

# **BOARD OF REGENTS**

**EASTERN MICHIGAN UNIVERSITY**

**SECTION: 15**

**DATE:**

**September 22, 2009**

## **RECOMMENDATION**

### **COLLECTIVE BARGAINING AGREEMENT BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE POLICE OFFICERS ASSOCIATION OF MICHIGAN- CAMPUS POLICE OFFICERS**

#### **ACTION REQUESTED**

It is recommended that the Board of Regents approve the new collective bargaining agreement between Eastern Michigan University and the Police Officers Association of Michigan-Campus Police Officers Unit and authorize the President to execute the Agreement on behalf of the Board of Regents.

#### **STAFF SUMMARY**

The recommendation is based on outcomes of the negotiations between Eastern Michigan University and the Police Officers Association of Michigan. The proposed agreement covers 19 campus police officers and was ratified by the bargaining unit on August 17, 2009. Significant provisions of the proposed agreement include:

- A new three year agreement, retroactive to July 1, 2009 through June 30, 2012.
- Wage adjustment increases of 2% across-the-board each year of the agreement.
- A sixth step is added to the salary and wage schedule for all officers with 8 or more years of service.
- Shift premium pay increases by \$.05 cents per hour.
- Effective January 1, 2010, the cost contributions to health care premiums for the unit will be consistent with other units at the University.

#### **FISCAL IMPLICATIONS**

As shown in Attachment 1, the proposed Agreement is projected to increase the University's Department of Public Safety Police Officers Unit annual costs by \$100,406 over the life of the agreement. Attachment 2 is the summary of the tentative agreement along with the salary and wage schedule.

#### **ADMINISTRATIVE RECOMMENDATION**

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

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

\_\_\_\_\_  
**Date**

**Eastern Michigan University  
Police Officers Contract Analysis**

Tentative Agreement

Attachment 1

EMU Draft Proposal	Current Salary/Cost (FY09)	7/1/2009 FY10	7/1/2010 FY11	7/1/2011	Remarks
Total Base Wages	965,058	984,359	1,004,046	1,024,127	
		2.0%	2.0%	2.0%	
Overtime	143,206	146,071	148,992	151,972	Includes effect of wage adjustments
Longevity	21,226	21,651	22,084	22,525	No contract changes; includes effect of wage adjustments
Shift Premium	8,976	9,874	9,874	9,874	.05 cent increase, \$0.40 to \$0.45 for afternoon and \$0.50 to \$ 0.55 for midnight and swing
Uniforms	13,300	13,300	13,300	13,300	No contract changes; \$700 per year allowance
Step pay (will increase base)	0	14,688	14,982	15,281	Implement a new "step 6" at 8 years - in YR 1
Subtotal Wages	1,151,767	1,189,942	1,213,278	1,237,080	
Direct Wage-Related Benefit Impact (FICA, TIAA)	195,907	202,807	206,863	211,000	Assumes constant benefits rate
Benefit Program Changes		3,098	0	0	Changed employee out of pocket structure of health care plan
<b>Total</b>	<b>1,347,673</b>	<b>1,395,847</b>	<b>1,420,140</b>	<b>1,448,080</b>	
Year-over-year Cost Changes					
Base Wages		19,301	19,687	20,081	
Overtime		2,864	2,921	2,980	
Longevity		425	433	442	
Shift		898	0	0	
New Step 6 @ 8 years		14,688	294	300	
Fringe Benefits		9,998	958	4,137	
Total cost variance from base fiscal prior year		48,173	24,294	27,939	<b>100,406</b>

## Attachment 2

**Summary of the tentative agreement reached between  
Eastern Michigan University  
And  
The Police Officers Association of Michigan (POAM)  
September 22, 2009**

A tentative agreement was reached with the Campus Police Officer Union on August 11, 2009. The follow is a summary of the changes agreed to by the parties. The language in bold and underlined is new language. The language which struck through has been eliminated.

**This is a three year agreement which is retroactive to July 1, 2009 through June 30, 2012.**

**Article XXIII Compensation**

- MP 260.3 Wage adjustment, 2009-2010: a 2 % across-the-board increase, retroactive to July 1, 2009, for all bargaining unit members on the active payroll as of June 30, 2009. Provided the membership ratifies the tentative agreement on first vote otherwise the across the board increase will be effective on the date of the Board of Regents ratification of the tentative agreement.
- MP 261.4 Wage adjustment, 2010-2011: a 2 % across-the-board increase, effective July 1, 2010, for all bargaining unit members on the active payroll as of June 30, 2010.
- MP 262.5 Wage adjustment, 2011-2012: a 2 % across-the-board increase, effective July 1, 2011, for all bargaining unit members on the active payroll as of June 30, 2011.

**Article XXIII Compensation**

**Section E: Field Training Officer (FTO)**

- An Officer performing the assignment of FTO shall be compensated with 1 hour of paid overtime at time and a half (1.5) or at the discretion of the Employer receive compensatory time at time and a half (1.5) for each shift spent in the capacity of an FTO. For the purposes of this provision a shift shall be defined as 4 or more hours.

**Appendix A**

- A sixth step was added to the salary and wage schedule for all Officers with 8 or more years of service.

ARTICLE XXIV Group Benefits and Insurance

Hospitalization-Group Medical Benefits

274. Effective January 1, 2007 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 91<sup>st</sup> day of service. Blue Cross/Blue Shield Community Blue Preferred Provider Organization Option 1 plan, with benefits equal to or greater than those set forth in the Health Care Options Booklet. Alternatively, eligible employees may select the Blue Cross/Blue Shield Community Blue Preferred Provider Organization Option 2 Plan as Referenced in the Health Care Options Booklet. Employees who select the Option 2 Plan shall pay the difference in the illustrated premium cost for level of coverage selected (i.e. single, two person or Family coverage) and the illustrated premium cost for the comparable Level of coverage under the Blue Cross/Blue Shield Community Blue Preferred Provider Organization Option 2 plan. This illustrated premium shall be determined during the University's annual renewal with the vendor. The new premium will be effective each January 1.

- 274. 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 91<sup>st</sup> 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 Community Blue PPO Option 1 Plan shall have no contribution to premium for single, two people 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 cost of such additional coverage.) Alternatively, eligible employees may select the Blue Cross/Blue Shield Community Blue Preferred Provider Organization Option 2 Plan as referenced in the Health Care Options Booklet. Employees who select the 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) people or family coverage.
- Effective January 1, 2011 through December 31, 2011; \$865 for single and \$1,265 for two (2) people or family coverage.
- Effective January 1, 2012 through December 31, 2012; \$960 for single and \$1,404 for two (2) people or family coverage.

Article XIII Discipline and Discharge

H. Use of Past Record

- 102. In imposing any discipline on a current charge, the University agrees not to take into account any discipline imposed against the employee for minor infractions that occurred more than one (1) year previously, or major infractions that occurred more than ~~two (2)~~ **three (3)** years previously (except those which constitute a felony under State or Federal law), provided no such discipline has been taken against the employee during the immediate preceding one (1) or ~~two (2)~~ **three (3)** year period, respectively.

Article XVIII Hours of Work

A. Work Schedule

- **125.2 At the discretion of the University, the Executive Director may establish a four day, 10 hour a day work week.**

B. Work Shifts and Shift Premiums

- 130. 2. The normal afternoon (second) shift shall be any shift that regularly starts between the hours of 2:00 p.m. and 8:59 p.m. An employee working on the afternoon shift shall receive a premium of forty (\$0.~~40~~**45**) cents per hour.
- 131. 3. The normal evening (third) shift shall be any shift that regularly starts between the hours of 9:00 p.m. and 4:59 a.m. An employee working on the evening shift shall receive a premium of fifty (\$0.~~50~~**55**) cents per hour work a split shift (swing shift) shall receive a premium of fifty (\$0.~~50~~**55**) cents per hour.
- 132. 4. An employee who may work a split shift (swing shift) shall receive a premium of fifty (\$0.~~50~~**55**) cents per hour.

C. Shift Preference

- ~~Once during the life of this agreement an officer will bid on and receive an alternate shift assignment.~~

E. Overtime

- 139. 3. **Employees working four days 10 hours a day work schedules.** **For** employees required and scheduled to work more than **ten (10)** hours per day or forty (40) hours per week shall be paid at the rate of one and one-half (1.5) times their regular hourly rate of pay for each hour worked in excess of **ten (10)** hours per day or forty (40) hours per week or, at the discretion of the University, receive compensatory time off at the rate of one and one-half (1.5) hours for each hour worked in excess of **ten (10)** hours per day or forty (40) hours per week. **Therefore, holiday pay, sick pay, bereavement, and annual leave will be adjusted accordingly.** The University agrees to consider the desires of the employee when scheduling compensatory time off pursuant to this provision.

G. Compensatory Time Bank

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

Article XXIII Group Benefits and Insurance

B. Group Life and Accidental Death and Dismemberment Insurance

- The following table was eliminated, as it was not necessary.

Less Than	Over One (1)		
Base	One (1) Year	Year	Age 65
<u>Salary</u>	<u>of Service</u>	<u>of Service</u>	<u>and Over</u>
\$19,001	\$20,000	\$40,000	\$26,000
20,000	20,000	40,000	26,000
22,400	23,000	46,000	29,900
22,900	23,000	46,000	29,900
24,500	25,000	50,000	32,500
Examples	Less Than	Over One	
of Base	One (1) Year	(1) Year	Age 65
<u>Salary</u>	<u>of Service</u>	<u>of Service</u>	<u>and Over</u>
\$22,900	\$23,000	\$46,000	\$29,900
26,000	26,000	52,000	33,800
33,257	34,000	68,000	44,200
44,001	45,000	90,000	58,500
52,560	53,000	100,000	65,000

Maximum coverage level is \$100,000.

D. Short-Term Disability Benefits

- 306. 1. The University agrees to provide and maintain short-term disability benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing on the first (1st) day of the month following the month in which an employee completes his first three (3) months of regular employment. The amount of such benefits shall not be less than sixty percent (60%) of the employee's regular weekly earnings, ~~up to a maximum benefit of \$400.00 per week.~~ The maximum benefit amount will be defined in the MetLife short-term disability benefit plan.
- 293.11. A seniority employee may elect to waive coverage under the above described health care plan, provided he/she makes proper application to the Benefits Office, showing evidence of coverage elsewhere than through the University's plan. Employees for whom the waiver is granted shall receive \$85 100 per month which shall be prorated and paid with the regular bi-weekly pay. Employees waiving coverage may re-enroll in the Employer's health care plan upon showing proof that the external coverage on which they have relied is no longer available or during the open enrollment period. It is understood that no contributions will be made to TIAA-CREF based on this waiver payment.

Article XXIV Group Benefits

- 277. 4. Additions and changes to an employee's health care coverage must be made within thirty (30) calendar days of the event (marriage, divorce, birth, death, adoption) by contacting the Benefits Office and completing the appropriate change form. Failure to make these changes as herein provided will result in additions and/or changes being excluded from such benefits plan until such time as he or she enrolls and makes proper application during an open enrollment period.

Article XXVI Uniforms and Equipment

- 335. E. The Employer agrees to provide, maintain and replace on expiration a ballistic vest for each employee. ~~Employees who have not been issued a ballistic vest, or those employees who currently have a ballistic vest that is no longer certified for service, may submit a written request to the Director of Public Safety for the issuance of a ballistic vest. Ballistic vests so requested shall be worn by the requesting each employee while on duty. Failure, three (3) times in any six month period, to wear the vest while on duty will be considered a violation of the uniform policy and may result in corrective action. will require the employee to reimburse the department for the full cost of the ballistic vest. In that event, the ballistic vest will be considered the personal property of the employee.~~

Domestic Partners

- Eliminated Appendix D Letter of Agreement concerning Domestic Partners
- Eliminated all references to Domestic Partners and replace with Additional Eligible Adult (AEA) throughout the CBA
- MP 211 (2) Funeral Leave – add AEA  
211. 2. The phrase "immediate family" for the purposes of this provision shall mean husband, wife, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, step children of a current spouse, additional eligible adult and foster parents who were legal guardians.
- MP 225 (b) Sick Leave – add AEA  
225 .b. "Immediate family" for purposes of this policy shall be interpreted as husband, wife, father, mother, children, sister, brother, mother-in-law, father-in-law and additional eligible adult.
- MP 278 (5) Medical Benefits – replace Domestic Partner with AEA  
278. 5. In accordance with Section A1 above and provided proper application and enrollment is made by an Employee, the University agrees to maintain the medical benefit plans described in the Article, for the employee's spouse or ~~domestic partner~~ additional eligible adult, and eligible dependent children under nineteen (19) years of ages, subject to the other terms and conditions of the plan and this Agreement. Dependent children are those who meet the IRS requirement of dependency.
- MP 303 (3) Dental – add AEA  
303. 3. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost for maintaining the above described benefits plan for the employee, his

spouse, additional eligible adult and eligible dependent children under 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 A.5 above for the payment of group medical benefit costs.

➤ MP – Tuition Waiver

361. 2. Tuition Waiver Program for Employees Spouses, Additional Eligible Adult and Dependent Children

362. a. A Tuition Waiver Program providing a waiver of one-half (1/2) the cost of undergraduate tuition fees at Eastern Michigan University shall be available to eligible spouses, additional eligible adult, and dependent children of bargaining unit employees. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the spouse or dependent child.

365. (2) The spouse/dependent and additional eligible adult must allow twenty-four (24) hours for approval processing prior to picking up the waiver.

366. (3) Upon the employee's termination from the University, tuition waiver benefits for eligible spouse, additional eligible adult, and dependent children shall cease at the end of the semester in which the termination occurs.

367. c. A bargaining member's spouse, additional eligible adult, or dependent child shall be subject to all University academic standards, policies and practices and may be refused admission to the University, enrollment in courses, or continued enrollment at Eastern Michigan University the same as any other student of the University.

369. e. An eligible spouse/dependent and additional eligible adult shall forfeit tuition waver benefits and must reimburse the full cost of such benefits to the Employer if:

372. (3) The spouse/dependent, additional eligible adult withdraws from a course after the date specified in the Course Bulletin for one hundred percent (100%) tuition refund. Exceptions may be made through the regularly established appeals process in the Student Accounting Office and by the Director of Benefits Programs upon a showing of appropriate cause by the spouse/dependent (e.g., prolonged incapacitating illness, or the like).

## ARTICLE XXXII Duration and Amendment

### A. Effective Date

392. This Agreement shall supersede and cancel all prior Agreements and shall be in full force and effect from date of ratification of the Board of Regents until and including June 30, 2012 and shall automatically renew itself from year-to-year thereafter unless either party notifies the other in writing between the one hundred and twentieth (120th) day and the ninetieth (90th) day 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 Association 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.

393. If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.



394. In witness whereof, this Agreement has been executed by the parties by their duly authorized representatives having signed and sealed this Agreement on this date of ratification of the Board of Regents \_\_\_\_ day of \_\_\_\_\_ 2009.

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

~~During the course of the 2006 contract negotiations the parties agreed to implement a one-year pilot program for specific types of work related injuries.~~

Understanding that there are certain inherent risks associated with an Officer's work the University is willing to provide full payment of an Officer's bi-weekly salary, excluding normal taxes and deductions, while on worker's compensation, for a ~~two~~ three month (12 weeks/ 60 work days) period of time. Officers are only eligible to receive this benefit if one of the following ~~three~~ four conditions has occurred.

1. An Officer is injured on the job as a result of their need to exercise reasonable force to protect her/himself, another University employee or student, or to subdue a criminal suspect.
2. An Officer is injured on the job as a result of his/her pursuit of a criminal suspect, either on foot or in a vehicle.
3. An Officer is injured on the job as a result of being physically assaulted.
4. An Officer is injured on the job as a result of his/her participation in Rape Aggression Defense (RAD) training.

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

The Executive Director Public Safety will have sole and final authority to approve or deny all requests to implement the provisions of this benefit. The Executive Director's decision shall not be subject to appeal in the grievance procedure or any other forum. Upon request, the Executive Director will meet with the requesting Officer 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 the Officer's duties. Such as, but not limited to, a slip/trip and fall, a twisted ankle, back or knee injury, or any other injury not specifically related to one of the three aforementioned conditions. The parties agree to abide by the Michigan Workers Disability Compensation Act.

Requests for light duty assignments while in this status will be reviewed on a case-by-case basis and may be approved at the sole discretion of the Executive Director Public Safety.

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 cause by the employer. Cancellation for cause will not be subject to appeal by the union in the grievance procedure, the filing of an unfair labor practice or any forum.

# Eastern Michigan University

## Salary and Wage Schedule-Campus Police (CP) Step Plan

Effective: July 1, 2009

Annual Rate= Hourly \* 2080  
Hourly Rate= Annual / 2080  
Base Pay Unit = Hourly

Step	Probation					
	1	2	3	4	5	6
	0 - 6 Months					
Grade	7 - 12 Months					
	Annual Hourly	Annual Hourly	Annual Hourly	Annual Hourly	Annual Hourly	Annual Hourly
01	40,821	19,63	43,661	20,99	46,694	22,45
01*	40,821	19,63	43,661	20,99	48,093	23,12
02	42,046	20,21	44,968	21,62	48,093	23,12
02*	42,046	20,21	44,970	21,62	49,536	23,82
					49,941	24,01
					51,439	24,73
					51,439	24,73
					52,868	25,42
					53,411	25,68
					55,015	26,45
					55,015	26,45
					56,664	27,24
					56,664	27,24
					58,081	27,92
					58,081	27,92

\* Includes educational bonus (3% differential) paid after completion of the probationary period to CP employees who possess an earned Bachelor's degree from an accredited college or university.