

Employer Package Proposal #1

Date: 5/18/16

Time: 3:40pm

1. The parties agree to the Heating Plant Memorandum of Understanding dated May 11, 2016. See attached document.
2. The union agrees to Employer Proposal #5 dated May 11, 2019. Reinserting the following language into the collective bargaining agreement. Section 14.02 "Effective May 9<sup>th</sup>, 2000 the Employer may post position vacancies arising from attrition or from creation of new positions with work weeks other than Monday through Friday inclusive. Thereafter, the Employer may change the work week for that position as needed provided the requisite notice is furnished to the Union in accordance with Section 14.05 below".
3. The employer agrees to union proposal # 6, to provide Business Objects Enterprise BOE access to the Union President. This access will provide the President to run the Seniority List, Personnel Actions Reports and Temporary Employee list. This item will appear as an Appendix in the CBA. See attached document.
4. The employer agrees to union modified proposal #2 concerning unscheduled closeds. Section 16.02 remain current contract language except for adding the following language to the last sentence. ..."Employees directed to work during an unscheduled closedown who fail to do so, shall be ineligible for compensation pursuant to this provision and will not be disciplined".
5. The employer agrees to abide by Article 10.06. Differences arising out the interpretation of this Article and Section will be reviewed by the parties on a case-by-case basis.
6. The Union agrees to withdraw their proposal #5.
7. The employer agrees to the modified union proposal # 4 inclusive of the employer's verbal counter proposal which adds the following words in bold. "The employee shall receive up to a maximum of two (2) hours of paid administrative leave to cover the absence".
8. Regarding Employer Proposal #2 the parties agree to discuss the current arbitrator panel with the intent of revising the list of arbitrators to reflect a more diverse group of arbitrators.
9. The Employer agrees to review disciplinary actions on a case-by-case basis which have designated that the discipline and points for minor infractions to remain on the employee's record for more than one year and make the appropriate adjustments as necessary. This also includes a last chance agreement issued to an "employee" who was placed on a last chance agreement as a result of a previous discipline for a minor infraction remaining on this record for more than one year.

Employer Package Proposal #1

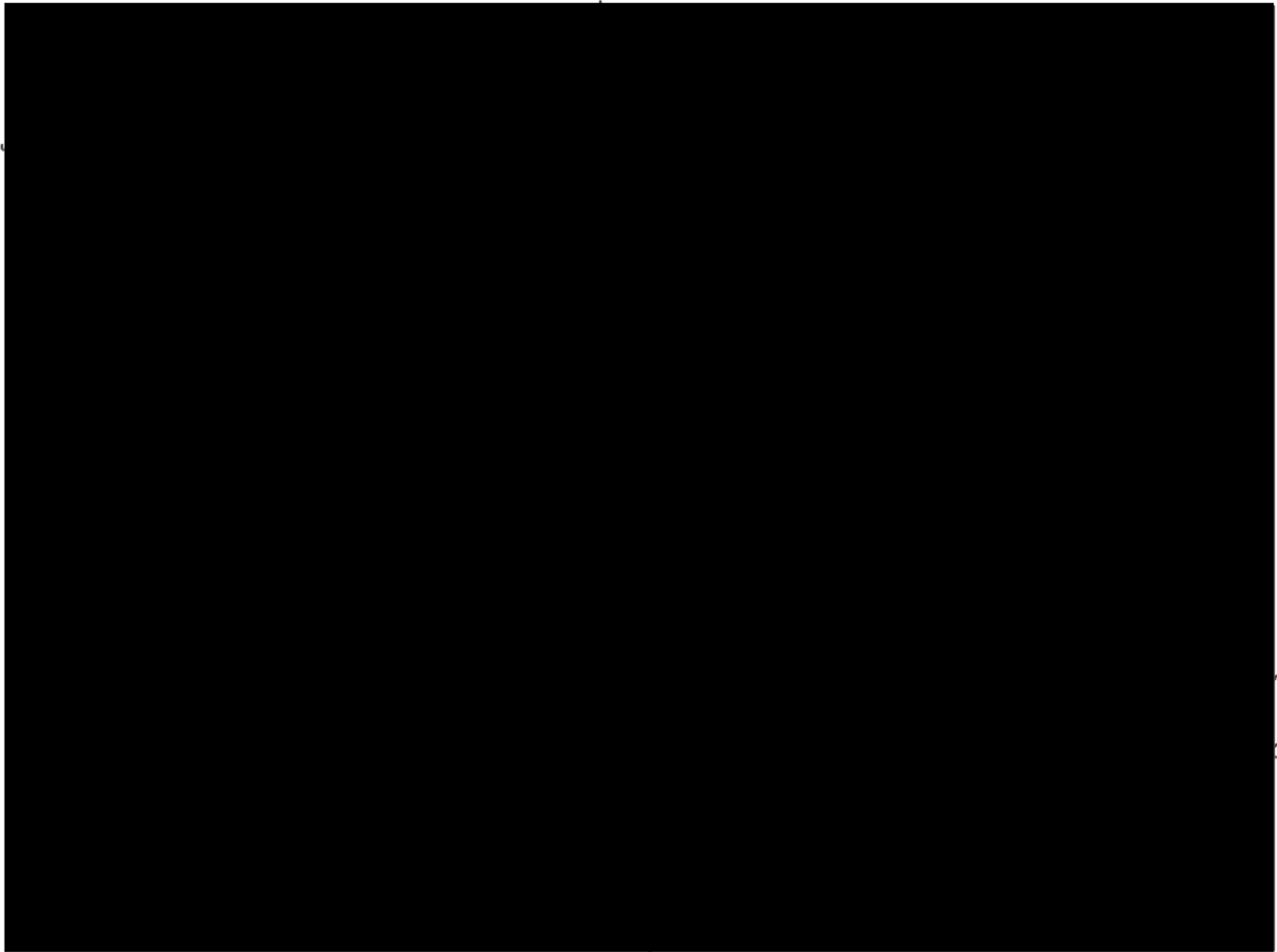
Date:

Time:

10. This proposal also resolves AFSCME Grievances #14600 and #14995.

11. This constitutes the entire proposal.

TJA d 5/18/16



8/16

May 4, 2016

## Memorandum

**From: Bilal Sarsour,  
Director Facilities Maintenance**

**To: Heating Plant Staff**

**Date: May 11, 2016**

This memorandum serves to clarify shift premiums.

Billing Shift Premiums for Heating Plant Operations.

1. 4p-4a
  - a. 4p-12a receives standard pay plus afternoon premium
  - b. 12a-4a receives OT pay plus midnight OT premium
2. 4a-4p
  - a. 4a-12p receives standard pay plus midnight premium
  - b. 12p-4p receives OT pay plus midnight OT premium
3. 8a-8p
  - a. 8a-4p receives standard pay
  - b. 4p-8p receives OT pay plus afternoon OT premium
4. 8p-8a
  - a. 8p-12a receives standard pay plus afternoon premium
  - b. 12a-4a receives standard pay plus midnight premium
  - c. 4a-8a receives OT pay plus midnight OT premium
5. 12a-12p
  - a. 12a-8a receives standard pay plus midnight premium
  - b. 8a-12p receives OT pay plus midnight overtime premium
6. 12p-12a
  - a. 12p-4p receives standard pay
  - b. 4p-8p receives standard pay plus afternoon premium
  - c. 8p-12a receives OT pay plus afternoon OT premium

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May 4, 2016

Memorandum of Understanding  
Eastern Michigan University  
And  
AFSCME Local 3866  
One Year Pilot Program Re: Heating Plant Operations Shift Coverage

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The parties agree that the following staff coverage provisions will apply to EMU Heating Plant Operations.

**Heating Plant Scheduling**

Heating Plant employees will not be scheduled to work more than eight (8) consecutive working days. Every attempt will be made to provide heating plant employees with a minimum of two (2) consecutive days off, unless the employee is scheduled to work overtime.

**Sick Call-In Coverage.** Shift coverage for absences attributed to unscheduled usage of sick time will be handled as follows:

Stationary Engineers working before and after the affected shift will split the shift. Stationary Engineers working before the affected shift will stay four hours over. Stationary Engineers on duty after the affected shift will be contacted to come in four hours early, if available. The supervisor is ultimately responsible for finding a replacement if the operator is unable to come in early; which may include covering the shift his/herself if no other operator is willing/able to come in early.

**Annual Time off Coverage (scheduled, planned absences).** Coverage for employees using time off benefits will be performed according to the following protocol whenever possible. Requests for taking days off must be submitted seven (7) or more days in advance.

Two Days Off or Less

When Stationary Engineers take off two (2) days or less, the shift(s) will be split by the Stationary Engineers on duty before and after the scheduled off shift. The Stationary Engineer on duty before the scheduled off shift will stay four hours and the Stationary Engineer on duty after the shift will come in four hours early. Call-in pay does not apply in this instance because this is a scheduled event.

More than Two Days Off

When Stationary Engineers take off more than two (2) days, the shifts will be covered by the Stationary Engineer/Maintenance Mechanic. It is understood that, while covering for an absent Stationary Engineer, the Stationary Engineer/Maintenance Mechanic will perform the duties and responsibilities of the Stationary Engineer. Call-in pay does not apply in this instance because this is a scheduled event.

JK

P4

May 4, 2016

This pilot program is exclusive to heating plant employees only. It will remain in effect for one year from the date the agreement is signed by both parties. After the one year mark the parties will reconvene to determine if the agreement should be continued or dissolved. Either party may call a special conference to discuss issues and concerns regarding matters that arise out of this agreement.

Either party may terminate this agreement with ten (10) working days' written notice to the other party.

This constitutes the entire agreement.

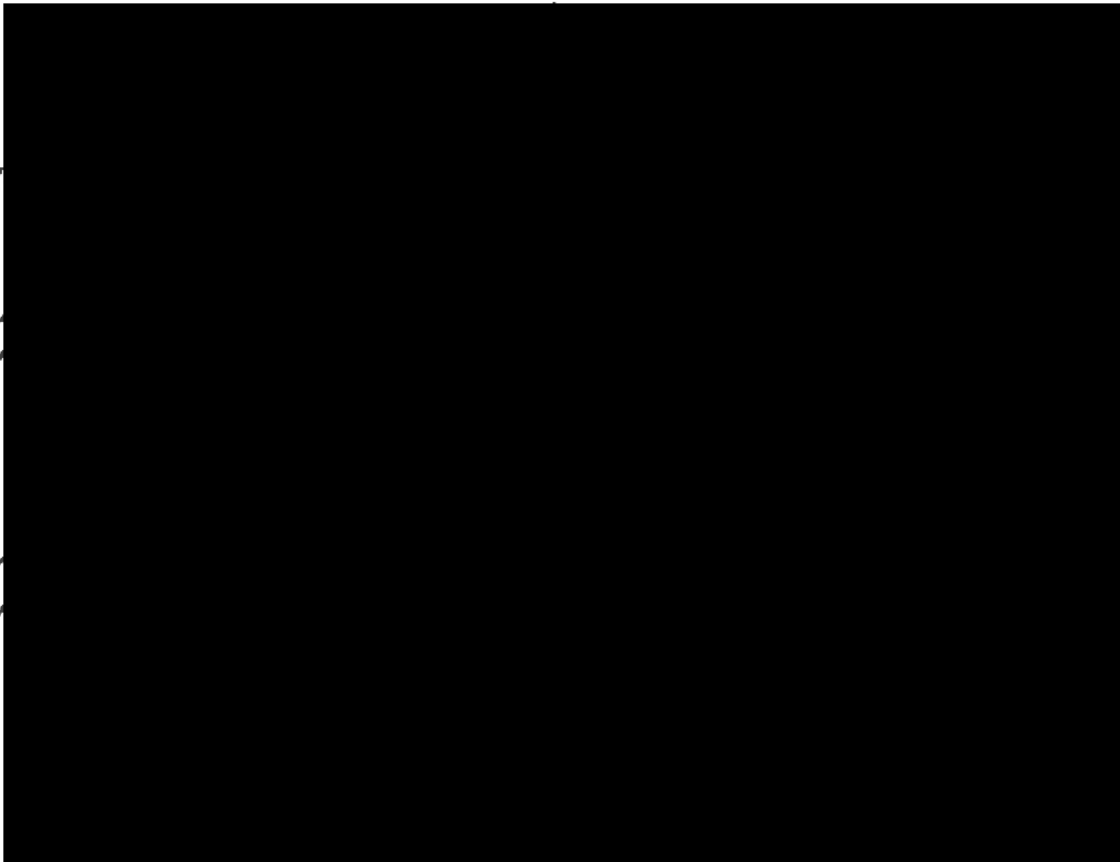
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For AFSCME Local 3866

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Eastern Michigan University

\_\_\_\_\_  
Date

TAD 5/15/16  
@10:10r





TA'd w/ package  
5/18/16

UNION MODIFIED PROPOSAL # 2

Date: 4/28/2016 Time: 2:06

**Section 16.02** During unscheduled closedsowns certain designated personnel (e.g. heating plant employees, physical plant maintenance employees, food service employees or other employees) within the specific areas of the University subject to the closedsowns are required to report for work, dining service employees may be required to work if student are on campus. Employees so required to work and who do work when the University is closed as above provided shall, in addition to their regular compensation, receive compensatory time off at the rate of one (1) hour for each hour of work actually performed during the period of the closedsown, up to a maximum of eight (8) hours. Hours worked in excess of eight (8) hours as above provided shall be compensated as elsewhere provided by this Agreement. Employees directed to work during an unscheduled closedsown who fail to do so, shall be ineligible for compensation pursuant to this provision, ~~and at the employee's option may use sick, vacation or take no pay without being disciplined for their absence.~~ and will not be disciplined.

UNION MODIFIED PROPOSAL # 4

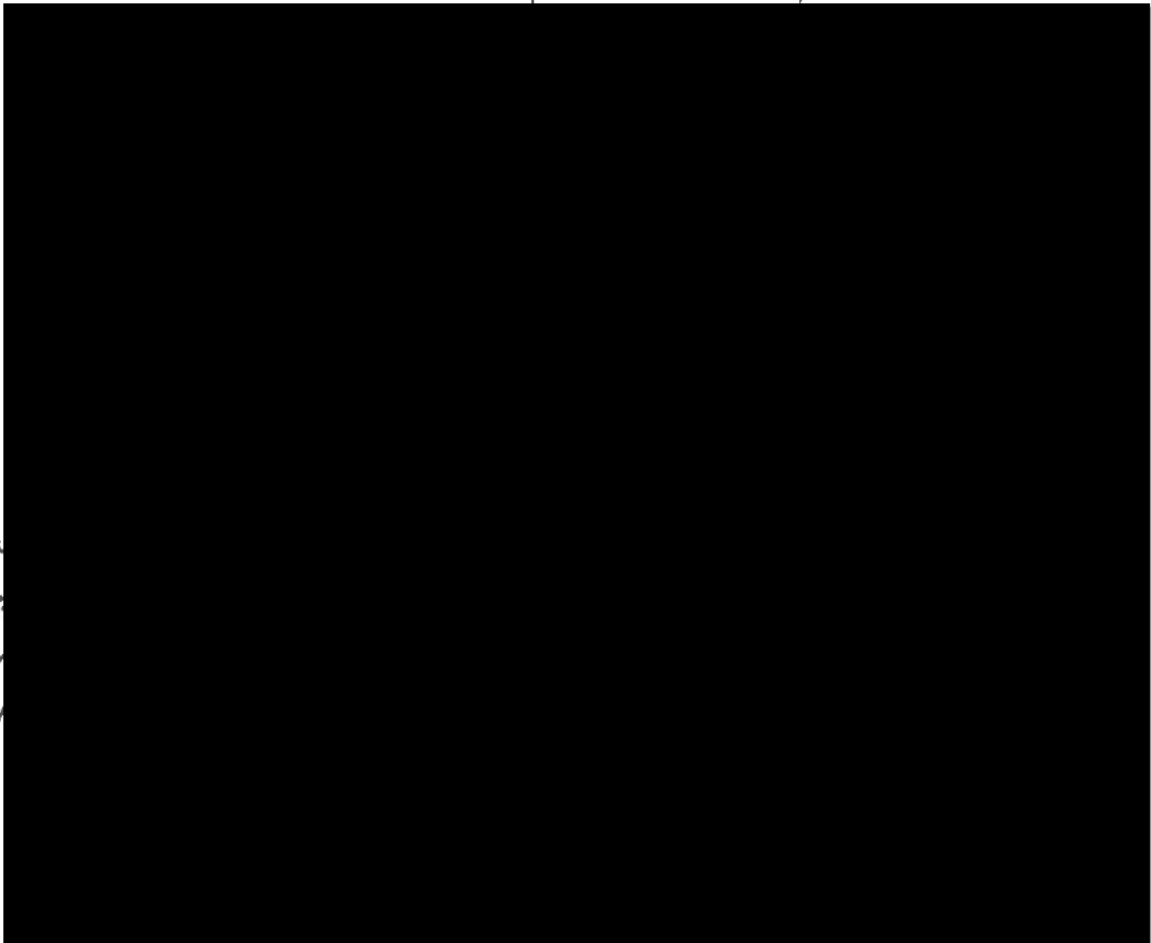
Date: 5/18/16

Time: 10:05am

(Note: modified from the original proposal to current contract language with the following changes)

**Section 23.12** Employees who work a total of sixteen (16) continuous hours, and is scheduled to work the following day, may request to change his/her starting time for the following day for up to a maximum of two (2) hours. The employee must seek and receive prior approval from the Supervisor/Foreman for all such changes. The employee ~~must use annual leave or personal sick~~ **shall receive up to a maximum of two (2) hours paid administrative leave** to cover the absence. ~~At the discretion of the Employee, he/she will decide which leave bank will be used. Employees who do not have leave credits to cover their absences will not be approved for schedule changes.~~ Any dispute arising out of a denial of a request or the application of this provision shall not be subject to appeal in the grievances procedure.

TAD 5/18/16 @ 10:10A





Employer Proposal #

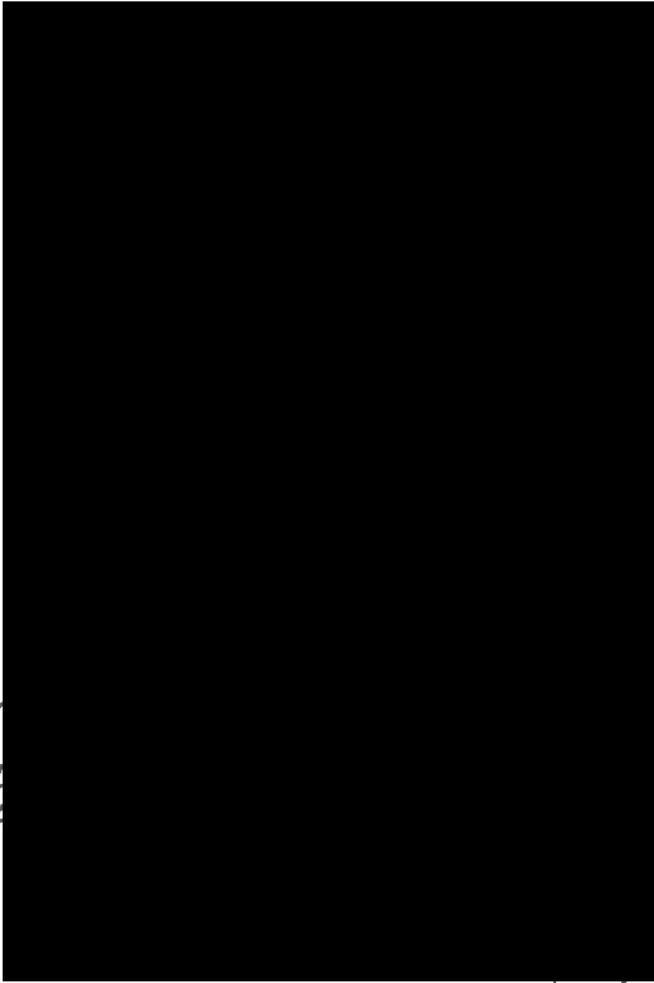
Date: 5/18/16

Time: 10:05am

**NEW** APPENDIX C

Business Objects Enterprise (BOE) access will be provided to the Union President. The purpose of this will afford the President with the ability to run the Seniority Reports, Personnel Actions Reports and Temporary Employee Reports.

TAD 5/18/16 @ 10:10am



Employer Proposal # 18

Date: 6/8/2016

Time: 12:15 pm

ARTICLE 1 AGREEMENT

Section 1.01 This Agreement is made and entered into on July 1, 2016 by and between Eastern Michigan University, hereinafter referred to as the EMPLOYER, and Local Union 3866 affiliated with Council 25 of the American Federation of State, County and Municipal Employees and the AFL-CIO hereinafter referred to as the UNION.

TAG 6/8/16



Employer Proposal # 8

Date: 5/11/16

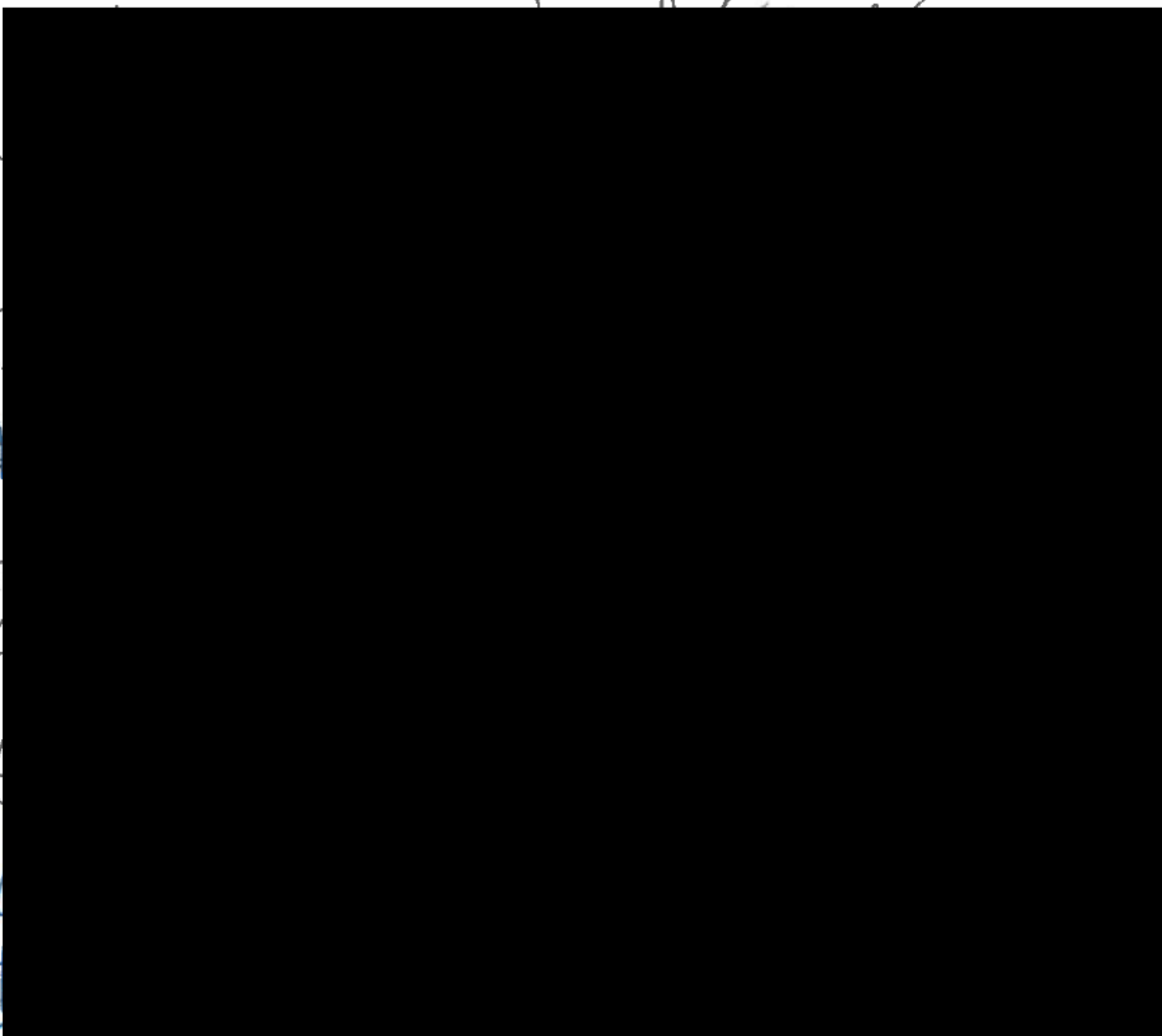
Time: 2:25pm

TAD

6/8/16

Article 8 UNION REPRESENTATIVES

Section 8.06 ~~The amount of release time taken by the President shall not exceed one and half (1.5) hours per day and shall be taken during the one (1) hour period at the beginning of the President's work shift and during the one (1) hour period at the end of the President's work shift or a mutually agreed upon alternative schedule.~~



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-16

Employer Proposal # 7

Date: 5/11/16

Time: 11:34am

Article 9 Grievance Procedure  
Grievance Mediation - Pilot Project

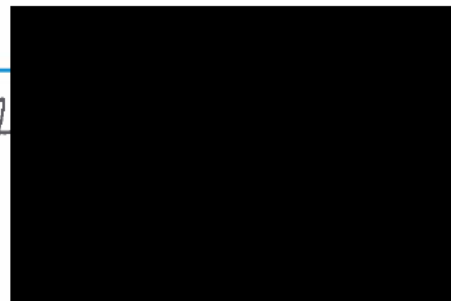
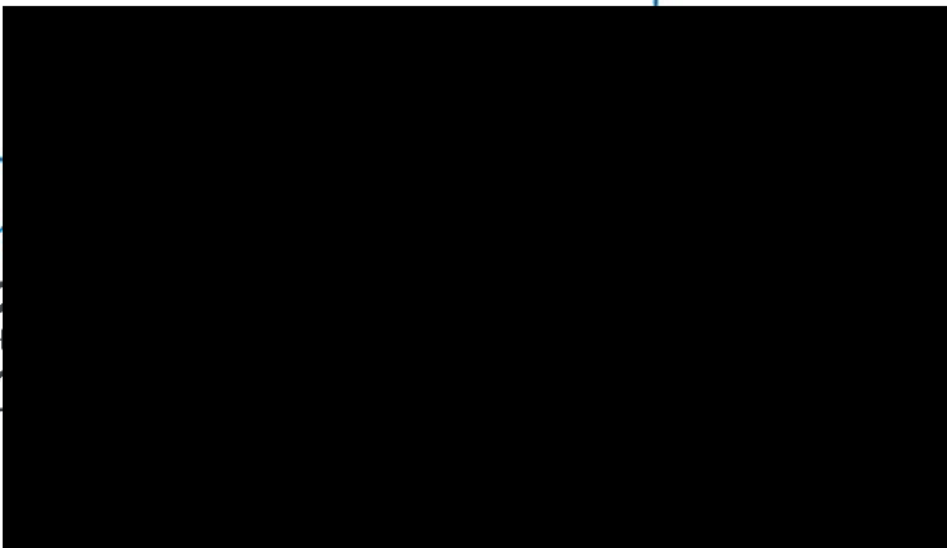
Mediation is a nonbinding attempt to settle grievances prior to Arbitration. In recognition of this goal, a pilot project will be implemented. This project will remain in place for a period of two years commencing on July 1, 2016 and ending on June 30th, 2018, at which time the pilot will end. The parties will then reconvene to determine if the project will be continued.

Grievance Mediation Process:

1. Within ten (10) working days of the employer's decision at Step II, prior to an appeal to Arbitration, and with the mutual agreement of the parties, a grievance may be submitted for mediation through the Federal Mediation and Conciliation Services (FMCS) and the Michigan Employment Relations Commission (MERC).
2. The parties will coordinate a date for mediation as soon as administratively possible, so as to not unduly delay the grievance process
3. Mediators will be presented with the case facts, receive and review documents and hear testimony from each party.
4. If the grievance is not resolved through mediation, the union may submit a grievance to arbitration in accordance with Step III of the Grievance procedure. The date of mediation will be used as the effective date to start the time frame within which the union may make a timely appeal to arbitration.

It is agreed that any and all settlement discussions by the parties, recommendations, or opinions offered by the Mediators shall not be used by either party in the presentation of their case at arbitration.

This constitutes the entire ~~agreement~~ <sup>Proposal</sup>



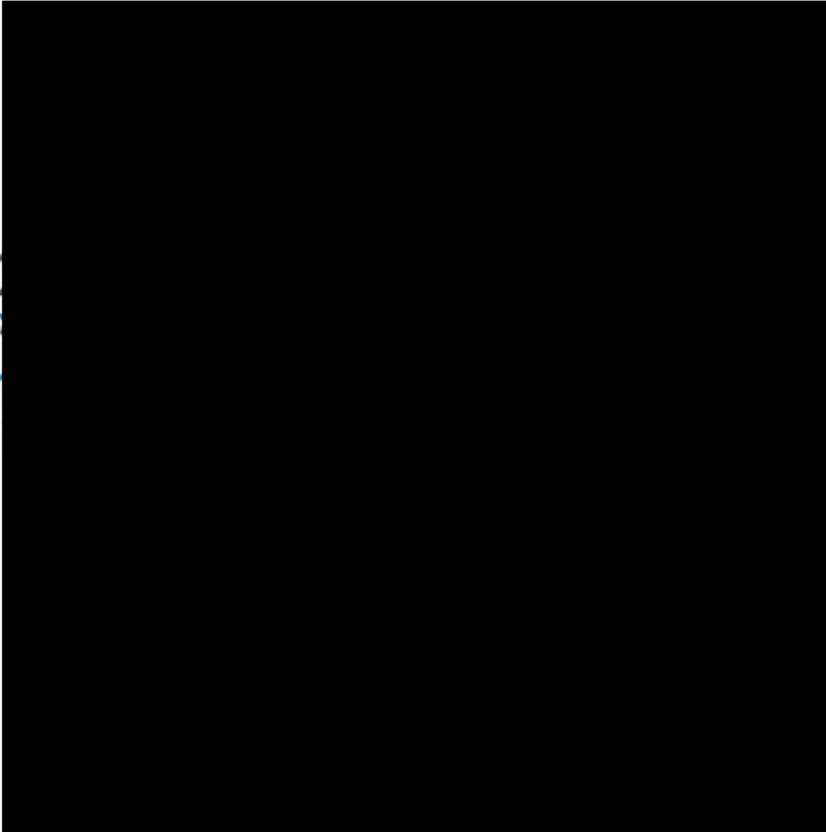
Employer Proposal #

Counterproposal to Union #3-

Date: 4/28/2016 Time: 11:20

ARTICLE 11 HOURS OF WORK

Section 11.18 Food service employees on summer release may apply for available internal vacant temporary positions provided they meet the minimum qualifications for the position and the employer is seeking to fill the position. To be considered for temporary work summer release employees must apply to the internal temporary pool and include their employee identification number.



Employer Proposal #

3(a)

Date:

4/20/16

Time:

2:29pm

### TEMPORARY TRANSFER

Section 11.35 When filling a temporary transfer to a higher classification, where qualifications and ability are equal between an external candidate and a bargaining unit member, the Employer will place the bargaining unit member in the temporary transfer position.

Section 11.36 Where qualifications and ability are equal among bargaining unit members, the Employer will place the most senior bargaining unit member in the temporary transfer position Semi-annually, within the last two (2) weeks of ~~January~~ and ~~July~~ supervisors will canvass eligible employees in their operational area to see if they would like to be considered for temporary transfers for the following six months.

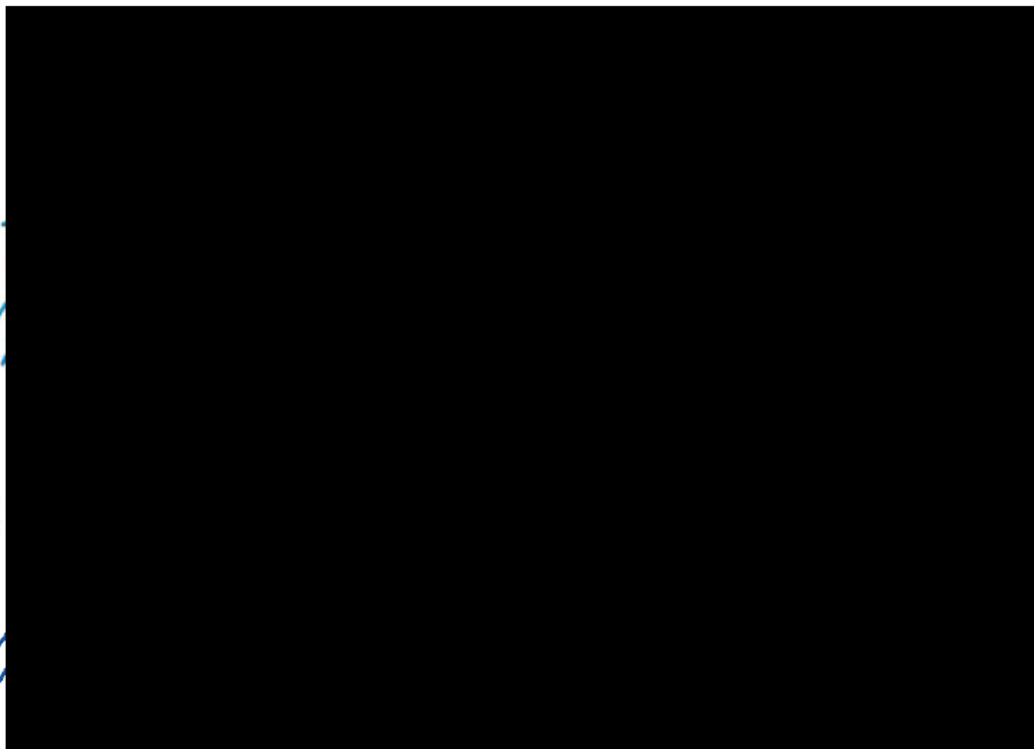
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Section 11.37 At the request of the Local President, a copy of the Transfer Availability List and transfer out of the bargaining unit list, shall be provided to the Union. Employees with a current discipline of two points or more on file are not eligible to sign the list. The Local President shall be notified of any bargaining unit members, or current temporary employee who has received a temporary transfer.

Section 11.38 When the Employer determines a need to assign an employee to a temporary transfer, or transfer out of the bargaining unit such assignments will be made only from the appropriate Operations Area's current list. A temporary employee may be used to fill the vacancy resulting from the transfer of the bargaining unit employee.

Section 11.39 Employees who would like to be considered for temporary transfer positions including transfers out of the bargaining unit must have their applications updated on-line on their bid form. If an employee's updated bid form is not on file at the time of an opening the employee will not be considered for a position.



Employer Proposal # 3 ~~1120~~ <sup>MODIFIED</sup>

Date: ~~2/25/16~~ 4/20/16 Time: 2:15pm

**ARTICLE 11 SENIORITY DEFINED AND ITS APPLICATIONS**

**TRANSFERS OUT OF THE BARGAINING UNIT**

**Move Section 11.20 to follow Temporary Transfers section.**

**SECTION 11.40** If an employee is transferred to a position under the Employer not included in the bargaining unit for more than ~~sixty-(60)~~ **one hundred eighty(180)** days and is thereafter transferred again to a position in the bargaining unit, he/she shall not be credited with seniority for purposes of layoff, recall, and promotions for the period of time he/she was in a position not included in the unit, but shall be credited with seniority for such period for purposes of determining his/her wage rate and his/her eligibility for benefits such as vacation, holidays, sick leave and longevity. **The one hundred eighty (180) day time limit may be extended by mutual agreement of the parties.**

**The protocol for implementing this provision will be in accordance with the sections 11.35 thru 11.39.**



Employer Proposal # 4

Date: 4/20/16

Time: 2:39pm

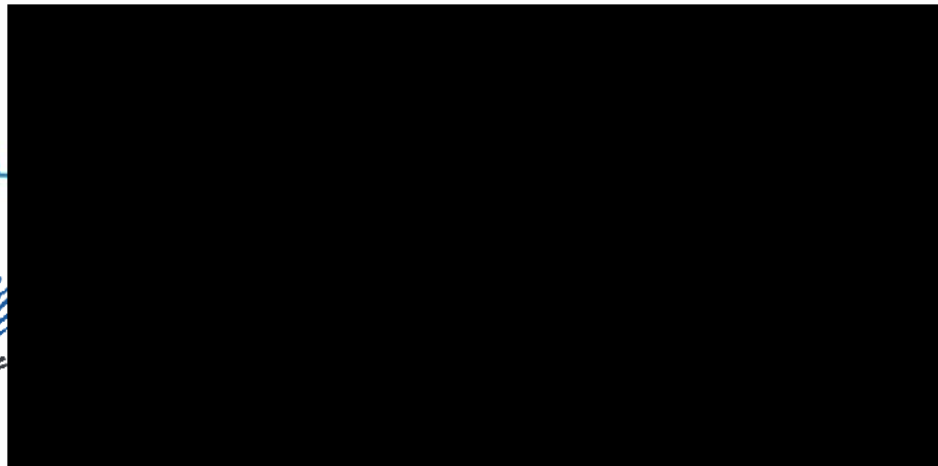
LOSS OF SENIORITY

11.4B

~~Section 1.01~~ An employee shall lose his/her seniority for the following reasons:

- (1) He/she quits.
- (2) He/she is discharged and the discharge is not reversed through the grievance procedure.
- (3) He/she retires or receives a pension under the Pension Plan of this Agreement.
- (4) He/she is absent from his/her job for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made by the Employer. After such absence, the Employer shall send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated.
- (5) If he/she does not return to work within five (5) working days when recalled from layoff. In proper cases, exceptions shall be made; provided, however, an employee who cannot return to work at the time of recall from layoff shall promptly notify the Employer.
- (6) Failure to return to work within the time limits of a leave of absence or an extended leave of absence.
- (7) If laid off for a period of twenty-four (24) months or actual seniority, as of the date of layoff, whichever is less.
- (8) Employees out of the bargaining unit and still employed with the University will lose seniority after twenty-four (24) months.

LOSE





Employer Proposal # 1

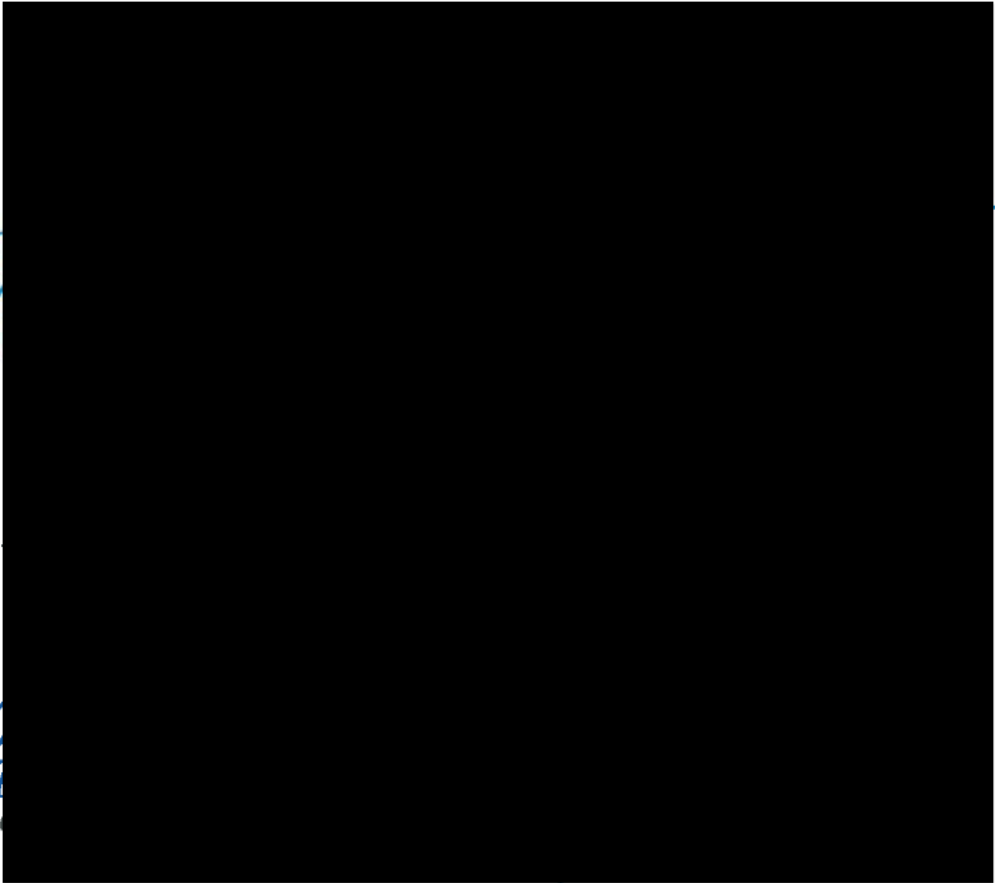
Date: 4/14/16

Time: 9:27am

ARTICLE 11 SENIORITY

SHIFT PREFERENCE

SECTION 11.45 Shift preference within a classification will be granted on the basis of bargaining unit seniority ~~within classification~~ provided the employee has no discipline of two points or more on his/her record. Upon receipt of a written request from a seniority employee to the departmental director ~~Director, of Employment~~, such employee shall within twenty (20) working days, replace the least senior employee within their classification on the desired shift who has not already been subject to shift displacement within the preceding twelve (12) calendar months provided the affected employees can perform the work. After exercising such shift preference, such an employee may not exercise his/her shift preference again for a period of one (1) year, nor may he/she be displaced by another employee's shift preference for an identical period of time [one (1) year]. An employee displaced by another employee's exercise of this provision shall not be subject to further displacement under the terms of this provision for one (1) year. Shift preference limitations provided herein are not intended to restrict an employee's right to bid on posted Bargaining Unit vacancies beyond those limitations provided elsewhere in this Agreement.



Employer Proposal #

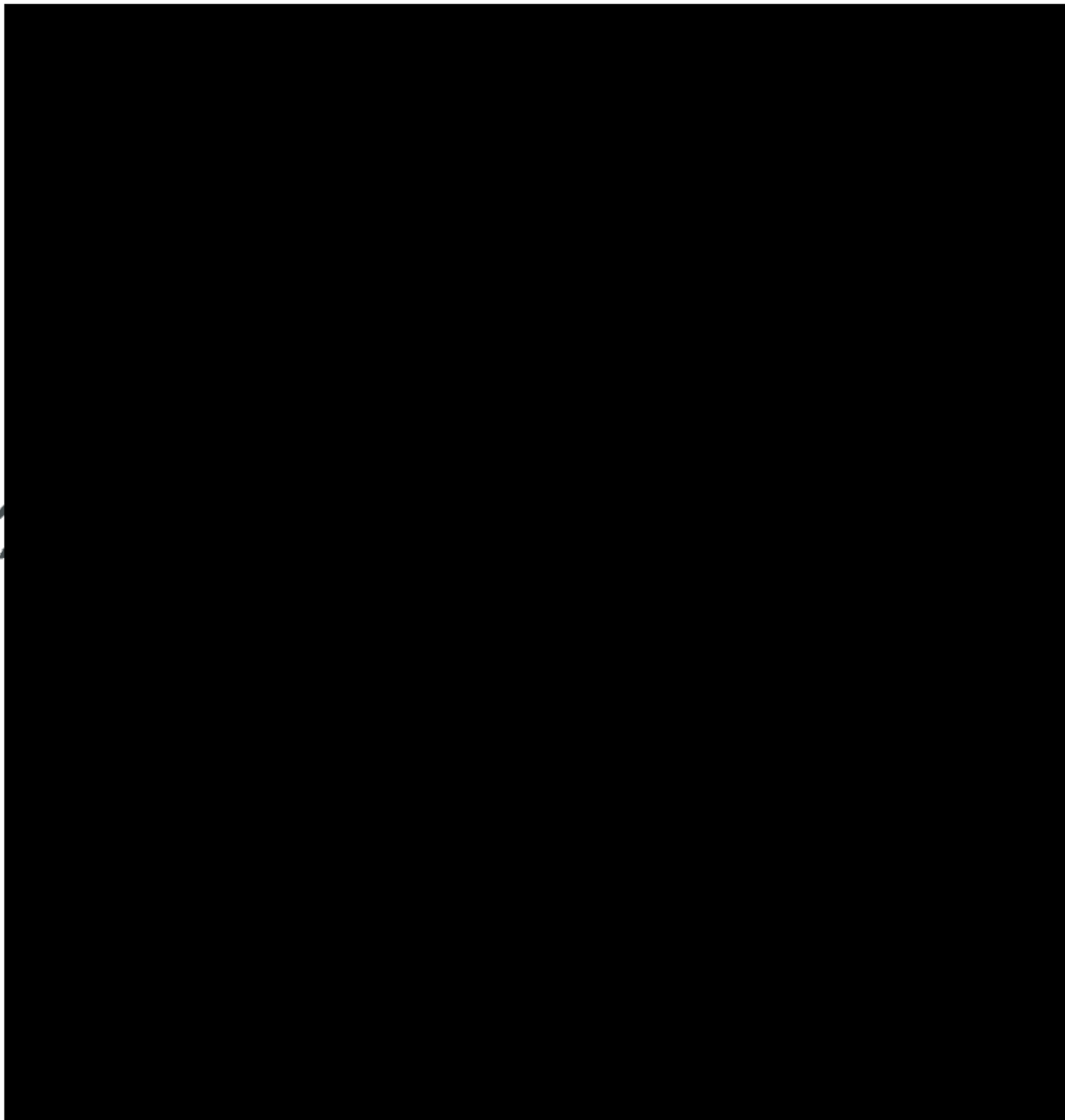
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Date: 5/11/16

Time: 9:50 AM

ARTICLE 12 SICK LEAVE - ~~EFFECTIVE FOR JULY 1, 2012~~

Remove reference to July 1, 2012



UNION MODIFIED PROPOSAL # 7

Date: 5/26/2016

Time:

ARTICLE 15 SHIFT DIFFERENTIAL AND HOURS  
SHIFT HOURS

Section 15.01 The first shift is any shift that regularly starts on or after 5:00 a.m. but before 12:30 p.m. The second shift is any shift that regularly starts on or after 12:30 p.m. but before 9:00 p.m. The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m.

SHIFT DIFFERENTIAL

Section 15.02 Employees assigned to work the second or third shift shall receive, in addition to their regular pay, a premium of ~~forty five (45) cents~~ <sup>80.65</sup> and ~~eighty five (85) cents~~ <sup>80.75</sup> per hour, respectively. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

PREMIUM PAY

~~Employees assigned to work on Saturday or Sunday as part of their regular schedule shall receive, in addition to their regular pay, a premium of \$1.00 per hour. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on Saturday and Sunday.~~

TAD 6/8/2016

Employer Proposal # 9(a)

Date: 5/18/16

Time: 3:10pm

ARTICLE 23 OVERTIME AND EQUALIZATION OF OVERTIME

OVERTIME

~~Section 23.01 Time and one-half the regular straight time rate will be paid for all time worked in excess of eight (8) hours in an employee's work day.~~

Section 23.02 Time and one-half the regular straight time rate will be paid for all hours worked in excess of forty hours in an employee's work week. Preapproved absences will count as hours worked, this includes vacation, sick personal and holidays, and the use of compensatory time

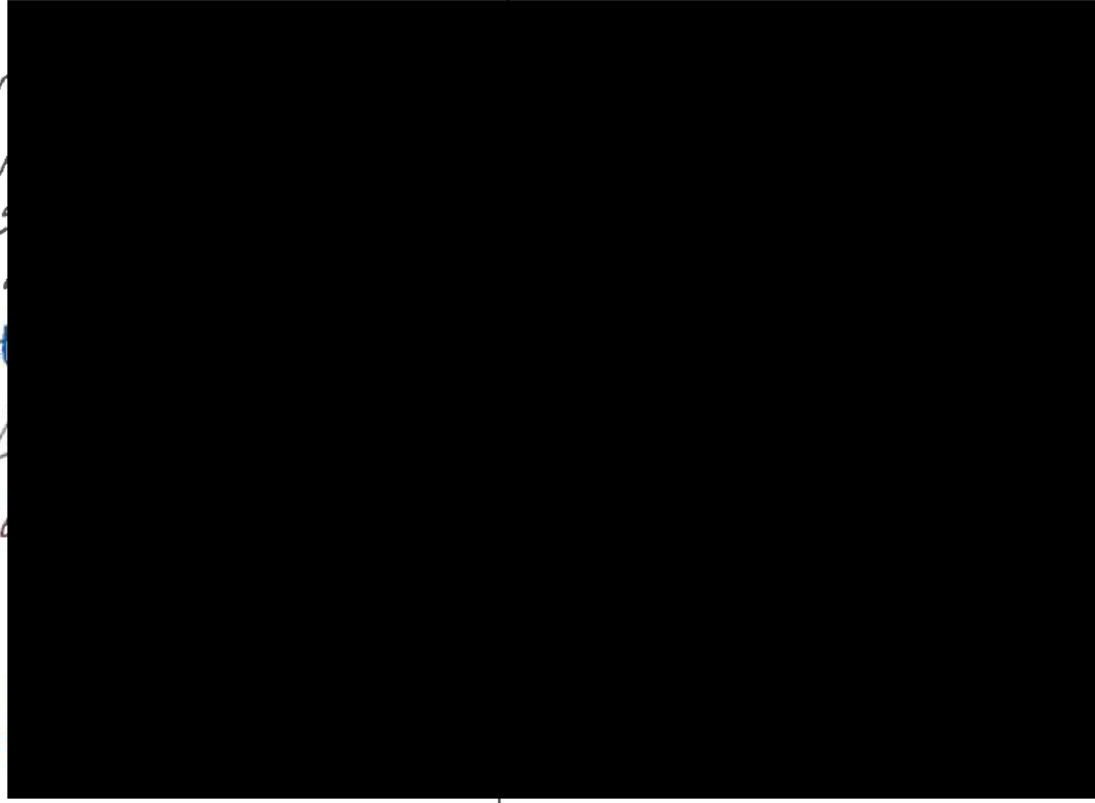
Section 23.03 Time and one-half the regular straight time rate will be paid for all time worked on a designated holiday in addition to holiday pay.

Section 23.04 In no case shall premium pay be paid twice for the same hours worked.

Housekeeping change to reflect the appropriate reference section.

Section 23.08 For the purpose of this clause, when an eligible employee declines an overtime assignment or is unavailable for the assignment the employee will be charged the average number of overtime hours of the employees working during that overtime period. An eligible employee who declines an overtime assignment five (5) times during an eligibility period, as specified in Section 23.05, above, will be removed from the current overtime assignment list and for the following eligibility period...

TAD 6/8/16



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#16

Date:

4/28/16

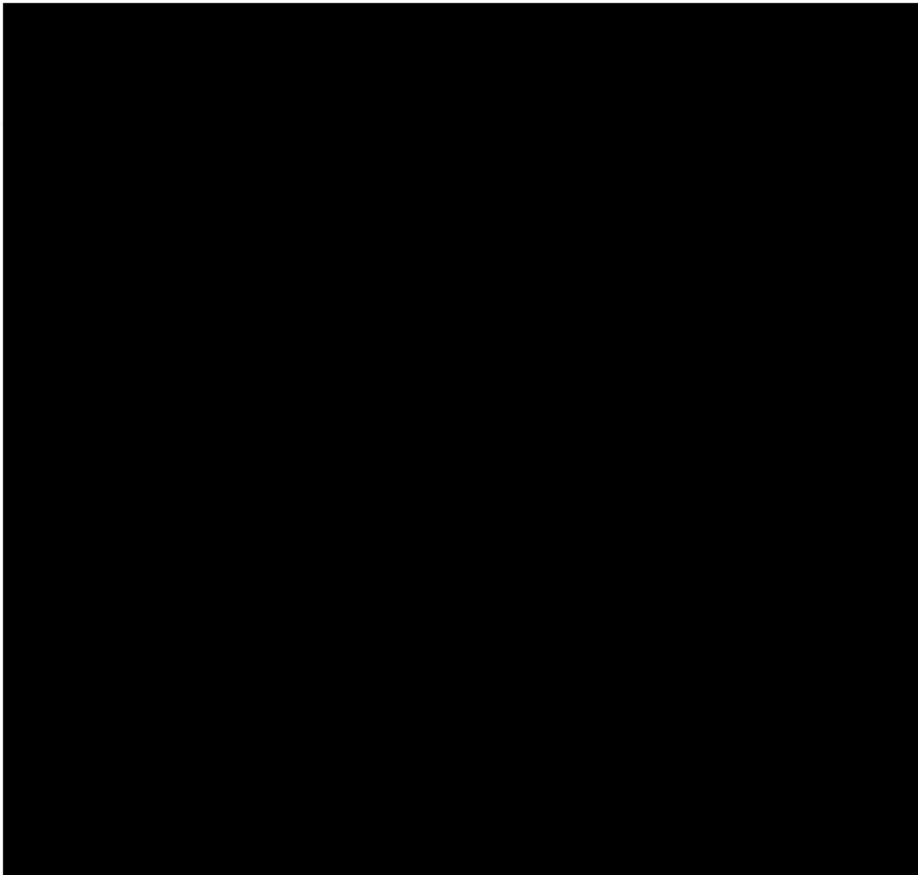
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Section 23. 06 Whenever scheduled overtime is required, the eligible employee with the least number of overtime hours in that classification within their District will be called first and so on down the list of eligible employees in an attempt to equalize the overtime hours. Eligible employees in that classification outside the District will be called if there is a shortage of eligible employees in that classification within District. Eligible employees in other classifications may be called if there is a shortage of eligible employees in the classifications needed. In such cases, they would be called on the basis of least hours of overtime in their classification provided they are capable of doing the work. It is understood that the Employer need not call in an employee for overtime under this provision rather than continue the shift of an employee already at work.

When an employee is assigned a task during his/her regular work hours and is not able to complete the task, the assigned employee will be given first consideration to continue working to complete the task, if it is deemed necessary by the employer.

Any hours worked by an employee beyond their normal shift shall be counted for purposes of overtime equalization.



Employer Proposal # 16(b)

Date: 6/8/16

Time: 11:30 AM

ARTICLE 28 COMPENSATION

WAGE ADJUSTMENTS

Section 28.01 Effective ~~September 8~~ July 1, 2016, ~~5.1.0~~ 2.0 % across the board increase.  
.50 cent increase per hour for FM 22 classifications  
A lump sum payment of \$300 per employee

Section 28.02 Effective July 1, 2017, ~~1.0a.5~~ 2.0 % across the board increase.  
.50 cent increase per hour for FM 22 classifications

Section 28.03 Effective July 1, 2018, ~~1.0a.5~~ 2.0 % across the board increase.

TAJ 6/8/2016



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Counter  
Employer Proposal # 8

Date: 5/26/16 Time: 2:53 PM

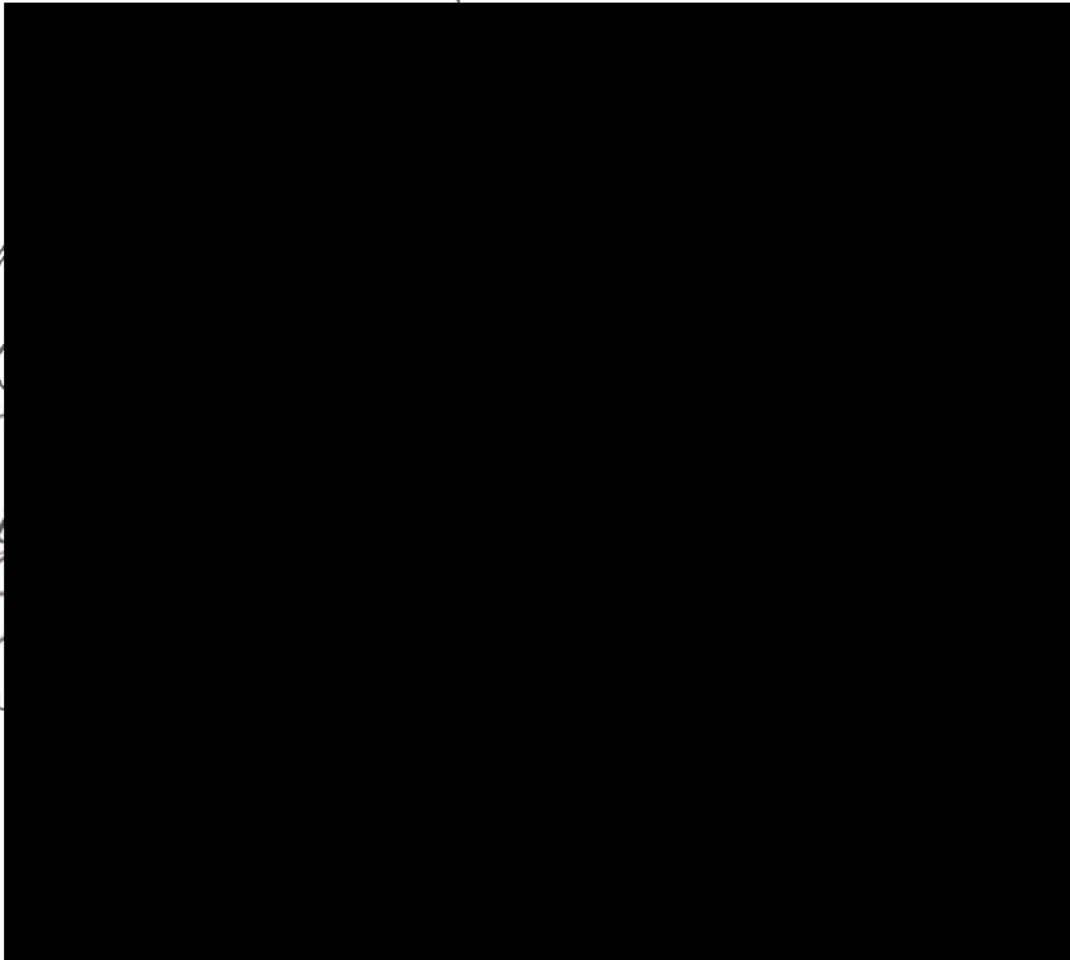
DINING SERVICE EMPLOYEES ON SUMMER LAY OFF

32.17

Section 1.01 Dining Service employees who do not work (appointment expires, or are on lay off) during the summer months are eligible to sign up for health care coverage provided they pre-pay the employee share of the health care premium as listed in Appendix I for those months they are not working. The employee may opt to have the premiums for the summer months deducted through payroll deduction in even amounts during the months they are on the active payroll.

Section 1.01—The University shall provide and maintain dental care benefits, in alignment with Section 34.01, for Dining Service employees who do not work (appointment expires, or are on lay off) during the summer months.

TAD 6/8/2016





DTLs

Employer Proposal # 116

Date: 6/6/16

Time: 10:15 am

### ARTICLE 32 HOSPITALIZATION/MEDICAL COVERAGE

Section 32.01 Effective January 1, 2017, the University shall provide and maintain the following medical benefits for each employee regularly assigned to work twenty (20) hours or more per week, commencing with the employee's ninety first (91) day of employment.

Section 32.02 ~~The current 2014 health insurance plans and rates expire on December 31, 2014.~~ Effective January 1, 2017 employees shall have the option of participating in the Preferred Provider Organization (PPO), Health Maintenance Organization (HMO) or Health Savings Account eligible PPO health plans with benefits as described in each plan design. The prescription drug coverage plan is also found in the Health Care Options Booklet and within each plan design.

Section 32.03 Participants in the University's health insurance plans are required to make cost-sharing contributions for the plan of their choice in addition to any applicable deductibles and copays. Employee cost-sharing information for each plan is found in Appendix 1, Healthcare Plan Design and Cost Share Table. The health insurance plan rates change in January 2017, 2018 and 2019.

~~Section 32.04 Definition of Additional Eligible Adult (AEA). An Additional Eligible Adult (AEA) must reside in the same primary dwelling as the employee and has done so for a minimum of 12 months. The AEA must not be a dependent of the employee or related to the employee by blood or marriage.~~

~~Section 32.05 Same sex and opposite sex AEAs can be added to health care and/or dental plans if they meet the criteria. The AEA must be 18 years of age or older. The employee is responsible for paying taxes on the benefit and any increase in coverage for the AEA. Unless the AEA qualifies as a dependent under IRS regulations and provides proof of such by January 1; otherwise the IRS regulations require the University to tax the amount the University pays for your AEA's benefits. The employee must sign an affidavit stating the person being added meets the criteria. More information is located in the Benefits Office. If an employee elects to add an AEA to their health care or dental plan, which has a cost share, the employee must pay the difference in the cost share coverage as a post-tax.~~

Section 32.06 Employees who obtain age sixty-five (65) are eligible for Medicare benefits. With the passage of the Tax Equity and Fiscal Responsibility Act (TEFRA), the Employer provided health insurance plan becomes the primary health insurance carrier.

Section 32.07 Medicare becomes the secondary health carrier for active employees who are age 65 and over.

Section 32.08 To qualify for the medical benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his or her regular employment with the University. An employee who fails to enroll and make proper application as herein provided is





Employer Proposal #

Date:

Time:

specifically and expressly excluded from such benefits plan until such time as he or she enrolls and makes proper application during an open enrollment period.

Section 32.09 Employees hired on and after the date this agreement is ratified by the Union and the University shall not be covered by these medical benefits until the employee has completed his/her 90th day of service to the University.

Section 32.10 Additions and changes to an employee's health care coverage must be made within thirty (30) calendar days of the event (marriage, divorce, birth, and adoption) by contacting the Benefits Office and completing the appropriate change forms. Failure to make these changes as herein provided will result in the additions and/or changes being excluded from such benefits plan until such time as he/she enrolls them and makes proper application during an open enrollment period. Failure to timely remove former spouse may result in COBRA (Consolidated Omnibus Budget Reconciliation Act) ineligibility.

Section 32.11 In accordance with Section 32.03 above and provided proper application and enrollment is made by an employee, the Employer agrees to pay the cost for maintaining the above described benefits plan for the employee, his or her spouse, **additional-eligible-adult**, and eligible dependent children under twenty-six (26) years of age, at a cost not to exceed the applicable cost for single person, two (2) persons, family with three to four (3 to 4) individuals or family plus (greater than four (4) individuals) benefits. Effective January 1, 2017 spouses who have access to employer subsidized medical and dental cover will enroll with their employer's plan for primary coverage. Spouses may remain on the University's plan, but as secondary insurance only.

Section 32.12 For employees enrolled in the University's health insurance plans the cost sharing provisions for these options still apply for the period that the employee is on the active payroll and for the first three (3) months that the employee is off the payroll and absent because of a medical leave of absence due to injury or illness. In addition, if the employee is receiving long-term disability benefits as provided in ARTICLE 36 below, the cost sharing provisions of these options still apply the first three (3) months the employee is receiving said benefits. The employee will be responsible for the cost-sharing of health insurance benefits. The cost sharing provisions of this option will still apply beyond the above periods as set forth in Section 32.14 below. When on an authorized unpaid non-medical leave of absence the employee will be responsible for his or her benefit costs for the period that they are no longer on the active payroll.

Section 32.13 Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows extended health and dental coverage to be made available in the following situations:

- (1) to employees who, voluntarily or involuntarily have terminated employment (except in cases of gross misconduct) or have had their hours reduced to such extent that they are ineligible for coverage;
- (2) to surviving spouses and dependents upon the death of an employee;

Employer Proposal #

Date:

Time:

- (3) to spouses and dependent children in the event of a divorce;
- (4) to dependent children who exceed the plan's age limitations;
- (5) to the spouses and dependents of employees who become eligible for Medicare coverage.

Section 32.14 For such period of time that COBRA remains in effect, employees may continue coverage as mandated by Federal Law. COBRA permits the Employer to require payment of a premium for the period of coverage continuation. The Employer may charge up to one hundred two percent (102%) of the group contract rate.

Section 32.15 Employees laid off or on an authorized unpaid leave of absence may request the continuation of their medical benefits for a period not to exceed one (1) year from the date the Employer's benefit payment obligation terminates, as provided in Section 32.13 above. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made in the Benefits Office prior to the commencement of the layoff or leave. If such application and arrangements are not made as herein described, an employee's medical benefits shall automatically terminate upon the effective date of their layoff or unpaid leave of absence as indicated in Section 32.19 below. At this time we do not intend to grant these types of requests. Our intention is to offer COBRA immediately. It may be best to leave it just in case in the future we are to afford to offer such an option.

Section 32.16 Employees laid off are eligible to continue their health and dental coverage as dictated by COBRA.

#### DINING SERVICE EMPLOYEES ON SUMMER LAY OFF

Section 32.17 Dining Service employees who do not work (appointment expires, or are on lay off) during the summer months are eligible to sign up for health care coverage provided they pre-pay the employee share of the health care premium as listed in Appendix I for those months they are not working. The employee may opt to have the premiums for the summer months deducted through payroll deduction in even amounts during the months they are on the active payroll.

~~Section 32.18 The cost of medical benefits for eligible dependents in the following categories shall be paid by the employee in full:~~

~~(1) Other eligible dependents related to the employee by blood or marriage, or who reside in the employee's household. Such dependents must depend on the employee for more than one-half (1/2) of their support and must have been reported on the employee's most recent income tax return.~~

Section 32.19 An employee's medical benefits plan shall terminate on the date that he or she terminates, is laid off, the medical benefits plan terminates, or the employee goes on an unpaid

Employer Proposal #

Date:

Time:

leave of absence, except as otherwise provided in Section 32.15 above. For employees who retire or are laid off, coverage terminates at the end of the month in which they retire or are laid off.

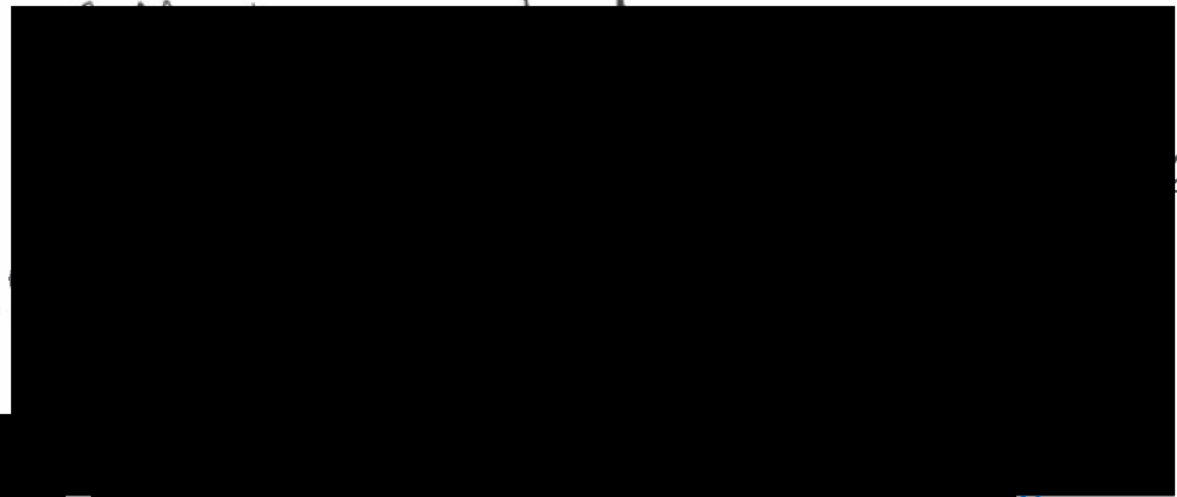
Section 32.20 An employee may elect to waive coverage under the above described health care benefit plans, provided he/she makes proper application to the Benefits Office, showing evidence of coverage elsewhere than through the University plans. Employees for who the waiver is granted shall receive an annual allotment of \$1,200 prorated and paid with the regular bi-weekly pay. Any increase of the Employer approved waiver amount will be afforded to members of the bargaining unit who opt out the health care plan, at the next open enrollment period. Employees waiving coverage may re-enroll in the Employer's health plans upon showing proof that the external coverage on which they have relied is no longer available. It is understood that no contributions will be made to TIAA-CREF based on this waiver payment.

Section 32.21 AFSCME members who terminate their employment with EMU for retirement purposes and who, as of the date of separation, are at least fifty-five (55) years of age with fifteen (15) years of service to EMU, or are at least sixty (60) years of age with ten (10) years of service to EMU, shall be eligible, until age sixty-five (65), to continue, at their own expense, group medical and dental benefits if enrolled at the time of retirement. Proper application and arrangements for payment of continued benefits must be made in the Benefits Office no later than thirty (30) days prior to the effective date of the Member's retirement. The Member shall pay the full cost of such benefits on a calendar year quarterly basis commencing with the date he/she is removed from the active payroll. The initial payment shall be for the period commencing with the date the Member is no longer eligible for benefits, through the end of that calendar year quarter. Payments shall thereafter be remitted in full to EMU's Benefits Office at least fifteen (15) days prior to the beginning of each calendar year quarter.

Section 32.22 The University will provide all employees with the opportunity to participate in a pre-tax flexible spending account (Section 125) to provide tax benefits for medical and dependent care expenses. The annual enrollment fee for this program shall be paid by the University.

Section 32.23 In the event that either federal or state health care reform legislation cause a substantial increase in the cost to the University of providing the medical benefits described in this Article, the parties agree to meet promptly and to negotiate in good faith measures for containing and reducing that cost.

TAD  
6/8/2016



**FM HEALTH CARE RATES**  
January 1, 2016 through December 31, 2019

Option #5	2016				2017				2016 to 2017 Increase Percentage	Cost Share Percentage
	Monthly Rate	Employer Contribution	Employee Contribution	Per Pay Contribution	Monthly Rate	Employer Contribution	Employee Contribution	Per Pay Contribution		
Single	\$569.34	\$495.06	\$74.28	\$37.14	\$637.66	\$568.00	\$69.67	\$34.83	12%	10.93%
Two Person	\$1,366.42	\$1,188.12	\$178.30	\$89.15	\$1,530.39	\$1,390.97	\$139.42	\$69.71	12%	9.11%
3 to 4	\$1,708.03	\$1,485.15	\$222.88	\$111.44	\$1,912.99	\$1,745.74	\$167.25	\$83.63	12%	8.74%
5 or more	\$1,964.23	\$1,707.95	\$256.28	\$128.14	\$2,199.94	\$2,004.86	\$195.08	\$97.54	12%	8.87%
<b>Blue Care Network</b>										9.59%
Single	\$423.62	\$361.60	\$62.02	\$31.01	\$474.45	\$458.12	\$16.33	\$8.17	12%	3.44%
Two Person	\$1,016.70	\$867.84	\$148.86	\$74.43	\$1,138.70	\$1,106.12	\$32.58	\$16.29	12%	2.86%
3 to 4	\$1,270.87	\$1,084.79	\$186.08	\$93.04	\$1,423.37	\$1,382.71	\$40.67	\$20.33	12%	2.86%
5 or more	\$1,461.50	\$1,247.52	\$213.98	\$106.99	\$1,636.88	\$1,587.96	\$48.92	\$24.46	12%	2.99%
<b>HSA Flexible Blue PPO</b>										3.05%
Single	\$383.63	\$333.57	\$50.06	\$25.03	\$429.67	\$380.75	\$48.92	\$24.46	12%	11.38%
Two Person	\$920.74	\$800.60	\$120.14	\$60.07	\$1,031.23	\$933.48	\$97.75	\$48.88	12%	9.48%
3 to 4	\$1,150.93	\$1,000.75	\$150.18	\$75.09	\$1,289.04	\$1,166.96	\$122.08	\$61.04	12%	9.47%
5 or more	\$1,323.57	\$1,150.87	\$172.70	\$86.35	\$1,482.40	\$1,335.82	\$146.58	\$73.29	12%	9.89%
										10.11%

2016 Actual FM Rate - This is what the group pays right now

2017 FA rates (per the FA contract)

Increase Percentage - Illustrates the percentage increase in monthly rate from previous year to current year

Cost Share Percentage - Illustrates the percentage of the full rate that the employee will pay

Employee Contribution Rate Increase is 8.5% PPO and 13.5% HMO & HSA

FA's  
6/8/2016

FM HEALTH CARE RATES  
January 1, 2016 through December 31, 2019

Option #5	2018					2017 to 2018		2019					2018 to 2019	
	Monthly Rate	Employer Contribution	Employee Contribution	Per Pay Contribution	Per Pay	Increase Percentage	Cost Share Percentage	Monthly Rate	Employer Contribution	Employee Contribution	Per Pay Contribution	Per Pay	Increase Percentage	Cost Share Percentage
Single	\$714.18	\$638.60	\$75.58	\$37.79	\$75.63	12%	10.58%	\$799.89	\$717.89	\$82.00	\$41.00	\$82.08	12%	10.25%
Two Person	\$1,714.04	\$1,562.79	\$151.25	\$90.75	\$90.75	12%	8.47%	\$1,919.72	\$1,755.55	\$164.17	\$98.46	\$98.46	12%	8.21%
3 to 4	\$2,142.55	\$1,961.05	\$181.50	\$105.83	\$105.83	12%	8.59%	\$2,399.66	\$2,202.74	\$196.92	\$114.83	\$114.83	12%	8.32%
5 or more	\$2,463.93	\$2,252.27	\$211.67	\$105.83	\$105.83	12%	9.29%	\$2,759.61	\$2,529.94	\$229.67	\$114.83	\$114.83	12%	9.00%
Blue Care Network	Monthly Rate	Employer Contribution	Employee Contribution	Per Pay Contribution	Per Pay			Monthly Rate	Employer Contribution	Employee Contribution	Per Pay Contribution	Per Pay		
Single	\$531.39	\$512.81	\$18.58	\$9.29	\$18.54	12%	3.50%	\$595.16	\$573.91	\$21.25	\$10.63	\$10.63	12%	3.57%
Two Person	\$1,275.35	\$1,238.27	\$37.08	\$23.17	\$23.17	12%	2.91%	\$1,428.39	\$1,386.14	\$42.25	\$21.13	\$21.13	12%	2.96%
3 to 4	\$1,594.18	\$1,547.85	\$46.33	\$27.88	\$27.88	12%	3.04%	\$1,785.48	\$1,732.73	\$52.75	\$26.38	\$26.38	12%	2.95%
5 or more	\$1,833.31	\$1,777.56	\$55.75	\$27.88	\$27.88	12%	3.10%	\$2,053.30	\$1,989.80	\$63.50	\$31.75	\$31.75	12%	3.09%
HSA Flexible Blue PPO	Monthly Rate	Employer Contribution	Employee Contribution	Per Pay Contribution	Per Pay			Monthly Rate	Employer Contribution	Employee Contribution	Per Pay Contribution	Per Pay		
Single	\$481.23	\$425.48	\$55.75	\$27.88	\$27.88	12%	11.58%	\$538.98	\$475.48	\$63.50	\$31.75	\$31.75	12%	11.78%
Two Person	\$1,154.97	\$1,043.64	\$111.33	\$69.54	\$69.54	12%	9.64%	\$1,293.57	\$1,166.65	\$126.92	\$63.46	\$63.46	12%	9.81%
3 to 4	\$1,443.73	\$1,304.65	\$139.08	\$83.54	\$83.54	12%	9.63%	\$1,616.98	\$1,458.39	\$158.58	\$79.29	\$79.29	12%	9.81%
5 or more	\$1,660.29	\$1,493.21	\$167.08	\$83.54	\$83.54	12%	10.06%	\$1,859.52	\$1,669.11	\$190.42	\$95.21	\$95.21	12%	10.24%
														10.29%





E# 12(b)  
6/6/16 10:15am

ARTICLE 37 RETIREMENT BENEFITS

~~Section 37.01 — Regular retirement age for employees is fifty (50) years of age and ten (10) years of service.~~

Section 37.02 Employees hired into the bargaining unit on or after January 1, 1996 who are regularly assigned to work twenty (20) hours per week or more and who are ineligible to participate in MPERS may enroll in TIAA-CREF within thirty (30) calendar days of the commencement of their regular employment with the University. Any employee who does not make such an election within this time period, may thereafter enroll by completing an enrollment application in the Benefits Office. Retirement plan contribution shall be effective as of the date of enrollment. ~~Once an employee has so enrolled, such enrollment is irrevocable. The Employer shall contribute nine percent (9%) of an employee's gross earnings to the TIAA-CREF Retirement Plan for those employees participating in said plan.~~

~~Section 37.03 — Employer contributions, and the earnings thereon, are immediately vested.~~

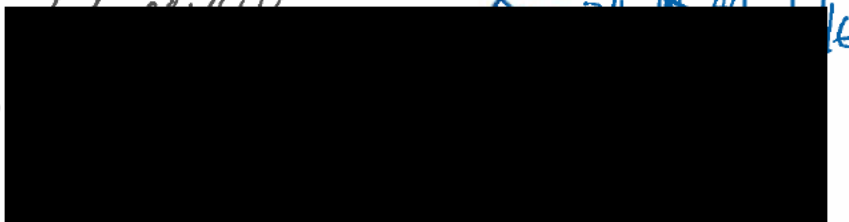
Section 37.04 Effective ~~January 1, 2017~~ September 8, 2014 employees hired into the unit, the employer shall contribute five percent (5%) of an employee's gross earnings to the TIAA-CREF retirement plan for those employees participating in said plan. Employees will have 100% vesting after two (2) years of service. ~~Employees may choose to contribute at least five percent (5%) of earnings for an additional employer match of four percent (4%) of earnings. Employees may contribute an additional percentage of earnings for an equal percentage contribution from the employer up to five percent (5%)~~ four percent (4%).

Insert graph detailing contributions

Employee Contribution	EMU Contribution	Total TIAA Contribution
0%	5%	5%
1%	6%	7%
2%	7%	9%
3%	8%	11%
4%	9%	13%



Section 37.05 (Note: Bargaining unit employees currently enrolled in MPERS will continue to participate in MPERS in accordance with the policies and plan rules established by the State of Michigan.)



Employer Proposal # 14(b)

Date: 5/26/16

Time: 2:56

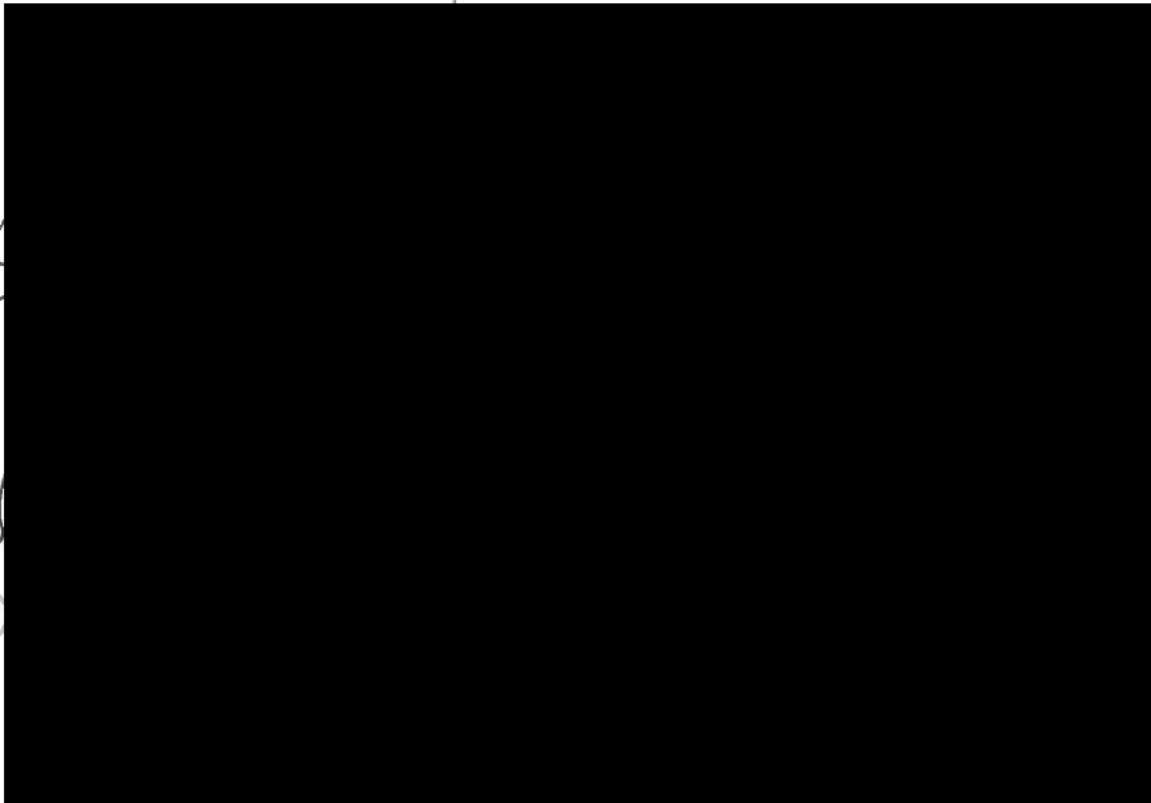
ARTICLE 43 MISCELLANEOUS

BEEPER PAY

~~Employees designated by the Employer as "on-call" and required by the Employer to wear beepers, pagers or other such communications devices while in that off-duty status will receive, for each week so designated and required, three hours pay at time and a half as complete and total compensation for carrying or wearing such communication devices~~

Section 14.20 Compensation for on call assignments shall be one (1.0) hour of straight time per day Monday through Friday while on call. Compensation for on call assignments shall be one and one half (1.5) hours of straight time per day Saturday and Sunday while on call. This compensation includes carrying a communication device while on call. Employees designated as on call during Holidays defined in 30.01 shall receive three (3) hours of straight time as compensation for the on call assignment.

TAJ 6/8/2014



Employer Proposal # 19

Date: 6/8/2016

Time: 12:15pm

ARTICLE 45 DURATION AND AMENDMENT

Section 45.01 This Agreement shall supersede and cancel all prior Agreements and shall be in full force and effect from July 1, 2016 until and including June 30, 2019, and shall automatically renew itself from year-to-year thereafter unless either party notifies the other in writing between April 1, and April 30, 2019 that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the Employer and the Union shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not later than May 1, 2019 or such other mutually agreed upon date subsequent to May 1, 2019.

TAD 6/8/16





EMU Counter Proposal *Haw*  
To

AFSCME Local 3866 - FM: *EMU Proposal - Appendix B - Wage Rates, Pay Grades, and Classifications*

Date: *6/15/16*

Time: *10:15 AM*

Apply a two-tier system for new hires awarded positions associated with the following job classifications.

- > FM06\*: Custodian (PCLS: 02700)
- > FM10\*: Special Projects Crewperson (PCLS: 02727)
- > FM10\*: Custodian/Housekeeper, Group Lead (PCLS: 02735)

Illustration: Wage Schedule – Food Service and Maintenance (FM) Step Plan

Step	1	2	3	4	5	6	
Grade							
06*	27,000	12.98 27,000	12.98 29,260	14.07 31,598	15.19 33,898	16.30 36,010	17.31
06	29,768	14.31 29,768	14.31 32,260	15.51 34,839	16.75 37,374	17.97 39,713	19.09
10*	26,162	12.58 28,072	13.50 30,271	14.55 32,495	15.62 34,686	16.68 37,047	17.81
10	26,162	12.58 31,080	14.94 33,593	16.15 36,172	17.39 38,707	18.61 41,243	19.83

Note: The pay grade with the star (\*) designation is only applicable to new hires.

*TAD 6/8/2016*



Employer Proposal # 6

Date: 9:52 AM 5/11/16 Time: 9:52 AM

**APPENDIX C - GRIEVANCES**

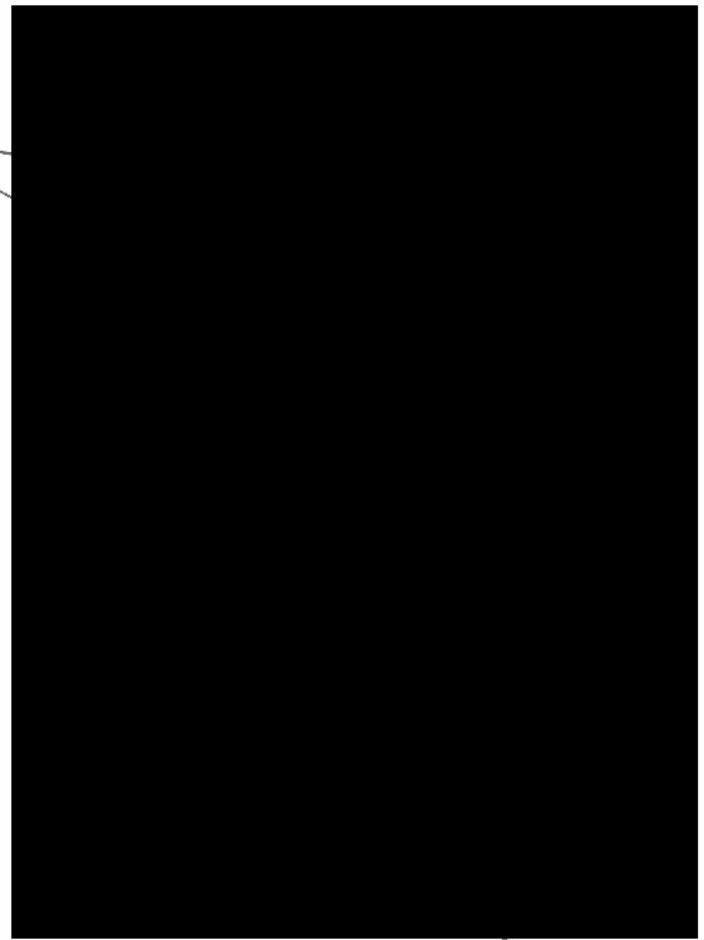
Grievance will be processed through the grievance procedure. Neither party is waiving any right to assert their position regarding grievances.



*Employer #11*  
*5/11/2016*     *2136 per*  
**Proposed Rx Copay Structure**  
**2016 FM Negotiations**

Prescription	Current Benefits			Proposed Benefit		
	PPO	BCN/HMO*	HSA	PPO	BCN/HMO*	HSA
Generic	\$5/\$12.50	\$5/\$10	\$5/\$12.50	\$10/\$25	\$10/\$25	\$10/\$25
Brand Formulary	\$25/\$62.50	\$25/\$50	\$25/\$62.50	\$30/\$75	\$30/\$75	\$30/\$75
Brand Non-Formulary	\$50/\$125	\$50/\$100	\$50/\$125	\$60/\$150	\$60/\$150	\$60/\$150
Specialty Rx (30-day supply)	n/a	n/a		\$75	\$75	\$75

Copays are reflected as 30 day/90 day  
 \*BCN/HMO reflects enhanced benefit



UNION MODIFIED PROPOSAL # 9

Date: 6/8/16

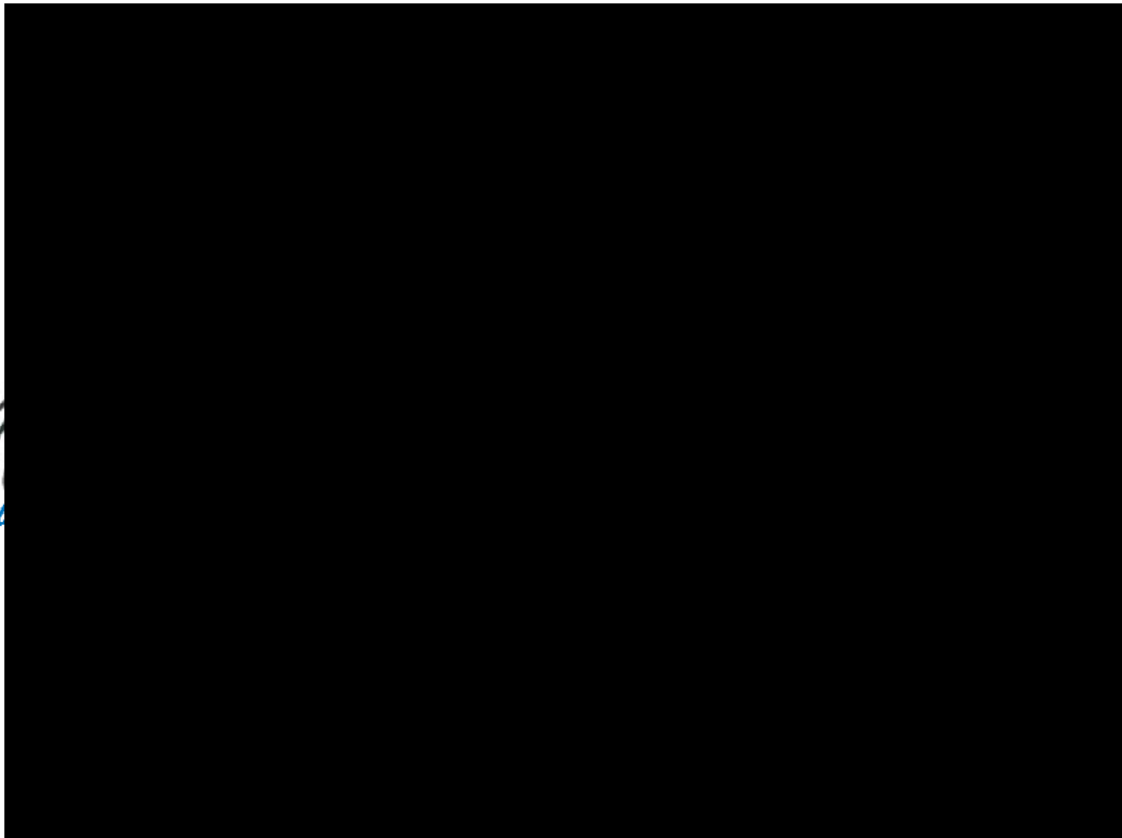
Time: 11:41am

An employee within the heating plant and who are required to stay until such time as relief arrives pursuant to 14.10 and is not scheduled in advance will be paid one (1) hour of straight as compensation. All hours worked after their regular shift will be paid at a rate of one and one half (1.5) their regular rate.

An employee wlthin the heating plant and who are called on and are available to start work early to relieve another employee subject to 14.10 and is not scheduled in advance will be paid one (1) hour of straight as compensation for accepting to start their shift early. All hours worked before their regular shift will be paid at a rate of one and one half (1.5) their regular rate.

*Section 14.10 Employees engaged in continuous operations (i.e. the Heating Plant) shall not leave their work station until such time as relief arrives, subject to the limitation that such employees shall not be required to remain on the job longer than four (4) hours beyond an assigned shift.*

TAG 6/8/2016



FM -Vision Hearing Benefits  
Proposed Changes

	Current Benefit	Proposed Benefit
Vision	Eye Exam Once every 24	Eye Exam Once every 12
Hearing	One hearing aid every 36	Two hearing aid every 36

TA'd originally 6/6/16

TA'd Addendum  
6/10/16

Addendum to E# 11(a)

