

1 **ARTICLE XIX. FRINGE BENEFITS**

2 **A. Description and Listing**

3 EMU shall provide each Faculty Member a summary description of his/her fringe benefits
4 within sixty (60) calendar days of the commencement of his/her regular employment with
5 EMU. Updates will be provided as revisions occur. In addition, EMU shall notify and
6 provide each Faculty Member, by April 30 of each year, a listing of ~~their~~his/her fringe
7 benefits outline, including amounts contributed toward the cost of each benefit by EMU and
8 the Faculty Member.

9 **B. Eligibility**

10 Faculty Members must be on at least a fifty percent (50%) appointment to be eligible for
11 fringe benefits, except as otherwise provided in this Agreement. Faculty Members who are
12 otherwise eligible to participate in the University's Group Medical Benefits Plan may elect to
13 waive such coverage, provided he/she makes proper application to the Benefits Office,
14 showing evidence of coverage through a plan other than one provided by the University.
15 Faculty Members waiving coverage may re-enroll in the Employer's health plans upon
16 showing proof that health care coverage on which they relied is no longer available, or during
17 the open enrollment period. No contributions will be made to TIAA-CREF based on this
18 \$2,000 waiver payment.

19 **C. Group Medical Benefits Plan**

20 Commencing with their actual first day of work, Faculty Members ~~may choose~~shall be
21 provided to participate in one of the following group medical benefits plans ~~options~~:
22 Community Blue PPO (Option 5), BCBS High Deductible PPO Plan with Health Savings
23 Account (HSA) or Blue Care Network HMO (Healthy Blue Living).

24 Comparable group medical benefits and plans may be substituted for the options listed
25 below, subject to the Association's approval, whose approval shall not be unreasonably
26 withheld.

27 1. Benefit Plan ~~Descriptions~~Options

28 Benefit plan descriptions are attached in Appendix F and provided on the EMU Human
29 Resources website. EMU shall provide the Association with a copy of certificates and
30 riders for all plans ten (10) working days prior to the open enrollment period.

31 ~~a. Blue Cross and Blue Shield Community Blue Preferred Provider Organization (PPO)~~
32 ~~Plan~~

33 ~~b. Blue Cross and Blue Shield Health Maintenance Organization (HMO)~~

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e. ~~Blue Cross and Blue Shield Health Savings Account (HSA)~~

~~Participants in the Blue Cross and Blue Shield Community Blue PPO plan shall be required to make the following contribution through automatic payroll withholding to the cost of such coverage:~~

Yearly Premiums for Healthcare Plans (CY refers to calendar year beginning January 1)	CY 2016	CY 2017	CY 2018	CY 2019
Single	\$770	\$836	\$907	\$984
Two Person	\$1,542	\$1,673	\$1,815	\$1,970
Family w/ 3— 4 individuals	\$1,850	\$2,007	\$2,178	\$2,363
Family Plus (>4 individuals)	\$2,158	\$2,341	\$2,540	\$2,756

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~~Participants in the Blue Cross and Blue Shield HMO plan shall be required to make the following contributions through automatic payroll withholding to the cost of such coverage:~~

Yearly Premiums for Healthcare Plans (CY refers to calendar year beginning January 1)	CY 2016	CY 2017	CY 2018	CY 2019
Single	\$172	\$196	\$223	\$255
Two Person	\$343	\$391	\$445	\$507
Family w/ 3—4 individuals	\$428	\$488	\$556	\$633
Family Plus (>4 individuals)	\$515	\$587	\$669	\$762

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~~Participants in the Blue Cross and Blue Shield HSA Plan shall be required to make the following contributions through automatic payroll withholding to the cost of such coverage:~~

~~Yearly Premiums for Healthcare Plans~~
~~(CY refers to calendar year beginning January 1)~~

	CY 2016	CY 2017	CY 2018	CY 2019
Single	\$515	\$587	\$669	\$762
Two Person	\$1,029	\$1,173	\$1,336	\$1,523
Family w/ 3 —4 individuals	\$1,286	\$1,465	\$1,669	\$1,903
Family Plus (>4 individuals)	\$1,544	\$1,759	\$2,005	\$2,285

44 ~~Participants in the HSA plan will receive \$500 (single) or \$1,000 (two-person or family)~~
45 ~~deposited in their HSA account.~~

46 ~~Effective January 1, 2017, spouses who have access to employer subsidized medical and~~
47 ~~dental coverage will enroll with their employer’s plan for primary coverage. Spouses~~
48 ~~may remain on the University’s plan, but as secondary insurance only.~~

49 ~~EMU shall provide the Association with a copy of certificates and riders for all plans ten~~
50 ~~(10) working days prior to the open enrollment period.~~

51 2. Benefit Plan Contributions

52 Effective with the EMU’s health care plan year commencing January 1, 2023, EMU’s
53 maximum annual contribution towards medical health care coverage shall be set at the
54 maximum payment amounts determined by the Treasurer for the State of Michigan that a
55 public employer may offer or contribute to a medical benefit plan, including any
56 payments for reimbursement of co-pays, deductibles or payments into health savings
57 accounts, flexible spending accounts or similar accounts used for health care accounts,
58 pursuant to the provisions of the Publicly Funded Health Insurance Contribution Act,
59 MCL 15.561, et seq. The maximum payment amounts that a public employer may
60 contribute for calendar year 2023 are as follows:

61 a. \$7,399.47 for single-person coverage

62 b. \$15,474.60 for individual-and-spouse coverage or individual-plus-one-nonspouse-
63 dependent coverage

64 c. \$20,180.43 for family coverage.

65 Based on the maximum payment amounts that a public employer may contribute for
66 calendar year 2023, as shown above, the premiums payable by Faculty under the
67 Community Blue PPO (Option 5), BCBS High Deductible PPO Plan with Health Savings
68 Account (HSA) or Blue Care Network HMO (Healthy Blue Living) are as follows:

<u>Community Blue PPO (Option 5)</u>	
<u>Employee Classification</u>	<u>2023 Annual Faculty Premium Contributions</u>

<u>Single</u>	<u>\$1,898</u>
<u>2 Person</u>	<u>\$6,840</u>
<u>Family</u>	<u>\$8,343</u>

BCBS High Deductible PPO Plan with Health Savings Account

<u>Employee Classification</u>	<u>2023 Annual Faculty Premium Contributions</u>
<u>Single</u>	<u>\$129</u>
<u>2 Person</u>	<u>\$2,593</u>
<u>Family</u>	<u>\$2,889</u>

Blue Care Network Health Management Organization

<u>Employee Classification</u>	<u>2023 Annual Faculty Premium Contributions</u>
<u>Single</u>	<u>\$0</u>
<u>2 Person</u>	<u>\$0</u>
<u>Family</u>	<u>\$0</u>

69 For all succeeding plan years (January 1 through December 31), the contribution by the
70 University shall not exceed the maximum payment amounts determined by the Treasurer
71 for the State of Michigan that a public employer may offer or contribute pursuant to the
72 provisions of the Publicly Funded Health Insurance Contribution Act, MCL 15.561, et
73 seq.

74 Faculty Members are responsible for premium payments in excess of the University’s
75 maximum contributions. The University is authorized by this Agreement to deduct from
76 Faculty Member’s payroll checks, amounts in excess of the applicable maximum in order
77 to cover full premium rates subject to the terms and conditions of the applicable
78 policy(ies). Other family riders may be available to Faculty Members at their expense
79 through payroll deductions.

80 3. Other Provisions

81 a. Effective January 1, 2023, spouses who have access to employer subsidized medical
82 and dental coverage are no longer eligible to enroll in EMU’s plans.

83 2.b. Faculty who obtain age sixty-five (65) are eligible for Medicare benefits. With the
84 passage of the Tax Equity and Fiscal Responsibility Act (TEFRA), the University
85 provided health insurance plan becomes the primary health insurance carrier.
86 Medicare becomes the secondary health carrier for active Faculty who are age sixty-
87 five (65) or over.

88 3.c. Additions and changes to a Faculty Member’s health care coverage must be made
89 within thirty (30) calendar days of the event (marriage, birth, adoption) by contacting
90 the Benefits Office and completing the appropriate change form. Failure to make
91 these changes as herein provided will result in any additions and/or changes being
92 excluded from such benefits plan until such time as the Faculty Member enrolls and
93 makes proper application during an open enrollment period.

94 4.d. To qualify for ~~the medical benefits as above described~~, each Faculty Member must
95 individually enroll and make proper application for such benefits at the Benefits
96 Office, within thirty (30) calendar days of the commencement of ~~theirhis/her~~ regular
97 employment with the University. A Faculty Member who fails to enroll and make
98 proper application as herein provided is specifically and expressly excluded from
99 such benefits plan until such time as he/she enrolls and makes proper application
100 during the annual open enrollment period.

101 ~~5. Delete 5 and make these subsets of 4~~

102 a.(1) _____ Provided proper application, enrollment and, where applicable, all
103 required payroll contributions are made by a Faculty Member, the University
104 agrees to continue this coverage and pay its share of the cost for maintaining the
105 medical benefits plans described on the EMU Human Resources website~~in this~~
106 ~~Section C.~~, for the Faculty Member, theirhis/her eligible spouse, ~~additional~~
107 ~~eligible adult~~ and eligible dependent children under twenty-six (26) years of age,
108 subject to the terms and conditions applicable to each of the respective plans. ~~If~~
109 ~~the employee elects to add an Additional Eligible Adult to their health care plan~~
110 ~~that has a cost share the employee must pay the difference in the cost share~~
111 ~~coverage as post-tax (single to two person, two person to family) unless the AEA~~
112 ~~qualifies as a dependent under IRS regulations and provides proof of such by~~
113 ~~January 1.~~

114 b.(2) _____ In the event that either federal or state health care reform legislation cause
115 a substantial increase in the cost to the University of providing the medical
116 benefits described in this Section C., the parties agree to meet promptly and to
117 negotiate in good faith measures for containing and reducing that cost.

118 ~~6.e.~~ The University shall pay its share of the aforementioned cost for the period that the
119 Faculty Member is on the active payroll and while a Faculty Member is off the
120 payroll and absent because of medical leave due to injury or illness as provided for in
121 Article XI.L.5.

122 ~~7.f.~~ Faculty Members laid off or on unpaid leave shall have their group medical benefits
123 continued, or shall be eligible to continue their benefits, as provided for in Articles
124 VIII.E.3. and XI.L.5.

125 Further, Faculty Members who are disabled and receiving long-term disability
126 benefits may likewise continue their group medical benefits plan in accordance with
127 the regulations under COBRA. terms and conditions set forth in Article XI.L.5.~~;~~
128 ~~except that the twelve (12) months or maximum COBRA period limitation on~~
129 ~~continuation of group medical benefits is not applicable. Faculty Members~~
130 ~~participating in continuation of their group medical benefits plan pursuant to this~~
131 ~~provision may continue to do so for as long as they are eligible to receive long-term~~
132 ~~disability benefits.~~

133 ~~8.~~ The cost of medical benefits for eligible dependents in the following category shall be
134 paid in full by the Faculty Member. ~~;~~

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136 ~~a.g.~~ Eligible sponsored dependents other than a spouse, ~~additional eligible adult~~ or
137 children less than twenty-six (26) years of age, related to the Faculty Member by
138 blood or marriage or who reside in the Faculty Member's household. Such sponsored
139 dependents must depend on the Faculty Member for more than one-half (1/2) of their
140 support and must have been reported on the Faculty Member's most recent income
141 tax return.

142 ~~9.h.~~ A Faculty Member's medical benefits plan shall terminate effective at the end of the
143 month in which the Faculty Member is terminated, is laid off, the group medical
144 benefits plan terminates, or the Faculty Member goes on unpaid leave, resigns, or
145 retires, except as otherwise provided in this Agreement.

146 ~~10.i.~~ In many cases COBRA requires that the opportunity to continue medical and
147 dental benefits be extended:

148 ~~a.(1)~~ _____ to Faculty Members who voluntarily or involuntarily have terminated
149 employment (except in cases of gross misconduct) or who have reduced their
150 hours or had their hours reduced to such extent that they are ineligible for
151 coverage;

152 ~~b.(2)~~ _____ to surviving spouses, ~~additional eligible adults~~ and dependents upon the
153 death of a Faculty Member;

154 ~~e.(3)~~ _____ to spouses and dependent children in the event of a divorce ~~or additional~~
155 ~~eligible adult on termination of eligibility for AEA benefits.~~

156 ~~e.(4)~~ _____ to dependent children who exceed the plan's age limitations;

157 ~~e.(5)~~ _____ to spouses, ~~additional eligible adults~~ and dependents of Faculty Members
158 who become entitled to Medicare coverage.

159 ~~j.~~ Faculty Members and the spouses ~~or additional eligible adults~~ and dependents of
160 Faculty Members who are eligible to continue medical and dental coverage under
161 COBRA may do so for the period mandated in the individual's circumstances by
162 COBRA. For benefits lost by Faculty Members and their spouses ~~or additional~~
163 ~~eligible adults~~ and dependents due to a Faculty Member's termination of employment
164 or reduction in hours, that period is determined by the U.S. Department of Labor. For
165 benefits lost by spouses or ~~additional eligible adults~~ and dependents of a Faculty
166 Member due to the occurrence of other events that trigger COBRA coverage. In
167 accordance with COBRA, EMU shall require payment of a premium for the period of
168 coverage continuation and shall charge up to the maximum premium allowed by
169 COBRA.

170 ~~11.~~

171 **D. Base Salary Supplement for Benefit Plan Conversion**

172 In consideration of the parties' transition to new updated health care plans, the University shall
173 provide each Faculty Member covered by this Agreement as of December 31, 2022, shall receive
174 a one-time increase of \$3,600 (4% of the average faculty salary) to their academic year base
175 salary. This increase shall be effective January 1, 2023.

176 **D.E. Group Life and Accidental Death and Dismemberment Benefits**

177 1. EMU shall pay the cost of maintaining life insurance in an amount equal to the Faculty
178 Member's annual salary, rounded up to the nearest \$1,000 and accidental death and
179 dismemberment insurance benefits in an equal amount for a period of one (1) year from a
180 Faculty Member's first (1st) day of actual work. Commencing with the month following
181 completion of one (1) year of coverage as provided above, EMU shall pay the cost for
182 maintaining life insurance benefits in an amount equal to the Faculty Member's annual
183 salary (rounded up to the nearest \$1,000) times two (2), and accidental death and
184 dismemberment benefits in an equal amount, up to a maximum coverage level of
185 \$275,000. When a Faculty Member reaches age sixty-five (65) and continues working
186 ~~their~~ ~~his~~ ~~her~~ insurance coverage is decreased by thirty-five percent (35%) with no further
187 reduction based on age thereafter.

188 The following table illustrates examples of the insurance coverage levels described
189 above:

Examples of Salary Levels	Less than one (1) Years of Service	Over one (1) Years of Service	Age Sixty-Five (65) and over
\$25,001	\$26,000	\$52,000	\$33,800
\$25,950	\$26,000	\$52,000	\$33,800
\$30,300	\$31,000	\$62,000	\$40,300
\$40,000	\$40,000	\$80,000	\$52,000
\$46,100	\$47,000	\$94,000	\$61,100
\$50,500	\$51,000	\$102,000	\$66,300

190 Maximum Coverage level is \$275,000.

191 2. To qualify for the life and accidental death and dismemberment insurance benefits as
192 described above, each Faculty Member must individually enroll and make proper
193 application for such coverage at the Benefits Office within thirty (30) calendar cays of the
194 commencement of ~~their~~ ~~his~~ ~~her~~ regular employment with EMU. Faculty Members who
195 fail to enroll and make proper application as herein provided are specifically and
196 expressly excluded from such benefits plan until such time as he or she enrolls and makes
197 proper application with the Benefits Office.

- 198 3. Provided proper application and enrollment is made by a Faculty Member, EMU shall
 199 pay the cost for maintaining the benefits plan described above, subject to the same rules
 200 set forth in Section C.5. above for the payment of group medical benefit cost.
- 201 4. Changes in benefit amounts based on changes in annual base salary occur with the
 202 effective date of the change in annual base salary. Base salary excludes supplemental
 203 appointments and any other extra compensation.
- 204 5. The group life and accidental death and dismemberment insurance benefits plan shall
 205 terminate on the date that a Faculty Member is laid off, the life and accidental death and
 206 dismemberment insurance benefits plan terminates, or the Faculty Member goes on an
 207 unpaid leave. However, when a Faculty Member terminates ~~their~~his/her employment
 208 with EMU, he/she is covered for a grace period of thirty-one (31) calendar days. During
 209 such thirty-one (31) day period, the Faculty Member may convert ~~their~~his/her group life
 210 insurance, without medical examination, to an individual benefits plan. The Faculty
 211 Member shall pay the full cost of such individual benefits. Plan options and availability
 212 shall be determined by the insurer.
- 213 6. Faculty Members laid off or on unpaid leave shall be eligible to continue their group life
 214 and accidental death and dismemberment insurance benefits as provided for in Articles
 215 VIII.E.3. and XI.L.5., respectively.

216 **E.F. Dental Care Benefits**

- 217 1. EMU shall provide and maintain dental care benefits for Faculty Members commencing
 218 on the first day of the month following their first day of actual work.

219 These benefits shall be subject to reasonable and customary charge determination as
 220 follows:

Dental Care Benefits	Dental Care Plan Pays	Faculty Member Pays
Diagnostic ¹	100%	0%
Preventative ¹	100%	0%
Emergency Palliative ¹	100%	0%
Radiographs ¹	100%	0%
Oral Surgery ¹	80%	20%
Restorative ¹	80%	20%
Periodontics ¹	80%	20%
Endodontics ¹	80%	20%
Prosthetic Appliances ¹	80%	20%
Orthodontics ²	80%	20%

221 Maximum Contract Benefit

222 ¹ ~~\$1,500~~ \$1,000 per person total per contract year.

223 ² Lifetime maximum benefit of \$1,500 per person.

- 224 2. To qualify for dental care benefits as described above, each Faculty Member must
 225 individually enroll and make proper application for such benefits at the Benefits Office
 226 within thirty (30) calendar days of the commencement of ~~their~~his/her regular employment
 227 with EMU. A Faculty Member who fails to enroll and make proper application as herein
 228 provided is specifically and expressly excluded from such benefits plan until such time
 229 he/she enrolls and makes proper application with the Benefits Office.
- 230 3. Provided proper application and enrollment is made by a Faculty Member, EMU agrees
 231 to pay the cost for maintaining the benefits plan described above for the Faculty Member,
 232 ~~the Faculty Member's his/her eligible spouse or additional eligible adult~~ and eligible
 233 dependent children under twenty-five (25) years of age, at a cost not to exceed the
 234 applicable cost for full family, two (2) persons, or single person benefits, subject to the
 235 same rules set forth in paragraph C.5. above for the payment of group medical benefit
 236 costs. ~~If the employee elects to add an Additional Eligible Adult to their health care plan~~
 237 ~~that has a cost share the employee must pay the difference in the cost share coverage as~~
 238 ~~post-tax (single to two person, two person to family) unless the additional eligible adult~~
 239 ~~qualifies as a dependent under IRS regulations and provides proof of such by January 1.~~
- 240 4. Except as otherwise provided in this Agreement, a Faculty Member's dental care benefits
 241 plan shall terminate on the date that the Faculty Member is terminated, is laid off, the
 242 dental care benefits plan terminates, or the Faculty Member goes on an unpaid leave,
 243 resigns, or retires except as otherwise provided in this Agreement. However, a Faculty
 244 Member may continue his/her dental care benefits at ~~their~~his/her own expense for the
 245 period mandated in the Faculty Member's circumstances by COBRA and as provided in
 246 Section C.10. and 11. of this Article, and in Articles VIII.E.3. and XI.L.5.

247 **F.G. Long-Term Disability Benefits**

- 248 1. EMU agrees to provide and maintain group long-term disability benefits for Faculty
 249 Members commencing on the first day of the month after ninety (90) days of regular
 250 employment. Such benefits shall be equal to sixty-five percent (65%) of the Faculty
 251 Member's regular monthly earnings, up to a maximum benefit of \$7,000 per month, and
 252 shall begin on the ninety-first (91st) day of disability. Such benefits shall also provide for
 253 eligible Faculty Members ~~under the following maximum duration of benefits: whose~~
 254 ~~total disability commences at or prior to age sixty (60) to receive benefits up to age sixty-~~
 255 ~~five (65). Eligible Faculty Members whose total disability commences after age sixty~~
 256 ~~(60) will receive benefits for five (5) years after the commencement of total disability or~~
 257 ~~until age seventy (70), whichever is sooner.~~

<u>Age When Disabled</u>	<u>Benefits Payable</u>
<u>Prior to Age 60</u>	<u>To Age 65</u>
<u>Ages 60 – 64</u>	<u>60 months</u>
<u>Ages 65 – 67</u>	<u>To age 70</u>
<u>Age 68 and over</u>	<u>24 months</u>

- 258 2. To qualify for long-term disability benefits as described above, each Faculty Member
 259 must individually enroll and make proper application for such benefits at the Benefits

260 Office within thirty (30) calendar days of the commencement of ~~their~~his/her regular
261 employment with EMU. A Faculty Member who fails to enroll and make proper
262 application as herein provided is specifically and expressly excluded from such benefits
263 plan, until such time as he/she enrolls and makes proper application with the Benefits
264 Office.

265 3. Provided proper application and enrollment is made by a Faculty Member, EMU agrees
266 to pay the premium for maintaining the above described benefits subject to the same rules
267 set forth in Section C.5. above for the payment of group medical benefit costs.

268 4. Changes in benefits amounts based on changes in annual base salary occur effective with
269 the effective date of the change in annual base salary. Base salary excludes supplemental
270 appointments and any other extra compensation.

271 5. Except as otherwise provided in this Agreement, a Faculty Member's long-term disability
272 benefits plan shall terminate on the date that the Faculty Member is terminated, is laid
273 off, the disability benefits plan terminates, or the Faculty Member goes on an unpaid
274 leave. However, a Faculty Member on an unpaid leave who is engaged in full-time study
275 for an advanced degree shall be eligible to continue his/her long-term disability benefits
276 as provided for in Article XI.L.5.

277 **G.H. Workers' Compensation Benefits**

278 EMU shall insure all Faculty Members for on-the-job injuries in accordance with the
279 Michigan Workers' Compensation statutes.

280 **H.I. University Business Travel Insurance Coverage**

281 1. EMU shall provide and maintain for all full-time Faculty Members traveling on official
282 University business, ~~anywhere in the world~~, travel accident insurance ~~coverage~~benefits
283 in an amount up to a maximum of \$100,000 for loss of life and dismemberment.
284 Coverage is worldwide except for Office of Foreign Assets Control Sanctioned countries.
285 This travel insurance shall be subject to an aggregate limitation of \$500,000 as a result of
286 any one (1) accident. If the total of all insurance claims for any one (1) accident does
287 exceed \$500,000, the amount applicable to any one (1) Faculty Member shall be
288 proportionately reduced based on the number of individuals making claim.

289 2. All other specific terms, conditions, limits of liability and exclusions applicable to said
290 insurance shall be provided for in EMU's policy with its carrier.

291 **H.J. University Business Travel Automobile Insurance Coverage**

292 1. EMU agrees to include Faculty Members as additional insureds under its automobile
293 insurance coverage. Such coverage shall provide bodily injury and property damage
294 liability protection up to \$6,000,000 per occurrence. This coverage shall apply on a first

295 dollar basis (no deductible) for Faculty Members operating a University-provided
296 automobile.

297 2. This coverage shall also apply for Faculty Members operating a vehicle not provided by
298 EMU while on University business. However, this coverage shall be secondary to (in
299 excess of) any other coverage provided on behalf of the Faculty Member, such as a
300 personal automobile policy. Where other coverage is not provided the Faculty Member,
301 EMU's automobile policy shall apply with a deductible. The deductible shall be
302 equivalent to the limits of mandatory automobile coverage required by the state of
303 Michigan (\$20,000 per person/bodily injury; \$40,000 per occurrence/bodily injury;
304 \$10,000 property damage).

305 3. All other specific terms, conditions, limits of liability, and exclusions applicable to this
306 insurance shall be as provided for in EMU's policy with its carrier.

307 **J.K. Parking**

308 ~~EMU shall provide parking at no charge for all Faculty Members. Faculty members shall pay~~
309 ~~\$277 per year for parking in lots designated as faculty/staff.~~

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311 ~~That one Faculty Short-term Service Parking space will be available for Faculty Members to~~
312 ~~load and unload instructional materials used in their teaching assignments off campus, in~~
313 ~~each of the following parking lots, Smith, Sill, Mark Jefferson, Pray-Harrold, and Roosevelt.~~
314 ~~In addition EMU agrees to make available p~~Parking permits will be made available for
315 faculty members to use the referenced parking spaces. The parking permits shall be available
316 in the Office of the Building Administrator of Sill Hall, Rackham, Roosevelt, Pray-Harrold,
317 and Mark Jefferson.

318 **K.L. Banking**

319 1. Credit Union

320 EMU shall provide Faculty Members with optional payroll deductions for the EMU
321 Credit Union.

322 2. Direct Deposits

323 EMU shall provide for direct deposit of a Faculty Member's paycheck into one (1)
324 account at any one (1) of the member banks of the Federal Reserve System.

325 Applications for direct deposit are available in EMU's Payroll Office.

326 **L.M. Business Travel at EMU Expense**

327 All business travel and reimbursement shall be in accordance with EMU's travel policy.

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~~1. Policies~~

- ~~a. Travel at EMU expense shall be subject to the advance approval of the appropriate account executive (usually the Department Head).~~
- ~~b. Applications for overnight travel at EMU expense shall be submitted on an appropriate form. Completed applications should be made to the appropriate account executive at least ten (10) working days before a trip is taken or sixty (60) calendar days in the case of international travel. If approved, the account executive shall notify the Faculty Member and, if responsible for the expenses, report the forthcoming trip on behalf of the Faculty member.~~
- ~~c. Costs of travel are charged to the departmental account of the authorizing office.~~
- ~~d. Reservations, schedules, and all arrangements for travel and lodging are the responsibility of the traveler.~~

~~2. Travel Allowances~~

~~Reimbursement for ordinary expenses incurred in travel for EMU is made according to the following schedule of approved travel and subsistence allowances:~~

- ~~a. Commercial Transportation: Economy Fare~~
- ~~b. Personal Motor Vehicle: IRS Rates~~

~~Reimbursement for use of personal motor vehicles shall not exceed the equivalent of economy airfare.~~
- ~~c. When teaching off campus, reimbursement for the use of personal cars will be made at the rates set forth by the Internal Revenue Service.~~
- ~~d. Lodging and Meals~~

Lodging	Actual/Reasonable supported by receipts
Breakfast	Actual/Reasonable supported by receipts
Lunch	Actual/Reasonable supported by receipts
Dinner	Actual/Reasonable supported by receipts
Note:	Tips are included in the above meal allowances.

~~e. Miscellaneous~~

(1) Conference registration Fees	Actual Cost
(2) Tips (hotel only)	\$1.00
(3) Parking	Actual Cost
(4) Telephone call/Telegraph, EMU business only	Actual Cost

361 ~~(5) Toll roads and bridges~~ ~~Actual Cost~~
362 ~~(6) Area Travel, such as limo to and from terminals~~ ~~Actual Cost~~

363 ~~f. Receipts are required for:~~

- 364 ~~(1) Lodging~~
- 365 ~~(2) Toll roads and bridges~~
- 366 ~~(3) Commercial transportation (plane tickets, etc.)~~
- 367 ~~(4) Conference registration fee~~
- 368 ~~(5) Parking over \$1.00~~

369 ~~g. Actual subsistence expenses are allowed for an official University delegate in~~
370 ~~attendance at a convention or other formal gathering over which the University has no~~
371 ~~control, if approved by the Dean or Department Head. An explanation is required on~~
372 ~~the Travel Voucher, including the name of the convention. Membership dues to any~~
373 ~~organization are not reimbursable.~~

374 ~~h. The travel and subsistence reimbursement rates established herein above shall be~~
375 ~~increased or decreased consistent with such rates as may be established in the future~~
376 ~~by EMU as general policy for EMU employees.~~

377 ~~i. Within ten (10) business days of returning from an EMU-sponsored travel activity for~~
378 ~~which any financial reimbursement is requested, a Faculty Member shall submit all~~
379 ~~expense receipts and other documentation (e.g., conference schedule) necessary for~~
380 ~~reimbursement to the account executive.~~

381 ~~If the Faculty Member is responsible for entering those expenses, the Faculty~~
382 ~~Member shall then submit an expense report with all required documentation to~~
383 ~~Business & Finance within ten (10) business days.~~

384 ~~If the account executive is responsible for entering those expenses, upon receiving the~~
385 ~~receipts and documentation from the Faculty member, the account executive shall~~
386 ~~then submit an expense report with all required documentation to Business & Finance~~
387 ~~on behalf of the Faculty Member within ten (10) business days.~~

388 ~~Business & Finance shall only communicate with the person submitting the expense~~
389 ~~report for any/all errors within the submitted report.~~

390 ~~Once a complete and accurate expense report is submitted, Business & Finance shall~~
391 ~~reimburse the Faculty Member by the end of the next payroll period.~~

392 ~~Academic Human Resources and the EMU-AAUP will be notified by Business and~~
393 ~~Finance of any reimbursement delays.~~

394 **M.N. Tuition Waiver Program for Faculty**

- 395 1. A tuition waiver program providing for a waiver of the full cost of tuition fees for up to
396 six (6) semester hours of credit per semester at Eastern Michigan University, shall be
397 available to eligible Faculty Members. This program applies to tuition only; registration
398 and other incidental fees which may be charged shall be borne by the Faculty Member.
- 399 2. A Faculty Member shall be eligible for a tuition waiver if he/she satisfies the following
400 terms and conditions:
- 401 a. The Faculty Member must have completed one (1) year of service prior to the first
402 (1st) day of classes of the term or semester for which he/she plans to register.
- 403 b. A completed application for tuition waiver must be approved by the Benefits Office
404 according to these timelines:
- 405 A completed application for tuition waiver must be submitted to the Benefits Office
406 for approval no later than the payment deadline for 100% drop announced in the
407 Class Schedule Book for the applicable semester.
- 408 c. Failure to submit an application for approval within the required timelines may forfeit
409 the employee's eligibility for that term. Upon approval by the Benefits Office, the
410 application will be ~~provided in writing~~mailed to the Faculty Member.
- 411 d. The Faculty Member must agree to reimburse EMU for the cost of all tuition waiver
412 benefits forfeited under the terms and conditions hereinafter provided. To assure
413 prompt reimbursement of all amounts paid by EMU for tuition waiver benefits
414 forfeited by the Faculty Member, the Faculty Member shall authorize EMU to collect
415 such amounts through deductions from his/her pay in amounts not to exceed twenty-
416 five percent (25%) of the gross amount of the regular paycheck every pay period
417 (unless the Faculty Member is terminating, in which case the entire amount may be
418 deducted) or other appropriate means.
- 419 3. Faculty Members on full-time (100%) appointments for the term or semester for which
420 application is made shall be entitled to full benefits. Faculty Members on at least a fifty
421 percent (50%) appointment but less than a one hundred percent (100%) appointment shall
422 be entitled to one-half (1/2) the benefits outlined above. Faculty Members on less than a
423 fifty percent (50%) appointment shall be ineligible for tuition waiver benefits.
424
- 425 4. The Faculty member must take courses during non-working hours.
- 426 5. A Faculty Member shall forfeit tuition waiver benefits and must reimburse the full cost of
427 such benefits to EMU if:
- 428 a. A grade of "pass", or "C" or above ("B" for graduate courses), is not achieved in any
429 course for which tuition waiver is obtained. (Grades of "C-" in undergraduate
430 courses and "B-" in graduate courses are unacceptable.)

- 431 b. A mark of “Incomplete” (I) is received and not converted to a passing grade within
 432 one (1) year following termination of the semester in which the course was taken, or
 433 the date the Faculty Member’s employment terminates, whichever is earlier.
- 434 c. The Faculty Member withdraws from a course after the date specified in the course
 435 bulletin for one hundred percent (100%) tuition refund. Exceptions may be made
 436 upon a showing of appropriate cause by the Faculty Member (~~e.g.e.g.~~, prolonged
 437 incapacitating illness, unanticipated conflict between a course in which the Faculty
 438 Member is required to teach and the one in which he/she is enrolled, etc.). Appeals
 439 for exception shall be made through the regularly established appeal process in the
 440 Student Business Services Office.

441 **N.O. Tuition Waiver Program for Employee Spouses ~~or Additional Eligible Adult~~ and**
 442 **Dependent Children**

- 443 1. A tuition waiver program providing a waiver of one-half (1/2) the cost of undergraduate
 444 tuition fees at Eastern Michigan University shall be available to eligible spouses ~~or~~
 445 ~~additional eligible adults~~ and/or dependent children of Faculty Members. This program
 446 applies to tuition only; registration and other incidental fees which may be charged shall
 447 be borne by the spouse ~~or additional eligible adult~~, and/or dependent child. It is the intent
 448 of the University to provide only a fifty percent (50%) tuition waiver to any individual
 449 dependent regardless of the fact that both parents may work for the University.
- 450 2. A Faculty Member’s spouse ~~or additional eligible adult~~, and/or dependent child shall be
 451 eligible for a tuition waiver if he/she presents evidence to the EMU Benefits Office
 452 confirming that:
- 453 a. He/she is the spouse ~~or additional eligible adult~~, or dependent child of a Bargaining
 454 Unit member. Dependent children shall be defined as: (a) legally dependent children
 455 of eligible staff; and (b) children who have eligible staff as their legal guardian.
- 456 b. He/she has satisfied all admission requirements and is eligible to enroll for courses.
- 457 3. A completed application for tuition waiver must be approved by the Benefits Office
 458 during the timelines outlined below:
- 459 a. A completed application for tuition waiver must be submitted to the Benefits Office
 460 for approval no later than the payment deadline for 100% drop announced in the
 461 Class Schedule Book for the applicable semester.
- 462 4. Failure to submit an application for approval within the required timelines may forfeit the
 463 spouse ~~or additional eligible adult~~, and/or dependent’s eligibility for that term. Upon
 464 approval by the Benefits Office, the application will be ~~provided in writing mailed~~
 465 Faculty Member.

- 466 5. A Faculty Member's spouse ~~or additional eligible adult~~, and/or dependent child shall be
 467 subject to all University Academic standards, policies and practices and may be refused
 468 admission to the University, enrollment in courses, or continued enrollment at Eastern
 469 Michigan University the same as any other student of the University.
- 470 6. Tuition waiver benefits eligibility for a spouse ~~or additional eligible adult~~, and/or
 471 dependent child shall cease at the end of the semester in which the Faculty Member
 472 terminates his/her employment with the University. If the spouse ~~or additional eligible~~
 473 ~~adult~~, and/or dependent child drops or withdraws from courses during the one hundred
 474 percent (100%) drop period, any refund applicable to the tuition waiver shall revert to the
 475 University. If the student drops classes after the one hundred percent (100%) drop, he or
 476 she shall reimburse the University in full for all tuition previously waived by the
 477 University.
- 478 7. A Faculty Member's spouse ~~or additional eligible adult~~ and/or dependent child shall
 479 forfeit tuition waiver benefits and must reimburse the full cost of such benefits to EMU
 480 if:
- 481 a. A grade of "pass", or "C" or above is not achieved in any course for which tuition
 482 waiver is obtained. (Grades of "C-" are unacceptable.)
- 483 b. A mark of "Incomplete" (I) is received and not converted to a passing grade within
 484 one (1) year following termination of the semester in which the course was taken, or
 485 the date the Faculty Member's employment terminates, whichever is earlier.
- 486 c. The Faculty Member's spouse ~~or additional eligible adult~~ and/or child withdraws
 487 from a course after the date specified in the course bulletin for one hundred percent
 488 (100%) tuition refund. Exceptions may be made upon a showing of appropriate cause
 489 by the Faculty Member (~~e.g.e.g.~~ prolonged incapacitating illness, etc.). Appeals for
 490 exception shall be made through the regularly established appeal process in the
 491 Student Accounting and Benefits Offices.

492 **Ø.P. Payment of Unused Accumulated Paid Sick Leave Benefits**

- 493 1. A Faculty Member hired prior to July 1, 1979, who satisfies the minimum age and
 494 service requirements hereinafter provided and separates from employment with EMU for
 495 retirement purposes, shall be paid fifty percent (50%) of his/her Unused Accumulated
 496 Paid Sick Leave, as provided for in Article XI.A.1., effective the date of his/her
 497 termination. Such payments shall be made at the Faculty Member's regular base rate of
 498 pay as of the date of termination.
- 499 2. Age and Service Requirements
- 500 To be eligible to receive payment for fifty percent (50%) of his/her Unused Accumulated
 501 Paid Sick Leave, the Faculty Member shall satisfy the following minimum requirements:

- 502 a. The Faculty Member shall be at least fifty-five (55) years of age and must have
503 completed fifteen (15) years of regular full-time service at EMU as of the date of
504 separation; or
- 505 b. The Faculty Member shall be at least sixty (60) years of age and must have completed
506 ten (10) years of regular full-time service at EMU as of the date of separation.

507 For purposes of this provision, to accumulate one (1) year's service credit the Faculty
508 Member must have worked at least one hundred and seventy (170) days for a minimum
509 of six (6) hours per day in a fiscal year, beginning July 1 and ending June 30.

510 Proportionate service credit may be granted for less than full-time employment [~~e.g.e.g.~~,
511 170 days at three (3) hours per day equals 5/10 of a year of credit]. No more than one (1)
512 year's service credit may be earned in any one (1) fiscal year.

513 P.Q. Flexible Spending Account

514 EMU has implemented ~~various~~ Flexible Spending Accounts (FSA), Dependent Care FSA
515 (DCFSA) and Healthcare FSA (HCFSA) programs. ~~for dependent care and contributions to~~
516 ~~the cost of health care. This~~ These program shall comply with IRS permissible guidelines, ~~as~~
517 ~~they determine the latest deadline date for use of funds in the FSA before they are forfeited~~
518 ~~by the Faculty Member.~~ Theis HCFSA program ~~may~~will be expanded to include other
519 reimbursable expenses negotiated by the parties, ~~and a debit card option.~~ Vendor guidelines
520 for program participation and reimbursement must be observed. The Vendor is responsible
521 for providing various reimbursement modalities (e.g., debit card, mobile, direct bill). ~~The~~
522 ~~debit card option shall be implemented as soon as practical following ratification of this~~
523 ~~Agreement by both parties.~~ Faculty shall be notified of the annual enrollment deadline not
524 less than ten (10) working days prior to the deadline.

525 EMU shall offer a Limited Purpose Flexible Spending Account (LPFSA) to Faculty
526 Members who are enrolled in the BCBS High Deductible PPO health insurance plan as
527 allowed by law.

528
529 In connection with its FSA and the LPFSA, and to the extent permissible by current laws and
530 regulations, EMU will adopt either (1) a carryover option that allows Faculty Members to
531 carry over any unused fund at the end of one plan year to the following plan year, which
532 carry over amount shall be the maximum dollar amount allowed by law, or (2) a grace period
533 option that allows Faculty Members to expend funds remaining at the end of one FSA plan
534 year during a grace period in the immediately following FSA plan year, which grace period
535 shall be the maximum time period allowed by law.

536 To further facilitate each member's utilization of the above FSA and LPFSA, EMU will pay
537 the monthly administrative fee for this program and the debit card option. ~~The FSA provider~~
538 ~~will be jointly selected by EMU-AAUP and EMU.~~

