



Eastern Michigan
University And
AFSCME – Local 3866 (FM)

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And should not be shared with other parties

Tentative Agreement – 6/15/2023

- 1. Duration:** The parties agree to a contract duration of 3 years:
July 1, 2023 to June 30, 2026.
- 2. New Article – Supplemental Employment and Conflict of Interest**

A. As a member of the staff, an employee's first employment obligation is to the University. Any supplemental employment which impairs an employee's ability to perform his/her full duties, or which precludes an employee from working a full work schedule in accordance with this Agreement or any conflict of interest with or for the University is not permitted.

B. 1. Employees have an obligation to disclose actual or potential conflicts of interest consistent with University Policy, as outlined in the Board of Regents Policy Manual, Section 3.1.07, effective policy date 10/07/2014 (revision).

2. If the University believes there is a conflict of interest or such outside employment to be inconsistent with this provision, it shall notify the employee to discontinue such employment or conflict

3. Questions regarding whether something is a conflict of interest may be directed toward the Employee's supervisor or Human Resources. An employee performing work for a secondary employer is not considered a conflict, except as outlined in Section (A) above. Each situation will be reviewed on an individual basis. If the employee believes such employment or alleged conflict is not inconsistent with this section, he/she may file a grievance at Step III of the Grievance Procedure within five (5) working days of receipt of such notice, in which event, the employee shall not be

required to cease such employment or alleged conflict until the Grievance Procedure is exhausted. The filing of a grievance shall not permit an employee to refuse to work any work scheduled in accordance with this Agreement. If an employee fails to disclose a conflict of interest consistent with University policy, they are subject to disciplinary action consistent with Article 10.

3. Article XII, Section 12.01

Section 12.01 All full time employees are entitled to accrue sick leave benefits on the basis of four (4) hours for each completed two (2) weeks of service. up to a The maximum sick leave hours that can be carried over on July 1 of each year will be four hundred-eighty (480) hours of sixteen hundred (1,600) hours, provided that at no time shall the accumulation for any one (1) calendar year exceed one-hundred and four (104) hours, or the total accumulation exceed sixteen hundred five hundred-eighty four- (1,600 584) hours. For the purposes of this Article, completed two (2) weeks of service will include actual hours worked, holidays, seasonal days, vacation, and sick of sixty-four (64) hours of more in order to receive the full four (4) hours accrual. Full time employees who have completed two (2) weeks of service less than sixty-four (64) hours, the four (4) hours will be prorated based on hours paid in that two (2) weeks of service. Part time (50% or more) employees shall accrue sick leave benefits pro-rated, based upon their percentage of appointment. Employees who have in excess of four hundred eighty (480) as of 6/30/2023 will receive a one-time payment, at their hourly rate, for hours in excess of four hundred eighty (480) hours, minus applicable taxes. This payment is excluded from payments made to TIAA under article 37.02. Beginning 7/1/2023 any hours in excess of four hundred eighty (480) at July 1 each year will be forfeited except as provided for in 12.05.

4. Article XVI, Section 16.01 and 16.02

Section 16.01 When the Employer temporarily closes all or any portion of its operation due to power failure, Act of God or other causes beyond its control, employees notified not to report for work, and employees not having been notified of the closedown who report for work and are later sent home, shall receive their regular hourly rate of pay, exclusive of shift premium, for up to but not exceeding the first eight (8) hours such employees were previously scheduled but unable to work by reason of the Employer's closedown. For the remainder of such closedown or three (3) workdays, whichever is lesser, employees may use sick leave or annual leave to the extent each such employee's accrued leave time shall so permit. It is specifically agreed and understood that the term "closedown" is defined as a cancellation of the University's normal business activities e.g. the cancellation of classes and the cessation of normal work duties by the University's staff at large. The continuation of University operations via remote or hybrid means does not constitute a "closedown" unless said continuation is the result of a

weather or other emergency which results in the cessation of regular work duties by University staff at large. When the decision by the University is to implement a “remote” or “hybrid” day or period based upon a weather or other emergency, Article 16, Section 16.02 will be followed relative to providing compensatory time in addition to regular compensation and for those who fail to reports.

Section 16.02 During unscheduled closedowns as defined in Section 16.01 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 closedowns are required to report for work, dining service employees may be required to work if students 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 closedown, 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 closedown who fail to do so, shall be ineligible for compensation pursuant to this provision and will not be disciplined. Additionally, those employees failing to report when required will have the choice to use accrued sick leave, vacation days, compensatory time or “no pay”.

5. Wage Rates / Schedule Article 28.01

- 4.0% increase to base effective 7/1/2023
- 3.0% increase to base effective 7/1/2024
- 3.0% increase to base effective 7/1/2025

6. Health Benefits:

- **Plan design changes** to PPO, HDHP, and HMO proposed and presented to the Union on 5/4/2023. Detailed plan design provided in written format to ensure complete description of the plan design is provided. The agreed upon benefits become effective 1/1/2024, and for the duration of the contract.
- **Health Care Rates:**

Monthly Employee Premium			
PPO	2024	2025	2026
Single	135.35	148.38	172.28
Two Person	389.00	474.14	551.29
3 to 4	514.33	593.51	689.12
5 or more	653.74	853.18	990.60
HDHP/HealthSA	2024	2025	2026
Single	41.23	45.04	52.13

Two Person	98.91	108.09	125.11
3 to 4	123.68	135.12	156.40
5 or more	142.24	155.39	179.86
HMO	2024	2025	2026
Single	26.61	31.15	38.61
Two Person	84.48	98.89	122.58
3 to 4	131.35	153.76	190.59
5 or more	183.60	214.92	266.40

- **Benefit plan enrollment**

Section 32.06 To qualify for the medical benefits as above, each employee must individually enroll and make proper application for such benefits ~~at the Benefits Office through the benefit enrollment process~~ within thirty (30) calendar days of the commencement of his or her regular employment with the University.

Section 32.08 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~~ by completing the appropriate benefit change process. 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.

7. Article 28 Compensation

Section 28.04 Except as provided elsewhere in this Agreement, all employees shall be hired at the effective Step 3 probationary wage rate for his/her job classification as provided in Appendix B, which rate shall not thereafter be changed until the employee completes probation. Upon the completion of 30 days of continuous employment, without any absences, leave early, tardiness, or performance issues, the employee shall receive an increase of \$1.00 per hour in salary. Upon completion of probation, the employee shall be advanced to the Step ~~1~~ 4 level of the salary schedule that is then in effect until the completion of one calendar year's employment. Upon the completion of one (1) calendar year's employment, the employee shall be advanced to the Step ~~2~~ 5 level of the salary schedule that is then in effect. Thereafter, on each anniversary of the employee's date of hire, the employee shall be advanced to the next higher step of the salary schedule that is then in effect for his or her job classification. At the Employer's sole discretion, an employee hired into skilled trades or other bargaining unit position may be hired at any step in the wage schedule, provided that any seniority bargaining unit employee in the identical classification who is at a wage rate below the wage rate of the newly hired employee will have his/her wage rate increased to the rate of the newly hired employee. The exercise of this discretion shall not preclude the Employer from hiring future employees at any Step in the salary schedule. Employees currently on Steps 1-5 will be placed on the new step corresponding with their seniority effective July 1, 2023.

8. Short Term Disability

Section 35.05 The amount of the benefit shall be equal to sixty-seven (67%) percent of the employee's regular weekly salary up to a maximum benefit of eight hundred dollars (\$800) per week. Starting January, 1 2024 the weekly maximum will be increased to twelve hundred thousand dollars (\$1,200) per week.

Employer will offer a one-time enrollment during the 2023 annual benefits open enrollment period that will allow all members to sign up for short term disability coverage waiving any and all evidence of insurability.

9. Misc Contract Changes

Change references from Director, Employee Relations (or similar) to "Director, Labor Relations and HR Partner Services". Change references to office name similarly.

10. Article 9, Section 9.01

Grievances within the meaning of the grievance and arbitration provisions of this Agreement shall consist only of disputes under and during the life of this Agreement and which pertain to the good faith interpretation, application and alleged violation of the Agreement's express written terms and conditions.

11. Article 9, Section 9.02

A written grievance shall include the following information: A) It shall be signed by the grievant(s) and appropriate Union Representative(s). B) It shall contain a statement of the grievance. C) It shall cite the specific elause(s) Articles and Sections of the Agreement alleged to have been violated. D) It shall contain a summary of the facts relating to the alleged violation, including a statement of what the grievant believes to have occurred, the date, time and place of the violation. E) It shall specify the relief requested.

12. Article 11, Section 11.23 and Section 11.24

Section 11.23. Bargaining unit position vacancies, if to be filled, shall be posted on the on-line hiring system for a minimum period of seven (7) calendar days to no more that than fourteen (14) calendar days. Employees may elect to sign up to receive email notifications of available posted positions from the online hiring system. The job postings will consist of the position classification, pay grade, department, location, rate of pay, and work shift. The Employer may temporarily fill the position vacancy during such posting. Selection of the successful bidder for such vacancy will be made not later than the forty-fifth (45th) day after the posting period expires, except in extenuating circumstances. Where a job is re-posted, the forty-five (45) day period shall begin anew. In the event that there are no successful qualified bargaining unit applicants during the initial seven

(7) to fourteen (14) day posting period the employer, with notice to the union, may post a vacancy for up to an additional sixty (60) calendar days. For lengths greater than the additional sixty (60) calendar days the employer shall schedule a special conference to discuss with the union the reasons for the continued vacancy and possible solutions.

Section 11.24. The Employer will first make job awards within the bargaining unit available on a seniority basis to its employees within the same classification, same grade and different classification or higher job classification. If there is no same classification, same grade and different classification, or higher classification applicant(s), job awards will be made from the three (3) most senior qualified bargaining unit applicants who possess the necessary qualifications and the demonstrated ability to perform the essential duties for the position under consideration. A qualified seniority member bidding on an extended job posting after the initial seven (7) to fourteen (14) calendar day posting period shall be awarded the position. Each individual candidate is responsible for ensuring within the posting period, that his or her employment record and/or application accurately reflects those job skills, experience, training and other qualifications he or she desires the Employer to consider in evaluating his or her candidacy.

13. Article 11, Section 11.25

Section 11.25. The employer will provide or provide real time access to the Union President with the following information:

1. A list of all internal job applicants/bidders.
2. A list of bargaining unit members who make up the three (3) most senior qualified bargaining unit applicants/bidders being considered.
3. The name of the successful bidder.

14. Article 23, Section 23.04

Section 23.04 Overtime hours shall be divided offered as equally as possible among eligible full time employees in the same classifications ~~in their District~~. An up-to-date list showing overtime hours will be given to the Local President each month. On July 1 of each year, all employees shall start from zero overtime hours. An eligible employee is one who has signed the overtime availability list established by the Employer. Employees who decline to sign the overtime availability list shall not be ~~subject to~~ offered overtime assignment unless there are insufficient employees on the list to complete the assignment. The overtime availability list will be updated every February 1 and August 1. At that time, employees not previously on the list may sign the list, unless prohibited by action of Section 23.08 below.

15. Article 23, Section 23.05

Section 23.05 Whenever scheduled overtime is required, the most senior 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.

16. Article 23, Section 23.08

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 23.04, above, will be removed from the current overtime assignment list ~~and for the following eligibility period. The employer may only count (1) refusal per pay week for an employee declining overtime.~~ An eligible employee who accepts an overtime assignment, and who fails to report for that assignment ~~and/or goes home early without permission~~, will be charged 2 1/2 (two and one-half) times the hours actually worked by the employee(s) who completes the overtime assignment, or 2 1/2 (two and one-half) times the hours that were scheduled for such overtime assignment in the event no one is assigned to complete the work. An eligible employee who fails to report for the overtime assignment and also fails to call in (i.e., a "no call/no show") will be assessed the 2 1/2 (two and one-half) times penalty, and will be subject to appropriate disciplinary action. An eligible employee who, twice within an eligibility period accepts and fails to report for an overtime assignment will have his/her name removed from the overtime availability list for the current and the following eligibility period, as provided in Section 23.04 above. ~~When the employer determines that overtime will be offered on two (2) consecutive days (for example 8 hours each day) and that the employee must be available to work both days, an employee who refuses such overtime will only be charged with eight (8) hours and have it treated as one refusal.~~

Section 23.09 When the employer determines that overtime will be offered on two (2) consecutive days (for example eight (8) hours each day) and that the employee must be available to work both days, an employee who refuses such overtime will only be charged with one day of overtime (for example eight (8) hours) and have it treated as one refusal.

17. Article 23, Section 23.10

Section 23.10 ~~Employees when signing the overtime availability list will have the option to elect if they would like to be called to receive overtime when on vacation leave.~~ When an employee has an approved vacation leave, the employer will be under no obligation to offer the employee overtime hours that would be worked during the vacation leave. Employees will not be charged for refusals, ~~or for being unavailable or for~~ hours of overtime not worked while on vacation. ~~In order not to be charged for refusal of~~

~~overtime, the employees must communicate to their supervisor and/or the individual who calls them for overtime that they are on preapproved vacation.~~

18. Article 7, Section 7.06

~~Section 7.06 Unit II shall have one (1) Chief Steward and One (1) Alternate Chief Steward for Housing Employees and one (1) Chief Steward and one (1) Alternate Steward for State Buildings and Auxiliaries Employees. The union reserves the right to create one (1) additional Chief Steward and one (1) Alternate Chief Steward that shall represent any of the occupational/representational units as deemed necessary by the union.~~

19. New Language

The employer shall make accessible all bargaining unit job classification specifications (position descriptions) to all employees at all times on or before January 2, 2024.

20. New Language – Wage Overpayments and Employer Reimbursements

On occasion, due to clerical or accounting oversight, employees are paid wages not due them or the employee owes the employer a reimbursement. In such instances the Employer shall retrieve such overpayments, irrespective of when they were made, in accordance with the Wage and Hour Division Regulations. The maximum rate shall be 15% of the employee's earnings per pay period, unless otherwise agreed by the employee. The employer will provide employee notice at least one pay period before starting the deduction. An employee that does not agree that an overpayment has been made or reimbursement is due may submit a grievance at Step II of the grievance procedure within ten (10) workdays of the notice in which event the employer shall not initiate the retrieval until the grievance procedure is exhausted.

21. Article 14, Section 14.21

Section 14.21. 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. Failure to respond to a call for an on-call assignment will result in not receiving pay for that on call occurrence. This compensation includes carrying a communication device while on call. Employees designated as on call during Holidays defined in 30.01, seasonal days and special holidays scheduled by the Employer, and Energy Savings Days mutually agreed to, shall receive three (3) hours of straight time as compensation for the on-call assignment.

22. Article 39, Section 39.05

Section 39.05 The Employer agrees to provide each employee who is required by the

Employer to wear safety shoes with one hundred ~~twenty-five~~ dollars (~~\$100.00~~ 125.00) per year safety shoe allowance.

23. New Language

Employees in the classifications of FM22 Plumber/Maintenance or FM22 Electrician that possesses or obtains a State of Michigan Master License in their respective trade moves automatically to the FM24 Master Trades Person II-Plmb/Ele Classification.

24. Article 11, Section 13

Section 11.13 Employees to be laid off for an indefinite period of time (not including regular scheduled closedowns based upon the Employer's calendar) shall have at least ~~seven~~ thirty (7 30) calendar days notice of layoff. The Employer will send the Local Union President a list of the employees being laid off on the same date the notices are issued to the employees.

25. Additional changes related to Appendix Section

Appendix B: Update with new salary schedule and classifications a pay grade currently in effect.

Appendix C: Expiration moved to June 30, 2026

Appendix D: Change "...exception of the Energy Saving Day MOU" to "...exception of the Special Holiday MOU" and "...prior to May 30, 2019" to "...prior to July 1, 2023".

Appendix F: Replace with Special Holiday MOU

Appendix G: Update to reflect healthcare rates for 2024, 2025, 2026

For the University

For the Union

Dwayne G. Zuhlke, PhD Date
Director, Labor Relations & HRBP Services
Eastern Michigan University

Paul Long Date
Service Rep
AFSCME, Council 25

Jason Crispell Date
President
Local 3866, AFSCME

This Agreement is subject to ratification by the Local 3866, AFSCME and Approval by the Board of Regents of Eastern Michigan University.

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Change Overview

- PPO Option 5 Changes
 - Remove co-insurance max, increase medical deductible, ER co-pay, decrease OOP Max towards benchmark.
- HDHP/HSA Plan Changes
 - Increase medical deductible, decrease coinsurance towards benchmark.
 - Tiered contribution for new enrollees based on calendar year quarter they join.
- Employee Premiums (2024 to 2026)
 1. Establish & Agree to Cost Share Percentages
 2. Establish & Agree to Cost Share Dollar Premiums



2024 - PPO 5 Plan Design Change:

Medical Benefits	Network Status	PPO Option #5 Current	New
Deductible (Per Person / Family Max)	In-Network	\$250 / \$750	\$500 / \$1,000
	Out-of-Network	\$1,000 / \$1,500	\$1,000 / \$2,000
Coinsurance Maximum (Per Person/ Family Max)	In-Network	\$1,000 / \$2,000	n/a
	Out-of-Network	\$2,500 / \$5,000	n/a
Out-of-Pocket Maximum¹ (Per Person / Family Max)	In-Network	\$6,600 / \$13,200	\$4,000/\$8,000
	Out-of-Network	\$13,200 / \$26,400	\$8,000/\$16,000
Member Coinsurance		10%/30%	10%/30%
Office Visit Copay		\$20	\$20
Specialist		\$20	\$45
Urgent Care		\$20	\$45
ER Copay		\$50	\$150

2024 - HDHP/HSA Plan Design Change:

Medical Benefits	Network Status	HSA Flex Blue (Current)	New
Deductible (Per Person / Family Max)	In-Network	\$1,400/\$2,800	\$2,400/\$4,800
	Out-of-Network	\$2,800 / \$5,600	\$4,800/\$9,600
Out-of-Pocket Maximum¹ (Per Person / Family Max)	In-Network	\$2,500 / \$5,000	\$3,500/\$7,000
	Out-of-Network	\$5,000 / \$10,000	\$7,000/\$14,000
Member Coinsurance		20%/40%	10%/30%

EMU will continue to contribute \$500/\$1000 (single/family) to a HSA each plan year for participants who elect the HDHP. Tiered contribution for those who enroll during the year.

Note the following:

1. The deductible and out-of-pocket maximums are non-embedded, which means that the entire family amounts listed must be satisfied for a family regardless of any single individual accumulation.

HSA New Enrollee Contribution

- Participants in the Health Savings Account Eligible PPO health plan, who are eligible, will receive \$500 (single) or \$1,000 (two-person or family) deposited in their HSA account. The enrollment fee for this account will be paid by the University for eligible employees.
- New enrollees to the benefit will receive a prorated amount based on their enrollment date
 - CY Q1 = \$500 (single) or \$1,000 (two-person or family)
 - CY Q2 = \$375 (single) or \$750 (two-person or family)
 - CY Q3 = \$250 (single) or \$500 (two-person or family)
 - CY Q4 = \$125 (single) or \$250 (two-person or family)

CY = Calendar Year

Q = Quarter





EMU Board of Regents Policy

Section: 03 Employment, Affirmative Action and Civil Rights
Title: 03.01.07 Conflict of Interest: University Employees
Last Revised: 10/07/2014
Last Reviewed: 10/01/2018

University Policy Statement

No University employee shall have a direct or indirect interest, financial or otherwise, in a contract with the University or incur any obligation of any nature, when such contract or obligation is in substantial conflict or provides a potential substantial conflict with the discharge of his or her duties in the public interest.

Furthermore, no University employee shall accept any payment, remuneration, gratuity or other money or property of any kind from a corporation, individual or entity which is engaged in one or more business transactions with the University where there is any relationship, direct or indirect, between the payment to the individual and the transaction with the University.

(NOTE: A substantial conflict or potential substantial conflict of interest exists when a University employee: (1) engages in a business transaction as a representative/agent of the University with a business entity in which he/she holds a title of executive officer, (e.g. President, Vice President, Secretary, Treasurer), or owns or controls directly or indirectly more than one percent of that entity; or (2) accepts other employment or engages in a business or professional activity which will require him/her to disclose confidential information acquired while carrying out his/her official responsibilities.)

University Practice

University practices for implementing this policy include:

- Nonbargained-for staff shall complete a disclosure statement annually reporting any financial conflict of interest or potential conflict of interest, financial or otherwise, to the University.

(NOTE: Conflict of interest or potential conflict is defined as the ownership or control of more than one percent of any firm or institution providing goods or services to Eastern Michigan University by such individuals as noted above or by a member of their immediate family.)

- A disclosure statement for Nonbargained-for staff is available for compliance with this policy.
- Nonbargained-for staff shall be required to promptly complete and file an amended disclosure statement upon the occurrence of any change in circumstances or discovery of any new information that would alter the previous statement.

Responsibility for Implementation

It is the individual responsibility of each University employee to disclose conflicts of interest or potential conflicts of interest to the University. The University is directly responsible for developing appropriate procedures for implementing the provisions of this policy.

Scope of Policy Coverage

This policy affects all Eastern Michigan University employees; however, the President is responsible for conforming with the Conflict of Interest policy set forth for Board members and the President.

Authority for Creation and Revision:

Meeting of the Board of Regents, June 19, 1974; para. .1384M.

Meeting of the Board of Regents, December 2, 1987; para. .3634M.

Meeting of the Board of Regents, December 6, 1989; para. .4134M.

Meeting of the Board of Regents, June 17, 2003; para. .6132M.

Meeting of the Board of Regents, October 7, 2014