcasting.
- d. Personal leave benefits for regular part-time employees in the bargaining unit will be prorated on the basis of the proportion of the position held by the employee to regular full-time employment.
- 13-2 An employee shall arrange for taking personal leave with his/her supervisor with reasonable notice in advance of the time desired by the employee. Supervisors will respond to requests for personal leave as soon as possible following the receipt of the request. Supervisors shall be reasonable when considering an employee's request for certain dates and times as personal leave. Supervisors may deny an employee's request if work loads do not permit taking personal leave at the particular time desired by the employee, except permission must be granted for any funeral or sickness of any family member or relative. Personal leave days do not carry over from year to year and if not used by the end of the fiscal year for pay purposes, they are lost. Personal leave may be taken in units of one (1) hour, and any time taken in a unit less than one (1) hour will be charged as one (1) hour.
- 13-3 An employee is not required to find a replacement when taking personal leave.

FUNERAL LEAVE WITH PAY

- 14-1 An employee will be given approved leave, with pay, not to exceed three (3) days per occasion as required by the circumstances, for the death of a person in the immediate family of the employee as defined in paragraph 14-3. Permission for longer absence with pay, under appropriate circumstances may be given by the employee's immediate supervisor with the approval of Employee Relations.

- 14-2 A reasonable number of employees may attend the funeral of an employee or former employee. Any pallbearer at such a funeral will get paid for the time so served and all persons attending such funeral shall return to work at the end of the funeral.
- 14-3 Immediate family includes the employee's spouse, children, parents, or foster parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, employee's grandparents, grandchildren, employee's spouse's grandparents and any person for whose financial or physical care the employee has been principally responsible.

COURT REQUIRED SERVICE WITH PAY

- 15-1 A regular or provisional employee who is summoned and reports for jury duty as prescribed by applicable law, or who is served with a subpoena to appear in court and is not a party to this action, will be paid the difference between the employee's pay for jury duty or witness fee and the employee's base pay for time missed from the employee's regular work. In order to receive the payment referred to, the employee will: (a) give the employee's immediate supervisor prior notice as soon as is reasonably possible that the employee has been summoned for jury duty or has been subpoenaed as a witness in the case and is not a party to the case; (b) give satisfactory evidence that the employee performed such jury or witness duty on the days which the employee claims payment; (c) produce satisfactory evidence of the amount the employee was paid in jury duty fees or witness fees; and (d) each day return to work when released from jury duty or witness duty (either temporarily or permanently) unless the employee is not released in time to reasonably permit the employee to return one (1) or more hours before the end of the shift.

MILITARY LEAVE WITH PAY (SHORT TOURS)

- 16-1 All employees who belong to the National Guard, Officers Reserve Corps or similar military organizations will be allowed an approved leave of absence not to exceed fifteen (15) days in any calendar year when ordered to active duty for training. The University will pay the difference between the employee's military pay and regular pay, if his/her military pay is less. The computation of this difference will be: gross University pay for the authorized period of time less all military pay and allowances for that period.
- 16-2 Alternatively, if the employee requests and is scheduled for vacation during this leave, the employee will receive full vacation pay rather than receiving the difference in pay as described above.

SICK LEAVE WITH PAY

The sick leave plan described below becomes effective with the 1995-96 fiscal year and conversion per appendix E will be done at that time. Employees will continue on the former sick leave plan as described in the former agreement until that time.

- 17-1 Regular and provisional full-time employees shall accrue sick leave at the rate of 4.00 hours each two week pay period (thirteen (13) days maximum accrual per year).
- 17-2 An employee working part-time will accrue sick leave days in proportion to the relationship of his/her appointment to a full-time position.
- 17-3 Sick leave may be accumulated up to one hundred thirty (130) days.
- 17-4 All full- or part-time employees may use their sick leave days during any period in which they are scheduled on the payroll for absences due to employee illness, injury and doctor or dentist appointments.
- 17-5 Sick leave days may not be used for illness of family members.
- 17-6 Sick leave may be used in units of one-half (1/2) hour or more.
- 17-7 The department, in considering the employee's request, will take into consideration the following:
 - a. Legitimacy of the request, which may include a physician's statement.
 - b. Previous sick leave usage record, with consideration given to extended or long-term illness and medical leave.
 - c. Supervisor's recommendation.
- 17-8 An employee requesting accrued sick leave benefits may be required to submit a Medical Verification to the Employee Relations office. Until such statement is filed, the absence(s) will be considered as lost time, and the employee's pay will be reduced accordingly.
- 17-9 Medical Verification - When the University requests medical verification, such medical verification must be secured from the attending physician and must include the following information:
 - 1. Diagnosis
 - 2. Prognosis
 - 3. Treatment plan

4. Why the illness/injury is debilitating
 5. The anticipated duration of the debilitating illness/injury
-
- 17-10 An employee who has exhausted all of his/her sick leave and a minimum of ten (10) days of vacation/personal leave may choose to incur a deficit of up to thirty (30) days in their sick leave account to be paid at sixty percent (60%) of the employee's regular wage rate. Any deficit will be deducted from future sick leave accruals after the employee returns to work. If an employee does not return to work, or terminates employment with a negative balance in their sick leave account, the negative amount of time will be deducted from their final check.
 - 17-11 An employee who has chosen not to incur a sick leave account deficit, or who has reached the allowable sick leave account deficit will be removed from the payroll until he/she reports back to duty.
 - 17-12 Whenever an employee is eligible for benefits under the long-term disability program, the provisions of that program supersede this sick leave program.
 - 17-13 Records and Reports - The University shall maintain a sick leave record on all employees. The record shall be credited with accrued sick leave time based on hours in an active pay status basis and debited periodically as sick leave benefits are used. All absences from work other than approved sick leave, vacation or other approved absences with pay will be without pay, and proper deductions will be made from the employee's paycheck, except as otherwise provided in this article.
 - 17-14 As a transition to the accrual system, each current NABET/CWA employee will carry over sick leave hours based on the model in Appendix E.
 - 17-15 As a test, we will agree to a trial incentive program for 1995-96, 1996-97 and 1997-98. Employees who have one hundred thirty (130) days of accrued sick leave at beginning of fiscal year, who use less than thirty (30) hours of sick time during fiscal year, will receive One Hundred Twenty-five dollars (\$125). This program will end June 30, 1998.

LEAVE OF ABSENCE WITHOUT PAY FOR ILLNESS OR DISABILITY

- 18-1 An employee who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick pay from all sources and vacation payments, will be granted a leave of absence without pay upon request in writing to Staff Personnel Services in furnishing evidence of disability satisfactory to the University. Such request and evidence may be delivered or sent to Staff Personnel Services by the Union or any other interested party. Requirement number two (2) shall be waived in whole or in part by Staff Personnel Services at the employee's request. The leave of absence shall be for the

period of continued disability for a maximum period of time of two (2) years. Requests for extensions of a leave of absence beyond two (2) years may be submitted to Staff Personnel Services. To continue the leave of absence, an employee must receive appropriate medical treatment and furnish satisfactory evidence of continuing disability. When necessary, physicians' opinions shall be the basis used to determine the question of appropriate medical treatment or evidence of continuing disability.

Medical Condition Following Leave - An employee returning from an unpaid medical leave of absence may be required to furnish a physician's statement as to the employee's condition with respect to whether the employee's condition might interfere with the performance of the employee's duties. If the University requires a medical statement from an employee returning from a personal leave of absence, then the examination will be at the expense of the University.

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

PERSONAL LEAVE OF ABSENCE WITHOUT PAY

- 18-2 Leaves of absence without pay up to one (1) year may be granted in cases of exceptional need for those employees who have been employed on a regular basis and are currently covered under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's family, child care for a newborn infant (including newly-adopted children who are not enrolled in school up to age six (6), education or an extended trip, but not for the purpose of obtaining employment elsewhere. Employees will be required to exhaust all but three (3) days vacation prior to being granted an unpaid personal leave. The employee will be notified by the University prior to beginning the leave of absence as to whether or not the employee may return to the same position upon completion of the leave of absence.

MILITARY LEAVE WITHOUT PAY (LONG TERM)

- 18-3 The University will comply with state and federal laws regarding any leaves and/or reemployment rights for employees who volunteer for military service.

LEAVE OF ABSENCE WITHOUT PAY QUALIFICATIONS

- 18-4 An employee who is on leave of absence without pay will maintain continuous service but will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with Staff Personnel Services about maintaining the employee's group life insurance and health coverage during this period. All leaves of absence must be requested in writing and approved by the Assistant to the Director of Public Broadcasting.

HOURS OF WORK

- 19-1 Hourly Employees - The regular work week for full-time hourly employees shall consist of five (5) days of eight (8) consecutive hours. All hours in excess of eight (8) in a work day or forty (40) in one (1) week shall be compensated for at one and one-half (1 1/2) times the regular rate of pay.

WCML hourly employees are paid one and one-half (1 1/2) times the regular rate of pay for all hours in excess of forty (40) hours in one (1) week.

- 19-2 Salaried Employees - All hours in excess of ten (10) hours in a work day or forty-five (45) hours in one (1) week shall be compensated for at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

WCML salaried employees are paid one and one-half (1 1/2) times the regular rate of pay for all hours in excess of forty-five (45) hours.

- 19-3 It is understood that overtime for hourly and salaried employees must be approved in advance by the appropriate supervisor. Compensatory time off may be mutually agreed to by the affected employee and appropriate Administrator.

- 19-4 For the purpose of computing overtime pay in an employee's work week for days when the employee does not work, a sick day for which he/she receives sick pay; a vacation day for which he/she receives vacation pay; or a holiday for which he/she receives holiday pay will be counted as a day worked.

- 19-5 Workday - The workday shall be determined based on the day in which the majority of the hours are worked.

19-6 Schedules

- a. The University will post schedules for the Broadcast Engineers ten (10) working days prior to the beginning of the month covered by the schedule. A sincere effort will be made to keep changes to a minimum. When changes are necessary, the employee affected by the change will be notified personally as soon as possible.
- b. It is agreed that during the period of this contract no employee shall be scheduled or assigned to a work load that jeopardizes his/her health or safety.

19-7 Call-In Pay - Any employee reporting for duty at the employer's request for work which is outside of and not continuous with the employee's regular work period shall be compensated for at least three (3) hours of pay at the rate of one and one-half (1 1/2) the regular rate of pay.

- a. (FORMERLY LOA 6) Employees not scheduled to work but who are called in to work on a legal holiday will be paid a minimum of three (3) hours at time and one-half under the call-in provision (20-8) or two (2) times their regular straight-time rate for hours worked, whichever is greater.
- b. (FORMERLY LOA 6) Employees not scheduled to work but who are called in to work on an additional holiday or Easter will receive a minimum of three (3) hours of pay at time and one-half under the call-in provision (20-8) or equivalent time off at straight-time, at the option of the employee.

19-8 An employee who is designated to receive calls at home and spends a minimum of fifteen (15) minutes on the phone will be compensated at the applicable rate of pay for time worked.

19-9 (FORMERLY LOA 5) It is the intent of the University to observe the following criteria in scheduling. For the purposes of fund raising events, the twelve (12) hours and fifty-six (56) hour rest periods may be waived.

- a) Providing a rest period of at least fifty-six (56) hours between the conclusion of one (1) work week and the commencement of the next week.
- b) Providing a rest period of at least twelve (12) hours between work shifts.
- c) Scheduling full shifts rather than split shifts.

HOLIDAYS (PAID)

- 20-1 Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day shall be paid holidays.
- 20-2 Each employee not on leave of absence or layoff who is not scheduled to work on such holidays shall be paid for eight (8) hours at the employee's regular straight-time rate of pay, provided that:
- a. Newly-hired employees have been on the active payroll of the University at least one (1) day immediately preceding the holiday involved.
 - b. Such employee works or is excused from his/her scheduled work day immediately preceding and his/her scheduled work day immediately succeeding the holiday involved.
- 20-3 An employee who is scheduled to work on any holiday and does not work said day or is not excused from work shall receive no pay for such holiday.
- 20-4 Except as provided in paragraph 20-5, whenever one of these holidays falls on Saturday, the preceding Friday shall be observed as the designated holiday. Whenever one of these holidays falls on Sunday, the following Monday shall be observed as the designated holiday. Whenever one of these holidays falls on a scheduled day off in the employee's work week and the employee does not work on this day and no other day is observed as a holiday by the University, the employee will receive an additional day, the time to be arranged with the employee's supervisor during the University fiscal year or receive payment for eight (8) hours straight-time pay in lieu of the day off.
- 20-5 When a legal holiday falls on Sunday, and under the Agreement the holiday is observed by the University on the following Monday, and an employee's regular schedule requires the employee to work on that Sunday with the following Monday off, the holiday for that employee will be Sunday. When a legal holiday falls on Saturday, and under the Agreement the holiday is observed by the University on the preceding Friday, and an employee's regular schedule requires the employee to work on that Saturday with the preceding Friday off, the holiday for that employee will be Saturday.
- 20-6 An employee who is required to work on one (1) or more of these legal holidays will be paid at two (2) times his/her straight-time rate for that day and will also be paid for an additional day at his/her straight-time rate in lieu of the holiday.
- 20-7 If an employee terminates employment, the employee will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the

period of his/her projected terminal leave.

- 20-8 Christmas Break - When an employee is required to be on-call over the Christmas break, the employee will receive twenty (\$20) dollars per day in addition to his/her regular rate of pay for each day in an on-call status.
- 20-9 Additional Holidays - All employees will receive the first working day after Thanksgiving Day as an additional holiday. In addition, most employees will not work the four (4) working days between December 25 and January 1 of the following year. Those employees who do not work during the above period because of this provision shall be paid for days they normally would have been scheduled for work as additional holidays to the extent that such payment is not provided for in the "Legal Holiday" provision of this Agreement. All employees who are, because of the nature of their work, required to work what would be an additional holiday under this paragraph, will be paid the employee's regular straight-time rate for the day and will receive an additional day off during the University fiscal year to be arranged with the employee's supervisor or receive payment for eight (8) hours straight-time pay in lieu of the day off.
- 20-10 Easter Sunday - Employees who are required to work on Easter Sunday will be paid the employee's regular straight-time rate for hours worked and will receive equivalent time off with pay to be used during the fiscal year at a time mutually agreeable between the employee and the supervisor.

VACATION

- 21-1 General - An employee employed on a full-time basis is eligible for twenty (20) days per year, accrued at the rate of 6.15 hours per pay period. A regular and provisional part-time employee accrues vacation on a prorated basis according to the ratio of his/her position to a full-time position. Vacation is not accrued during periods when the employee is not on the active payroll. An employee may not accrue vacation in excess of three hundred (300) hours in accordance with the standard University policy. Temporary employees do not accrue vacation time.
- 21-2 Utilization - Supervisors shall be reasonable when considering an employee's request for vacation time. Supervisors will respond to requests for vacation as soon as possible following receipt of the request. The employee is not required to find a replacement when taking vacation.
- 21-3 Use of vacation time is governed by the following conditions:
- a. It is expected that vacations will be taken at a time agreeable to both the employee and the University.

- b. If a holiday falls within an employee's vacation the employee will be given an additional day of vacation time to be used at a mutually agreeable time.
- c. Vacation time may not be taken in units of less than one-half (1/2) day.
- d. An employee with at least one (1) year of service whose employment is terminated will receive pay for all vacation time accumulated as of his/her termination date. It should be noted, however, that the last day worked is the termination date. Vacation cannot be used to extend the date of termination.
- e. Vacations will be chosen in accordance with classification seniority. Vacation pay will be the base pay for that pay period.
- f. If an employee terminates, voluntarily or involuntarily, prior to completing twelve (12) months of continuous service, such employee shall forfeit all rights to vacation time accrued to date of termination. An employee may, however, be permitted to use accrued vacation credits prior to completing twelve (12) months of continuous service. In such case the employee shall sign a form provided by the University which stipulates that should the employee fail to complete the twelve (12) months of continuous service, the University is authorized to deduct that amount of money equivalent to pay received for the advanced vacation from the employee's final pay check. An employee who terminates after completing twelve (12) months of continuous service shall be entitled to all vacation time accumulated to the date of termination. After June 30, 1997, an employee who terminates shall be entitled to receive pay for accrued and unused vacation time up to a maximum of one hundred sixty (160) hours.
- g. In the event of a vacation scheduling conflict where vacation has not been previously approved by the Department Administrator, the employee requesting vacation who has the highest classification seniority will receive preference for vacation authorization in accordance with departmental scheduling guidelines.

FLEXIBLE BENEFITS PROGRAM

- 22-1 All employees covered by this agreement are eligible to participate in CMU Choices, the University's Flexible Benefit Program.
- 22-2 In CMU Choices, each employee will have the opportunity upon hire to select from the options listed below. An annual open enrollment period will be held to afford employees the opportunity to change their selections, except for the dental selection which is a two (2) year choice. Employees may make changes during the year if they

have a family status change (birth, death, marriage, adoption, etc.). These changes must be made in the Compensation & Benefits Office/Staff Personnel Services within thirty (30) days of the event.

- 22-3 All insurances become effective the first day of the month following the month in which the employee is hired and terminate on the day the employee terminates employment.
- 22-4 Employees will not be allowed to carry duplicate coverage for themselves or their dependents through the University.
- 22-5 An employee whose spouse is also employed by the University will not be permitted to combine their respective University contribution for the purchase of higher cost benefits.
- 22-6 If the employee's spouse does not work at the University and the spouse's employer offers insurance coverage, the spouse must sign up for insurance coverage (at least single subscriber) with their employer before they can be covered on University policies.
- 22-7 Employees whose regular appointment is for less than twelve (12) months will be considered part-time employees, even if they work forty (40) hours per week. As part-time employees, they will be eligible for a reduced contribution for health insurance and will not receive any University contribution for Dental. They will receive the University contribution for all twelve (12) months as long as they remain employed by the University.
- 22-8 For additional information on CMU Choices and the rules governing the program, please refer to the enrollment workbook.

COVERAGE	OPTIONS	LEVELS OF COVERAGE	UNIVERSITY CONTRIBUTION	EMPLOYEE CONTRIBUTION
MEDICAL	4 Plans	Single Two Person Family No Coverage*	University contribution toward cost, see Appendix D	Employee may contribute toward cost with pre-tax dollars, see Appendix D
DENTAL	2 Plans	Single Two Person Family No Coverage	University contributes toward cost for full-time employees, see Appendix D	Employee may contribute toward cost with pre-tax dollars, see Appendix D
LIFE INSURANCE and AD&D**	5 Levels	Employee Only	University contributes toward cost, see Appendix D	Employee may contribute toward cost with pre-tax dollars, see Appendix D
LONG-TERM DISABILITY	2 Plans	Employee Only	University contributes toward cost, see Appendix D	Employee may contribute toward cost with pre-tax dollars, see Appendix D
FLEXIBLE SPENDING ACCOUNTS	2 Plans		University does not contribute	Employee funds with pre-tax dollars
DEPENDENT LIFE INSURANCE	7 Options	Cover spouse and/or dependent children	University does not contribute	Employee may purchase with post-tax dollars

*Must show proof of coverage outside the University

**Accidental Death and Dismemberment

RETIREMENT

23-1 Participation - Two (2) retirement systems are offered at the University.

- a. Michigan Public School Employees Retirement System;
- b. TIAA-CREF. Michigan statute prohibits making TIAA-CREF available to hourly employees in this Union.

- 23-2 Salaried Employees - Must elect to participate in one (1) of these retirement programs within ninety (90) days of the effective date of employment. If an election is not made within the ninety (90) day period, an irrevocable decision to participate in the Michigan Public School Employees Retirement System will be assumed to have been made. If the Michigan law is changed allowing a different election period, this section will be changed accordingly.
- 23-3 The University contributes twelve percent (12%) of base salary to TIAA-CREF for these employees selecting this retirement benefit. The University's contribution to the MPERS is mandated by the state and can vary from year to year.
- 23-4 All BR employees are eligible for an optional 403(b) deferred investment program, the Annuity Loan Provision and Retirement Cashability Provision.
- 23-5 Details concerning University retirement and deferred investment programs are available in Staff Personnel Services.

TRAINING AND EDUCATIONAL OPPORTUNITIES
(FORMERLY LETTER OF AGREEMENT - No. 2)

- 24-1 It is the intent of the University to provide opportunities for all employees to improve professional skills through on-the-job training, programmed courses, reference libraries, University and off-campus workshops, courses and seminars.
- 24-2 Any full and part-time regular or provisional employee is eligible for the Faculty/Staff Tuition Plan.
- 24-3 The University agrees to work with employees who experience difficulty in being able to register for classes because of work schedules. Employees who experience this conflict should contact the Assistant to the Director of Public Broadcasting.
- 24-4 The University agrees to consider an employee's request to observe the operations of another institution in order to apply that knowledge to our institution.
- 24-5 Tuition reimbursement not utilized by the employee is available to spouse/dependents who desire to attend classes at Central Michigan University. Under the Faculty/Staff Tuition Plan, the University will cover tuition cost up to six (6) credit hours each semester and summer session for the employee and twelve (12) per semester for spouse/dependents with a maximum of twenty-four (24) credits per year for Central Michigan University classes taken for credit. A copy of the Faculty/Staff Tuition Plan is available from the Compensation & Benefits Office/Staff Personnel Services. An employee must be in a pay status on the first official day of classes, as listed in the *CMU Bulletin*, to be eligible for any tuition waiver benefit.

PARKING REGULATIONS

- 25-1 An employee (after registering his/her motor vehicle and properly displaying the parking permit provided by the University) may park under the University regulations in the University parking system. An employee agrees to abide by the University Parking and Traffic Ordinances.
- 25-2 The University agrees to contribute up to fifty (\$50) annually towards the cost of one (1) parking permit for an employee regularly assigned to work on campus.

SAFETY SHOES

- 26-1 The University will provide sixty dollars (\$60.00) per year toward the cost of purchase of safety shoes for each employee required to wear safety shoes.

SAFETY COMMITTEE

- 27-1 A safety committee with three (3) representatives from NABET/CWA (one of which will serve as chair), one (1) representative from Public Broadcasting Management, one (1) representative from Staff Personnel Services, and one (1) representative from the Safety Office, will meet on a regular basis to discuss health and safety matters only. All employees will report any safety problems observed to their immediate supervisor, as soon as possible.

SHIFT DIFFERENTIAL

- 28-1 An hourly employee who works on the second or third shifts, established by the University, shall receive, in addition to his/her regular pay, twenty-five cents (25¢) per hour for the second shift, and thirty-five cents (35¢) per hour for the third shift. Such differential is to be added to total wages and does not increase the hourly rate and will be paid for all hours worked on a shift. The second shift hours are 5:00 p.m. to 12:00 midnight. The third shift hours are 12:00 midnight to 8:00 a.m.

REDUCTION, REALLOCATION AND RECALL OF WORK FORCE

- 29-1 The following provisions shall be applied to all employees dependent upon restrictions of an external funding source for the position the employee holds. Positions funded under grants or contracts with the Corporation for Public Broadcasting, whether filled or vacant, are not subject to being filled by a person bumping from a position funded by another source at the time of layoff.
- 29-2 Reduction or Reallocation of Work Force - Except as otherwise provided in this Agreement, when there is a decrease, reallocations of work force or discontinuance of operations resulting in a layoff of employees in the bargaining unit, the following procedure shall be followed.
- 29-3 The University shall designate those positions which are to be vacated by reason of layoff. Employees to be laid off for an indefinite period of time will have at least thirty (30) calendar days written notice of layoff. The University will send a list of the employees to be laid off to NABET/CWA at least thirty (30) calendar days prior to the layoff.
- a. An employee who occupies a position designated for layoff shall be transferred, conditioned on previous work history (including work records of attendance, discipline, and work performance), interpersonal skills and other skills measuring those factors against the particular requirements set by the hiring department and the University for the job involved in the following order of priority:
- 1) To a vacancy in the same classification.
 - 2) To replace an employee with the least seniority in the employee's same classification.
 - 3) To a vacancy in the employee's classification series assigned to the next lower pay level.
 - 4) To replace the least senior employee in the employee's classification series at the next lower pay level in descending order by pay level throughout the employee's entire classification series within the bargaining unit.
- 29-4 A probationary employee will be laid off first if he/she is in the affected classification series and pay level.
- 29-5 Classification series for the reduction or reallocation of the work force referred to in 29-5A through 29-5D shall be defined as follows:

- (A) TELEVISION PRODUCTION
 - Program Manager/TV
 - Producer-Director/TV
 - Mkt. Rep/Executive Producer/TV
 - Traffic Coordinator/Production Specialist

- (B) RADIO PRODUCTION
 - Program Director/Radio
 - Mkt. Rep-Executive Producer/Radio
 - Program Producer/Radio

- (C) ENGINEERING
 - Maintenance Supervisor
 - Transmission Supervisor
 - Operations Supervisor
 - Maintenance Engineer
 - Broadcast Engineer
 - Transmitter Coordinator
 - Broadcast Operator

- (D) Public Information Coordinator

- (E) Graphics Coordinator

- (F) Fundraising Coordinator

29-6 Recall Procedure - An employee with seniority, who has been laid off pursuant to the provisions of paragraphs 29-1 through 29-5, shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure contained in paragraph 29-3. However, the University will not be required to promote an employee to a higher rated position at the time of recall unless the employee has previously performed the higher rated job, and possesses, at the time of recall, the necessary training, basic qualifications, and physical qualifications for performance of the higher rated job.

29-7 An employee shall retain recall rights for a period of no longer than six (6) months or the number of continuous years of employment at the University which the employee had acquired at the time of layoff up to a two (2) year maximum, whichever is greater.

- 29-8 Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. If an employee fails to respond within ten (10) days from the date of receiving notice, the employee shall be considered a quit. Failure to report to work within fifteen (15) days from response to notice shall be considered a quit. Extensions may be granted by the University in proper cases.
- 29-9 An employee recalled after a layoff which lasted for one (1) year or more may be required to successfully pass a physical examination at the University's expense before returning to work.
- 29-10 Seniority Definition - Seniority, for all purposes, is defined as uninterrupted employment with the University from the last date of hiring (does not include time as a temporary) and includes authorized leaves of absence, approved vacation, sick or accident leave or transfers within the bargaining unit.

SUBCONTRACTING
(FORMERLY LETTER OF AGREEMENT - No. 10)

- 30-1 While NABET/CWA understands the need in some cases for such work force supplementation, they also feel a need for certain information to be shared when it occurs.
- 30-2 In the future, Public Broadcasting agrees to notify NABET/CWA Local 412 in writing whenever departmental work is to be subcontracted. Written notification shall include the name of the contractor, type of work to be performed, and anticipated hire/termination dates. We agree to discuss the rate of pay, supervisor's name, and an explanation of why the work cannot be performed by a regular employee.

WORK AT 21 AND 27
(FORMERLY LETTER OF AGREEMENT - No. 1)

- 31-1 The following will clarify our intent for covering work which becomes necessary at Channels 21 and 27. The University recognizes that the worksites herein are within the jurisdiction of NABET/CWA Local 412. However, because of time and cost factors, both parties agree that some of the work will be contracted for outside of NABET/CWA Local 412 .

- 31-2 The University will contract out the weekly inspections of the Channel 21 and 27 transmitter sites. This may include routine inspection, adjustments and minor repairs such as reading meters, recalibrating remote controls in conjunction with a member of the WCMU engineering staff (by phone if appropriate), checking water levels, changing nitrogen tanks, resetting circuit breakers, performing visual inspection, video gain adjustment, automatic power level adjustment, replacing cable connectors and changing lamps. This list is illustrative only and is not intended to be all-inclusive.
- 31-3 It is the University's intention for major repairs to be performed by a member of NABET/CWA Local 412, or in the case of an emergency, the Director of Technical Services. For safety purposes when working with high voltage, two public broadcasting employees will be present at the site.
- 31-4 FCC regulations no longer require maintenance logs. The chief operator will be keeping a station log which he will review on a weekly basis. There will be intrusion alarms in both of the transmitter sites which will ring in the master control area of Channel 14.
- 31-5 Should the University find it necessary for repair and maintenance work to be conducted on a regular on-going basis in excess of twenty (20) hours per week at either site, a regular part-time position within NABET/CWA Local 412 will be created per the existing contract.

TRAVEL REGULATIONS

- 32-1 The official University travel regulations and reimbursement rates will apply to all employees.
- 32-2 An employee traveling to and from conferences, workshops, seminars or other work related educational meetings which last more than a day will receive his/her normal rate of pay for the day (eight (8) hours times regular base rate of pay) and will not receive overtime payment.
- 32-3 An employee traveling to perform work such as maintenance, remote productions or site surveys will receive his/her regular rate of pay for hours worked and will be subject to the appropriate overtime provisions for actual travel time and hours worked. Mileage reimbursement will be based upon mileage from base to remote site.
- 32-4 The University will provide AAA-recommended accommodations or its equivalent when requiring employees to travel out of town overnight.

32-5 Employee Assistance (FORMERLY LOA 4): The department has made it a practice, and will continue to do so, to provide assistance to employees who become ill on duty. If an employee is away from home on assignment, the department will assist that employee in seeking reasonable health care.

Any employee who becomes ill while on duty should contact their immediate supervisor so that steps can be taken to assist the employee.

32-6 Travel Provisions and Meals (FORMERLY LOA 7): Regular University travel provisions apply to day shift travel.

Employees required to travel on University business on the night shift will receive meal reimbursement as follows:

Lunch when traveling four (4) consecutive hours.

Lunch and breakfast when traveling eight (8) consecutive hours.

Lunch, breakfast and dinner when traveling ten (10) consecutive hours.

Lunch, breakfast and dinner when traveling over ten (10) consecutive hours.

Employees cannot be reimbursed for more than one (1) day meal allowance in a twenty-four (24) hour period.

CLASSIFICATION DESCRIPTIONS

33-1 All employees will be provided a classification description by the University within sixty (60) days of hire date or change in classification.

33-2 The University shall provide the Union with a written classification description of any new or changed classification. The Union may request a meeting with the University to discuss the contents of the job classification description.

33-3 If the duties of a classification are changed, the changes shall be consistent with the skill, effort and responsibility of the existing duties associated with the classification as determined by Staff Personnel Services.

STRIKES

- 34-1 The Union, its officers, agents, members and employees covered by this Agreement agree that as long as this Agreement is in effect there shall be no strikes, sitdowns, slowdowns, stoppages of work, boycott or any unlawful acts that interfere with the University's operations. Any violation of the foregoing may be made the subject of disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation on the University's right to any other remedy under law for such violation. The penalties imposed for violation of this section shall not be subject to the grievance procedure under this Agreement.

VALIDITY

- 35-1 This Agreement shall be effective to the extent permitted by law, but if any part thereof is invalid, the remainder shall nevertheless be in full force and effect.

SALARY

- 36-1 The base salaries of all current employees in the bargaining unit shall be increased three (3%) percent upon ratification, three (3%) percent at the beginning of fiscal year 1995-96, three (3%) percent at the beginning of fiscal year 1996-97 and three (3%) percent at the beginning of fiscal year 1997-98. An employee hired after April 1 of the fiscal year is eligible for the range increase but not for the across-the-board adjustment.

PAY RANGES

- 37-1 The pay ranges will be accordingly:

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Minimum:	1%	No Increase	No Increase	No Increase
Maximum:	3%	3%	3% plus Longevity	3%

PUBLIC BROADCASTING
SALARY SCHEDULE
1994-95

Pay Level	Minimum	Midpoint	Maximum
BR-1 HOURLY	\$7.63	\$9.69	\$11.75
BR-2 ANNUAL	\$21,786	\$27,947	\$34,108
BR-2 HOURLY	\$10.47	\$13.44	\$16.40
BR-3 ANNUAL	\$23,952	\$30,583	\$37,214
BR-3 HOURLY	\$11.52	\$14.70	\$17.89
BR-4 ANNUAL	\$26,346	\$33,521	\$40,695
BR-4 HOURLY	\$12.67	\$16.12	\$19.57
BR-5 ANNUAL	\$28,997	\$36,886	\$44,774

SALARY SCHEDULE
1995-96

Pay Level	Minimum	Midpoint	Maximum
BR-1 HOURLY	\$7.63	\$9.87	\$12.10
BR-2 ANNUAL	\$21,786	\$28,459	\$35,131
BR-2 HOURLY	\$10.47	\$13.68	\$16.89
BR-3 ANNUAL	\$23,952	\$31,142	\$38,331
BR-3 HOURLY	\$11.52	\$14.98	\$18.43
BR-4 ANNUAL	\$26,346	\$34,131	\$41,916
BR-4 HOURLY	\$12.67	\$16.42	\$20.16
BR-5 ANNUAL	\$28,997	\$37,557	\$46,117

SALARY SCHEDULE
1996-97

Pay Level	Minimum	Midpoint	Maximum
BR-1 HOURLY	\$7.63	\$10.38	\$13.13
BR-2 ANNUAL	\$21,786	\$29,686	\$37,585
BR-2 HOURLY	\$10.47	\$14.27	\$18.07
BR-3 ANNUAL	\$23,952	\$32,417	\$40,881
BR-3 HOURLY	\$11.52	\$15.59	\$19.65
BR-4 ANNUAL	\$26,346	\$35,460	\$44,574
BR-4 HOURLY	\$12.67	\$17.05	\$21.43
BR-5 ANNUAL	\$28,997	\$38,949	\$48,900

SALARY SCHEDULE
1997-98

Pay Level	Minimum	Midpoint	Maximum
BR-1 HOURLY	\$7.63	\$10.58	\$13.52
BR-2 ANNUAL	\$21,786	\$30,249	\$38,712
BR-2 HOURLY	\$10.47	\$14.54	\$18.61
BR-3 ANNUAL	\$23,952	\$33,030	\$42,108
BR-3 HOURLY	\$11.52	\$15.88	\$20.24
BR-4 ANNUAL	\$26,346	\$36,129	\$45,911
BR-4 HOURLY	\$12.67	\$17.37	\$22.07
BR-5 ANNUAL	\$28,997	\$39,682	\$50,367

LONGEVITY PAY

38-1 All regular and provisional, full-time and part-time employees, in the active service of the University as of their anniversary date, shall be entitled to receive longevity pay for length of continuous service with the University according to the following rules and schedules of payment:

<u>Continuous Service</u>	<u>Annual Longevity Payment</u>
7 - 11 years of service	\$ 500
12 - 16 years of service	\$ 800
17 - 21 years of service	\$ 1100
After 22 years	\$ 1400

38-2 After completion of seven (7) years of continuous service by an employee's anniversary date of employment in any year and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in this article.

38-3 Regular/provisional part-time employees who work twenty (20) hours or more per week are eligible to receive a prorated longevity payment. The prorated payment is based upon the percentage of the part-time appointment compared to full-time, (i.e., employees who work twenty (20) hours per week are eligible for 20/40 or 1/2 of the payment, employees who work thirty (30) hours per week are eligible for 30/40 or 3/4 of the payment).

38-4 Prorated payments on a monthly basis with one-half (1/2) or more of a month being considered as an entire month, shall be made to those employees who have completed at least seven (7) years of service and retire under the University retirement plan prior to their anniversary date of employment. This also applies to those employees not under the retirement plan but who are sixty-five (65) years of age at the time of their termination. In the case of death, longevity payments shall be made to the employee's estate.

Such prorated payments as indicated above shall be based on the number of calendar months of service credited to an employee from the preceding anniversary date of employment to the date of retirement, termination or death, and shall be made as soon as practical thereafter.

38-5 An employee who has been on leave of absence without pay during the year in which the employee is entitled to longevity pay shall have his/her longevity prorated based upon the following schedules:

- a. An employee who has been on leave(s) of absence for a period of less than three (3) calendar months is entitled to full longevity payment.
- b. An employee who has been on leave(s) of absence without pay for a period of three (3) months and up to six (6) months shall receive seventy-five percent (75%) of the longevity payment.
- c. An employee who has been on leave(s) of absence without pay for a period of six (6) months up to nine (9) months shall receive fifty percent (50%) of the longevity payment.
- d. An employee who has been on leave(s) of absence without pay for a period of nine (9) months up to a year shall receive twenty-five percent (25%) of the longevity payment.

38-6 Longevity Buyout: Longevity payments per article 38 will continue for fiscal year 1994-95 and fiscal year 1995-96.

38-7 At the beginning of fiscal 1996-97, the longevity program will be eliminated, and all of the language in article 38 will be null and void.

38-8 As a buyout of the program, the following employees will have the amount designated below added to their base salary following the annual adjustment at the beginning of fiscal 1996-97.

<u>NAME</u>	<u>AMOUNT</u>
Shuler, Chuck	\$1400
Herman, Bill	1400
Collinson, Pete	1400
Beltinck, John	1100
Sheffler, John	1100
Cook, Rick	1100
Hanlon, Pat	1100
Schudiske, Rick	1100
DenHeeten, John	1100
Hyde, Linda	800
Ford, Ray	800
McTaggart-Dennis, Susan	800
VanderHoof, Darel	800
Jones, Ken	800
Davis, Dennis	800
Baker, Brian	800
Bracken, Dan	800
Boulier, Joanne	800

Bowman, Butch	800
Kahmann, John	800
Antoniszczak, Leo	500
Thom, Gerald	500
Nicholas, David	500
Richardson, Randi	500

39-1

CLASSIFICATION STRUCTURE

	HOURLY	SALARIED
BR-1	Broadcast Operator	
BR-2	Broadcast Engineer Transmitter Coordinator Traffic Coordinator/ Production Specialist	Program Producer/Radio
BR-3	Maintenance Engineer	Fundraising Coordinator Public Information Coordinator Mkt. Rep - Executive Producer/Radio Mkt. Rep. - Executive Producer/Radio
BR-4	Graphics Coordinator Maintenance Supervisor Operations Supervisor Producer-Director/T.V. Transmission Supervisor	
BR-5		Program Manager/T.V. Program Director/Radio

CONTRACT DOCUMENTS

- 40-1 The provisions contained in Paragraphs numbered 1-1 through 42-1, Appendix A, B, C, D and E and Letters of Agreement 1-3 constitute the entire Agreement between the parties.

EFFECTIVE DATES

- 41-1 The terms and provisions of the Agreement will be effective upon ratification. (11-29-94)

TERM OF AGREEMENT

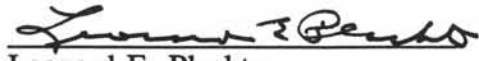
- 42-1 This Agreement shall become effective as provided above in the Article on "EFFECTIVE DATES" and shall remain in full force and effect until and including June 30, 1998, and thereafter from year to year, unless within a period of not less than sixty (60) and not more than ninety (90) consecutive calendar days immediately preceding June 30, 1998, or any anniversary thereof, written notice of termination is given by either the University or the Union to the other party.


IN WITNESS WHEREOF the parties have set their hands:

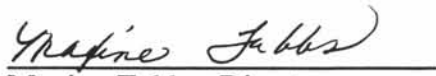
Date Signed: 3/23/95

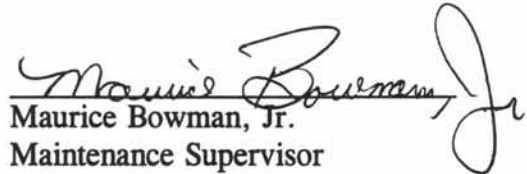
CENTRAL MICHIGAN UNIVERSITY

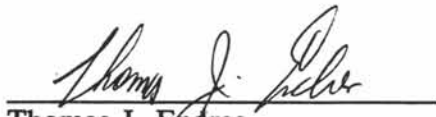
NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS/COMMUNICATION
WORKERS OF AMERICA, AFL-CIO

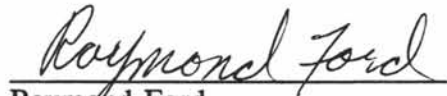

Leonard E. Plachta
President

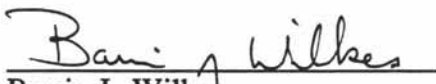

Linda K. Hyde
President, NABET/CWA Local 412



Maxine Tubbs, Director
Staff Personnel Services


Maurice Bowman, Jr.
Maintenance Supervisor

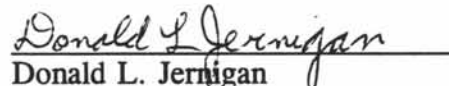

Thomas J. Endres
Assistant to the Director
Public Broadcasting

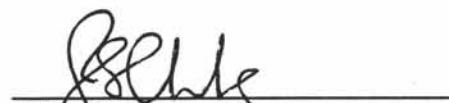

Raymond Ford
Program Director/Radio


Barrie J. Wilkes
Controller, Accounting Services


John Beltinck
Maintenance Engineer


Richard Schudiske
Program Manager/TV


Donald L. Jernigan
International Representative


John Clark
NABET/CWA Sector President

APPENDIX A

Clarification of Section 3-2 - BARGAINING UNIT DESCRIPTION

ORIGINAL TITLE	CURRENT TITLE
TV Operator	Broadcast Operator
TV Engineer	Broadcast Engineer
Senior TV Engineer	Broadcast Engineer
TV Engineer-Maintenance Engineer	Maintenance Engineer
Operations Supervisor	Operations Supervisor
Graphic Artist	Graphics Coordinator
Director of Publicity and Promotion	Fundraising Coordinator Information Coordinator
Producer-Director	Producer-Director/TV
TV Program Manager	Program Manager/TV
Radio Producer	Program Producer/Radio
Executive Producer	Mkt. Rep.-Executive Producer/Radio
Radio News Director	
Radio Program Director	Program Director/Radio
Maintenance Supervisor	Maintenance Supervisor
TV Transmitter Supervisor	Transmitter Coordinator Transmission Supervisor
	Mkt. Rep.-Executive Producer/TV
	Traffic Coordinator/Production Specialist

APPENDIX B

SENIORITY/LONGEVITY

Bargaining unit as of June 1, 1994 - correlates to section 29-5 (A-F) and 38-1 - 38-5d

A - TELEVISION PRODUCTION

Program Manager/TV
Producer-Director/TV
Mkt. Rep-Exec. Producer/TV
Traffic Coordinator/Production Specialist

Rick Schudiske (12-18-78)
Pete Collinson (11-16-70)
Randi Richardson (3-22-90)
Daniel Bracken (2-3-83)

B - RADIO PRODUCTION

Program Director/Radio
Mkt. Rep-Exec. Producer/Radio
Program Producer/Radio

Ray Ford (10-26-81)
John Sheffler (3-7-77)
Susan McTaggart-Dennis (10-26-81)
David Nicholas (3-19-90)

C - ENGINEERING

Maintenance Supervisor
Transmission Supervisor
Operations Supervisor
Maintenance Engineer

Broadcast Engineer

Transmitter Coordinator
Broadcast Operator

Maurice Bowman (9-10-84)
John denHeeten (8-31-79)
Bill Herman (9-25-69)
John Beltinck (10-20-75)
Darel Vanderhoof (10-19-81)
John Kahmann (1-21-85)
Rick Cook (5-16-77)
Pat Hanlon (5-23-77)
Dennis Davis (2-15-82)
Brian Baker (9-12-82)
Ken Jones (2-8-82)
Leo Antoniszczak (2-11-86)
Gerald Thom (12-28-86)

D - PUBLIC INFORMATION COORDINATOR

Linda Hyde (1-19-81)

E - GRAPHICS COORDINATOR

Chuck Shuler (8-22-62)

F - FUNDRAISING COORDINATOR

JoAnne Boulier (5-21-84)

APPENDIX C

RETIREMENT SERVICE AWARD

(Not applicable to employees hired after March 1, 1976)

Eligibility for CMU Retiree Status

Regular retiree status (Receives full retirement service award and full retiree privileges.)

Thirty (30) years of CMU service at any age.

Five (5) years of CMU service if works past age 60 and has service in each of the five (5) immediately preceding fiscal years.

Ten (10) years of CMU service, if not eligible under five-year provision above, and age 60.

Early retiree status (Receives prorated retirement service award - 55/60 at age 55, 56/60 at age 56, etc. and full retiree privileges.)

Fifteen (15) through twenty-nine (29) years of CMU service and age fifty-five (55) through fifty-nine (59).

A retiree meeting the criteria for CMU retiree status will receive a payment of one and one-half percent (1.5%) of their highest annual salary multiplied by their number of equivalent full-time years of service at CMU, except that an employee who elects early retirement at age fifty-five (55), 56/60, etc. For employees hired prior to September 1, 1970, an alternative calculation will be made. Their accumulated sick leave days which were "frozen" as of January 1, 1971, will be multiplied by two-thirds (2/3) and the product multiplied by their highest daily rate of pay. The calculation yielding the higher amount will be used.

University Privileges Currently Available to Retirees

Retired BR employees are eligible for free season passes to football and basketball games, the theater series and the artist courses, plus they will receive free parking decals upon request. They are invited to commencements and the commencement luncheon, homecoming, alumni week-ends and banquets. They may informally audit courses without charge and have library privileges. Retirees are formally notified of these privileges by the President's Office.

NABET/CWA

INSURANCE RATES AND CONTRIBUTION AMOUNTS - FLEX

	1994-1995 UNIVERSITY MONTHLY RATE		1994-95 UNIVERSITY MONTHLY CONTRIBUTION		1995-96 UNIVERSITY MONTHLY CONTRIBUTION		1996-97 UNIVERSITY MONTHLY CONTRIBUTION		1997-1998 UNIVERSITY MONTHLY CONTRIBUTION	
	FULL-TIME EMPLOYEES	PART-TIME EMPLOYEES	FULL-TIME EMPLOYEES	PART-TIME EMPLOYEES	FULL-TIME EMPLOYEES	PART-TIME EMPLOYEES	FULL-TIME EMPLOYEES	PART-TIME EMPLOYEES	FULL-TIME EMPLOYEES	PART-TIME EMPLOYEES
HEALTH										
One Person	\$198.00	\$158.66	\$203.94	\$160.25	\$210.06	\$161.85	\$216.36	\$166.71	\$216.36	\$166.71
Two Person	\$342.00	\$158.66	\$352.26	\$160.25	\$362.83	\$161.85	\$373.71	\$166.71	\$373.71	\$166.71
Family	\$366.81	\$158.66	\$377.81	\$160.25	\$389.14	\$161.85	\$400.81	\$166.71	\$400.81	\$166.71
No Plan Payback	\$70.00	\$0.00	\$70.00	\$0.00	\$70.00	\$0.00	\$70.00	\$0.00	\$70.00	\$0.00
DENTAL										
One Person	\$14.02	\$0.00	\$14.44	\$0.00	\$14.87	\$0.00	\$15.32	\$0.00	\$15.32	\$0.00
Two Person	\$21.99	\$0.00	\$22.65	\$0.00	\$23.33	\$0.00	\$24.03	\$0.00	\$24.03	\$0.00
Family	\$45.38	\$0.00	\$46.74	\$0.00	\$48.14	\$0.00	\$49.58	\$0.00	\$49.58	\$0.00
No Plan Payback	\$10.00	\$0.00	\$10.00	\$0.00	\$10.00	\$0.00	\$10.00	\$0.00	\$10.00	\$0.00
LTD	\$269/100	\$269/100	\$277/100	\$277/100	\$285/100	\$285/100	\$294/100	\$294/100	\$294/100	\$294/100
LIFE	\$22/1000	\$22/1000	\$22/1000	\$22/1000	\$22/1000	\$22/1000	\$22/1000	\$22/1000	\$22/1000	\$22/1000

APPENDIX E

SICK LEAVE TRANSITION PLAN

EMPLOYEE'S NAME	SICK LEAVE BALANCE
Antoniszczak, Leopold	437.84
Baker, Brian	451.38
Beltinck, John	855.74
Boulier, Joanne	854.05
Bowman, Maurice	521.62
Bracken, Daniel	386.72
Collinson, Peter	1040.00
Cook, H. Patrick	1040.00
Davis, Dennis	825.59
DenHeeten, John	399.39
Ford, Raymond	1040.00
Hanlon, Patrick	1040.00
Herman, William	1040.00
Hyde, Linda	731.37
Jones, Kenneth	1040.00
Kahmann, John	623.60
McTaggart-Dennis, Susan	1040.00
Nicholas, David	471.88
Richardson, Randi	348.66
Schudiske, Richard	1040.00
Sheffler, John	1040.00
Shuler, Charles	1040.00
Thom, Gerald	86.40
Vanderhoof, Darel	80.00

LETTER OF AGREEMENT - No. 1

FAMILY MEDICAL LEAVE (FML)

- 1-1 Employees are eligible for a Family Medical Leave (FML) if they have been employed by the University for at least twelve (12) months. Employees must have worked at least 1250 hours during the twelve (12) month period immediately preceding the employee's request for leave or the date on which the leave commences, whichever comes first.
- 1-2 An eligible employee, upon request, may be granted up to twelve (12) work weeks of paid or unpaid FML during the fiscal year for one or more of the following events:
- a. for the birth of a son or daughter of the employee and to care for such child,
 - b. for the placement of a child with the employee for adoption or foster care,
 - c. to care for an employee's spouse, child or parent with a serious health condition,
or
 - d. because of a serious health condition of the employee, which renders him/her unable to perform the functions of the employee's position.
- 1-3 The taking of a FML shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided that nothing in this provision shall be construed to entitle any employee who returns from FML to the accrual of any employee benefits during the period of the leave or to any right, benefit, or position other than that which the employee would have been entitled had the employee not taken the leave.
- 1-4 Employees who take FML for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the University to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.
- 1-5 During the period of the FML, the University shall continue to contribute toward coverage under any group health plan as defined by the Family Medical Leave Act for the duration of such leave and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The University shall have the right to recover premiums paid for maintaining coverage for the employee under such group health plan during the period of the FML if the employee fails to return to work for reasons other than the continuation, recovering or onset of a serious health condition entitling the employee to leave under 1-2c or 1-2d above, or other circumstances beyond the employee's

control. In this situation, the University may require certification of inability to return to work as specified and allowed by the Family Medical Leave Act.

- 1-6 The employee will be required to use all paid vacation, personal leave and sick leave (for employee medical only) prior to applying for a FML without pay. Upon exhaustion of the paid leave, the remainder of the FML will be unpaid.
- 1-7 Family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child for adoption or foster care will expire no later than the end of the twelve (12) month period from the date of the birth, adoption or placement.
- 1-8 An eligible employee who foresees that he/she will require a FML for the birth/care of a child or for the placement of a child for adoption or foster care, must notify, in writing, his/her supervisor, no less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.
- 1-9 An employee who foresees the need for a FML due to planned medical treatment for his/her spouse, child or parent, should notify, in writing, his/her immediate supervisor, as early as possible so that the absence can be scheduled at a time least disruptive to University operations. Such an employee must also give at least thirty (30) calendar days written notice, unless impractical in which case, the employee must provide as much written notice as circumstances permit.
- 1-10 If the requested FML is to care for a spouse, child or parent who has a serious health condition, the employee may be required to file with the University, in a timely manner, a health care provider's statement that the employee is needed to care for the family member and an estimate of the amount of time that the employee is needed for such care.
- 1-11 A FML taken under paragraphs 1-2a or 1-2b above shall not be taken intermittently or on a reduced work schedule except at the discretion of the University. Subject to the limitations and certifications allowed by the Family Medical Leave Act, a FML taken under 1-2c and 1-2d above may be taken intermittently or on a reduced work schedule when medically necessary; provided, however, that where such leave is foreseeable, the University may require the employee to transfer temporarily to an alternative position offered by the University, for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of FML than the employee's regular position.
- 1-12 An employee on an approved FML should keep the immediate supervisor informed regarding the employee's status and intent to return to work upon conclusion of the FML.

1-13 The provisions of this section are intended to comply with the Family And Medical Leave Act of 1993 and any terms used herein will be as defined in the Act. To the extent that these provisions are in violation of the Act, the language of the Act prevails. These Family Medical Leave provisions do not impair any rights granted under other provisions of this Agreement, nor shall they be construed to add additional leave without pay.

Maxine Tubbs
Maxine Tubbs
Director of Staff Personnel Services

Donald L. Jernigan
Donald L. Jernigan
International Representative
NABET/CWA, AFL-CIO

First dated: November 29, 1994

LETTER OF AGREEMENT - No. 2

TIAA-CREF SUPPLEMENTAL RETIREMENT ANNUITY LOAN PROVISION

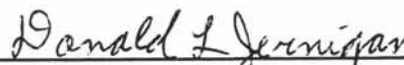
This will allow employees with Supplemental Retirement Annuities to borrow against their SRA accumulations in amounts of \$1000 to \$50,000. The most employees can borrow is forty-five (45%) percent of the combined TIAA and CREF group SRA accumulations. An amount equal to one hundred ten (110%) percent of the loan must be kept as security in the TIAA SRA contract. The interest rate is variable and can change every three (3) months. Payments against the loan will be made directly to TIAA in quarterly installments beginning three (3) months after the loan is approved. If the employee defaults on the loan repayment, the amount becomes fully taxable and penalties may be assessed by the IRS. Penalties are governed entirely by the IRS and are not subject to Central Michigan University intervention. For a brochure explaining how to take advantage of the extra, tax-deferred dollars in SRA, contact the Compensation & Benefits Office/Staff Personnel Services at 774-3661. For loan applications and additional information, contact TIAA-CREF directly at 1-800-842-2776.

TIAA-CREF Retirement Cashability Provision

TIAA accumulations can be paid out only over a minimum period of ten (10) years. Former employees can exercise this option any time after separation from the University providing they have not begun receiving annuity payments. Even under this provision, there is the potential for significant tax consequences. This is governed by the IRS regulations. Employees who want to consider cashing out retirement accumulations should consult with TIAA-CREF and tax experts before taking any action. Brochures explaining this option are available by contacting the Compensation & Benefits Office/Staff Personnel Services at 774-3661. Applications and additional information can be obtained directly from TIAA-CREF by calling 1-800-842-2776.



Maxine Tubbs
Director of Staff Personnel Services
NABET/CWA, AFL-CIO



Donald L. Jernigan
International Representative

First dated: November 29, 1994

LETTER OF AGREEMENT - No. 3

RE: WCML DISPLACED EMPLOYEES

It is the intent of the University to offer BR positions on campus to any employees at WCML who are displaced because of technological changes.

Maxine Tubbs

Maxine Tubbs
Director of Staff Personnel Services

Donald L. Jernigan

Donald L. Jernigan
International Representative
NABET/CWA, AFL-CIO

First dated: July 1, 1985

Date renewed: November 29, 1994

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Letter of Agreement

NABET/CWA and CMU agree to make the following modifications to the Agreement for 1995-96:

1995-96 University contribution for Medical & Prescription Drug Coverage

Level of Coverage	Medical Contribution	Prescription Drug Contribution	Total Contribution
FT - Single Subscriber	\$158.04/mo.	\$14.34/mo.	\$172.38/mo.
FT - Two Person Subscriber	\$264.98/mo.	\$28.40/mo.	\$293.38/mo.
FT - Family Subscriber	\$296.78/mo.	\$41.62/mo.	\$338.40/mo.
FT - No Plan	\$70.00/mo.		\$70.00/mo.
PT - Medical	\$125.28/mo.	\$14.34/mo.	\$139.62/mo.

Some of the monies saved by reducing the medical contribution will be used to adjust the dental contributions for 1995-96 as noted below. There is no University contribution toward dental for part time employees.

1995-96 University Contribution for Dental Coverage

Level of Coverage	Contribution
FT - Single Subscriber	\$23.22/mo.
FT - Two Person Subscriber	\$31.44/mo.
FT - Family Subscriber	\$55.52/mo.
FT - No Plan	\$10.00/mo.

The remaining estimated savings of \$6,350.52 will be spread evenly to all bargaining unit members. This money will be going into salary dollars so some of it will be used to cover the estimated additional costs for retirement, social security, life insurance, and long term disability which all "roll-up" as salary increase. For 1995-96, this will mean that all employees who are not at the maximum of their 95-96 pay range, will receive an additional \$.11/hour effective June 18, 1995. This will be added to base wages.

For those employees whose \$.11/hr adjustment would take their salary over the 95-96 maximum, they will receive an adjustment to base salary to bring them to the new maximum effective June 18, 1995. Any remaining amount which is over the maximum, will be annualized and paid as a one-time payment in the July 13, 1995 paycheck.

For those employees who are at the 95-96 maximum, they will receive a one-time payment of \$228.80 which represents the annualized impact of the savings. This payment will be included in the July 13, 1995 paycheck. They are not eligible for any adjustment to base wages.

For 1996-97, a pool of money (\$1393.62) representing the annualized savings from the people over the 95-96 maximum will be available for application to the 96-97 adjustments by mutual agreement. The parties agree to meet and discuss how these monies will be spent. The contribution rates for medical and dental for subsequent years covered by the collective bargaining agreement will be increased by 3% over the new adjusted 95-96 contribution levels.

For the University:

Madame Justice
6/1/95

For the Union:

Linda K. Hyde
6-5-95

