

**LETTER OF AGREEMENT
BY AND BETWEEN
CENTRAL MICHIGAN UNIVERSITY
AND
NABET/CWA LOCAL 412, AFL-CIO**

Central Michigan University ("CMU") and NABET/CWA Local 412, AFL-CIO ("Union") are parties to a collective bargaining agreement ("Agreement") expiring June 30, 2025.

1. Effective February 21, 2025, the University is subject to the requirements of the Michigan Earned Sick Time Act.
2. Article 18 of the Agreement provides that a bargaining unit member may use paid sick leave days to attend to members of the employee's immediate family who are ill or injured as defined in Article 18. Under Article 18, the definition of "immediate family" is the same as that used in the FML guidelines found at <https://www.cmich.edu/about/human-resources/employment-services/leaves-of-absence-staff/types-of-leaves/family-and-medical-leave>.
3. The FML guidelines cited in the Agreement defines "immediate family" as spouse, other eligible individual, parent, son or daughter, next of kin of a covered service member, and covered service member.
4. The Act permits covered employees to annually use up to 72 hours of accrued paid sick leave to cover absences for the following:
 - a. The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
 - b. If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
 - c. For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
 - d. For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease whether or not the employee or family member has actually contracted the communicable disease.
5. The Act defines "immediate family" to include:
 - a. Biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis;
 - b. Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child;
 - c. An individual to whom the employee is legally married under the laws of the state or a domestic partner.
 - d. Grandparent;
 - e. Grandchild;
 - f. Biological, foster, or adopted sibling;

- g. Any other individual related by blood;
- h. An individual whose close association with the employee is the equivalent of a family relationship, including those designated as an Other Eligible Individual under CMU's policies.
- i. "Domestic partner" means an adult in a committed relationship with another adult, including both same-sex and different-sex relationships; and
- j. "Committed relationship" means one in which the employee and another individual share responsibility for a significant measure of each other's common welfare, such as any relationship between individuals of the same or different sex that is granted legal recognition by a state, political subdivision, or the District of Columbia as a marriage or analogous relationship, including, but not limited to, a civil union.

- 6. For purposes of complying with the Michigan Earned Sick Time Act, the Parties agree that so long as the Michigan Earned Sick Time Act is in effect, the description of the purposes for which an employee may use paid sick leave in Article 18 shall incorporate by reference the description of allowable purposes set forth in the Act and described above in Paragraph 4. Further, the definition of "immediate family" in Article 18 shall incorporate by reference the definition of "immediate family" as set forth in the Michigan Earned Sick Time Act, and as described above in Paragraph 5.
- 7. The first 72 hours of sick/medical leave time a bargaining unit member utilizes in a calendar year (for the employee and/or employee's immediate family member) will be considered time taken pursuant to and as allowed by the Michigan Earned Sick Time Act and satisfies the University's obligations thereunder.
- 8. All other terms and conditions for the use of sick time not addressed in Article 18 are expressed in CMU's Michigan Earned Sick Time Act (ESTA) policy.
- 9. This agreement is entered into in good faith by all parties and will not otherwise serve to amend or modify existing terms and conditions of the Agreement.

AGREED TO AND ACCEPTED THIS 11TH DAY OF April ~~March~~ 2025:

FOR THE UNIVERSITY:



Scott J. Hoffman, J.D.
Director/Employee Relations

FOR THE UNION:



Michael Horace, President
NABET/CWA Local 412, AFL-CIO