

**BOARD OF REGENTS**  
EASTERN MICHIGAN UNIVERSITY

SECTION: 37
DATE:
September 19, 2006

**RECOMMENDATION**

**REPORT: COLLECTIVE BARGAINING AGREEMENT BETWEEN EASTERN MICHIGAN UNIVERSITY AND THE EASTERN MICHIGAN UNIVERSITY POLICE OFFICERS LABOR COUNCIL**

**ACTION REQUESTED**

It is recommended that the Board of Regents approve the Collective Bargaining Agreement between Eastern Michigan University and the Eastern Michigan University Police Officers Labor Council 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 outcomes of negotiations with the Eastern Michigan University Police Officers Labor Council for a new three-year Collective Bargaining Agreement covering the period of July 1, 2006 to June 30, 2009.

**FISCAL IMPLICATIONS**

The proposed Agreement is projected to increase the University's Department of Public Safety Police Officers' fiscal year 2006-07 compensation costs by \$27, 074 within the provisional amount included in the FY 2007 budget. A cost projection for the duration of the Agreement is attached as Exhibit A. A summary of negotiated changes in the Agreement is attached as Exhibit B.

**ADMINISTRATIVE RECOMMENDATION**

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

**University Executive Officer**

**Date**

	Current Salary/Cost (Fiscal Year 2005/06)	July 1, 2006	July 1, 2007	July 1, 2008	Remarks
Total Base Wages	852,642	871,826	897,981	924,921	2.25% 7/1/06, 3% 7/1/07, 3% 7/1/08
Fringe Benefits @ 21.62%	184,341	188,489	194,144	199,968	Assumes constant benefits rate
Longevity	18,550	18,968	19,537	20,123	No contract changes; includes effect of wage adjustments
Overtime	107,754	110,179	113,484	116,889	Includes effect of wage adjustments
Shift Premium	9,432	9,432	9,432	9,432	\$0.40 for afternoon; \$0.50 for midnight and swing
Uniforms	11,700	12,600	12,600	12,600	\$650 per year increased to \$700 per year allowance
Total Compensation Costs	1,184,420	1,211,494	1,247,178	1,283,933	
% Increase from prior year		2.29%	2.95%	2.95%	
Cost variance from base fiscal year (July 1, 2005 thru June 30 2006)-Base Wages		19,184	45,339	72,279	
Cost variance from base fiscal year-Fringe Benefits		4,148	9,802	15,627	
Cost variance from base fiscal year-Longevity		417	986	1,573	
Cost variance from base fiscal year-Overtime		2,424	5,730	9,134	
Cost variance from base fiscal year-Shift		0	0	0	
Cost variance from base fiscal year-Uniform		900	900	900	
Total cost variance from base fiscal prior year		27,074	62,758	99,512	

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**Tentative Agreement between the Police Officers Labor Council (POLC)      EXHIBIT B**  
**And**  
**Eastern Michigan University**  
**August 25, 2006**

The parties have tentatively agreed to the following changes in the current agreement. The POLC bargaining unit membership has ratified the tentative agreement. Changes to the contract language are in bold print.

Article XXXI Duration and Amendment

A three year labor agreement commencing retroactive to **July 1, 2006** and continuing through **June 30, 2009**.

Article XXIII Compensation

A. Wage Adjustment

A wage adjustment for **2006-2007** of **2.25%** retroactive to **July 1 2006**, for all bargaining unit members on the active payroll as of **June 30, 2006**.

A wage adjustment for **2007-2008** of **3.0%** effective **July 1, 2007**, for all bargaining unit members on the active payroll as of **June 30, 2007**.

A wage adjustment for **2008-2009** of **3.0%** effective **July 1, 2008**, for all bargaining unit members on the active payroll as of **June 30, 2008**.

Article II Definitions

- 8 G. The terms, DIRECTOR, PUBLIC SAFETY; DIRECTOR OF EMPLOYEE RELATIONS; and ~~DIRECTOR, PERSONNEL SERVICES~~ **Associate Vice President of Human Resources**; ...

Article IX Communications

- 57 A. Employees shall be responsible for providing the University's Campus Police and ~~Personnel Service~~ **the Human Resources** Office ....

Article XVII Supplemental Employment and Conflict of Interest

- 123 B. "All employees engaging in, or in contemplation of entering in to a supplemental employment obligation shall report **in writing** to the Director..."

~~124----- Reports to the Director, Public Safety, shall be made on forms provided by the University and shall be updated each July 1 and whenever a change in outside employment occurs.~~

- 125 C. " Supplemental employment which does not interfere with an employee's full and faithful service to the University may be undertaken after **written** approval of the Director, Campus Police..."

Article XVIII Hours of Work

EXHIBIT B

C. Shift Preference

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

G. Compensatory Time Bank

150 a. ~~Earned and banked overtime shall be expended prior to June 30 of each year. Officers whose banked compensatory time is not expended prior to June 30 shall be compensated for such time at the rate set forth in XVIII E. 2 above.~~

Article XVI Personnel Files

107 An official personnel file shall be maintained on each employee by the University ~~Personnel Services~~ **Human Resources** Office.

~~416 8. medical records; and,~~

118 Upon the written request of an employee the ~~Director, Personnel Services~~ **Associate Vice President of Human Resources**, ... Examination of the personnel file shall be made in the presence of the ~~Director, Personnel Services~~ **Associate Vice President of Human Resources**.

120 Any employee desiring a copy of documents in his file shall submit a written request to the ~~Director, Personnel Services~~ **Associate Vice President of Human Resources**, ....

Article XX Seniority

E. Regular Job Vacancies

185 1.Regular bargaining unit vacancies shall be published **on the Human Resources' On Line Hiring System** by the ~~Personnel Services~~ **Human Resources** Office. ...

Article XXI Leaves of Absence

A. Personal Leave

197 ... Eligible employees desiring a personal leave of absence shall make written application through the Director, Public Safety, to the ~~Director, Personnel Services~~ **Associate Vice President of Human Resources**.

198 Upon good cause shown by the applicant, the ~~Director, Personnel Services~~ **Associate Vice President of Human Resources**, ...

223 ... ~~Director, Personnel Service~~ **Associate Vice President of Human Resources**.

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225 ... ~~Director, Personnel Services~~ **Associate Vice President of Human Resources,** ...

231 ... ~~Director, Personnel Services~~ **Associate Vice President of Human Resources.**

B. Medical Leave of Absence

202 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.**

In any case in which 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. In the case where the 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 designated or approved jointly by the University and the employee concerning the medical information in dispute. 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.

F. Sick Leave

222 ~~An employee may not use sick leave and concurrently receive benefits from a University authorized disability insurance plan.~~

223 change Director of Personnel Services in this paragraph to **Associate Vice President of Human Resources.**

224 change Director of Personnel Services in this paragraph to **Associate Vice President of Human Resources.**

225 change Director of Personnel Services in this paragraph to **Associate Vice President of Human Resources.**

227 ...be place on ~~Personal~~ **Medical Leave of Absence**

231 change Director of Personnel Services in this paragraph to **Associate Vice President of Human Resources.**

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G. Family Medical Leave Act (FMLA)

The entire section has been deleted. New language reads as follows:

**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.**

Article XXIV Group Benefits and Insurance

C. Group Medical Benefits Plan

1. **Blue Cross/Blue Shield Community Blue PPO (New Medical Plan)**

**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.**

5. In accordance with Section C 1. above and provided proper application and enrollment is made by an Employee, the University agrees ~~to pay the cost for~~ maintaining the medical benefits **plans** described in this Article...
6. **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 and to negotiate in good faith measures for containing and reducing that cost.**
9. **For those employee enrolled in Option #1 the University shall pay the aforementioned cost;; however, for those employees enrolled in Option #2, the cost sharing provisions of this option will still apply**
12. ... **It is understood that no contributions will be made to TIAA-CREF based on this waiver payment.**
13. ... **Employee for whom the waiver is granted shall receive \$75-\$85 per month which shall be prorated and paid with the regular bi-weekly pay...**

## EXHIBIT B

This paragraph was moved from Appendix D which will eliminate the need for Appendix D.

Eastern Michigan University will provide all employees with the opportunity to participate in a pre-tax flexible spending account (Section 125) to provide tax benefits for medical and dependent care expenses. The annual enrollment fee for this program shall be paid by the University.

### D. Short Term Disability

Maximum benefit increased from **\$350 to \$400**

### C. Dental Care Benefits *(same benefits just relocated in the CBA)*

#### Article XXVI: Uniforms and Equipment

354 B. Uniform allowance was increased from \$650 to **\$ 700** and plain clothes allowance increased from \$835 to **\$885**.

358 F. **The allowances as hereinabove provided will be prorated equal to time spent on an unpaid leave or off the University's payroll, exclusive of paid leave and leave resulting from compensable work-related injury.**

#### Article XXIX Miscellaneous

##### B. Education Opportunities

372 (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 schedule book for each semester.

374 and 387 These paragraphs were eliminated because the time from is not practicable and it does not create a financial hardship or burden on the employee.

376 Part time employees ~~on~~ **with** less than a fifty percent (50%) appointment are ineligible for tuition waiver benefits.

##### G: Parking Facilities

Employees shall be provided parking spaces, **and will pay a parking fee of \$2.00 per week. If administratively possible and to the extent permitted under applicable state and federal law, such fees may be paid on a pre-tax basis through automatic payroll deductions.**

EXHIBIT B

NEW ARTICLE

Fitness for Duty

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 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 an officer for an evaluation.



EXHIBIT B

ARTICLE XXIV  
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 month (8 weeks) period of time. Officer's are only eligible to receive this benefit if one the following three 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.

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 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.

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.

This constitutes the entire agreement.

\_\_\_\_\_  
For the Police Officers Labor Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Eastern Michigan University

\_\_\_\_\_  
Date

EXHIBIT B

Memorandum of Understanding  
Group Health Benefits Waiver

By and Between  
Eastern Michigan University  
And Police Officers Labor Council

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.

\_\_\_\_\_  
For the POLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Eastern Michigan University

\_\_\_\_\_  
Date

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EXHIBIT B

List of POLC Bargaining Teams

Eastern Michigan University:

David Trakul  
Cindy Hall  
Jeff Nesmith  
Robert Heighes  
Jackie Wiley

Police Officers Labor Council:

John Viviano  
Justin Scott  
David Whitelaw  
Norm Harrington  
Emily Cutright

Bargaining began on May 10, 2006 and the unit ratified the tentative agreement on August 22, 2006.

Bargaining was professional, collegial and respectful.