

**TENTATIVE AGREEMENT
WMU-AAUP; July 1, 2021; Version 2**

**ARTICLE 36
OTHER FRINGE BENEFITS**

36.§1 DISCOUNTS ON EVENTS AND PROGRAMS. Western shall offer bargaining unit faculty members discounts on the purchase, for personal use only, of season tickets for admission to selected University athletic and cultural events programs or series. Western shall, on an annual basis, establish the amount of the discount to be offered for each event and/or combination of events and programs.

36.§2 BOOKSTORE DISCOUNT. Western will use its best efforts to secure from any bookstore vendor a discount to bargaining unit faculty members of ten percent (10%) on all purchases of one dollar (\$1.00) or more made at Western's Campus Bookstore.

36.§2.1 *Breadth*. Western will apply the bookstore discount to any item ordered specially by the bookstore for a person eligible for the discount if the item is of the type normally carried as a part of the bookstore's merchandise line. The discount shall apply only to the first copy of any given book.

36.§2.2 *Limits*. Discounts shall be awarded on purchases made on behalf of immediate families (spouses, sons, daughters) and not for other relatives, friends, or acquaintances.

36.§3 PARKING. Western shall make available to bargaining unit faculty members parking **on a non-reserved basis in restricted lots. The faculty member must register their vehicle(s) with Parking Services using the current registration process. Western shall continue to provide sufficient designated parking spaces for faculty and staff in the ratio of .75 of parking spaces to the total number of faculty and staff employees being provided employee parking on a non-reserved basis in restricted lots.** facilities in quantity of about 2,475 "R" Sticker parking spaces. , the number existing in September 1993, on a non-reserved basis in restricted lots. In addition, Western shall make available the choice of either: a) one (1) hangtag and one (1) parking sticker or; b) two (2) parking stickers.

~~36.§4 PURCHASE OF MEDICINE AND DRUGS. Bargaining unit faculty members shall have access to use any Health Center Pharmacy for the purposes of purchasing prescription drugs and medicines during its regular hours of operation.~~

36.§4 LIMITED USE OF HEALTH SERVICE. Bargaining unit faculty members shall have access to the University health service in those instances requiring emergency medical treatment for sudden illness or injury that occurs on campus. Further, the health service shall provide flu shots for bargaining unit faculty members and/or immunizations for bargaining unit faculty members and dependents for overseas travel at a nominal cost per injection, and Western shall permit bargaining unit faculty members the use of additional Sindecuse Health Center services at the sole discretion of Western. As a clarification, Western does not offer routine care, on-going treatment, or periodic physical examinations, **or any other medical service** as a contractual

service except as specified in the WMU Health Services Plan (see Article 33.§5) **and the specific services listed herein (Article 36.§4).**

36.§5 6 EMERGENCY USE OF COUNSELING SERVICES AT SINDECUSE. Counseling Services at Sindecuse are intended to provide counseling services for students. However, in the event of an emergency only, Counseling Services at Sindecuse may provide, if the schedule allows, for brief immediate intervention for faculty by referral from the Employee Assistance Program (EAP). Counseling Services at Sindecuse does not provide long-term care for bargaining unit faculty members. Mental health services are part of the bargaining unit faculty member's medical-insurance program and assessment and referral services are available through the EAP.

36.§6 7 DIRECT DEPOSITS IN FINANCIAL INSTITUTIONS. Western shall make direct deposits or payroll deductions, ~~on faculty request, to the Honor Credit Union or the Arbor Financial Credit Union. Direct deposit of payroll checks to employee accounts in other financial institutions designated by Western shall also be made available.~~

36.§7 8 TAX-SHELTERED ANNUITY. A tax-sheltered annuity benefit program is available to Western Michigan University faculty.

36.§8 9 TUITION DISCOUNT AND REMISSION PROGRAM. Western shall provide the following:

36.§89.1 *Bargaining Unit Faculty.* Western shall provide a one hundred percent (100%) discount on tuition, records initiation fee, enrollment fee, student assessment fee, and EUP technology fee for graduate and undergraduate courses taken at Western Michigan University by bargaining unit faculty members. The discount is applicable to the first eight (8) hours in a fall or spring semester and the first four (4) hours in a summer I or summer II session, but shall not apply to individual course or lab fees. Accepting the tuition discount for non-job-related graduate courses may create tax liability for the bargaining unit faculty member.

36.§89.2 *For Spouses, Dependents, and Designated Eligible Individual (DEI)s.* Western shall provide a seventy-five percent (75%) remission on tuition, records initiation fee, enrollment fee, student assessment fee, and EUP technology fee for undergraduate courses taken by a spouse/dependent/DEI meeting admission requirements at Western Michigan University. Remission is calculated on the following items as charged to the student's WMU account: gross tuition, records initiation fee, enrollment fee, student assessment fee, sustainability fee, and EUP technology fee. Prior to the use of tuition remission funds, the University will first apply to the student's account any external or University award that is limited to paying tuition and mandatory fees. In the event that all tuition and mandatory fees are covered by a tuition-specific external or University award, or a combination of such awards, tuition remission is not provided. If after applying tuition-specific external or University awards there remain tuition and fees unpaid, the tuition remission funds will be applied to cover such costs up to, but not exceeding, 100% of such costs. The remission does not apply to individual course or lab fees. There shall be a lifetime maximum per individual

of at least one hundred-thirty (130) credit hours (does not include non-credit courses) at the undergraduate level.

36. ~~§89.3~~ *Extended Eligibility.* An eligible dependent or spouse who began the remission program prior to the death, retirement, or permanent disability of the faculty member shall have four (4) years of eligibility after the event.

36. ~~§89.4~~ *Definitions.* “Spouse” means current spouse, by legal marriage. “Dependent” means a person who qualifies as a dependent for the purpose of the eligible employee’s federal income tax and is so reported for the period for which tuition remission is granted. “Designated Eligible Individual” is defined in section 36. ~~§10 H.~~

36. ~~§9 H~~ REPORTS. If requested, Western shall provide the Chapter with an annual report on total contributions made to TIAA for each bargaining unit faculty member and on total medical-insurance payment deductions made for dependency coverage for each bargaining unit faculty member.

36. ~~§10 H~~ DESIGNATED ELIGIBLE INDIVIDUAL. The Designated Eligible Individual program remains effective for the duration of this Agreement and expands the eligibility for enrollment in Western Michigan University’s benefit plan. Western Michigan University reserves the right to change the eligibility criteria or to suspend or terminate the Designated Eligible Individual benefit program, should a court of competent jurisdiction rule the program to be in violation of the law or Michigan constitution (see article 46. §1). Bargaining unit faculty members who do not already enroll a spouse in the health or other benefit plans may enroll one adult individual for benefit coverage, but only if all the eligibility criteria are met.

36. ~~§10H.1~~ *Designated Eligible Individual,* at the time of proposed enrollment, resides in the same residence as the faculty member and has done so for the previous eighteen (18) continuous months, other than as a tenant, and is not a “dependent” of the employee as defined by the IRS.

36. ~~§10H.1.1~~ Children of a Designated Eligible Individual are also eligible for this benefit if they are members of the faculty member’s household and meet IRS dependent criteria as well as university dependent coverage policy (up to age 26 [see Article 33. §2.10]).

36. ~~§10H.1.2~~ Eligibility for coverage of a Designated Eligible Individual, or of a Designated Eligible Individual’s dependent, ceases on the date that any of the listed criteria are not met.

36. ~~§10H.1.3~~ Limits of Eligibility. The following individuals are not eligible as designated eligible individuals:

- Children of faculty and their descendants (children, grandchildren)
- Parents of faculty
- Parents’ other descendants (siblings, nieces, nephews)

Grandparents and their descendants (aunts, uncles, cousins)
Spouse's relatives
Renters, boarders, tenants

36. ~~§10H.2~~ *Enrollment*. Designated Eligible Individual enrollment must be completed during the open-enrollment period or no more than thirty (30) days after all of the above criteria are met.

36. ~~§10H.2.1~~ *Effect on Faculty Enrollment*. This article does not affect the rights of or criteria applicable to any faculty member qualifying for enrollment in WMU's benefit plans under any other applicable University policy.

36. ~~§10H.3~~ *Additional Benefits for DEI*.

36. ~~§10H.3.1~~ Discounts on Campus Bookstore purchases made by the bargaining unit faculty member on behalf of the designated person as provided in 36. §2.2.

36. ~~§10H.3.2~~ Seventy-five percent (75%) remission on tuition and required fees as provided in 36. §9.2 for undergraduate courses. Accepting discounts on Campus Bookstore purchases and on tuition and required fees will result in tax consequences of reported income on a faculty member's W-2 form.

36. ~~§10H.3.3~~ Funeral leave for the faculty member as provided in 27. §5.

36. ~~§10H.3.4~~ Use of sick leave credits as provided in 27. §7.2.6.

36. ~~§11 42~~ OTHER FRINGE BENEFITS. During the period of negotiations, the two parties identified, considered, and agreed to the level of benefits herein described. The parties also recognize, however, that such discussions may have failed to identify benefits, and therefore, the parties agree that established fringe benefits not specifically identified and covered in this Agreement shall be continued at the same level for the duration of this Agreement.

Tentative Agreement

WMU: *Nancy Manberger*

WMU-AAUP: *Whitney DeLuca*

Date: July 2, 2021

Date: July 2, 2021