

Agreement Between
Central Michigan University
and
NABET/CWA Local 412, AFL-CIO

July 1, 2019 – June 30, 2022

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, height, and disability except to the extent that such matters are, under law, allowable bona fide job qualifications.

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AGREEMENT

- 1-1 This Agreement entered into this third day of June, 2019 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, an AA/EEO institution, is strongly committed to increasing diversity and providing equal opportunity within its community. CMU does not discriminate in employment against persons based on age, color, disability, gender, religion, sexual orientation, veteran status, or weight.

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.

Certain benefits are prorated based on a ratio of regularly scheduled hours to forty (40) hours. 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. Tuition |

- 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 upon 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 workloads, 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 31-4. The University further agrees that students will not take on additional work of the position eliminated.

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 Consistent with the requirements of the Michigan Public Employment Relations Act ("PERA"), as amended, membership in the union is not required as a condition of continued employment. Employees covered by this Agreement may not be compelled to:
- (a) Become or remain a member of a labor organization or bargaining representative or otherwise affiliate with or financially support a labor organization or bargaining representative.
 - (b) Refrain from joining a labor organization or bargaining representative or otherwise affiliating with or financially supporting a labor organization or bargaining representative.
 - (c) Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.
- 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.

SPECIAL CONFERENCE

- 7-1 Special conferences for important matters will be arranged between the Union President and the University or its designated representative upon the request of either party. Such meetings shall be between not more than three (3) representatives of the Union and the representatives of the University. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented by the party requesting the conference at the time the conference is requested. The meeting may be attended by a person not in the bargaining unit hired by the Union to assist it.

Agreements reached at special conferences may be reduced to writing and when signed by a representative of both parties shall be binding on the parties.

EMPLOYEE GRIEVANCE PROCEDURE

- 8-1 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.

- 8-2 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 8-1 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.
- 8-3 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.
- 8-4 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 the General Manager/Public Broadcasting or his designee.

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 General Manager/Public Broadcasting or his designee between the Union President or the President's designee, the aggrieved employee, the General Manager/Public Broadcasting, or his designee, and/or designated representatives within the department.

The General Manager/Public Broadcasting or his designee 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.

8-5 STEP THREE (3) UNIVERSITY LEVEL (WRITTEN) - If the answer from the General Manager/Public Broadcasting or his designee 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 the Step Two (2) grievance meeting. A meeting between the Union President, the aggrieved employee and representatives designated by the University, one (1) of whom will be the Director of Employee Relations or his 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 his 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

9-1 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.

9-2 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 from the panel of arbitrators shown below:

Joseph Girolamo	Mark Glazer	Benjamin A. Kerner	James Statham
Barry Goldman	Tom Barnes	Nora Lynch	

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 the American Arbitration Association requesting a list of seven (7) names of arbitrators to be given to the University and the Union.

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.

- 9-3 The fees and approved expenses of an arbitrator shall be paid by the party not prevailing in the decision and award as determined by the arbitrator. The party seeking a cancellation or postponement shall pay any related fees or expenses of the arbitrator.
- 9-4 The arbitrator shall be bound by the "four corners" of the Agreement and 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.
- 9-5 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

- 10-1 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.
- 10-2 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

- 11-1 Job vacancies within the Union shall be posted on the Human Resources website and on a bulletin board outside the Employment Services Office for five working days (excluding holidays) days prior to the closing of applications.
- 11-2 The Notice of Vacancy shall contain the following information:
- a. Position available;
 - b. Minimum qualifications for the position;
 - c. Compensation for the position.

- 11-3 A promotion is defined as a change in an employee's classification to a classification allocated to a higher pay level.
- 11-4 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.
- 11-5 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.

- 11-6 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 workload of those affected. The temporary assignment will not exceed six (6) months.

PROBATIONARY EMPLOYEES

- 12-1 New employees hired in a department shall be considered as probationary employees for the first ninety (90) days of their continuous employment. The University will evaluate each probationary employee upon completion of thirty (30) days and sixty (60) days of service at the University. At the request of the General Manager, an employee's probationary period may be extended one time for up to three (3) months, provided such request is submitted to, and approved by, the Employee Relations Office before the employee's seventy-fifth (75th) day of service.
- 12-2 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

- 13-1 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.
- 13-2 Upon request of the employee, the University agrees to write a letter for their personnel file indicating the higher classification work performed.

PERSONAL LEAVE WITH PAY

- 14-1 a. Hourly employees are entitled to three (3) paid personal leave days per calendar year for approved absences. Exceptions for adequate cause may be granted by the General Manager/Public Broadcasting or his designee.

- 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 calendar year for salaried employees. Exceptions for adequate cause may be granted by the General Manager/Public Broadcasting or his designee.
 - c. Salaried employees hired after July 1, 1981 are entitled to three (3) personal leave days per calendar year for approved absences. Exceptions for adequate cause may be granted by the General Manager/Public Broadcasting or his designee.
 - 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.
- 14-2 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 workloads 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 calendar 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.
- 14-3 An employee is not required to find a replacement when taking personal leave.

FUNERAL LEAVE WITH PAY

- 15-1 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 his immediate family as defined in paragraph 15-3. Permission for longer absence with pay, under appropriate circumstances, may be given by the employee's immediate supervisor with the approval of Employee Relations. An employee will be given approved leave with pay, not to exceed one (1) day, for the funeral of an uncle, aunt, niece or nephew.
- 15-2 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.
- 15-3 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

- 16-1 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 or serving as a witness against the University, will be paid the employee's base pay for time missed from the employee's regular work but not for more than the regularly scheduled number of work hours on that day. 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; and
- c. 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)

- 17-1 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.
- 17-2 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

- 18-1 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).
- 18-2 An employee working part-time will accrue sick leave days in proportion to the relationship of his/her appointment to a full-time position.
- 18-3 Sick leave may be accumulated up to one hundred thirty (130) days.
- 18-4 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.
- 18-5 Sick leave days may be used for illness of immediate family members. Immediate family members will be defined the same as under Family Medical Leave (e.g., spouse, children and parents).
- 18-6 Sick leave may be used in units of one-half (1/2) hour or more.
- 18-7 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.
- 18-8 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.
- 18-9 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

- 18-10 Whenever an employee is eligible for benefits under the long-term disability program, the provisions of that program supersede this sick leave program.
- 18-11 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.

DRUG AND ALCOHOL TESTING

- 19-1 DRUG AND ALCOHOL TESTING: In an effort to provide a safer, drug-free workplace for employees, CMU has implemented a drug-testing program. The program is not intended to be used as a punitive or disciplinary action, but to help identify or assist those individuals who could use the University's help through availability of the Employee Assistance Program (EAP). All testing will be performed by a CMU designated collection site and laboratory. Controlled substances testing will be done through urinalysis and will test for the following controlled substances metabolites:
1. Marijuana
 2. Cocaine
 3. Opiates
 4. Phencyclidine
 5. Amphetamines

Testing for alcohol may be done through urinalysis, or at the employee's option, by preliminary breathalyzer testing (PBT).

Testing will be done for current employees under the following circumstances:

- REASONABLE SUSPICION TESTING: An employee will be subject to drug and/or alcohol testing if a trained supervisor* reasonably suspects that the employee has reported to work or is working impaired. Testing for reasonable suspicion must be based on:
 1. the observations of a trained supervisor or
 2. specific, clearly stated concerns about the employee's appearance, behavior, speech or smell.
- POST-ACCIDENT TESTING: Any employee involved in a job-related accident involving the violation of a safety rule or standard, which resulted in personal injury or property damage, may be subject to drug/alcohol testing.
- RETURN TO WORK TESTING: Employees returning to work after a positive test will be subject to testing prior to returning to his/her position. An employee must have negative test results to return to work. Employees will also be subject to periodic follow-up testing as designated by the Employee Assistance Program (EAP) professional.

CONSEQUENCE OF A POSITIVE TEST RESULT: The discipline process for any employee with a positive test under the reasonable suspicion testing or post-accident programs will be determined based upon the employee's past work history. Employees who test positive will be suspended without pay pending an evaluation by the EAP professional. The EAP professional will determine if enrollment in a rehabilitation program is necessary. Employees will be returned to work upon proof of enrollment in a rehabilitation program (if necessary) and/or negative test results on return to work drug testing. Failure to present proof of participation in, or completion of the rehabilitation program, will result in immediate termination. Employees returning to work after a positive test will be subject

to random testing as determined by the EAP professional. A second positive test result at any point in the process will result in termination.

Levels for determining whether a drug test is positive or negative are the same as those set by the Department of Transportation for Commercial Drivers. The following initial cutoff levels are used to determine whether tests are negative:

Marijuana metabolite.....	100 ng/ml
Cocaine metabolites.....	300 ng/ml
Opiate metabolites*.....	300 ng/ml
Phencyclidine.....	25 ng/ml
Amphetamine.....	1000 ng/ml

*25 ng/ml if immunoassay specific for free morphine

Confirmation tests will be conducted with a positive result on any test. In some cases, a confirmation test will be sent to an outside laboratory for confirmation of results.

OPPORTUNITY TO JUSTIFY A POSITIVE TEST RESULT: All employees shall have the opportunity to submit medical documentation that may support a legitimate use for a specific drug. The information will be reviewed by the Medical Review Officer (MRO) of the testing laboratory to determine legitimacy. The MRO, or a representative of the MRO, will contact the employee and University of the decision as to whether the test is considered positive or negative. If an employee has successfully justified a positive test, all records will be expunged.

REFUSAL TO SUBMIT, FAILURE TO APPEAR OR TAMPERING: Any employee who refuses to be tested, fails to report for testing within 60 minutes of notification, or attempts to influence the test results will be considered insubordinate, subject to discipline as such.

FAILURE TO GIVE ADEQUATE SAMPLE: Any employee who fails to provide a urine sample without valid medical explanation, shall be considered to have a positive test and subject to discipline as such.

CONFIDENTIALITY AND ACCESS TO RECORDS: All actions taken under the authority of this program will be administered in a fashion to maintain the confidentiality of the employee. Results of all testing will be sent to the CMU Drug & Alcohol Coordinator, who will notify the employee of the results. In the event the results are positive, the CMU Coordinator will contact the employee's supervisor and Employee Relations disclosing only that the results were positive. This is necessary in order to proceed with the discipline process and referral to the EAP.

RESOURCES/ASSISTANCE: The University supports the prevention of substance abuse by its employees, and encourages employees with alcohol and other drug dependency problems to obtain assistance. Leaves of absence to obtain treatment may be obtained under the medical leave provision of the appropriate collective bargaining agreement or other University procedures. Employees with drug dependency problems are encouraged to contact the Employee Assistance Program.

Any employee who voluntarily admits to a use/abuse problem and seeks assistance through the EAP will be exempt from the discipline process as a first time offender, but will be subject to random testing as specified by the EAP professional for one year after successful completion of a rehabilitation program. A positive test result or continued abuse subsequent to said program will subject the officer to any and all disciplinary actions up to and including termination.

An employee who has successfully completed the EAP program for three (3) years will have all records expunged from his/her personnel file.

In the event that an employee is under reasonable suspicion he/she is permitted to request Union representation.

*Training will be mandated for supervisors and Union officers.

LEAVE OF ABSENCE WITHOUT PAY

20-1 ILLNESS OR DISABILITY - 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 the Employment Services Office, Human Resources and furnishing evidence of disability satisfactory to the University. Such request and evidence may be delivered or sent to the Employment Services Office, Human Resources by the Union or any other interested party. 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 the Employment Services Office, Human Resources. 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 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 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.

20-2 PERSONAL LEAVE - 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) vacation days 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.

20-3 MILITARY LEAVE (LONG TERM) - The University will comply with state and federal laws regarding any leaves and/or reemployment rights for employees who volunteer for military service.

20-4 UNION LEAVE - Unpaid leaves of absence will be granted to Union officers or their designee at the discretion of the General Manager/Public Broadcasting or his designee for Union related business. The total days available for the duration of this agreement will be 18 days. Only one employee from an area, as defined in Article 31-5, may be gone at any one time. Written verification of the purpose of the absence will be provided upon request.

Employees must give one (1) week's notice for leave that exceeds one (1) day. Employees must give one (1) day's notice for one (1) day leave.

It is understood that the provisions of this article do not apply to the release time in grievance procedures.

20-5 QUALIFICATIONS - 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 Human Resources 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 General Manager/Public Broadcasting, or his designee.

20-6 FAMILY AND MEDICAL LEAVE

In compliance with the Family and Medical Leave Act of 1993, the University will provide eligible employees paid/unpaid leave of up to twelve (12) work weeks per calendar year for certain family and medical reasons.

Employees may elect to leave up to forty (40) hours of vacation time banked prior to taking unpaid leave. Otherwise, employees are required to use all paid vacation and personal leave (and all sick leave for the employee's own serious health condition) prior to approved Family and Medical Leave without pay.

FOR REFERENCE ONLY: The use of Family and Medical Leave shall be in accordance with the University's Family Medical Leave guidelines found on the World-Wide Web at https://www.cmich.edu/office_president/general_counsel/Documents/p04003.pdf.

HOURS OF WORK

21-1 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 forty (40) in one (1) week shall be compensated for at one and one-half (1 1/2) times the regular rate of pay.

21-2 Effective July 1, 1999, salaried employees will no longer be eligible for overtime premiums or compensatory time. Each current salaried employee will have the value of their accrued compensatory time balance and the actual overtime and compensatory time dollars paid from calendar year 1998 rolled into their base wage one time only.

Salaried employees affected by the elimination of overtime and compensatory time off will have thirty (30) days from the effective date of this agreement to challenge the accuracy of their individual roll-in amount to the base salary. The time period used for this calculation is from calendar year 1998 (First pay, calendar year 1998 through last pay, calendar year 1998). An individual may review their relevant time sheets upon request.

It is not the intent of the University to increase the number of hours of salaried employees solely for the purpose of reducing overtime in hourly employees. If the Union believes that abuse of salaried employee scheduling has occurred, the Union and management agree to meet in special conference to discuss the issue. By participating in a special conference on this matter, the union reserves the right to pursue resolution through the grievance process. It is agreed that all grievances are subject to the grievance procedures outlined in Article 8.

21-3 It is understood that overtime for hourly 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.

21-4 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; a scheduled personal or "comp day" for which he/she receives personal or "comp pay"; or a holiday for which he/she receives holiday pay will be counted as a day worked.

For the purpose of computing overtime pay, the employee's straight-time rate will include shift differential whenever applicable.

- 21-5 WORKDAY - The workday shall be determined based on the day in which the majority of the hours are worked.
- 21-6 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 workload that jeopardizes his health or safety.
- 21-7 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 (1½) the regular rate of pay.
- a. 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 (21-7) or two (2) times their regular straight-time rate for hours worked, whichever is greater.
 - b. 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 (21-7) or equivalent time off at straight-time, at the option of the employee.
- 21-8 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.
- 21-9 It is the intent of the University to observe the following criteria in scheduling. For the purposes of fund raising events, the twelve (12) hour 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)

- 22-1 Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day shall be paid holidays.
- 22-2 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.
- 22-3 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.
- 22-4 Except as provided in paragraph 22-5, 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.

- 22-5 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.
- 22-6 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.
- 22-7 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.
- 22-8 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. Effective with the 2006 Christmas Break period, one extra day will be added to this additional holiday period. This day will generally be December 24 or such other day as the University may designate in future years.
- a. 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.
 - b. When an employee is required to be on-call during the Christmas break, the employee will receive twenty dollars (\$20) per day in addition to his/her regular rate of pay for each day in an on-call status.
- 22-10 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

- 23-1 GENERAL - A salaried employee employed on a full-time basis is eligible for twenty (20) days per year. Hourly employees are eligible for a total annual accrual of fifteen (15) days of vacation for their first and second year of employment, and twenty (20) days of vacation annually beginning in their third year of employment. 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.

- 23-2 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.
- 23-3 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. Vacation time may not be taken in units of less than one-half (1/2) day.
 - c. Vacation pay will be the base pay for that pay period.
 - d. When vacation requests have been submitted at the same time, vacations will be chosen by seniority within classification. In the event of a vacation scheduling conflict where vacation has not been previously approved by the General Manager or designee, the employee requesting vacation who has the *highest classification seniority* will receive preference for vacation authorization in accordance with departmental scheduling guidelines.
 - e. 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.
 - f. An employee may be permitted to use accrued vacation credits prior to completing twelve (12) months of continuous service. If an employee terminates, voluntarily or involuntarily, prior to completing twelve (12) months of continuous service, such employee shall forfeit all rights to any unused vacation time accrued to date of termination.
 - g. An employee with at least one (1) year of service who terminates employment shall be entitled to receive pay for accrued and unused vacation time up to a maximum of one hundred sixty (160) hours. It should be noted, however, that the last day worked is the termination date. Vacation cannot be used to extend the date of termination.

FLEXIBLE BENEFITS PROGRAM

- 24-1 All employees covered by this agreement are eligible to participate in CMU Choices, the University's Flexible Benefit Program.
- 24-2 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. Employees may make changes during the year if they have a benefit status change (e.g. birth, death, marriage, adoption, etc.). These status changes must be made in the Benefits & Wellness Office, Human Resources within thirty (30) calendar days of the event.
- 24-3 Employees are eligible for medical / prescription drug, dental, flexible spending accounts, health savings account, life insurance / accidental death & dismemberment, long-term disability, short-term disability and dependent life insurance / accidental death & dismemberment immediately on date of hire. All benefits terminate on the last day of employment.
- 24-4 Employees will not be allowed to carry duplicate health care coverage (medical / prescription drug, dental and vision) for themselves or their dependents through the University.
- 24-5 An employee whose spouse (or Other Eligible Individual, as defined by the University's benefits eligibility criteria) is also employed by the University will not be permitted to combine their respective University contribution for the purchase of higher cost benefits.

- 24-6 If the employee's spouse (or Other Eligible Individual, as defined by the University's benefits eligibility criteria) does not work at the University and the spouse's employer offers insurance coverage, the spouse must sign up for medical / prescription drug and dental coverage (at least single subscriber) with their employer before they can be covered on University policies.
- 24-7 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. Part-time employees 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. Part time employees on an appointment of 75% or greater will be eligible for University contributions to medical / prescription drug and dental insurances on the same basis as employees on 100% appointment.
- 24-8 For additional information on CMU Choices and the rules governing the program, please refer to the CMU Choices Plan Document and Summary Plan Description:
(<https://www.cmich.edu/fas/hr/Documents/flexplandoc1.pdf>).

TYPES OF COVERAGES AVAILABLE
(FOR ILLUSTRATIVE PURPOSES ONLY)
FOR UP-TO-DATE INFORMATION, GO TO : <http://www.hrs.cmich.edu/brief-BR.htm>

COVERAGE	OPTIONS	LEVELS OF COVERAGE	UNIVERSITY CONTRIBUTION	EMPLOYEE CONTRIBUTION
MEDICAL/PRESCRIPTION DRUG	3 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	1 Plan	Employee Only	University contributes toward cost, see Appendix D	Employee Does not Contribute
SHORT-TERM DISABILITY	2 Plans	Employee Only	University does not contribute	Employee may contribute toward cost with pre-tax dollars
VISION	1 Plan	Single Two Person Family No Coverage	University does not contribute	Employee funds with pre-tax dollars
FLEXIBLE SPENDING ACCOUNTS	3 Plans		University does not contribute	Employee funds with pre-tax dollars
DEPENDENT LIFE INSURANCE	7 Options		University does not contribute	Employee funds with post-tax dollars.
HEALTH SAVINGS ACCOUNT	1 Plan	Employee Only	University contributes funds	Employee funds with pre-tax dollars.

*Accidental Death and Dismemberment

RETIREMENT

- 25-1 Full-time employees hired before July 1, 1996 were allowed to choose between the Michigan Public School Employee Retirement System (MPERS) or the 403(b) Basic Retirement Plan (403(b) Basic). All new hires, salaried, and hourly, full-time and part-time, hired after July 1, 1996 are required to be in the 403(b) Basic unless they were previously in MPERS at one of the following seven state institutions: Central Michigan, Eastern Michigan, Ferris State, Lake Superior State, Michigan Technological, Western Michigan or Northern Michigan.

The MPERS plan is governed by state statute and the conditions and provisions for this plan are subject to change by the state. MPERS plan requires ten (10) years of vesting in order to be able to collect retirement benefits.

The 403(b) Basic Retirement Plan is a defined contribution plan with immediate vesting. For employees in the 403(b) Basic plan prior to June 30, 1999, CMU's contribution is twelve percent (12%). For employees enrolling in the 403(b) Basic plan on or after July 1, 1999, CMU contributes ten percent (10%) of annual salary for salaried employees upon date of hire. CMU contribution for hourly staff hired on or after July 1, 1999 is 10% effective July 1, 2012. The 403(b) Basic plan requires no contribution by the employee. TIAA is the sole vendor of record for retirement contributions.

Under certain circumstances, new hires previously in MPERS, and part-time employees whose status changes to full-time, may be eligible to make a one-time, irrevocable choice between MPERS or the 403(b) Basic Retirement Plan. If an election is not made within ninety (90) calendar days of the effective date of employment or change in FTE status, the employee is considered to have retained their enrollment in MPERS. Contact Benefits & Wellness, Human Resources for more details.

- 25-2 An employee will be eligible for CMU Retiree status if he/she has been employed for twenty-five (25) years at Central Michigan University, or a minimum of ten (10) years and the attainment of at least age fifty-five (55), or employed for at least ten (10) years and any age if totally or permanently disabled as defined by the Social Security Administration.

TRAINING AND EDUCATIONAL OPPORTUNITIES

- 26-1 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.
- 26-2 Any full and part-time regular or provisional employee is eligible for the Tuition Benefit Plan. The specific terms of the Tuition Benefit Plan govern participation and eligibility. See: https://www.cmich.edu/office_president/general_counsel/Documents/p04009.pdf
- 26-3 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 General Manager/Public Broadcasting or his designee.
- 26-4 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.
- 26-5 Tuition Benefit not utilized by the employee is available to spouse/dependents (or Other Eligible Individual, as defined by the University's benefits eligibility criteria) who desire to attend classes at Central Michigan University. Under the Tuition Benefit Plan, the University will cover tuition cost up to twenty-four (24) tuition benefit credit hours in any one benefit year (September to August) which will follow a 12-month tuition benefit cycle. Tuition Benefit not utilized by the employee is available to spouse/dependents (or Other Eligible Individual, as defined by the University's benefits eligibility criteria) with a maximum of twenty-four (24) credits per year for Central Michigan University classes taken for credit. Tuition Benefit for College of Medicine Courses is limited to the

in-state on-campus doctoral rate. The specific terms of the Tuition Benefit Plan govern participation and eligibility. See: https://www.cmich.edu/office_president/general_counsel/Documents/p04009.pdf

- 26-6 It is understood that technological changes occur which create a need for new skills to be possessed by employee(s). The Employer shall provide additional training/support to upgrade the skill level(s) to meet the requirements of the job in a manner reasonable to the situation.

When training or development opportunities are made available by the Employer on shifts other than the employee's regularly assigned shift, the employees shall be notified. The employees selected for the program who wish to participate shall be temporarily rescheduled to accommodate the training program.

PARKING REGULATIONS

- 27-1 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.
- 27-2 Effective July 1, 1999, the University will no longer furnish parking registration and decals, and two cents (\$.02) per hour will be added to the base wages of each employee, up to the maximum of the pay range.

SAFETY SHOES

- 28-1 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

- 29-1 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 Human Resources, 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

- 30-1 Except as noted below, an hourly employee who works on the second or third shifts, shall receive, in addition to his/her regular pay, twenty-five cents (25¢) per hour for the entire shift, if the majority (50% or more) of the hours worked fall between 5pm and 12 midnight, or thirty-five cents (35¢) per hour for the entire shift if the majority (50% or more) of the hours worked fall between 12 midnight and 8am. No differential will be paid when an hourly employee works a majority (50% or more) of their hours between 8am and 5pm. Such differential is to be added to total wages and does not increase the hourly rate. In lieu of any other shift premium provided in this section base wages for Broadcast Engineer and Master Control Operator classifications will be increased by 12¢ an hour.

REDUCTION, REALLOCATION AND RECALL OF WORK FORCE

- 31-1 The following provisions shall be applied to all employees dependent upon restrictions of an external funding source for the position the employee holds. Employees in provisional positions are not eligible to bump when the funding for that provisional position expires if no portion of that position is funded by non-provisional funding.

- 31-2 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.
- 31-3 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 forty-five (45) calendar day's written notice of layoff. The University will send a list of the employees to be laid off to the local NABET/CWA president at least forty-five (45) 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.
- 31-4 A probationary employee will be laid off first if he/she is in the affected classification series and pay level.
- 31-5 Classification series for the reduction or reallocation of the work force shall be defined as follows:
- (A) Television Production
Outreach and Grants Manager
Executive Producer/Production Manager
Program/Traffic Manager
Senior Producer/Marketing Specialist
Public Relations Coordinator/TV Producer
Traffic/Production Specialist
Television Staff Producer III
Television Staff Director III
Television Staff Producer II
Television Staff Director II
Television Staff Director I
Television Staff Producer I
- (B) Radio Production
Manager/Radio Program & Operations
News Director
Music Director/TV Producer Host
Radio Staff Producer III
Radio Staff Producer II
Radio Staff Producer I
- (C) Engineering
Maintenance Supervisor/TV
Transmission Supervisor
Operations Supervisor
Maintenance Engineer
IT/Maintenance Engineer

(D) Media Coordinator

(E) Fundraising Coordinator

(F) Marketing Representative

- 31-6 RECALL PROCEDURE - An employee with seniority, who has been laid off pursuant to the provisions of paragraphs 31-1 through 31-5, 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 31-3. 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.
- 31-7 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.
- 31-8 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.
- 31-9 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.
- 31-10 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

- 32-1 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.
- 32-2 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.

TRAVEL REGULATIONS

- 33-1 The official University travel regulations and reimbursement rates will apply to all employees.
- 33-2 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.
- 33-3 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.

33-4 The University will provide AAA-recommended accommodations or its equivalent when requiring employees to travel out of town overnight.

33-5 EMPLOYEE ASSISTANCE: 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.

33-6 TRAVEL PROVISIONS AND MEALS: 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 or more.

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

CLASSIFICATION DESCRIPTIONS

34-1 All employees will be provided a classification description by the University within thirty (30) days of hire date or change in classification.

34-2 The University shall provide the Union within thirty (30) days 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.

34-3 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 Human Resources.

STRIKES

35-1 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, sit-downs, 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

36-1 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

37-1 Wage Increases

2019-2020: Effective with the fiscal year pay period that includes July 1st, a \$500 non-base lump sum payment.

2020-2021: Same as wage adjustment applied to P&A employee group and on the same basis.

2021-2022: Same as wage adjustment applied to P&A employee group and on the same basis.

For purposes of this provision, “wage adjustment” is defined as: a base wage increase; a non-base lump-sum payment expressed as a percentage of the underlying base rate; or a fixed dollar lump-sum non-base payment.

37-2 An employee who is being considered for an in-grade adjustment or lump sum within the Broadcast bargaining unit will receive a wage adjustment as determined by Human Resources in conjunction with the supervisor and/or the General Manager/ Public Broadcasting.

a. IN-CLASSIFICATION ADJUSTMENT

An employee may receive an in-classification base salary adjustment to address market, to recognize an increase in skill, effort and responsibility, or based on other legitimate business reasons. The General Manager/Public Broadcasting may approve adjustments of up to eight percent (8%). It is understood that the Employment Services Office working with the General Manager/Public Broadcasting has the responsibility of assuring that the University adheres to equitable pay practices. It also is understood that the Employment Services Office has the authority to deny requests which create pay inequities. In-classification adjustments in excess of eight percent (8%) must be reviewed by Employment Services Office, who will seek final approval of the appropriate Vice President. These adjustments cannot result in a base salary over the maximum of the classification.

b. MOVEMENT BETWEEN CLASSIFICATIONS

An employee may receive a base salary adjustment to recognize the change from one classification to another classification. An adjustment of up to eight percent (8%) may be approved by the General Manager/Public Broadcasting. Between classification adjustments in excess of eight percent (8%) must be reviewed by the Employment Services Office, who will seek final approval by the appropriate Vice President. These adjustments cannot result in a salary over the maximum of the classification. Between classification adjustments may be used to recognize assignment to a higher classification level or to a lower classification level, and may be positive or negative.

c. LUMP SUM PAYMENTS

Lump sum payments may be given to recognize an individual for temporary additional assignments, workload, special projects, or other legitimate business reasons. The General Manager/Public Broadcasting can authorize a lump sum payment representing up to eight percent (8%) of base salary. It is understood that the Employment Services Office – Human Resources, working with the General Manager has the responsibility of assuring that the University adheres to equitable pay practices. It is also understood that the Employment Services Office – Human Resources has the authority to deny requests which create pay inequities. Lump sum adjustments in excess of eight percent (8%) must be reviewed by Employment Services Office – Human Resources, who will seek final approval of the appropriate Vice President.

PAY RANGES

38 -1 SALARY SCHEDULE

**PUBLIC BROADCASTING
SALARY SCHEDULE
2019-2020**

(effective 7/1/19, hourly & salaried)

Pay Level		Minimum	Maximum
BR-1	Hourly	\$13.59	\$23.49
	Salary	\$28,261	\$48,864
BR-2	Hourly	\$14.23	\$30.67
	Salary	\$29,594	\$63,770
BR-3 ¹	Hourly	\$15.64	\$34.06
	Salary	\$32,536	\$70,855
	¹ Marketing Representatives	\$23,660	
BR-4	Hourly	\$17.21	\$37.47
	Salary	\$35,790	\$77,942
BR-5	Salary	\$51,938	\$85,027

39-1 CLASSIFICATION STRUCTURE

As of 05/07/19	HOURLY	SALARIED
BR-1	<ul style="list-style-type: none"> ▪ Television Staff Director I ▪ Television Staff Producer I 	<ul style="list-style-type: none"> ▪ Radio Staff Producer I
BR-2	<ul style="list-style-type: none"> ▪ Television Staff Producer II ▪ Television Staff Director II ▪ Fundraising Coordinator 	<ul style="list-style-type: none"> ▪ Radio Staff Producer II
BR-3	<ul style="list-style-type: none"> ▪ IT/Maintenance Engineer ▪ Maintenance Engineer ▪ Media Coordinator ▪ Traffic/Production Specialist ▪ Television Staff Director III ▪ Television Staff Producer III 	<ul style="list-style-type: none"> ▪ Marketing Representative ▪ News Director ▪ Music Director/TV Producer Host ▪ Public Relations Coordinator/TV Producer ▪ Radio Staff Producer III
BR-4	<ul style="list-style-type: none"> ▪ Maintenance Supervisor/TV ▪ Transmission Supervisor ▪ Operations Supervisor 	<ul style="list-style-type: none"> ▪ Senior Producer/Marketing Specialist
BR-5		<ul style="list-style-type: none"> ▪ Outreach and Grants Manager ▪ Program/Traffic Manager ▪ Manager/Radio Program & Operations ▪ Executive Producer/Production Mgr/TV

CONTRACT DOCUMENTS

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

EFFECTIVE DATES

41-1 The terms and provisions of the Agreement will be effective July 1, 2019.

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, 2022, 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, 2022, or any anniversary thereof, written notice of termination is given by either the University or the Union to the other party.

All other terms and conditions of the Agreement shall remain in full force and effect through and including the expiration date of the Agreement set forth in Section 42-1, above.

IN WITNESS WHEREOF the parties have set their hands:

CENTRAL MICHIGAN UNIVERSITY

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

Robert O. Davies, Ph.D.
President

Mike Horace
President, NABET/CWA Local 412

Kevin J. Smart, SPHR/SHRM-SCP
Director/Employee Relations

Joseph Kirklin
Vice President, NABET/CWA Local 412
Maintenance Engineer

Ken Kolbe
General Manager/Public Broadcasting

Matt Ozanich
Television Staff Producer III

Jim Rademaker
Director/Development & Business
Operations, Public Broadcasting

Michael Johnson
Marketing Representative

Joe Garrison
Executive Director/Financial Planning
and Budgets

David Nicholas
Music Director/TV Producer Host

Linda Dielman
Outreach & Grants Manager

Ron Gabalski
NABET/CWA Staff Representative

Eugene Kendrick, Jr.
NABET/CWA Staff Representative

Charlie Braico
NABET/CWA Sector President

APPENDIX A – Clarification of Section 3-2, Bargaining Unit Description

ORIGINAL TITLE	CURRENT TITLE
TV Operator	
TV Engineer	
Senior TV Engineer	
TV Engineer-Maintenance Engineer	Maintenance Engineer IT/Maintenance Engineer
Operations Supervisor	Operations Supervisor
Graphic Artist	Media Coordinator
Director of Publicity and Promotion	Public Relations Coordinator/TV Producer Senior Producer/Marketing Specialist
Producer-Director	Executive Producer/Production Manager/TV Television Staff Director I, II, III Television Staff Producer I, II, III Public Relations Coordinator/TV Producer Senior Producer/Marketing Specialist Traffic/Production Specialist Music Director/TV Producer Host
TV Program Manager	Program/Traffic Manager
Radio Producer	Radio Staff Producer I, II, III Music Director/TV Producer Host
Executive Producer	N/A
Radio News Director	News Director/Radio
Radio Program Director	Manager/Radio Program & Operations
Maintenance Supervisor	Maintenance Supervisor/TV
TV Transmitter Supervisor	Transmission Supervisor
	Marketing Representative Fundraising Coordinator Outreach and Grants Manager

APPENDIX B – Seniority

Bargaining unit as of May 1, 2019; correlates to Article 31-5 (A-F).

A - TELEVISION PRODUCTION			
	Outreach and Grants Manager	Linda Dielman	(01-19-81)
	Executive Producer/Production Manager/TV	Chris Ogozaly	(12-02-02)
	Traffic/Production Specialist	Brian Baker	(09-12-82)
	Public Relations Coordinator/Television Producer	Stefanie Mills	(07-29-13)
	Television Staff Producer III	Matt Ozanich	(01-10-11)
	Television Staff Director III	Adam Meidema	(04/04/11)
	Program/Traffic Manager	Tania Schripsema	(09-26-06)
	Senior Producer/Marketing Specialist	Steven F. Smith	(09/12/16)
B - RADIO PRODUCTION			
	Manager/Radio Program & Operations	Michael Horace II	(04-08-12)
	News Director	Amy Robinson	(12-11-06)
	Radio Staff Producer II	Benjamin Thorp	(12-07-15)
		Judith Wagley	(11/28/18)
	Music Director/TV Producer Host	David Nicholas	(03-19-90)
C - ENGINEERING			
	Maintenance Supervisor/TV	Darel Vanderhoof	(10-19-81)
	Transmission Supervisor	John Martin	(04-03-14)
	Operations Supervisor	Shawn Hoskey	(12-07-09)
	Maintenance Engineer	Joseph Kirklin	(09-02-14)
	IT/Maintenance Engineer	Phillip Mark Brown	(02-01-11)
	D – MEDIA COORDINATOR	Lee Periard	(10-09-00)
	E – FUNDRAISING COORDINATOR	Stacy Earl	(12-10-01)
	F – MARKETING REPRESENTATIVE	Tom Ball	(02-27-06)
		Patricia Link	(06-27-11)
		Michael Johnson	(01-04-12)

APPENDIX C – University Privileges Currently Available to Retirees

UNIVERSITY PRIVILEGES CURRENTLY AVAILABLE TO RETIREES

Retired BR employees are eligible for certain privileges as determined by the President from year to year. Examples of privileges which may be available to CMU Retirees include: free on-campus parking; campus ID card; tuition waiver benefit for retiree only; library privileges; discounts on SAC memberships.

Current information on CMU retiree privileges may be found on the Benefits and Wellness webpages:
<https://www.cmich.edu/fas/hr/HRBenefitsandWellness/Pages/Retirement-Courtesies.aspx>

APPENDIX D – NABET/CWA INSURANCE CONTRIBUTION AMOUNTS – FLEX *

		BENEFITS COST SHARING MODEL, FULL TIME					
		2019-20		2020-21		2021-22	
		University Contribution*	Employee Contribution**	University Contribution*	Employee Contribution**	University Contribution*	Employee Contribution**
Medical/ Prescription Drug	1P	See table, below	Based on plan choice	Same as P&A Group	Same as PA Group	Same as P&A Group	Same as P&A Group
	2P						
	FM						
Dental	1P	See table, below	Based on plan choice	Same as P&A Group	Same as P&A Group	Same as P&A Group	Same as P&A Group
	2P						
	FM						
*University contributions will be the same as provided the Professional & Administrative employee group.							

**Differences between actual premium amount and the contributions levels shown above are the employee's responsibility.

*Percentage (%) calculation is based on core plans each fiscal year.

****Actual employee contribution will depend on individual benefit elections.**

Percentages in this table, when applied to the premium costs for "core plans" established at the beginning of each fiscal year, will determine the dollar value of University contributions towards the cost of medical/prescription drug and dental insurance for each level of coverage in each plan for full time employees. Should the University elect to change the basis on which "core plans" are defined, or to establish another basis for determining contribution allocations, the Union will be notified in writing not later than March 31st of any contract year of the changes that will be effective as of the immediately following July 1st. Employees are responsible for paying the difference between such dollar amounts and the cost of plans with higher premiums than the "core plans."

The annual increase in the University's contribution in years beyond 2019-20 is capped at 3% (i.e., the University will apply its percentage share from the table above to not more than 103% of the prior year premium costs for the "core plan").

For Part Time Employees, the University contributions for Medical/Prescription Drug insurance is the single coverage rate for Full Time employees in each of those plans. Part Time Employees are responsible for covering the entire cost of dental insurance. **Note: For Health Care Contributions Purposes, "Part Time" = Employees on at least 50% appointment (i.e., 20 hours/week) but less than 75% FTE appointment (i.e., less than 30 hours/week).**

2019-20 monthly contribution rates	Medical/Prescription Drug	Dental
FT - Single	\$546.41	\$27.69
FT - 2 Person	\$1,131.06	\$57.04
FT - Family	\$1,382.41	\$71.17
PT - Single	\$546.41	NA
PT - 2 Person	\$546.41	NA
PT - Family	\$546.41	NA

CMU offers a comprehensive wellness program to encourage employees to improve or maintain their health and foster a high quality of life. In addition, the program is intended to help control health care costs and increase productivity. A variety of programs and incentives are available. For complete details, see (website). The University reserves the right to amend, modify or discontinue the Wellness Program at any time.

The University will cover the premium cost for basic Life Insurance (1.5X Annual Salary) and LTD. Effective July 1, 2010, the 67% LTD plan is the only coverage level available.

APPENDIX E – Public Broadcasting Catastrophic Illness Assistance Plan

- Public Broadcasting employees may be eligible for assistance under this plan:
 - in the case of severe personal illness or injury of the employee or immediate family member; and
 - where currently available paid leave (sick, vacation, personal, comp time) has been or will be exhausted prior to commencement of STD or LTD; and
 - in the case of the employee's own illness or injury:
 - where the employee needs help to bridge the waiting period to STD or LTD; and
 - where the employee is on an approved medical leave of absence supported by competent medical documentation.

- The plan is not available to employees:
 - receiving workers' compensation benefits or other compensation
 - who have not completed 12 month's continuous employment with a minimum of 1250 hours of employment prior to seeking benefits under this program.

- Donations:
 - may be solicited only from employees in Public Broadcasting.
 - are limited to vacation days; sick, personal, and comp time are not permitted.
 - must be in multiples of 8 hours.
 - are limited to an aggregate number of vacation days necessary to bridge the gap to STD or LTD, as appropriate.
 - may not be continuously solicited; the solicitation period is limited to one week for each occasion.
 - are not payable to survivors or the employee's estate.
 - are final

- General Manager/Public Broadcasting and one member of the bargaining unit will collect and maintain donations information (name of donor; number of hours donated). Pay sheets with the necessary information to properly account for donations used and donations transferred to the beneficiary will be maintained by Public Broadcasting.

The University reserves the right to revisit this plan in the event the Payroll Department, or other administrative unit of the University, determines that the process has become administratively burdensome or unworkable.

LETTER OF AGREEMENT – No. 1: Joint Market Study

JOINT MARKET STUDY

The union and the University agree to conduct a joint market study examining all classification descriptions within the bargaining unit at a mutually agreed upon point prior to the expiration of the 2013-16 collective bargaining agreement, but in no case commencing later than December 2015.

CENTRAL MICHIGAN UNIVERSITY:

/S/ _____
Kevin J. Smart
Director/Employee Relations

**NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES
AND TECHNICIANS/COMMUNICATIONS WORKERS OF
AMERICA – AFL-CIO:**

/S/ _____
Linda K. Dielman
President, NABET/CWA Local 412

LETTER OF AGREEMENT – No. 2: COMPENSATION PROGRAM FOR MARKETING REPRESENTATIVES (BR3)

COMPENSATION PROGRAM FOR MARKETING REPRESENTATIVES (BR3)

1. This program applies to Marketing Representatives hired on or after 7/1/2010.
 - a. During each fiscal year (July 1 – June 30) such employees will be compensated on a basis of fixed salary of a minimum of \$23,660 (determined on an annualized basis) plus a commission of 10% of each dollar received by WCMU from underwriting, challenge grants, and other revenue generated by the Marketing Representatives during the fiscal year.
 - b. Commission will be paid on trades that are deemed as “necessary.” These must be pre-approved by the General Manager or his/her designee.
 - c. Commission payment for such revenue generated by the Marketing Representative and received by WCMU will be computed and paid on the 15th and last day of the month. Commissions to be paid on the 15th will be calculated based on revenues received between the 1st and 20th of the prior month. Commissions to be paid on the last day of the month will be calculated based on revenues received between the 20th and the last business day of the prior month.
2. The University reserves the unilateral right to adjust the \$23,660 annualized base as may be required to maintain the Fair Labor Standards Act salary base overtime exemption.
3. Enhanced Incentive Plan for Marketing Representatives who achieve various stages of annual underwriting revenue generated and received:
 - a. Stage 1: upon achieving \$100,000 total “cash in the door”, a \$100 lump sum non-base payment.
 - b. Stage 2: upon achieving \$150,000 total “cash in the door”, a \$200 lump sum non-base payment.
 - c. Stage 3: upon achieving \$200,000 total “cash in the door”, a \$300 lump sum non-base payment.
 - d. Stage 4: upon achieving \$250,000 total “cash in the door”, a \$400 lump sum non-base payment.
 - e. Stage 5: upon achieving \$300,000 total “cash in the door”, a \$500 lump sum non-base payment.
 - f. Payments described above in paragraph 3(a) through 3(e) to be paid in accordance with the commission payment schedule noted in Paragraph 1(c).
 - g. “Cash in the door”, for the purposes of this Paragraph, includes all underwriting cash revenue actually received, all challenge grants, and any necessary trades approved by the General Manager or his/her designee.

LETTER OF AGREEMENT – No. 3: WCMU UNDERWRITING SOLICITATION GUIDELINES

The University and the Union agree that, with respect to marketing and underwriting, the overall goal is to maximize underwriting revenue to WCMU. In order to accomplish this, the parties agree that Marketing Representatives should have every opportunity to maximize their individual productivity. To that end, CMU PBS Management has developed the following “**WCMU Underwriting Solicitation Guidelines.**” The parties recognize that there may be some isolated instances where management must make decisions that are in the best interest of the department but may not be in the best interests of every bargaining unit member.

WCMU Underwriting Solicitation Guidelines

1. The primary focus of WCMU Marketing Representatives is to secure underwriting and business challenge grants (i.e., “revenue activity”). Other duties may be assigned as needed.
2. Any revenue resulting to WCMU from revenue activity by a Marketing Representative will be credited to that Marketing Representative. In the case of misapplication of revenues to a Marketing Representative’s record, the Marketing Representative must notify the General Manager or his/her designee of the error within fifteen (15) days from the date the revenue report is published (see 5(d), below).
3. The General Manager or his/her designee will assist the Marketing Representatives in meeting their goals and maximizing their revenue generating productivity.
 - a. The General Manager or his/her designee will not normally arrange “typical” underwriting buys, trade outs, challenge grants, auction items, etc., unless it is in collaboration with a Marketing Representative. The Marketing Representative will be credited with the revenue generated thereby.
 - b. The General Manager or his/her designee will not earn a commission on any revenue activity.
 - c. The General Manager or his/her designee will not maintain a book of business of underwriting accounts, with the exception of the following four accounts: CMU Bookstore (Quiz Central); CMU Residence Life (Quiz Central); Simply Engraving (Quiz Central); Michigan DNR (Tower Lease Trade).
4. Management will make every attempt to provide the tools and resources to each Marketing Representative to allow them to maximize productivity.
 - a. Goals will be set annually, prior to the start of the fiscal year, by the General Manager or his/her designee with the input of the Marketing Representative and the Director of Development. Once established, these goals will not be increased for the balance of the fiscal year, except as noted in paragraph 9, below.
 - b. Annual goals will be the primary financial goals for both television and radio but will also include goals for new underwriters.
 - c. Commissions and bonuses will be based on financial results.
5. Standard Operating guidelines
 - a. Unsolicited underwriting inquiries from businesses or agencies will be assigned to Marketing Representatives at the discretion of the General Manager or his/her designee.
 - b. Accounts that are originated by a Marketing Representative will remain with the Marketing Representative unless: (1) there is a break in active business and there has been no contact with such account in a continuous 12 month period of time, or (2) there is an unresolvable conflict between the underwriter and the Marketing Representative. Before any accounts are reassigned

- by the General Manager or his/her designee , the Marketing Representative(s) will be consulted to determine if there is a compelling reason to keep the current Marketing Representative assignment. After consultation, all decisions by the General Manager or his/her designee are final.
- c. When the Marketing Representative and any other member of the WCMU staff jointly meet with a prospect, any resulting underwriting revenue will be credited to the Marketing Representative.
 - d. Marketing Representatives will receive a monthly performance tracking report. These reports will show all business contracted for the current fiscal year through the last business day of the prior month. Contracts will be broken down by television, radio, guide/web, trade, and necessary trade
 - e. It is recognized that there may be instances where the established rates for underwriting may be altered as part of the negotiation with underwriting prospects. It is the responsibility of the General Manager or his/her designee to make sure that each Marketing Representative is treated fairly in the terms of any rate alterations.
6. Marketing Representatives will be responsible for acquiring challenge grants for radio and television from businesses. Challenge grants called in during a drive from a business will be immediately assigned to a Marketing Representative and a commission will be paid. All challenge grants offered by individuals, not on behalf of a business, will be handled by the Major Gifts Officer, General Manager or his/her designee. There will be no grandfathered individuals handled by Marketing Representatives.
7. On agency buys, the agency will determine if it wants a single Marketing Representative as their primary contact. In those instances, the General Manager or his/her designee will determine which Marketing Representative will serve in that capacity. If the agency is open to having more than one contact, the Marketing Representatives will handle their own contacts based on specific accounts assigned to them.
8. A written document outlining the guidelines for performance evaluation for the Marketing Representatives will be provided at least once per year. A second document will detail how commissions will be figured for each type of revenue generated by the Marketing Representatives.
9. When a Marketing Representative leaves WCMU employment, the accounts/contacts managed by that Marketing Representative will be distributed among the remaining Marketing Representatives by the General Manager or his/her designee. When the vacancy is filled, the accounts/contacts will be redistributed among the Marketing Representatives by the General Manager or his/her designee. Whenever there is a redistribution of accounts, the General Manager or his/her designee will adjust goals accordingly.
10. When non-bargaining unit members secure or assist in securing underwriting or trade outs, Marketing Representatives will be involved and will receive credit for any resulting arrangements.

The parties agree that these guidelines will remain in effect for the duration of the current term of the agreement.

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