

# **BOARD OF REGENTS**

**EASTERN MICHIGAN UNIVERSITY**

**SECTION: 16**

**DATE:**

**September 22, 2009**

## **RECOMMENDATION**

### **COLLECTIVE BARGAINING AGREEMENT BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EMU FEDERATION OF TEACHERS (EMU-FT)**

#### **ACTION REQUESTED**

It is recommended that the Board of Regents approve the new collective bargaining agreement between Eastern Michigan University and the EMU Federation of Teachers (EMU-FT) and authorize the President to execute the Agreement on behalf of the Board of Regents.

#### **STAFF SUMMARY**

The recommendation is based on outcomes of negotiations between Eastern Michigan University and the EMU Federation of Teachers (EMU-FT). The proposed agreement covers 101 University lecturers and was ratified by the bargaining unit on September 11, 2009. Significant provisions of the proposed agreement include:

- A new three year agreement, effective September 1, 2009 through August 31, 2012.
- Wage adjustment increases of 1.25%, 2%, and 2% across-the-board each year, respectively, of the agreement.
- Employees teaching a full-time (100%) load during the Fall and Winter semesters shall be paid a salary of not less than \$30,500. The current salary floor is \$27,500.
- Compensation for Spring and Summer semesters as well as Fall and Winter semester in excess of the 15 credit hour norm shall be \$1,100, \$1,150, and \$1,200 per credit hour each year, respectively, of the agreement.
- TIAA contributions will increase from 10% to 10.25% effective September 1, 2010 and to 10.50% effective September 1, 2011.

#### **FISCAL IMPLICATIONS**

As shown in Attachment 1, the proposed Agreement is projected to increase EMU's Federation of Teachers annual costs by \$517,706 over the life of the agreement. Attachment 2 is the proposed revisions to the Collective Bargaining Agreement.

#### **ADMINISTRATIVE RECOMMENDATION**

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

\_\_\_\_\_  
University Executive Officer

\_\_\_\_\_  
Date

**Eastern Michigan University  
EMU Federation of Teachers (EMU-FT)**

Tentative Agreement

Attachment 1

EMU Draft Proposal		Current Salary/Cost (FY09)	9/1/2009 FY10	9/1/2010 FY11	9/1/2011 FY12	Remarks
Total Base Wages	Wages ATB	3,454,350	3,497,529 1.25%	3,567,480 2.0%	3,638,830 2.0%	
Overload pay		558,354	683,704	707,554	731,404	Spring/Summer and Fall/Winter minimum pay from \$800-850/sch to YR1 \$1,100, YR2 \$1,150 and YR3 \$1,200
Promotion Adjustments		0	3,750	7,500	11,250	Lect I to II \$1,250 to \$2,000, Lect II to III \$1,500 to \$2,000
New appointments for Lect II and Lect III		0	500	1,000	1,500	New Hire Appointment Rate increases \$250 for Lect II and \$500 for Lect III
Base pay adjustment for Lect I		0	43,197	44,061	44,942	Raise salary floor from \$27,500 to \$30,500 for Lect I
Subtotal Wages		4,012,704	4,228,681	4,327,595	4,427,926	
Direct Wage-Related Benefit Impact (FICA, TIAA)		814,579	858,422	878,502	898,869	Assumes constant benefits rate
Benefit Program Changes			0	8,919	18,194	Adjust University TIAA Cont from 10% to YR2 10.25% and YR3 10.5%
<b>Total</b>		<b>4,827,283</b>	<b>5,087,103</b>	<b>5,215,016</b>	<b>5,344,989</b>	
<b>Year-over-year Cost Changes</b>						
Base Wages			43,179	69,951	71,350	
Overload pay			125,350	23,850	23,850	
Promotion Adjustments			3,750	3,750	3,750	
New hire appointments			500	500	500	
Base pay adjustments			43,197	864	881	
Fringe Benefits			43,843	28,998	29,643	
Total cost variance from base fiscal prior year			259,820	127,913	129,973	<b>517,706</b>

Revisions to the Collective Bargaining Agreement by and between  
Eastern Michigan University and the EMU Federation of Teachers (EMU-FT)  
– EMU Administration Proposal, v.2 –  
August 2009

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Administration Proposals are **Bold and Underlined**

ARTICLE I – AGREEMENT

MP 1. This Agreement is made and entered into effective November 15, 2005 by and between Eastern Michigan University (hereinafter “EMU” or “University”) and the Eastern Michigan University Federation of Teachers (hereinafter “Union”), **and extended with additions and modifications effective September 1, 2009.**

ARTICLE XVI – COMPENSATION

MP 206 (Minimum Salary)

During the term of this Agreement, Employees teaching a full-time (100%) load during the Fall and Winter semesters shall be paid a salary of not less than **\$30,500** for such assignment. The salary for Employees whose assignments are reduced to less than 100% of a full-time load shall be prorated.

MP 207 (Salary Adjustments)

**#5. Effective with the beginning of the academic year 2009-2010, each Employee appointed effective September 1, 2008, shall receive a one and one-quarter percent (1.25%) increase in his/her academic base salary.**

**#6. Effective with the beginning of the academic year 2010-2011, each Employee appointed effective September 2, 2009, shall receive a two-percent (2%) increase in his/her academic base salary.**

**#7. Effective with the beginning of the academic year 2011-2012, each Employee appointed effective September 1, 2010, shall receive a two-percent (2%) increase in his/her academic base salary.**

MP 225. G. Salaries for Spring, Summer, Pre and Post Sessions, and On-Campus Workshops

MP 226. 1. **a. Effective with the beginning of the academic year 2009-2010**, no Employee will be required to accept a Spring or Summer appointment. Compensation for Spring and Summer terms shall be determined by the University, but in no event shall be less than **\$1,100** per credit hour.

MP 226. 1. b. Effective with the beginning of the academic year 2010-2011, no Employee will be required to accept a Spring or Summer appointment. Compensation for Spring and Summer terms shall be determined by the University, but in no event shall be less than \$1,150 per credit hour.

MP 226. 1. c. Effective with the beginning of the academic year 2011-2012, no Employee will be required to accept a Spring or Summer appointment. Compensation for Spring and Summer terms shall be determined by the University, but in no event shall be less than \$1,200 per credit hour.

MP 231	<i>Type of Promotion</i>	<i>Base Academic Year Salary Adjustment</i>
	Lecturer I to Lecturer II	<u>\$2,000</u>
	Lecturer II to Lecturer III	<u>\$2,000</u>

MP 232. An Employee who is appointed at the Lecturer II rank will be paid an entry level salary that takes into account the \$2,000 he or she would have received, had the Employee been promoted to Lecturer II. Accordingly, such Employee, if promoted to Lecturer III, will receive one \$2,000 promotional adjustment and will be deemed to have received a total of \$4,000 for attainment of a terminal degree by virtue of the additional \$2,000 that was included in his or her entry level salary. An Employee who is appointed at the Lecturer III rank will be paid an entry-level salary not less than base pay plus the \$4,000 he or she would have received had the Employee been promoted to Lecturer II and Lecturer III.

MP 237. 3. Except as provided below, the minimum salaries for teaching courses offered through Extended Programs on an overload basis shall be \$1,100 per credit hour or the amount specified in the Extended Programs Compensation Schedule, whichever is higher. Employees may be paid at rates below the amount specified herein for teaching off-campus courses offered through Extended Programs which do not fill to minimum capacity and would otherwise be dropped. In all instances, the rate of compensation for teaching a specific course shall be confirmed in writing to the Employee prior to the Employee accepting and undertaking the teaching assignment. Copies of all letters to Employees in confirmation of an Extended Programs appointment shall be sent to the Union office.

MP 243. 3. Effective with the beginning of the academic year 2009-2010, any Employee who accepts a teaching assignment for a full semester (Fall or Winter) that is in excess of the fifteen (15) credit hour norm shall receive no less than \$1,100 for each additional credit hour taught.

MP 243. 4. Effective with the beginning of the academic year 2010-2011, any Employee who accepts a teaching assignment for a full semester (Fall or Winter) that is in excess of the fifteen (15) credit hour norm shall receive no less than \$1,150 for each additional credit hour taught.

MP 243. 5. Effective with the beginning of the academic year 2011-2012, any Employee who accepts a teaching assignment for a full semester (Fall or Winter) that is in excess of the fifteen (15) credit hour norm shall receive no less than \$1,200 for each additional credit hour taught.

## ARTICLE XVIII – FRINGE BENEFITS

MP 301. Effective January 1, 2010, 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. It is understood that such benefits will be provided during the Fall and Winter semesters when the individual is expected to render direct services to the University as provided elsewhere in this Agreement. It is also understood and agreed that such coverage will extend through the Spring and Summer terms immediately following such Employee's base academic year assignment.

MP 302. Participants in the Blue Cross/Blue Shield Community Blue PPO Option 1 Plan shall have no contribution for single, two person or full family coverage for the duration of the Agreement. (Note: Those who select family continuation or sponsored dependent coverage shall be required to pay the full cost of such additional coverage under the terms and conditions provided for in paragraph C.5.) 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, 2010 through December 31, 2010: \$779 for single and \$1,139 for two (2) person or family coverage.
- Effective January 1, 2011 through December 31, 2011: \$865 for single and \$1,265 for two (2) person or family coverage.
- Effective January 1, 2012 through December 31, 2012: \$960 for single and \$1,404 for two (2) person or family coverage.
- Prescription Drug Coverage
  - Effective January 1, 2010 prescription drug card \$10/\$20/\$30
  - Mail order is \$20/\$40/\$60 for a three (3) month supply

MP 328. D. Waiver of Medical Health Care Benefits

MP 329. An Employee who is otherwise eligible to participate in the University's Group Medical Benefits Plan may elect to waive such coverage, provided he/she makes proper application to the Benefits Office, showing evidence of coverage through a plan other than one provided by the University. Employees for whom the waiver is granted will receive \$1,200 per year (not added to base salary), prorated for the period medical health care coverage is waived. Employees waiving coverage may re-enroll in the University's health plans upon showing proof that the health coverage on which they relied on is no

longer available, or during the annual open enrollment period. No contributions will be made to TIAA-CREF based on this waiver payment.

MP 330. An Employee who has decided to retain coverage for himself/herself and eligible dependent children but who nevertheless desires to waive coverage for his/her spouse, may elect to waive such coverage, provided he/she makes proper application to the Benefits Office showing evidence of coverage through a plan other than one provided by the University. Employees for whom the waiver is granted will receive \$600 per year (not added to base salary), prorated for the period medical health care coverage is waived for his/her spouse. Employees waiving coverage may re-enroll in the University's health plans upon showing proof that the health coverage on which they relied on is no longer available, or during the annual open enrollment period. No contributions will be made to TIAA-CREF based on this waiver payment.

#### MP 338. F. Dental Care Benefits

MP 343. 3. Provided proper application and enrollment is made by employee, the University agrees to pay the cost for maintaining the above described benefits plan for the employee, his/her spouse, AEA, and eligible dependent children under age twenty-five (25) years of age, at a cost not to exceed the applicable cost for full family, two (2) persons, or single person benefits, subject to the same rules set forth in paragraph C.5. above for the payment of group medical benefit costs.

#### MP 381. L. Tuition Waiver Program for Employees

MP 388. Employees on full-time, one hundred percent (100%) appointments for the term or semester for which application is made will be entitled to full benefits. Employees who are appointed for the academic year, but who do not work during Spring and/or Summer semesters, are eligible for the tuition waiver benefit for those semesters. (Retain existing footnote #13.)

#### MP 409. N. Flexible Spending Account

MP 410. EMU has implemented a Flexible Spending Account (FSA) program for dependent care and contributions to the cost of health care. This program shall comply with IRS permissible guidelines as they determine the latest deadline date for use of funds in the FSA before they are forfeited by the employee. This FSA program will be expanded to include other reimbursable expenses negotiated by the parties, and a debit card option. Vendor guidelines for program participation must be observed. Employees shall be notified of the annual enrollment deadline not less than ten (10) working days prior to the deadline.

MP 411. To further facilitate each member's utilization of the above FSA, EMU will pay the monthly administrative fee for this program and the debit card option.

MP 412 (Retirement Programs)

MP 420. d. Beginning September 1, 2009, for Employees who participate in TIAA-CREF, the University shall contribute ten percent (10%) of the Employee's earnings to the retirement plan.

MP 420. e. Beginning September 1, 2010, for Employees who participate in TIAA-CREF, the University shall contribute ten and one-quarter percent (10.25%) of the Employee's earnings to the retirement plan.

MP 420. f. Beginning September 1, 2011, for Employees who participate in TIAA-CREF, the University shall contribute ten and one-half percent (10.5%) of the Employees earnings to the retirement plan.

#### ARTICLE XXVI – DURATION AND AMENDMENT

MP 457. This agreement shall continue in full force and effect to and including August 31, 2012. This Agreement shall continue in effect from year-to-year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the University and the Union shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than sixty (60) days prior to the expiration of the agreement.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE  
EASTERN MICHIGAN UNIVERSITY FEDERATION OF TEACHERS**

The parties recognize that the existing collective bargaining agreement's references to domestic partners and domestic partnership require replacement. The parties will meet on a later date to reach an agreement amending all relevant sections of the contract to effect such a replacement.

The parties agree to use the term Additional Eligible Adult (AEA) to describe non-spouse adults in all relevant locations of the Agreement. The Union agrees to accept the University's definition of an AEA.

EASTERN MICHIGAN UNIVERSITY

EASTERN MICHIGAN UNIVERSITY  
FEDERATION OF TEACHERS

By:

David O. Woike  
Assistant Vice President (I)  
Academic Human Resources

By:

Russell Jones  
President  
EMU-FT

Date: 27 AUG 2009

Date: 8-27-09