

BOARD OF REGENTS
EASTERN MICHIGAN UNIVERSITY

| |
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| SECTION: 3 |
| DATE: July 30, 2008 |

RECOMMENDATIONS

**COLLECTIVE BARGAINING AGREEMENT BETWEEN EASTERN
MICHIGAN UNIVERSITY AND THE POLICE OFFICERS LABOR COUNCIL-
SERGEANTS UNIT**

ACTION REQUESTED

It is recommended that the Board of Regents approve the collective bargaining agreement between Eastern Michigan University and the Police Officers Labor Council-Sergeants Unit and authorize the President and the University Bargaining Committee to execute the Agreement on behalf of the Board of Regents.

STAFF SUMMARY

The recommendation is based upon negotiations with the Sergeant's bargaining unit for a new four-year collective bargaining agreement covering the period from July 1, 2008 to June 30, 2012.

FISCAL IMPLICATIONS

The proposed Agreement, is projected to increase the University's Sergeants fiscal year 2008-09 net compensation costs by \$36,088. A cost projection for the duration of the Agreement is attached as Exhibit B. A detail of negotiated changes in the Agreement is attached as Exhibit C.

ADMINISTRATIVE RECOMMENDATION

The proposed Board action has been reviewed and is recommended for Board Approval.

University Executive Officer

07-30-08

Date

EASTERN MICHIGAN UNIVERSITY
Vice President for Business and Finance
Exhibit B Cost Projection: Police Sergeants Proposal 2008

Impact salary increases will have on total wages

Base salary on current PS EE's (4 Actual FTE's)
Overtime (four year average expense or 10.49%)
Shift Premium (estimated cost for FY2008)
Longevity (four year average expense or 2.96%)
Total wages

Cost of Percentage based fringe benefits only (at 17.68%)

Total Compensation (wages and fringes)

Incremental Cost of increases (wages only)

Incremental Cost of Increases with 17.68% fringe benefits included

Potential Health Care Savings/Cost Avoidance

Option 1 Potential Cost Avoidance
Option 2 Annual Employee Contribution
Incremental Health Care Savings and Cost Avoidance

Parking contributions at \$104/year per person

Incremental cost (wages only) including savings from health care and parking

Incremental increase of total compensation.

| | <u>7/1/2008</u> | <u>7/1/2009</u> | <u>7/1/2010</u> | <u>7/1/2011</u> |
|-------------------|-------------------|-------------------|-------------------|-------------------|
| | 3.00% | 3.00% | 3.00% | 3.00% |
| \$ 249,789 | \$ 257,283 | \$ 265,001 | \$ 272,951 | \$ 281,140 |
| \$ 26,204 | \$ 26,989 | \$ 27,799 | \$ 28,633 | \$ 29,492 |
| \$ 2,707 | \$ 2,707 | \$ 2,707 | \$ 2,707 | \$ 2,707 |
| \$ 7,404 | \$ 7,616 | \$ 7,844 | \$ 8,079 | \$ 8,322 |
| \$ 286,104 | \$ 294,594 | \$ 303,351 | \$ 312,370 | \$ 321,660 |
| \$ 50,583 | \$ 52,084 | \$ 53,632 | \$ 55,227 | \$ 56,869 |
| \$ 336,687 | \$ 346,678 | \$ 356,983 | \$ 367,597 | \$ 378,530 |
| | \$ 8,490 | \$ 8,757 | \$ 9,019 | \$ 9,290 |
| | \$ 9,991 | \$ 10,305 | \$ 10,614 | \$ 10,932 |
| | \$ - | \$ - | \$ - | \$ - |
| | \$ (2,072) | \$ (2,278) | \$ (458) | \$ (530) |
| | \$ (2,072) | \$ (2,278) | \$ (458) | \$ (530) |
| | \$ (416) | \$ - | \$ - | \$ - |
| | \$ 6,002 | \$ 6,479 | \$ 8,561 | \$ 8,760 |
| | \$ 7,503 | \$ 8,027 | \$ 10,156 | \$ 10,402 |

Percentage impact that changes to contract has on total wages

2.97% 2.97% 2.97% 2.97%

Percentage impact on total compensation including fringe benefits

2.23% 2.32% 2.84% 2.83%

Cumulative Incremental Cost of proposed contract

\$36,088 2.55%

Assumptions:

Overtime will remain as the four year average for the length of the contract.

No changes made to shift premiums.

Option 1 cost avoidance is based on 0 person selecting Option 1 and that they reach half of their deductible and co-insurance.

Option 2 annual employee contribution is based on 4 people selecting Option 2 Family coverage.

Exhibit C
July 30, 2008, Board of Regents Meeting
POLC-Sergeants Tentative Agreement

Article XXXI Duration

This is a 4 year labor agreement which continues through **June 30, 2012**.

Article XXIV Compensation

Section A. Wage Adjustment

2008-2009 wage adjustment of **3%** retroactive to July 1 2008, for all bargaining unit members on the active payroll as of June 30, 2008.

2009-2010 wage adjustment of **3%** effective July 1, 2009, for all bargaining unit members on the active payroll as of June 30, 2009.

2010-2011 wage adjustment of **3%** effective July 1, 2010, for all bargaining unit members on the active payroll as of June 30, 2010.

2011-2012 wage adjustment of **3%** effective July 1, 2011, for all bargaining unit members on the active payroll as of June 30, 2011.

Field Training Sergeant

New Language

A Sergeant assigned to perform field training shall be compensated with an additional 1 hour of regular pay, or at the Employer's discretion 1 hour of compensatory time, for each shift spent in a field training assignment. A shift is defined 8 hours of duty time.

Article XXV – Group Benefits & Insurance

Section A. Hospitalization – Group Medical Benefits

New Language

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 (91st) day of service.

Employees shall have the option of participating in the Blue Cross/Blue Shield Community Blue Preferred Provider Organization (PPO) Option 1 or Option 2 plans with benefits equal to or greater than those set forth in the Health Care Options Booklet. Participants in the Blue Cross/Blue Shield PPO Option 1 Plan shall have no contribution to the premium for single, two person or full family coverage for the duration of the Agreement. A comprehensive group medical benefits plan may be substituted for the above, subject to the Union's approval, whose approval shall not be unreasonably withheld. (*Note: Those who select family continuation or sponsored dependent coverage shall be required to pay the cost of such additional coverage under the terms and conditions provided for in paragraph 9, a & b.*)

Participants in the Blue Cross/Blue Shield Community Blue PPO Option 2 Plan shall be required to make the following contributions to the cost of such coverage:

Effective January 1, 2009, Single = \$709, 2 person or family = \$1,034 annually

Effective January 1, 2010, Single = \$779, 2 person or family = \$1,139 annually

Effective January 1, 2011, Single = \$865, 2 person or family = \$1,265 annually

Effective January 1, 2012, Single = \$960, 2 person or family = \$1,404 annually

MP 279.4 Provided proper application and enrollment is made by an employee, the above described benefits plan will cover the employee, his/her spouse, and eligible dependent children under nineteen years of age.

MP 281.6 For employees enrolled in Option #1, the University shall pay the aforementioned cost in paragraph 1 for the period that the employee is on the active payroll and for the first 3 months that the employee is off the payroll and absent because of a medical leave of absence due to injury or illness. In such medical leave situations the employee will be responsible for his or her benefits costs for those months following the first 3 months that he/she is off the payroll because of such leave, except in those incidents where the employee is injured on the job and is receiving workers' compensation, in which case medical benefits shall continue until the employee no longer qualifies for worker's compensation wages, or he/she terminates, whichever is sooner. For employees enrolled in Option #2, the provisions described above will also apply except that the employee's cost sharing obligation will continue.

Prescription Drug Coverage:

Both Option 1 and Option 2 will have a drug card of \$10/\$20/\$30
Mail order is \$20/\$40/\$60 for a three (3) month supply

MP 295.11 Increased waiver amount from \$85 per month to **\$100** per month. **It is understood that no contributions will be made to TIAA-CREF based on this waiver payment.**

Added New Paragraph

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 to negotiate in good faith measures for containing and reducing those costs.

Article XXVI Retirement and Death Benefits

MP 325 ... Employees who retire on or after the January 1, 2009, shall be entitled to ~~five~~ **seven** thousand dollars (**\$7,000**) of life insurance benefits.

Article XXIV Group Benefits and Insurance
Section B. Group Life

MP 297 ... (2) and accident death and dismemberment insurance in an equal amount, **up to a maximum coverage of \$100,000.**

Article XXVIII Miscellaneous

Section A. Education Opportunities Tuition Waiver Program

MP 338 (3) A completed Application for Tuition Waiver must be submitted to the Benefits Office for approval no later than the ~~payment deadline~~ **100% drop dead date** announced in the Class Schedule Book for each semester.

Section E. Parking Facilities

Effective for the **2008-2009** fiscal year and continuing bargaining unit members shall pay a parking fee of **\$2.00** per week. Parking fees may be paid on a pre-tax basis through automatic payroll deductions.

Article XIX Hours of Work

Section F. Compensatory Time Bank

Section F was eliminated and replaced it with the following language.

MP 153 Bargaining Unit members may bank up to a maximum of 80 hours of non-recoupable overtime to be used for the purpose of taking compensatory time off, subject to the following limitations and subject to the requirements of Article XIX(E) (3):

MP 154 a. Non-recoupable overtime is that overtime that is not charged back to any other department of the university.

MP 155 b. The scheduling of time off taken for utilizing overtime hours banked as compensatory time shall be at the sole discretion of the University.

MP 156 c. Maximum usage of compensatory time shall not exceed ninety-six (96) hours during the fiscal year.

Article XVII Personnel Files

Section B. Contents

MP 126 ~~medical records;~~

Article XXIII Vacation and Holidays

Section A. Vacation

MP 256a. If an employee... with the written approval of the ~~Director of Employee Relations~~ **designated head of the Division.**

Article XXII Leaves of Absence

Section B: Medical Leave

We added the following language concerning second and third medical opinions.

MP 196 The Employer may require such medical information as is appropriate to evaluate a request for Medical Leave of Absence or extension of a Medical Leave of Absence. This medical information is to be submitted to Human Resources no later than fifteen (15) days from the original date the employee begins their leave of absence. Failure to provide this medical information by this time will result in the denial of the request for leave of absence.

When the University has reason to doubt the validity of the medical information provided, the University may, at its expense, require an employee obtain the opinion of a second health care provider designated or approved by the employer concerning the medical information provided in support of a medical leave of

absence. When a second opinion differs from the opinion in the original medical information provided, the University may, at its expense, require an employee obtain the opinion of a third health care provider approved jointly by the University and the employee concerning the medical information in dispute, or if the parties cannot agree the University retains the right to designate the provider. The third opinion shall be from one of the two major hospitals in Washtenaw County and shall be considered to be final and shall be binding on the employer and the employee.

For psychological evaluation third opinions the parties will agree on a third opinion medical provider to ensure that an evaluation is completed by a competent law enforcement psychologist.

Any healthcare provider chosen for the second or third opinion shall not be employed on a regular basis by the employer. The employer agrees not to be capricious when exercising its rights in this section.

MP 219 ...be place on ~~Personal~~ **Medical** Leave of Absence

Section G. Family Medical Leave Act (FMLA)

The entire FMLA section was deleted and replaced it with the following language.

MP 226 The parties agree to abide by the provisions of the Family Medical Leave Act. The parties agree that the employer will use the rolling year method for administering the FMLA policy.

FITNESS FOR DUTY

New Article

Employees are responsible for reporting to work physically, mentally, and emotionally fit to perform the duties of their jobs. All employees shall fully, faithfully, and properly perform the duties of their employment.

When the University has an articulable reason to believe that an employee is reporting to work in an unfit physical, mental or emotional condition an employee may be required to undergo examination by a University selected medical professional for purposes of evaluating his/ her fitness for duty.

If an employee is required to undergo examination or testing on duty time, he/she shall not suffer a loss in pay. At the discretion of the University the employee may be placed on administrative leave with pay pending the outcome of the examination and review of the medical report.

If the employee is found to be unfit for duty he/she will be immediately placed on a medical leave of absence. Should the employee wish to challenge the employer's fitness for duty examine he/she may submit medical documentation to the employer of their fitness for duty. If a third opinion is deemed necessary the costs shall be the responsibility of the employer. The third opinion shall be from one of the two major hospitals in Washtenaw County and shall be considered to be final and shall be binding on the employer and the employee.

For psychological evaluation third opinions the parties will agree on a third opinion medical provider to ensure that an evaluation is completed by a competent law enforcement psychologist.

All requests for a Fitness for Duty evaluation will be reviewed by the Director of Employee Relations or designee prior to sending a Sergeant for an evaluation. The employer agrees not to be capricious when exercising its rights in this section of the agreement.

Note: This language is not intended to replace any rules or regulations regarding the employer's right to drug or alcohol test employees in accordance with University and departmental procedures.

Appendix B

The Memorandum of Understanding concerning HMO's was removed from the contract. There are no bargaining unit members in any HMO's

Memorandums of Understanding

Memorandum of Understanding Assignment to Overtime Details

During the 2008 negotiations the parties agreed to discuss the assignment of Sergeants to work overtime details for main events. The parties agree that a labor/management meeting to discuss this matter should occur within sixty days of the ratification of this collective bargaining agreement by the Board of Regents.

Memorandum of Understanding Group Health Benefits Waiver

It is hereby agreed that if during the life of this agreement the University increases the waiver amount for opting out of the University's Group Health Plan then any increase in the waiver amount will also be afforded to members of this bargaining unit who have opted out or wish to opt out, at the next open enrollment period. This is provided all of the other provisions for opting out of the University's Group Health Plan have been satisfied by the employee. This memorandum of understanding does not change any other University processes or procedures associated with the Group Health Benefits waiver.

Memorandum of Understanding Regarding Domestic Partner Language

In accordance with the February 1, 2007, decision of the Michigan Court of Appeals, in the matter of National Pride Network et. al. v City of Kalamazoo, et. al., the parties have omitted from their collective bargaining agreement all rights and entitlements of POLC Sergeant employees with respect to domestic partnership benefits as described in their 2005-2007 collective bargaining agreement.

Further, the parties agree and understand that the Additional Eligible Adult (AEA) eligibility criteria are now provided to all University employees through the group health and dental plans.

LETTER OF AGREEMENT
CONCERNING A PILOT PROGRAM
FOR LIMITED FULL PAYMENT FOR SPECIFIC TYPES
OF WORK RELATED INJURIES

During the course of the 2008 contract negotiations the parties agreed to implement a pilot program for specific types of work related injuries.

Understanding that there are certain inherent risks associated with a Sergeant's work the University is willing to provide full payment of a Sergeant's bi-weekly salary, excluding normal taxes and deductions, while on worker's compensation, for 8 weeks. Sergeant's are only eligible to receive this benefit if one the following 4 conditions has occurred.

1. A Sergeant is injured on the job as a result of their need to exercise reasonable force to protect themselves, another University employee or student, or to subdue a criminal suspect; or
2. A Sergeant is injured on the job as a result of their pursuit of a criminal suspect, either on foot or in a vehicle; or
3. A Sergeant is injured on the job as a result of being physically assaulted; or
4. A Sergeant is injured on the job as a result of their participation in Rape Aggression Defense (RAD) training, or participation in any other departmentally approved training.

All documentation and verification of the aforementioned situation must be submitted to and reviewed by the Director of Public Safety, within two (2) days of the incident, to be eligible for this benefit.

The Director of Public Safety will have sole and final authority to approve or deny all requests to implement the provisions of this benefit. The Director's decision shall not be subject to appeal in the grievance procedure or any other forum.

Upon request, the Director will meet with the requesting Sergeant and Union Representative to discuss a request that has been denied.

This agreement should not be construed to include those injuries which occur in the normal course of duty; such as, but not limited to a slip, trip, fall, a twisted ankle, back or knee injury, or any other injury not specifically related to one of the 4 aforementioned situations.

The parties agree to abide by the Michigan Workers Disability Compensation Act.

The parties agree that this Letter of Agreement and pilot program will remain in place for the duration of collective bargaining agreement unless cancelled for any reason by the employer. Cancellation will not be subject to appeal by the union in the grievance procedure, the filing of an unfair labor practice or any forum.

This constitutes the entire agreement.