

BOARD OF REGENTS

EASTERN MICHIGAN UNIVERSITY

SECTION: 20

DATE:

April 1, 2008

RECOMMENDATION

COLLECTIVE BARGAINING AGREEMENT BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE, AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, TECHNICAL, OFFICE AND PROFESSIONAL LOCAL 1975

ACTION REQUESTED

It is recommended that the Board of Regents approve the collective bargaining agreement between Eastern Michigan University and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Technical, Office and Professional Local 1975 and authorize the Provost and Executive Vice 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 clerical and secretarial employee's bargaining unit (UAW 1975) for a new five-year collective bargaining agreement covering the period from July 1, 2007 to June 30, 2012. Please note that for the first time in the history of these negotiations the parties engaged in Interest-Based Bargaining (mutual gains), which has further established the collaborative working relationship between labor and management that we are seeking to achieve.

FISCAL IMPLICATIONS

The proposed Agreement is projected to increase the Clerical and Secretarial unit fiscal year 2007-08 compensation costs by \$318,049. A summary of the incremental impact of the contractual increases for prior contracts approved by the Board with the Clerical and Secretarial comparison is found in Exhibit A. A cost projection for the duration of the Clerical and Secretarial Agreement is attached as Exhibit B. A summary 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.

Todd Ohmer

University Executive Officer

03/24/08

Date

EASTERN MICHIGAN UNIVERSITY
Incremental Impact of Contractual Increases on the Budget
Exhibit A

| <u>Employee Group</u> | <u>Full-Time Equivalent*</u> | <u>Fiscal Year</u> | | | | | <u>Total</u> | <u>Contract expires</u> |
|--------------------------|------------------------------|--------------------|--------------------|--------------------|------------------|------------------|---------------------|-------------------------|
| | | <u>2008</u> | <u>2009</u> | <u>2010</u> | <u>2011</u> | <u>2012</u> | | |
| Faculty | 691.5 | \$2,806,000 | \$2,293,000 | \$2,927,000 | na | na | \$8,026,000 | 6/30/2010 |
| Professional Technical | 349.7 | \$476,000 | \$618,000 | \$670,000 | na | na | \$1,764,000 | 6/30/2010 |
| Police Sargents | 4.0 | \$9,000 | na | na | na | na | \$9,000 | 6/30/2008 |
| Clerical/Secreterial | 265.1 | \$318,000 | \$253,000 | \$223,000 | \$321,000 | \$474,000 | \$1,589,000 | Pending board approval |
| Food/Maintenance | 205.6 | \$230,000 | \$259,000 | \$275,000 | \$310,000 | na | \$1,074,000 | 6/30/2011 |
| Campus Police | 18.0 | \$36,000 | \$37,000 | na | na | na | \$73,000 | 6/30/2009 |
| Lecturers | 98.0 | \$316,000 | \$391,000 | \$470,000 | na | na | \$1,177,000 | 4/1/2010 |
| Fiscal Year Total | 1,632 | \$4,191,000 | \$3,851,000 | \$4,565,000 | \$631,000 | \$474,000 | \$13,712,000 | |

*Budgeted FTE as of 7/1/2007

Clerical/Secretarial are pending approval at the April 1, 2008 board meeting.

faculty number from Michelle on 3-5-2008
lecturer number from Michelle on 3-5-2008
PT number from Veda on 3-5-2008 includes general and auxiliary
PS and CP numbers from Veda on 3-5-2008
CS number from Veda on 3-5-2008 includes general and auxiliary

EASTERN MICHIGAN UNIVERSITY
Vice President for Business and Finance
Exhibit B Cost Settlement: CS Proposal 2008

Impact salary increases will have on total wages

Base salary on current CS EE's (261 Actual FTE's)
 Estimated amount of step increase
 Estimated cost of moving CS03 to CS04
 Overtime at 1%
 Comp. Time Payout at 1%
 Shift Premium
 Longevity at 3.8%

Total wages

Cost of fringe benefits (at 17.68%)

Total Compensation (wages and fringes)

Incremental Cost of increases (wages only)

Incremental Cost of Increases with 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

Incremental cost (wages only) including savings from health care

Incremental increase of total compensation.

| | <u>7/1/2007</u> | <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% | 3.00% |
| \$ 7,952,849 | \$ 8,191,434 | \$ 8,747,304 | \$ 9,016,263 | \$ 9,286,751 | \$ 9,579,966 |
| | \$ - | \$ - | \$ - | \$ 14,187 | \$ 138,006 |
| | | \$ 6,349 | \$ - | \$ - | \$ - |
| \$ 77,478 | \$ 81,914 | \$ 87,473 | \$ 90,163 | \$ 92,868 | \$ 95,800 |
| \$ 2,723 | \$ 2,750 | \$ 2,778 | \$ 2,806 | \$ 2,834 | \$ 2,862 |
| \$ 4,996 | \$ 4,996 | \$ 4,996 | \$ 4,996 | \$ 4,996 | \$ 4,996 |
| \$ 277,309 | \$ 310,127 | \$ - | \$ - | \$ - | \$ - |
| \$ 8,315,355 | \$ 8,591,222 | \$ 8,848,900 | \$ 9,114,227 | \$ 9,401,635 | \$ 9,821,630 |
| \$ 1,406,064 | \$ 1,448,246 | \$ 1,546,523 | \$ 1,594,075 | \$ 1,644,406 | \$ 1,718,137 |
| \$ 9,721,419 | \$ 10,039,468 | \$ 10,395,424 | \$ 10,708,302 | \$ 11,046,041 | \$ 11,539,767 |
| | \$ 275,867 | \$ 257,678 | \$ 265,327 | \$ 287,408 | \$ 419,995 |
| | \$ 318,049 | \$ 355,956 | \$ 312,879 | \$ 337,738 | \$ 493,726 |
| | | \$ (20,625) | \$ - | \$ - | \$ - |
| | | \$ (82,350) | \$ (89,810) | \$ (16,374) | \$ (19,774) |
| | | \$ (102,975) | \$ (89,810) | \$ (16,374) | \$ (19,774) |
| | | \$ 154,703 | \$ 175,517 | \$ 271,034 | \$ 400,220 |
| | \$ 318,049 | \$ 252,981 | \$ 223,069 | \$ 321,364 | \$ 473,952 |

Percentage impact that changes to contract has on total wages

3.32% 3.00% 3.00% 3.15% 4.47%

Percentage impact on total compensation including fringe benefits

3.27% 2.52% 2.15% 3.00% 4.29%

Cumulative Incremental Cost of proposed contract

\$1,589,416

Assumptions:

Overtime will remain constant every year of the contract.

No changes made to shift premiums.

Option 1 cost avoidance is based on 25% of the CS's selecting Option 1 and that they reach half of their deductible and co-insurance.

Option 2 annual employee contribution is based on 75% of the CS's selecting Option 2.

Exhibit C

March 17, 2008

***Tentative Collective Bargaining Agreement
Eastern Michigan University
And
UAW CS 1975 Bargaining Unit***

Article XXX Duration

- This is a five year labor agreement retroactive to July 1, 2007 and continuing through June 30, 2012.

Article XXVI Compensation

2007-2008

- A **3%** Across the Board (ATB) retroactive to July 1, 2007, for all current members of the bargaining unit on the active payroll as July 1, 2007 and who remain on the active payroll as of the date of ratification by the Board of Regents.

2008-2009

- A **3%** ATB wage increase effective July 1, 2008, for all current members of the bargaining unit on the active payroll as June 30, 2008.
- During the month of January 2009, the longevity payment will be rolled into the base for all bargaining unit members who are eligible to receive a longevity payment in calendar year 2009.
- All members are then placed on the salary schedule in accordance with their salary.

2009-2010

- **3 %** ATB wage increase effective July 1, 2009, for all current members of the bargaining unit on the active payroll as June 30, 2009.
- **July 1, 2009**, the University's proposed health care plan goes into effect. Bargaining unit members begin to pay cost sharing under the University proposed health care plan.

2010-2011

- **3 %** ATB wage increase effective July 1, 2010, for all current members of the bargaining unit on the active payroll as June 30, 2010.
- During calendar year 2010 approximately 14 bargaining unit members will be eligible to receive a step increase on their anniversary date provided they are in satisfactory status as defined below.
- A satisfactory performance evaluation is defined as the employee receiving a rating of 2 (Frequently) or above.
- The term Frequently on the evaluation form has been re-defined as follows;
 - *Frequently, demonstrated the behaviors and skills need to perform the job, routinely met and sometimes exceeded normal expectations of the job.*
- If the performance evaluation rating is below a 2 a Performance Improvement Plan will be developed by the supervisor. When and if the member becomes satisfactory they will be eligible to be moved to the missed step effective at the start of the pay period following the day they become satisfactory.
- If an evaluation is not completed the employee will be considered to be satisfactory.
- If an employee does not receive a step increase as a result of a poor evaluation the matter will be reviewed in special conference between the employee, supervisor, Union Bargaining Chairperson and Director of Employee Relations.
- Employees shall sign the evaluation and be provided a copy.
- During the calendar year 2011 members who are eligible will receive a step increase on their anniversary date provided they are in satisfactory status as defined above.

2011-2012

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

Upgrade of CS 03's

- Three (3) UAW CS 03's will be upgraded to CS **04's** effective upon ratification of the agreement.
- MP 3 added the following language; **"bargaining unit members are excluded from working in the Office of Human Resources"**.
- Current members in these positions will remain in the unit. Once a position becomes vacant it will be posted as a non-bargained for position.

Short Term Disability

- The waiting period for short term disability will be reduced from 30 to 14 days with benefits commencing on the 15th day.
- MP 400 add the following language "Employees who fail to enroll and make proper application as herein provided are specifically and expressly excluded from such coverage until **they complete a Personal Health Statement which substantiates insurability during** the University's annual open enrollment period for healthcare. **The Short Term Disability carrier makes the eligibility determination.** The effective date for coverage will coincide with that of the Open Enrollment Effective Date".
- It is understood that any employee who is not currently enrolled for Short Term Disability coverage will have one (1) opportunity to enroll in the plan during the next Open Enrollment Period (Fall 2008) and will not be subject to completing the Personal Health Statement during this enrollment period. All subsequent attempts to enroll in the plan will be in accordance with the new language of paragraph 400.

Hospitalization-Group Medical Benefits

The Health Care Cost Sharing Rates are as follows;

- | | | | |
|------------|--------------|--------------|----------------------|
| • 1st year | July 1, 2009 | Single \$709 | Couple/Family \$1039 |
| • 2nd year | January 2010 | Single \$779 | Couple/Family \$1139 |
| • 3rd year | January 2011 | Single \$865 | Couple/Family \$1265 |
| • 4th year | January 2012 | Single \$960 | Couple/Family \$1404 |

Salary Adjustments for Promotion and Transfer

- MP 348 An employee who is promoted to a classification in a higher pay grade shall, upon promotion, **move to the lowest step in the new pay grade that provides at least a 5% increase.**
- MP 350 If an employee is transferred for any reason to another classification in a lower pay grade (including a transfer resulting from a reduction in work force or as a result of the job-bidding procedure) **is/her salary shall move to the closest step in the new pay grade that provides at least a 5% decrease.**
- MP 351 ...worked in such temporary transfer and assignment shall **receive an increase to the lowest step in the new pay grade that provides at least a 5% increase** retroactive to the first day worked in such assignment...
- New Paragraph: **Employees who are demoted as a result of lay off action and who are subsequently returned to their prior grade level will be made whole for salary purposes. Current member who was negatively impacted will be made whole.**

Article X Grievance Procedure

- MP 68– 72 change the time frame from 5 working days to **10** working days and in MP 76 change 15 working days to **20** working days.
- MP's 69 and 74 the following statement will be added;
"Grievance responses sent via e-mail with a follow-up hard copy will serve as a sufficient".

Article XII Probationary Employees

- MP 103 B probationary period changed from 120 to **180** calendar days.

Article XIII Break-In and Qualifying Periods

- MP 106 A Break-In Period has been changed from "not to exceed forty (40) days to a **minimum of 30** work days. After 30 work days an employee may be displaced at the employer's discretion.
- Housekeeping changes;
- MP 116 A and MP 117 B reverse the order but leave the language the same.
- MP 116 A change "less than good" **"to rarely, occasionally or never"**
- MP 117 B change "good" i**"to consistently or frequently"**

Article XIV Seniority

- MP 131 c In those limited instances in which an employee has been out of the Bargaining Unit in excess of ninety (90) days and is subject to layoff due to an elimination of his/her position and subject to the provision that he/she has exhausted those alternatives to layoff provided members of his/her current employee group, the employee may at the discretion of the Employer be returned to a **vacant bargaining unit position**, provided the employee meets the stated qualifications of the position and is able to perform the work.

Article XVI Regular Job Vacancies

- MP 196 B The Employer shall notify, in writing by email, all Bargaining Unit applicants of the disposition of their application/**bid form. Such notification will be sent to the applicants at the time the position has been officially closed by Human Resources. Upon awarding any position to a bargaining unit member, notification will be sent to the bargaining unit chair person.**

Article XVII – Job Classifications

- MP 304 has been eliminated.

Article XXIV Unscheduled Closedowns

Housekeeping change to paragraph 252

- MP 252 When the Employer temporarily closes all or any portion of its operation due to power failure, Act of God or other cause beyond its control, employees instructed not to report for work shall receive their regular hourly rate of pay, exclusive of shift premium, for up to but not exceeding the first eight (8) hours such employees were previously scheduled but unable to work by reason of the Employer's closedown. For the remainder of such closedown or three (3) work days, whichever is less, employees may use sick leave or annual leave to the extent ~~each~~ such employee's accrued leave time shall so permit.
- MP 253 In the event of a temporary closing and where the timing of such decision shallso permit, the Employer shall make reasonable efforts to notify affected **by 6 a.m. for morning shift, 9:30 a.m. for afternoon shift, and 3:00 p.m. for evening shift.**
- MP 254 The University ~~will~~ shall also ~~announce closure information attempt to have notification to employees broadcast through various media outlets and local radio stations, such as:~~ **Information regarding any closings will be carried on**
 EMU Newslne (734.487.2460)
 EMU switchboard (734.487.1849)

WEMU (89.1 FM)
WJR (760 AM)
WWJ (950 AM)
WAAM (1600 AM)
The University Website as well as other radio and television stations

Article XXVII Miscellaneous

- A moratorium will be placed on penalties assessed for lost keys. The parties agree to discuss this matter separate from this set of negotiations.

Appendix B

- Appendix B will be removed from the back of the labor agreement and will be incorporated into the body of the labor agreement and will replace the existing chart in MP 385.

Appendix H

- Appendix H will be removed from the labor agreement.

Appendix K new language

- **During the 2007 negotiations the parties discussed creating a task force to review classification specification and the associated pay grades. The intent of this review is to insure that the classifications specifications are up to date, accurately reflect the duties and responsibilities of the classification and to make recommendations for change as appropriate.**
- **The task force will be comprised of an equal number of management and union members. The task force will be convened within 60 days of ratification of this agreement by the Board of Regents. At its first meeting the task force members will set up a timeline to complete the project within a defined number of days from the start of the project.**

The following memorandums of understanding consist of new contract language.

MEMORANDUM OF UNDERSTANDING
By and Between
EASTERN MICHIGAN UNIVERSITY
And UAW LOCAL 1975

RE: Grant Funded Positions

The parties agree to enter into discussions regarding grant funded positions 60 days after the ratification of this agreement. Any tentative agreement reached will be subject to membership approval.

MEMORANDUM OF UNDERSTANDING
By and Between
EASTERN MICHIGAN UNIVERSITY
And UAW LOCAL 1975

RE: Article XV: Layoff and Recall-Continuing Education Satellite Campuses

It is hereby understood and agreed by and between Eastern Michigan University and UAW Local 1975 that the following shall apply when there is a reduction of workforce to EMU clerical/secretarial employees:

Positions located in Continuing Education satellite campuses shall be subject to the following modification of Article XV: Layoff and Recall and should be subject to the following modification of the layoff and recall procedure:

Employees working at a satellite campus that are laid off or displaced from their position shall be able to exercise their seniority rights to secure another position in the following order:

1. First, within the same pay grade and classification on their campus:
 - a. Transfer to a vacant position, if any;
 - b. If there is no vacancy, replace the least senior employee.
2. Next, within the same pay grade and same classification series on their campus:
 - a. Transfer to a vacant position, if any;
 - b. If there is no vacancy, replace the least senior employee.
3. Next, within the same pay grade in another classification series on their campus:
 - a. Transfer to a vacant position, if any;
 - b. If there is no vacancy, replace the least senior employee.
4. Next, within successively lower pay grades on their campus:
 - a. Transfer to a vacant position, if any;
 - b. If there is no vacancy, replace the least senior employee.
5. If there is no vacancy and no less senior employee, then the employee will have the option to be placed into a vacant position on central campus if such a vacancy exists; or accept a layoff with recall rights to positions within their satellite campus. If there is no vacancy available on central campus, the employee will be laid off with recall rights to positions on their campus.

Employees laid-off or displaced from a position located on central campus shall be transferred to another position located on central campus in accordance with Article XV: Layoff and Recall. Should a laid-off employee be unable to be placed into a position on central campus and a vacant position located on a satellite campus exist that they qualify for; they may choose to be placed into the vacancy, or accept a layoff with recall rights to positions within central campus.

Satellite campus employees are not eligible to displace employees from central campus; also, central campus employees are not eligible to displace employees from satellite campuses.

For this MOU, it is understood that central campus positions are any position located within Washtenaw County and all satellite campus positions are located outside of Washtenaw County. Currently satellite campuses are located in: Traverse City, Monroe, Livonia, Jackson, Flint, Detroit and Brighton.

For this MOU it is also understood that the option to be placed into a vacant position or accept layoff is only offered to employees whose only option is to be laid off or accept a position located on a different campus from which they are currently assigned.

UAW Local 1975 accepts this procedure as the standard for applying Article XV: Layoff and Recall. Additionally, the provisions of this memorandum of understanding shall serve only to establish provisions for managing reduction of workforce as it affects satellite campus locations and shall not otherwise change or modify the parties' collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING
By and Between
EASTERN MICHIGAN UNIVERSITY
And UAW LOCAL 1975

RE: Article XV: Layoff and Recall

It is hereby understood and agreed by and between Eastern Michigan University and UAW Local 1975 that the following shall apply when there is a reduction of workforce to EMU clerical/secretarial employees:

Definitions:

For this MOU

Annual full-time position is any position that is normally scheduled to work 40 hours a week on a 12 month calendar year basis. A less than annual full-time position is any position normally scheduled to work 40 hours a week during the academic school year but has either no scheduled hours or a reduced schedule for spring and/or summer terms. When applying the reduction in workforce language to annual full-time employees and less than annual full-time employees we will treat both classifications as the same full-time employment status.

Part-time position is any position normally scheduled to work less than 40 hours a week during the academic year and/or calendar year. When applying the reduction in workforce language to part-time employees the university will treat all part-time employees as one employment status and will not take into consideration any specific percentage of appointment differences.

Position Elimination:

When following the process outlined within Article XV: Section A, for placing an employee whose position has been eliminated it is understood and agreed upon that the language is intended to be applied within the same employment status. Meaning that a full-time employee will have rights to other full-time positions, but will not be eligible to displace a part-time employee regardless of their seniority; and that a part-time employee will have rights to other part-time positions but will not be eligible to displace a full-time employee regardless of their seniority.

However, in the event that an employee is subject to "Be laid off" within their current employment status, the university may place them into a vacant position that they are qualified for within another employment status and the employee must accept this assignment and change in employment status or resign from their position within the university.

Position Reduction:

In the event that the university determines it necessary to increase or reduce an employee's employment status from part-time to full-time or full-time to part-time; the employee may elect to accept the change in employment status or elect to utilize their seniority rights in accordance with Article XV: Section A in an attempt to secure another position within the university with the same employment status. The affected employee's decision will be made in writing to Human Resources and their decision will be final.

The parties agree that this Memorandum of Understanding is agreed to without prejudice or precedent to either party's position as it relates to the grievance concerning a reduction in work force and displacement of a bargaining unit member that is currently at arbitration and before the arbitrator.

MEMORANDUM OF UNDERSTANDING
By and Between
EASTEN MICHIGAN UNIVESITY
And UAW LOCAL 1975

During the current negotiations the University and the Union discussed and reviewed several issues regarding clerical/secretarial staff training and development and the prospects for the future. The parties continue to recognize that staff training is a critical component in both protecting the integrity of the bargaining unit and in providing quality service to the University.

The University and the Union agree to meet in Special Conference no later than 60 days after ratification to develop a formal professional development plan. A part of this discussion will include how university/college classes (e.g., the Office Professional Certificate Program) educational courses, various training sessions/seminars, and on-the-job experience

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
EASTERN MICHIGAN UNIVERSITY
AND
UAW CS LOCAL 1975
CONCERNING DOMESTIC PARTNERS

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 agreed to omit from their collective bargaining agreement all rights and entitlements of UAW CS bargaining unit members with respect to domestic partnership benefits as described in their 2004-2007 collective bargaining agreement. Should such benefits later become permissible under applicable law, the parties hereby agree that these provisions shall be reinstated at the earliest practical date thereafter.

Further, the University will continue to evaluate the impact of the foregoing changes on the University community and consider benefit plan revisions consistent with applicable state and federal law. Any benefit plan revisions will be presented to the Union for consideration