

BOARD OF REGENTS
EASTERN MICHIGAN UNIVERSITY

SECTION: 1

DATE:

March 14, 2008

RECOMMENDATION

**COLLECTIVE BARGAINING AGREEMENT BETWEEN EASTERN
MICHIGAN UNIVERSITY AND AFSCME COUNCIL 25 LOCAL 3866**

ACTION REQUESTED

It is recommended that the Board of Regents approve the tentative collective bargaining agreement between Eastern Michigan University and AFSCME Council 25 Local 3866 and authorize the President and the University's Bargaining Committee to execute the Agreement on behalf of the Board of Regents.

STAFF SUMMARY

The recommendation is based on the outcomes of negotiations with the AFSCME Council 25 Local 3866 for a four year labor agreement. The new agreement is retroactive to July 1, 2007 and continues through June 30, 2011.

FISCAL IMPLICATIONS

The proposed Agreement is projected to increase the AFSCME Council 25 Local 3866 fiscal year 2007-08 compensation costs by \$229,949. A summary of the incremental impact of the contractual increases for prior contracts approved by the Board with the Food/Maintenance comparison is found in Exhibit A. A cost projection for the duration of the AFSCME Council 25 Local 3866 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.

Janice M. Stroh
University Executive Officer

March 12, 2008
Date

EXHIBIT A

EASTERN MICHIGAN UNIVERSITY

Incremental Impact of Contractual Increases on the Budget

<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	na	na	na	na	na	\$0	Currently in negotiations
Food/Maintenance	205.6	\$230,000	\$259,000	\$275,000	\$310,000	na	\$1,074,000	Pending board approval
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	\$3,873,000	\$3,598,000	\$4,342,000	\$310,000	\$0	\$12,123,000	

*Budgeted FTE as of 7/1/2007

Faculty and Professional Technical contracts were approved at the June 2007 board meeting.

Police Sargents were approved for a 1-year contract extention through 6/30/2008 at the June 2007 board meeting.

Food/Maintenance are pending approval at the March 14, 2008 special board meeting.

EXHIBIT B
EASTERN MICHIGAN UNIVERSITY
Cost Settlement: Food/Maintenance, ASFSCME COUNCIL 25 Local 3866
Proposal 2008

Impact salary increases will have on total wages

Base salary on current FM EE's (195 Actual FTE's)

Flat Rate Increase Amount (\$0)

Overtime or 7.3%

Shift Premium

Longevity or 2.9%

Total wages

Cost of fringe benefits (at 17.68%)

Total Compensation (wages and fringes)

Incremental Cost of increases (wages only)

Incremental Cost of increases (defined retirement contribution only) 1% first year

Incremental Cost of Increases with fringe benefits included

Potential Health Care Savings/Cost Avoidance

Option 1 Potential Cost Avoidance

Option 2 Annual Employee Contribution

Parking

Incremental Health Care Savings and Cost Avoidance

Incremental cost (wages only) including savings from health care

Incremental increase of total compensation

Percentage impact that changes to contract has on total wages

Percentage impact on total compensation including fringe benefits

Cumulative Incremental Cost of proposed contract

	7/1/2007	7/1/2008	7/1/2009	7/1/2010
	2.50%	3.00%	3.00%	3.00%
\$ 7,198,090	\$ 7,378,042	\$ 7,599,384	\$ 7,827,365	\$ 8,062,186
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 525,294	\$ 538,597	\$ 554,755	\$ 571,398	\$ 588,540
\$ 60,102	\$ 60,102	\$ 61,306	\$ 61,306	\$ 61,306
\$ 209,085	\$ 213,963	\$ 220,382	\$ 226,994	\$ 233,803
\$ 7,992,571	\$ 8,190,705	\$ 8,435,827	\$ 8,687,062	\$ 8,945,835
\$ 1,272,622	\$ 1,304,438	\$ 1,343,571	\$ 1,383,878	\$ 1,425,394
\$ 9,265,193	\$ 9,495,142	\$ 9,779,398	\$ 10,070,940	\$ 10,371,229
	\$ 198,134	\$ 245,122	\$ 251,236	\$ 258,773
		\$ 103,968	\$ 22,611	\$ 23,290
		9%	9%	9%
	\$ 229,949	\$ 388,223	\$ 314,154	\$ 323,579
		\$ (7,219)	\$ (7,219)	\$ -
		\$ (121,620)	\$ (11,567)	\$ (14,008)
		\$ -	\$ (20,696)	\$ -
		\$ (128,839)	\$ (39,481)	\$ (14,008)
		\$ 116,283	\$ 211,754	\$ 244,765
	\$ 229,949	\$ 259,384	\$ 274,673	\$ 309,571

2.48% 2.99% 2.98% 2.98%

2.48% 2.73% 2.81% 3.07%

\$1,073,577

EXHIBIT C

March 14, 2008
Tentative Agreement with AFSCME Council 25 Local 3866
New language changes appear in **bold** type

Article 45 Duration

- This is a **4** year labor agreement that is retroactive to July 1, 2007 and continues through **June 30, 2011**.

Article 28 Compensation

FY 2007-2008

- A **2.50%** across the board wage increase retroactive to July 1, 2007, for all bargaining unit members.

FY 2008-2009

- A **3.25%** wage increase effective July 1, 2008, for those employees in positions ranging from FM 1 through FM 19 and
- A **2.75%** wage increase effective July 1, 2008, for those employees in positions ranging from FM 20 and above.

FY 2009-2010

- A **2.75%** wage increase effective July 1, 2009, for those employees in positions ranging from FM 1 through FM 19 and
- A **3.25%** wage increase effective July 1, 2009, for those employees in positions ranging from FM 20 and above.

FY 2010-2011

- A **3.0%** wage increase across the board effective July 1, 2010, for all bargaining unit members.

Article 39 Uniforms

- The safety shoe allowance has been increased from \$60 to **\$70**.

Article 37 Retirement

- The retirement contribution for each bargaining unit member in TIAA-CREF has been increased from 8% to **9%**.

Effective July 1, 2008	9%
Effective July 1, 2009	9%
Effective July 1, 2010	9%

Article 8 Local Union President Release Time

- The union president's release time as defined in MP 42 has been reduced from 4 hours to **two (2) hours per day. One hour shall be taken at the beginning of the work shift and one hour at the end of the work shift or a mutually agreed upon alternative schedule.**

Article 32 Health Care

- **Effective July 1, 2008, the University shall provide and maintain the following medical benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing with the employee's ninety first (91st) day of employment.**
- **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 person, or full family coverage for the duration of the

(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 #309.)

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 July 1, 2008 through December 31, 2008: \$650 for single and \$950 for two person or family coverage.

Effective January 1, 2009 through December 31, 2009: \$709 for single and \$1,036 for two person or family coverage.

Effective January 1, 2010 through December 31, 2010: \$779 for single and \$1,139 for two person or family coverage.

Effective January 1, 2011 through December 31, 2011: \$865 for single and \$1,265 for two person or family coverage.

A new paragraph 304 has been added.

- **Except as hereinafter provided, the University shall pay its portion of health care cost dependent upon the employee's selected health care option for the period that the employee is on the payroll for more than one-half (1/2) of his/her regular scheduled workdays, and for the first three (3) months that the employee is off the payroll and absent on a Medical Leave of Absence. During this period dependent upon the health care option selected, the employee shall pay his/her portion of the health care costs. The employee will be responsible for the entire health care cost for those months following the first three (3) months that he/she is off the payroll because of such leave, except in those instances where an employee is injured on-the-job and is receiving worker's 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. When on an authorized unpaid non-medical leave of absence the employee will be responsible for his/ her benefit costs for the period that he/she is no longer on the active payroll.**

New language has been added at the beginning of paragraph 309.

- **The cost of medical benefits for eligible dependents in the following categories shall be paid in full by the employee.**

In paragraph 311 the reference to the effective date of the act at the beginning of the sentence has been removed. The new sentence now reads.

- **The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows extended health and dental coverage in the following situations....**

Article 33 Life Insurance, Group Life Insurance and Accidental Death and Dismemberment

- A reference to **Article 32, paragraph 304** has been added to the end of the first sentence of paragraph 324.
- A reference in paragraph 331 has been changed from paragraph 302 to paragraph **304**
- The health care waiver amount has been increased from \$900 to **\$1,200** per year. The following statement has been added to the end of paragraph 319.
- **It is understood that no contributions will be made to TIAA-CREF based on this waiver payment.**

Article 43 Miscellaneous

The following new language has been added to this Article.

- **Office Space**

For the duration of this labor agreement the union will not be required to pay rent for occupying their current office location. However, if the union relocates to a different office space the union will enter into a rental agreement and begin paying rent appropriate to the space they will be occupying.

Parking Fee

The following new language has been added.

- **Bargaining unit members will pay \$2.00 per week for a parking hang tag, commencing for the 2009-2010 school year. Such fees may be paid on a pre-tax basis through payroll deduction.**

Article 15 Shift Differential

- The shift differential rate for second shift employees has been increased from .40 to **.45** cents
- The shift differential rate for third shift employees has been increased from .50 to **.55** cents.

Article 33 Life Insurance

- The life insurance coverage for members who retire after the ratification of this agreement will increase from \$4,000 to **\$7, 000.**

Article 4 Temporary Employees

- The University will provide a **monthly** status report to the **Local Union President** regarding temporary employees.

Article 21 New Jobs

- The parties agreed that the union's concerns regarding the High Lift Operator issue may be brought forward for discussion at a Labor Management Meeting.

Article 7 Representation

Necessary housekeeping changes were made to reflect the current representational areas.

Article 13 Leaves of Absence

- A reference to **Article 32, paragraph 304** has been added to the end of the first sentence in paragraph 173.

Article 16 Unscheduled Closedowns

This section has been updated to be consistent with the University Policy

- **The University, unless additional notification is made, shall resume regular business at 11:00PM on the date the notification of an unscheduled closedown is made.**
- In the event of a temporary closedown and where the timing of such decision shall so permit, the Employer shall make reasonable efforts to notify affected employees by ~~76:00~~ a.m. through the following media:

EMU Newslane (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 35 Short Term Disability

This section has been updated to reflect the manner in which this benefit is being administered.

- **Changes in benefit amounts based on changes in base annual salary occur effective with the change in base annual salary. Base annual salary excludes supplemental appointments, longevity pay, overtime, and other extra compensation.**

Article 20 - Training and Development Opportunities

University Sponsored Job Training

- New language has been added to include **Wayne County Community College, and Jackson Community College** to the list of colleges in which an employee can seek reimbursement for university sponsored job training.

Article 2 Purpose and Intent

The following new language has been added.

- **The parties agree to work cooperatively to make the working environment safe for all employees in accordance with applicable state and federal laws and regulations.**
- The Employer and the Union encourage to the fullest degree, friendly, cooperative, **and trustworthy** relations between their respective representatives.

Article 9 Grievance Procedure

The following language has been added.

- **Disciplinary suspensions and terminations from employment shall be directly appealed to Step II.**

Language was changed in the grievance procedure to provide a mechanism for resolving grievances prior to the Local's decision to appeal cases to arbitration.

- **The parties agree that during this 20 twenty work day time frame or any mutually agreed upon extension, a meeting may be convened with the Union President, AFSCME Council 25 Staff Representative, and Director of Employee Relations with an effort to resolve grievances prior to arbitration.**

The following new language has been added.

- **AFSCME Council 25 will have sixty (60) calendar days from the date of the union's notice to the Employer of its appeal to Step III (Arbitration) to make a final decision and formally notify the Director of Employee Relations of its decision to either pursue the grievance to final and binding arbitration, or to withdraw the matter from the grievance procedure. If such written notice is not received by the Director of Employee Relations within the sixty (60) calendar day time frame, or any mutually agreed upon extension, the grievance is barred from arbitration and the Employer's Step II disposition of the grievance shall be final.**
- **Upon written request, Michigan AFSCME Council 25 will provide the Director of Employee Relations with a list of all closed cases.**

Article 11 Probationary Employees

- The probationary period has been changed from 120 calendar days to **180** calendar days.

Article 22 Work of Supervisors and Foremen

The following new language has been added.

- **Alleged violations of this Article will be brought to the Employer's attention. Upon the Union President's written request a Special Conference will be convened to discuss the incident.**

Article 23 Equalization of Overtime

- New language has been added to ensure that the **Local Union President** will receive an up to date list of overtime equalization hours.

New language has been added to address occasions when an employee works 16 continuous hours.

- **An employee who is required to work mandatory overtime as a result of emergency conditions, and works a total of sixteen (16) continuous hours, and is scheduled to work the following day, may request to adjust his/her starting time for the following day for up to a maximum of two (2) hours. The employee must seek and receive prior approval from the Zone Manager for all schedule adjustments. The employee must use annual leave or personal sick leave to cover the absence. Employees who do not have leave credits to cover their absence will not be approved for schedule adjustments. Any disputes arising out of a denial of a request or the application of this provision shall not be subject to appeal in the grievance procedure.**

Article 11 Vacancies

- New language has been added to paragraph 118 that an **employee must submit written notification of this request to his supervisor** if the employee desires to return to a former position during the first 20 days in a new position after promotion.
- New language has been added which recognizes that employee's must use **the Employer's Online Hiring System** when bidding and applying for jobs.

Addendum to the Master Agreement

- This section has been updated to reflect the Local Union' number change from ~~4666~~ to **3866**.

Facilities Maintenance Worker

- **The parties agreed to set aside the September 17, 1991, settlement of grievance #11191.** This action will now allow the hiring of additional FM-14 level workers and may provide more promotional opportunities for bargaining unit members.

Emeritus Status

- **It was agreed that subject to the approval by the Eastern Michigan University Board of Regents, the University's Emeritus Policy will apply to all eligible bargaining unit members.**

**Memorandum of Understanding
Group Health Benefits Waiver**

**By and Between
Eastern Michigan University
And the AFSCME Council 25 Local 3866**

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
Credit Hours**

**By and Between
Eastern Michigan University
And the AFSCME Council 25 Local 3866**

It is hereby understood and agreed that if during the life of this collective bargaining agreement, which continues through June 30, 2011, the University increases the number of credit hours covered in the Tuition Waiver policy then any increase will also be afforded to members of this bargaining unit who make proper application and are eligible to receive the benefits covered under this policy.

**Memorandum of Understanding
Domestic Partners**

**By and Between
Eastern Michigan University
And the AFSCME Council 25 Local 3866**

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 AFSCME employees with respect to domestic partnership benefits as described in their 2005-2007 collective bargaining agreement.

If however, during the term of this Agreement a decision is made by a court, the State of Michigan, and/or the Federal government that reverses this court decision, re-enacts, revises, and/or mandates a decision on the issue of providing domestic partner benefits to University employees, the domestic benefit provisions as contained in Appendix K of the 2006-2007 collective bargaining agreement shall be reinstated.