

Agreement Between
the
**Lansing Community College
Board of Trustees**

and

**Capital City Lodge No. 141
Fraternal Order of Police
(FOP) Labor Program, Inc.,**

Lansing Community College
Division

July 1, 2009 – June 30, 2012



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AGREEMENT

DESIGNATION OF PARTIES

This Agreement is entered into this ____ day of _____, 2010 between the Board of Trustees of Lansing Community College, hereinafter referred to as the "EMPLOYER" and the Capital City Lodge No. 141, Fraternal Order of Police, Labor Program Inc., Lansing Community College Division, hereinafter referred to as the "UNION." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

PREAMBLE

The Board of Trustees of Lansing Community College and the Capital City Lodge No. 141, Fraternal Order of Police, Labor Program Inc., Lansing Community College Division, recognize their moral and legal responsibilities under federal, state and local laws.

The College and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in their collective bargaining agreement their commitment not to discriminate because of race, creed, color, sex, national origin, age, height, weight, marital or handicap status (handicap as defined by state and federal statutes and regulations). It is also understood that whenever personal pronouns are used in this agreement the gender is neutral.

ARTICLE I - RECOGNITION

A. Recognition of the Union

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of the State of Michigan of 1965 as amended, the Employer hereby grants sole and exclusive recognition to the Union for the purpose of collective bargaining for all employees of the bargaining unit.

B. Definition of the Bargaining Unit

The bargaining unit consists of all regular full-time sworn Police & Public Safety Officers; Including Detective and Public Safety Officers/Dispatchers who are sworn officers within the department of Public Safety; EXCLUDING dispatchers who are not sworn Public Safety Officers and all others.

C. Notification

The Union will furnish to the Executive Director of Human Resources in writing within thirty (30) days of the signing of this Agreement, a list of officers of the Union and shall within thirty (30) days of any change in said list, advise the Executive Director of Human Resources in writing of such change.

ARTICLE II - UNION RIGHTS

A. Union Bargaining Committee

The bargaining committee of the Union will include not more than four (4) representatives. These representatives shall be composed of two (2) Union members of the Lansing Community College bargaining unit and two (2) non-Lansing Community College employee representatives. The Union will furnish the Human Resources Department with a written list of the Union's bargaining committee and any alternates, prior to the first bargaining meeting and substitution changes thereto, if necessary.

Whenever possible, bargaining sessions will be scheduled so as not to conflict with the scheduled working hours of the Police & Public Safety Officers who are members of the Union bargaining committee. In the event that it becomes necessary to conduct bargaining sessions during the regular shift hours of these employees, they will be paid the straight time hourly rate of pay for the actual time spent in negotiations.

ARTICLE III - BOARD RIGHTS*

A. Employer Rights in General

1. The Employer possesses and retains the sole power, duty and right to operate and manage its departments, agencies, programs and facilities, to carry out its business, and to carry out all constitutional, statutory and administrative policy mandates and goals. Any term or condition of

employment other than the wages, benefits and other terms and conditions of employment specifically set forth in other provisions of this Agreement shall remain solely within the discretion of the Employer to determine, establish, modify or eliminate without engaging in negotiations. The exercise of the Employer's discretion, judgment, powers or rights as to any such matter shall not be subject to review or attack through the Grievance Procedure.

Such retained Employer Rights include, but are not limited to, the right, without engaging in negotiations, to determine matters of managerial policy; mission of the Employer and its parts; the methods, means, and procedures to be used, and the services to be provided; organizational structure; the nature and number of facilities and departments and their locations; to establish classifications of work; to hire and increase or decrease the size of the work force; to assign personnel; to maintain order and efficiency and use outside assistance.

2. The Employer also reserves certain rights and powers, which are limited by the express provisions of this Agreement. These include but are not limited to, the right to discipline, suspend or discharge employees whose conduct or job performance is unsatisfactory to the Employer; to establish reasonable work rules and to fix and determine penalties for violation thereof; to fill vacancies within the bargaining unit; to lay off and recall personnel; to make judgments as to the skills and abilities of employees; and to establish and change work schedules. The Employer may exercise such expressly limited rights without engaging in negotiations, provided however, that these rights shall not be exercised in violation of any specific provisions of this Agreement and, as such, the exercise of such limited rights shall be subject to the Grievance Procedure.
3. This Agreement, including its supplements and exhibits (if any) concludes all negotiations between the parties during the term hereof, and satisfies the obligation of the Employer to bargain during the term of this Agreement. The Union acknowledges and agrees that the bargaining process under which this Agreement has been negotiated is the exclusive process for affecting terms and conditions of employment, and that the Employer is not obligated to address such terms and conditions under the Special Conference provisions. All negotiable terms and conditions not expressly restricted by this Agreement shall be within the sole discretion and control of the Employer to determine, establish, modify or eliminate without engaging in negotiations.
4. The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement including its supplements and exhibits attached hereto (if any), concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties, and supersedes all prior agreements and practices, oral and

written, expressed or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term.

B. Policies and Procedures

The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not conflicting with the provisions of this Agreement. The Employer shall inform employees of the establishment of new rules, regulations, policies and procedures before they are made the basis for any disciplinary action. If an employee or the Union believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement, a grievance may be filed within five (5) days after the establishment or application of such rule, etc., whichever first occurs.

ARTICLE IV - CONDITIONS OF EMPLOYMENT

A. Probationary Period

When a new employee is hired in the unit, he/she shall be considered as a probationary employee for the first twelve (12) months of his/her continuous, regular, full time employment. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, except no matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance procedure.

B. Employment and Termination

1. Establishment of Date of Hire

- a. A regular full-time employee's hire date shall be the date on which his/her most recent period of full-time employment began within the bargaining unit.
- b. The above mentioned hire date will not be altered or affected when an employee is on an approved leave of absence of one year or less.
- c. Transfer or promotion to another full-time position within the bargaining unit shall not affect an employee's hire date.
- d. An employee's date of hire shall entitle him/her only to such rights as are expressly provided for in this contract.

2. Loss of Seniority. An employee's seniority and his/her employment relationship with the College shall automatically terminate for any of the following reasons:

- a. If the employee resigns, quits, retires, or receives a pension (including a disability pension) from a plan sponsored by the College;

- b. If the employee is discharged or terminated and not reinstated through the procedures set forth in this Agreement;
- c. If the employee fails to give notice of his/her intent to return to work within three (3) working days and/or fails to report for work within ten (10) calendar days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address;
- d. If the employee is absent from work for three (3) consecutive working days without advising the employee's supervisor of a reasonable cause for such absence unless Employer notification was impossible due to circumstances beyond the employee's control. At the conclusion of the three (3) day period, the Employer shall notify the employee by certified mail that his/her seniority has been terminated;
- e. If the employee uses a leave of absence for purposes other than that for which it was granted;
- f. If the employee accepts a settlement from the Employer for permanent disability;
- g. If the employee makes a false and material statement on his/her application for employment or on any other departmental records or documents;
- h. If the employee has not been recalled from layoff for a continuous period of twenty four (24) months or for a period equal to the length of the employee's departmental seniority at the commencement of the leave of absence, whichever is less;
- i. If the employee has been on an unpaid leave of absence (other than military leave) for a period of twenty four (24) months or for a period equal to the length of the employee's departmental seniority at the commencement of the leave of absence, whichever is less;
- j. If the employee loses any certification required by State law to serve as a law enforcement officer (e.g., MCOLES, etc.), and is unable to be recertified within a reasonable period of time.

3. Notification of Voluntary Termination

An employee who voluntarily terminates his/her employment with the College shall notify the Human Resources Department at least two (2) weeks prior to his/her termination. An employee who fails to give two (2) weeks prior notification of termination shall forfeit all rights to compensation of accrued paid time off.

4. Notification of Involuntary Termination

In the event the College finds it necessary to terminate the employment of a member of the bargaining unit (for reasons other than reductions in staff or discharges for cause,) the College will provide at least two (2) weeks advance notice.

5. Benefits for employees who voluntarily terminate their employment will cease following the last day of employment.

C. Transfers

1. The College retains the exclusive right to transfer employees to other job classification within the bargaining unit and to change work assignments in order to provide those services essential to public health, safety and welfare, and those services essential to the continuous and uninterrupted operation of the College.
2. Light Duty Assignment. An employee covered by this Agreement who becomes temporarily physically or mentally disabled to the extent that the employee is unable to fully perform the essential functions of the employee's regular job (with or without reasonable accommodation), may be assigned available duties the employee is physically and mentally able to perform. The College's obligations hereunder shall be limited to offering available duties, and the College shall have no obligation to take duties away from other employees. An affected employee shall have no right to bump another employee, but an employee disabled in the line of duty shall be given preference in such assignments over an employee whose disability did not arise in the line of duty.
3. Preferred Assignments. At least once per contract year during the term of this Agreement, the College will give employees an opportunity to submit written requests to be considered for preferred assignments within the employee's current classification, and to describe their qualifications for such job assignments. Such written expressions of interest will be considered by the College in determining job assignments. The College shall have the right and discretion to assign employees within each classification, based on qualifications required for the assignment, operational needs of the department, and other reasonable factors. Upon request of the Lodge, the College will provide a written explanation of the reasons for selecting a particular individual for a particular assignment.

D. Reduction in Staff

The Union recognizes the exclusive right of the Employer to determine monetary savings to be achieved by reduction in personnel and/or operations and the exclusive right to determine the area in which such reductions will be made.

During a period of impending layoff, the Employer agrees to attempt to accomplish staff reduction by natural attrition (such as resignation, retirement, etc.) and will consider requests for voluntary leaves of absence without pay.

Prior to any reduction in staff, the Union will be provided an opportunity to present recommendations to the President or his/her designated representative(s) and the Board of Trustees regarding such reductions for consideration prior to the final decision.

Once the area to be affected by a staff reduction has been determined, the following process will be used:

1. Employees to be affected by the reduction in staff will be ranked by seniority.
2. Employees with the lowest seniority shall be laid off first.
3. Personnel affected by the reduction in staff will be afforded as much notice as possible, but in no event less than thirty (30) days, prior to the effective date of layoff.

Laid off employees eligible for recall will be recalled in the reverse order of their seniority. Recalled Employees will have their original full-time hire date restored for the purpose of paid time off hour accrual and salary schedule placement.

E. Hours of work

1. Normal Work Day

A normal workday for regular full-time employees shall consist of eight (8) hours, ten (10) hours, or twelve (12) hours as determined by the College and regularly scheduled for the employee. The workday shall include a paid 30 minute lunch period during which the employee shall remain available for service. A twelve (12) hour workday will also include two paid 15 minute breaks, one normally taken before the lunch period and one after, during which the employee shall remain available for service.

2. Normal Tour of Duty

A normal tour of duty shall consist of fourteen (14) consecutive calendar days during which a regular full-time employee shall be scheduled for ten 8-hour workdays, eight 10-hour workdays, or six 12-hour workdays plus one 8-hour workday, except during a tour of duty in which a recognized holiday is observed. Subject to Art. IV.E.6, employees may be assigned to work additional hours without the payment of overtime compensation (e.g., due to normal shift rotation).

3. Scheduling

Not less than annually, officers will select their shifts and campus (Main or West) to be worked in order of the officers' seniority. All schedules will be subject to the approval of management, and may be changed by management as deemed necessary for the good of the service based on operational considerations or other reasonable factors.

4. Changing

Employees may trade scheduled workdays after the schedule has been posted, provided they have obtained permission from supervisor(s) of the shifts involved, and provided such trade does not result in payment of overtime to either employee involved.

5. Pass Days

No more than seven (7) consecutive days will be regularly scheduled without a pass day, but such a schedule may occur in the event of an emergency. In the event that an employee's regular pass day is postponed due to emergency, the pass day may be taken later in the employee's tour of duty subject to management approval.

6. Overtime

- a. All hours actually worked in excess of 80 hours during a fourteen (14) hour day tour of duty shall be compensated at one and one-half times the employee's regular straight-time rate of pay. Overtime shall only be worked if authorized by the shift supervisor or manager responsible for the department at the time of the work, except under emergency conditions.
- b. If an employee is scheduled to work eight (8) hours per day, all hours worked in excess of eight (8) in any calendar day shall be compensated at the rate of time and one-half (1 ½).
- c. If an employee is scheduled to work ten (10) hours, four (4) days per week, all hours in excess of ten (10) in any calendar day shall be compensated at the rate of time and one-half (1 ½).
- d. If an employee is scheduled to work a twelve (12) hour day, all hours in excess of twelve (12) in any calendar day shall be compensated at the rate of time and one-half (1 ½).
- e. Hours in excess of an employee's regular schedule in a calendar day, resulting from a change in shift, shall be compensated at straight time.
- f. Emergency or Unscheduled Overtime.
 1. If the College has at least six hours notice that it is necessary to assign emergency or unscheduled overtime, a text message will be sent to all officers offering the work. The overtime will be assigned to the first officer to request the work, provided the officer is qualified to perform the available work and has had or will have at least eight hours of time off for rest immediately before or immediately following the overtime.

2. If not covered by a qualified volunteer, emergency or unscheduled overtime may be assigned as determined by the College, with due consideration to the circumstances.

7. Compensatory Time

Officers may request compensatory time in lieu of overtime at the same rate. The request must be made through the management official designated by the College and is subject to the manager's approval. No employee shall be permitted to accumulate more than one hundred twenty (120) hours of such compensatory time (1-1/2 times 80 hours of actual overtime work). Once having elected compensatory time the officer may not thereafter request overtime pay for the same time, except as provided by applicable law. An officer who wishes to use any earned compensatory time off should inform his or her supervisor how much time is requested, and the supervisor will schedule the employee for the requested amount of time off within a reasonable time period (defined as within 30 days after the request is received) unless doing so would cause overtime for other officers or would otherwise unduly disrupt operations of the Department. Whenever possible, the compensatory time off will be scheduled to be taken when mutually agreeable with the officer and the supervisor. The College will not require an officer to use compensatory time off. An officer taking compensatory time off will be paid for such time at the officer's regular rate in effect at the time. Earned compensatory time does not expire, and unused compensatory time will be paid to the officer (or to the officer's heir or estate in the event of death) following termination of employment in the bargaining unit.

8. Call In Pay

In those situations where an employee is called in for work which is not continuous with his/her scheduled work period and where he/she has not been notified in advance, the employee shall be provided with not less than two hours of work or pay in lieu thereof.

9. Court Appearances

Time spent by an officer in court or official hearings on matters relating to the officer's work activities, whether the officer is subpoenaed or directed to appear, shall be considered hours worked except when the officer is a private party to the proceedings (e.g., when the officer is adverse to the College, or the College is not a party, etc.). If such time is spent during off-duty hours, the hours worked will be subject to the Call-In Pay provision. Witness fees, mileage and other fees relating to the court or official hearing must be turned over to the department at the time the hours of work are reported.

10. Complaints and Warrants

Time spent by an officer obtaining warrants and complaints, or validating complaints, shall be considered hours worked, and any such time spent during off-duty hours will be subject to the Call-In Pay provision.

11. Pyramiding

Payment for overtime and call in time shall not be duplicated for the same hours worked as heretofore provided.

F. Discipline and Work Rules

1. Employees are expected to comply with reasonable rules, regulations and policies as adopted by the College as long as such rules are not inconsistent with the provisions of this Agreement.
2. The College shall have the right to post work rules spelling out reasonable standards of expected employee conduct. Copies of these work rules will be distributed to members of the bargaining unit.
3. The College supports the concept of progressive discipline as a means to improve the affected employee's work performance and agrees that the severity of the disciplinary action shall be proportionate to the alleged violation up to and including immediate discharge. The concept of progressive discipline may include the issuance of a warning (written and/or verbal), a reprimand suspension or disciplinary time off prior to discharge when the misconduct is not so severe, in the opinion of the College, as to warrant immediate suspension, disciplinary time off or discharge. Written notification of disciplinary action, with the exception of verbal warnings, will be provided to the employee affected. No non-probationary employee shall be disciplined without just cause; probationary employees are terminable at will. Upon request, an employee may be accompanied by a Union representative during an investigatory interview that might reasonably be expected to lead to disciplinary action against the employee, or during a disciplinary meeting at which the College intends to administer a disciplinary suspension or discharge.
4. Absent good cause for delay, an employee should ordinarily be notified as to any complaint against the employee that may result in discipline within 10 business days of an investigation in the alleged violation. Good cause could include, but is not limited to, the employee being on vacation or leave of absence, or the sensitivity of the investigation being such that informing the employee could compromise proper investigation of the complaint, etc. When practical, notification should normally be given at the employee's work site during regularly scheduled working hours. Upon request, an employee shall be given a full explanation of the reasons for delay in providing notification. Any procedural non-conformance with this subsection shall not be a basis for invalidation or modification of disciplinary action taken.

5. An employee must be notified of the complaint against him or her, and must be given an opportunity to respond to the complaint, before the College makes a final decision to impose any disciplinary action on the employee.
6. Whenever a criminal charge or charges are preferred by a warrant against an employee, it shall be the prerogative of the Employer to suspend the employee without prejudice and with or without pay until the charges, if any, within the criminal justice system are concluded.

G. Promotional Procedures

If the College determines to fill any Sergeant or Detective positions in the Department during the term of this Agreement, other than by recall or reinstatement, it will consult with the Lodge concerning procedures to be used.

ARTICLE V - EMPLOYEE BENEFITS

A. Holiday Worked Pay

1. Holidays listed are eligible for time and one-half pay for employees who work on the Holiday. These holidays will be New Year's Day, Martin Luther King, Jr., Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.
2. To be eligible for holidays worked pay, an employee must:
 - a. Be a regular full-time employee on the date the holiday occurs.
 - b. Work in full the regularly scheduled straight-time workday prior to and the regularly scheduled straight-time workday subsequent to the holiday. For purposes of this subsection employees on an approved paid leave of absence will be considered as having met the eligibility requirements of working the scheduled work day prior to and subsequent to the holiday.
3. A holiday for which an employee receives Paid Time Off compensation and during which he/she does not work shall be considered as time worked for purposes of this Agreement.
4. If employees covered by this Agreement work on any holiday designated above, they shall be paid for such holiday at the rate of one and one-half (1 ½) times the straight time base hourly rate. Employees working on the holiday may take additional PTO time up to the number of hours worked on the holiday to equate to 2 ½ times the straight time base hourly rate. Employees, who are scheduled to work on a holiday, but who request and are approved to have the holiday off, may be paid by utilizing Paid Time Off compensation.
5. Whenever a state or federal statute requires that any of the above designated holidays be observed on the day or date other than as set forth above, the

holiday shall be observed on the day or date prescribed by the controlling statute.

B. Paid Time Off

1. Combined Paid Time Off (PTO) will be accrued according to the following schedule:
 - 0 to 3 yrs of service = 216 hours/year
 - 3 to 6 yrs of service = 232 hours/year
 - 6 to 11 yrs of service = 256 hours/year
 - 11 to 15 yrs of service = 280 hours/year
 - 15 yrs + of service = 312 hours/year
2. Paid Time Off may be utilized for employee vacation, holiday, personal business time, family care time, sick time or other use as scheduled.
3. Requests for use of PTO must be made according to department protocol.
4. PTO bank balances may be carried forward into the next contract year up to amount of the employee's annual accrual level or may be transferred to the employee's Catastrophic Sick Leave Bank, at the employee's option.
5. PTO bank balances in excess of the amount eligible to be carried forward into the next contract year will be transferred into the employee's Catastrophic Sick Leave Bank.
6. Employees hired after the start of the contract year and employees terminating employment before the end of the contract year will receive a prorated amount of the annual PTO accrual. Employees beginning work on or before the 15th of any month and employees terminating on or after the 16th of any month will receive accrual credit for that month.
7. Retired, terminated, laid off employees, or employees that have resigned shall be paid for any earned PTO including any earned in the current fiscal year. All payments for PTO not used shall be at the base rate of pay earned at the time that the layoff, termination, resignation or retirement occurs. Two (2) weeks notice is necessary to qualify for this payment except in cases of involuntary termination.

C. Bereavement

1. When a death occurs in the employee's immediate family, the employee will be excused, upon request, for a maximum of five (5) working days.
2. An employee excused from work under this subsection shall, after making written application to the Human Resources Department through his/her immediate supervisor, receive the amount of wages that he/she would have earned by working during straight time hours on such scheduled days of work for which he/she was excused.

3. Leave time, for the purposes mentioned above, will not be deducted from sick leave time.

The employee's immediate family is defined as: current spouse, mother, father, son, daughter, brother, sister, grandfather, grandmother, mother in law, father in law, daughter in law, son in law, grandchild, and step children residing in the employee's household.

D. Leaves of Absence

Employees on an extended approved unpaid leave of absence shall not earn or accrue Paid Time Off during the period of absence.

Employees on an extended approved paid leave of absence shall not earn or accrue Paid Time Off during that portion of the leave of absence, which exceeds twenty (20) working days.

Accrued but unused Paid Time Off will be reinstated upon the employee's return to work.

1. Catastrophic Sick Leave
 - a. An employee shall not be entitled to use Catastrophic Sick Leave days before they are earned.
 - b. Sick leave balances eligible for carryover in 2005 will be transferred to the Catastrophic Sick Leave Bank..
 - c. Employees may not accumulate more than twelve hundred (1,200) hours pay within the Catastrophic Sick Leave Bank. The maximum number of Sick Leave hours that may be used at any one time is the number necessary to carry the employee through the ninety (90) consecutive calendar day qualification period for long-term disability.
 - d. Catastrophic Sick Leave Bank may be utilized when the employee's PTO bank balance reaches a level of 40 hours or less, for the following purposes:
 - The employee's illness, accident, or hospitalization; or
 - Illness, accident or hospitalization of a member of the immediate family (up to a maximum of two (2) days per year for family care).
 - e. Catastrophic Sick Leave days will not be applied to an illness or injury resulting from the performance of services for the College, which are covered by the provisions of the Worker's Compensation Act.
 - f. The College reserves the right to require written authentication of illness from a physician prior to granting the use of sick days. Cost of such authentication shall be the responsibility of the employee.
 - g. An employee within the bargaining unit may, each contract year, donate up to sixteen (16) hours of accumulated Catastrophic Sick

Leave Pay to no more than two (2) other unit members who are off work for an illness or injury and have used all available compensation.

2. Education Leave

The College may grant an unpaid leave of absence for the purpose of advanced study. Such leaves of absence shall not exceed one (1) year and must be approved by the Director of Police and Public Safety, the Vice President of Finance, and the Director of Human Resources.

An employee returning from an educational leave of absence of thirty (30) days or less shall be returned to his/her former position. Re-employment of individuals returning from an unpaid educational leave of absence of longer than thirty (30) days, but less than one (1) year will be contingent upon the availability of a position of equal status.

E. Insurance

1. General Provisions

- a. Benefits for new employees will be effective on the first day of the calendar month following the calendar month in which he/she was employed on a regular full-time basis.
- b. The amount and nature of benefits shall be governed by the terms of the group insurance policy and the rules and regulation of the carrier.
- c. Unless prohibited by the insurance carrier, the College shall allow an employee on an approved paid or unpaid leave of absence to continue his/her insurance benefits providing the employee makes direct payment(s) to the College for all insurance premiums.

2. Group Life Insurance

The College will pay the necessary premiums to provide each employee with a group term life insurance policy in the amount of \$50,000 with an accidental death rider of equal amount.

3. Long Term Disability

The College will pay the necessary premiums to provide a long-term disability (LTD) policy for each full-time employee. Said policy to provide for disability pay at 66 2/3% of monthly pay after a ninety (90) calendar day waiting period to a maximum of \$2,500 per month. Disability pay to continue until at least age 65 or until the employee is capable of work in the employee's profession, whichever occurs first.

Upon eligibility for LTD, the College would maintain for up to twelve (12) months the medical, dental, and optical benefits as would be provided if such person were actively employed. (Such person would pay any applicable contribution amount).

The Family Medical Leave Act (FMLA) would run concurrent with any leave taken for reasons covered by the Act, if such leave necessitates an absence of greater than thirty (30) calendar days, regardless of whether such leave is paid in part or whole or otherwise covered in whole or part by LTD. Such leave would be charged after the 30th day, provided statutory rights are afforded and statutory requirements are met.

The above language is not intended to reduce or increase the staff person's or the College's rights relative to incremental FMLA leaves as provided by the statute and regulations.

Other language for the contract would effectively continue the current language provided, however, where a change is necessary to incorporate the intent of the above paragraphs, such change(s), deletion(s), or addition(s) shall be reflected in the new language.

LTD benefits will be coordinated with payments from federal social security, Michigan Public School Employees Retirement Fund and worker's compensation benefits.

LTD benefits will be limited to twenty-four (24) months for those employees who are disabled due to a nervous, mental, alcohol or substance abuse condition.

For employment purposes, if the employee's disability continues for a period of two (2) years or more, the employee will be considered an automatic termination from employment.

4. Health care coverage and cost sharing during the term of this Agreement shall be the same as applied to other bargaining units through the Health care Task Force/Labor Coalition process, or any successor process involving a majority of the College's bargaining units.

5. Dental Insurance

The College will pay the necessary premium to provide a dental insurance plan, which will cover 85% of the reasonable and customary charges for preventive dental services, 75% of the reasonable and customary charges for restorative dental services, and 50% of the reasonable and customary charges for prosthodontic dental services. There will be no deductible and a maximum benefit per person per year of \$1,000.

6. Liability Insurance

The College will provide professional liability insurance as required for sworn Police and Public Safety Officers.

7. Vision Insurance

The College will provide a vision care program equal to the current Lansing Community College Vision Care Plan. The Board of Trustees reserves the right to name the provider. Brochures explaining benefit levels are available in the Human Resources Department.

F. Retirement

The retirement plan in effect at ratification of this Agreement shall be continued during the term of this Agreement, subject to amendment as necessary to maintain compliance with applicable law and regulation.

G. Admissions to Lansing Community College Courses

1. Employees will be granted tuition scholarships for course they desire, as long as these courses are taken outside of the employee's regularly scheduled working hours, including the lunch hour (AVT laboratory courses are exempt from the lunch hour restrictions). It is recognized that enrollment may be limited by such factors as facility and equipment limitations and current safety standards.
2. Employee dependents as defined by the Internal Revenue Service for income tax purposes, (including spouse and children) will be granted tuition scholarships for Lansing Community College courses for which they meet entrance requirements. It is recognized that student enrollment may be limited by such factors as facility and equipment limitations and current safety standards.
3. The College will implement a one year pilot program for access to the Fitness Center and Weight Room. The Program will be evaluated at the end of the year, to determine if it will continue for the following year. Under the program, the College will offer employees reimbursement for applicable registration, course and facility fees incurred for taking the Total Fitness or Weight Training classes or membership. Total Fitness and Weight Training tuition are covered under the employee's tuition scholarship. Employees may only attend the classes when off-duty and at times that do not interfere with use of the facilities by other students.

H. Employee Parking

1. The College will strive to provide parking at no cost for the surface lots. An annual parking fee shall be in effect for the College parking facility.
 - a. The annual charge will be pro-rated for the parking facility.
2. The College may require parking cards, decals or other methods of control for each employee car and will furnish parking cards, decals or other methods of control at College expense. If the cards, decals or other methods of control are lost or misplaced, a replacement fee will be charged.

3. No employee will be permitted to park more than one (1) vehicle in College parking facilities at any time.
4. In the event that the College finds it must increase its parking fees prior to the termination of this Agreement for all employees who have access to the facility, the College will notify the Lodge in writing thirty (30) days prior to implementation specifying the new rates as well as any other modifications proposed for change. The College will also notify the employees of the change and when that change will occur.

*If the College and Lodge subsequently agree to the recommendations of the Parking Task Force, Appendix C, the recommended changes will be entered into a Letter of Agreement. It is intended these recommendations will supersede the language in Article V, G, 1-4.

ARTICLE VI – CLOTHING AND EQUIPMENT

The College recognizes the need for its police officers to have a professional appearance and be provided with the necessary equipment to carry out the functions of their job. The College shall give due consideration to safety in providing, maintaining, and replacing as needed all uniforms and equipment for the police officers.

It is understood that employees must wear proper dress and maintain proper use of College owned equipment.

Lost or misplaced equipment or clothing will be replaced at employee expense.

Employees terminating their employment (voluntarily or involuntarily) will return all College equipment and clothing at the time of termination.

Foul weather boots and uniform dress shoes will be repaired or replaced as necessary

An annual clothing allowance of \$300 will be paid to an employee assigned to a detective/plain clothes assignment. This will be paid after successful completion of a 90-day probationary period as determined by the Director of Police and Public safety. Payment will be made upon presentation of receipts for approved items, which include footwear, pants, shirts, sport coats, suites and outerwear.

ARTICLE VII - GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as a complaint or dispute by an employee or employees covered by this Agreement, arising during the term of this Agreement, concerning the application or interpretation of a specific provision or provisions of this Agreement as written. A grievance which directly affects two or more employees covered by this Agreement may be initiated by the employees affected or may be processed as a “group grievance” by the Union as the grievant, but not both.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as possible.

Nothing in this Agreement shall be construed as limiting the right of any grievant to discuss the matter with any appropriate member of the administration and having the grievance adjusted without intervention of the Union, provided the adjustment is consistent with the terms of this Agreement.

C. Procedural Compliance

The procedural requirements, including time limits, established in the Grievance Procedure shall be followed by the parties. If the grievant(s) or the Union fails to act within the time limits and other requirements specified, the grievance shall be considered resolved and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding. If the Employer fails to act within the time limits and other requirements specified, the Union may advance the grievance by filing a timely written appeal to the next step of the Grievance Procedure. Time limits may be extended or waived only by mutual written (or electronic) agreement of the parties, and not by any other method. Neither party will unreasonably withhold such agreement. As used in this Article, "week days" means Monday through Friday, excluding recognized holidays observed by the College on those days. The first week following an occurrence (or following the date on which an employee should reasonably have known of the events giving rise to the grievance) is the first day to be counted toward time limits.

D. Grievance Procedure

1. All grievances except group grievances and those involving a discharge or disciplinary suspension without pay shall be processed in the following manner:

STEP 1: An employee with a grievance (other than a discharge or disciplinary suspension without pay) shall, within five (5) week days of the occurrence which gave rise to the grievance or within five (5) week days of the date the employee first reasonably should have known of the events which gave rise to the grievance, discuss it with the senior officer of the Department with the object of resolving the matter informally. If requested by the employee, a Union Steward may be present.

STEP 2: If the grievance is not satisfactorily resolved at Step 1, it shall be reduced to writing, setting forth in detail the facts and specific provision or provisions of the Agreement alleged to have been violated, and stating the settlement desired. The written grievance shall be signed by the aggrieved employee(s) and the Union Steward. Within seven (7) week days of the occurrence which gave rise to the grievance or within seven (7) week days of the date the employee first reasonably should have known of the events which gave rise to the grievance, the written grievance shall be presented to the grievant's Department Manager (which in some cases may be the grievant's

immediate supervisor senior officer of the Department. Within five (5) week days thereafter, the senior officer of the Department and the Human Resources Director shall meet with the grievant and the Union Steward to discuss the matter. The senior officer of the Department shall thereafter place his or her written disposition and explanation upon the grievance and return it to the Union Steward or grievant within five (5) week days after such meeting.

STEP 3: If the grievance is not satisfactorily resolved at Step 2, it shall be appealed by writing on the grievance form a brief explanation of the reasons for rejecting the Step 2 disposition, and any change in the settlement proposed. The appeal shall be signed by the Union Steward and the aggrieved employee(s), and within ten (10) week days following the Step 2 discussion, presented to the Senior Administrator responsible for the Department. Within ten (10) week days thereafter, the Senior Administrator responsible for the Department (or his or her designated representative) and up to two additional College representatives shall meet with the grievant(s), the Union Steward and up to two additional Union representatives to discuss the matter. The Senior Administrator responsible for the Department (or his or her designated representative) shall thereafter place his or her written disposition and explanation upon the grievance and return it to the Union Steward or grievant within five (5) week days after such meeting.

2. A group grievance or a grievance involving a discharge or disciplinary suspension without pay, shall be reduced to writing, setting forth in detail the facts and specific provision or provisions of the Agreement alleged to have been violated, and stating the settlement desired. The written grievance shall be signed by the Union Steward and the aggrieved employee(s). Within seven (7) week days of the occurrence which gave rise to the grievance or within seven (7) week days of the date the employee(s) first reasonably should have known of the events which gave rise to the grievance, the written grievance shall be presented to the Senior Administrator responsible for the Department (or his or her designated representative). Within ten (10) week days thereafter, the Senior Administrator responsible for the Department (or his or her designated representative) and up to two additional College representatives shall meet with the Union Steward and up to two additional Union representatives to discuss the matter. In a case involving discharge or disciplinary suspension without pay, the grievant shall also be present if requested by either party. The Senior Administrator responsible for the Department (or his or her designated representative) shall thereafter place his or her written disposition and explanation upon the grievance and return it to the Union representative or grievant within five (5) week days after such meeting.

E. Mediation

1. The parties may enter into voluntary mediation of a grievance concerning disciplinary action other than a discharge or suspension without pay, provided if such a grievance is submitted to mediation and the parties fail to reach agreement, it shall be resolved by the mediator and the mediator's resolution shall be final and binding upon the Union, the Employer and the employee(s).

2. The parties may enter into voluntary mediation of any other grievance provided that mediation shall not delay the processing of the matter through arbitration. If a satisfactory resolution is achieved through mediation, the resolution shall be final and binding upon the Union, the Employer and the employee(s).

F. Arbitration

1. If the aggrieved is not satisfied with the disposition of the grievance under subsection D.1 or D.2, or if no disposition is issued by the Senior Administrator responsible for the Department (or his or her designated representative) within the timelines specified, the Union may submit the grievance to arbitration by filing a written request for a panel of seven arbitrators with the Michigan Employment Relations Commission within thirty (30) calendar days after the Senior Administrator responsible for the Department (or his or her designated representative) either issues a disposition or the timeline expires without a disposition being issued. Any grievance not submitted to arbitration in accordance with this Section shall be considered resolved and withdrawn on the basis of the Employer's last action or disposition, and such resolution shall be final and binding.
2. If a grievance is timely submitted to arbitration, the parties may mutually agree upon an arbitrator to hear the grievance. If the parties are unable to mutually agree upon an arbitrator, the arbitrator shall be selected by each party (Union first) alternately striking a name from the panel provided by the Michigan Employment Relations Commission, and the last remaining person shall serve as the arbitrator. Should the parties determine that a panel of arbitrators from the Michigan Employment Relations Commission is unsatisfactory, they may reject the panel and request another instead of commencing the striking process.
3. The jurisdiction of the arbitrator and the arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall make every effort to begin the hearing on the grievance within sixty (60) calendar days of the notice of selection, unless extended by the mutual agreement of the parties. The arbitrator shall, at all times, be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect, either directly or indirectly, nor shall the arbitrator have any power to change any classification, wage rates, workloads, or performance standards or to rule on any claim arising out of any insurance or pension program under this Agreement, or to issue any award or ruling modifying any matter covered by statute, regulation or to decide any claim which could be asserted as a violation of any employment discrimination statute, law or regulation. If the issue of arbitrability is raised, the arbitrator shall not, without the express agreement of the Employer and the Union, determine the merits of any grievance unless arbitrability has been affirmatively decided by the arbitrator. The arbitrator shall not issue any award or fashion any remedy which in any way directly or indirectly alters or amends the Employer's exercise of its management's rights as specified in Article III.A.1, or which is in any way inconsistent with the Employer's exercise of such rights. The arbitrator's award shall be issued (postmarked) within thirty (30) days after the close of the hearing or the receipt of the parties' briefs (if any), unless the time is extended by the

mutual agreement of the parties. Any award of the arbitrator shall not be retroactive to more than seven (7) days prior to the time that the grievance was first submitted in writing. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees; however, the Employer and the Union reserve the right to challenge an arbitrator's award which exceeds the arbitrator's jurisdiction, authority or powers to any degree, or which may be otherwise unenforceable.

4. The College and the Union shall cooperate in order to insure the rights of both parties to adequate preparation time and the presentation of each party's positions at the hearing, provided every effort will be made to avoid interference with the Employer's regular business operations. Any on-duty employee witnesses called to testify by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of their testimony (direct or rebuttal, if required), each witness shall be excused to return to work.
5. Each party to the arbitration shall bear the full costs and expenses of its own witnesses and representatives, including pay for all working time lost during an employee's regularly scheduled hours of work (except the College will pay such time for on-duty employee witnesses other than the grievant(s) called to testify in accordance with subparagraph 5). The compensation and expenses of the arbitrator and any costs incurred in connection with the location of the arbitration shall be paid one-half by the College and one-half by the Union.

ARTICLE VIII - UNION SECURITY

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of employment, to continue membership in the Union for the duration of this Agreement.
- B. Employees hired, re-hired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement and who subsequently become members of the Union or elect to pay a representative fee shall thereafter continue membership in the Union or pay the representation fee for the duration of this Agreement.
- C. The Union shall indemnify and save the Employer harmless for any and all such claims, demands, suits, or any other action arising from this Article.

ARTICLE IX - AGREEMENT IMPLEMENTATION

To facilitate the interpretation and administration of this Agreement, where interpretation of provisions contained in this contract appear unworkable by either party to the contract, or in need of interpretation by either party to the contract, or where administrative procedures are required to implement the provisions, the President of the union and/or his/her designated representative and the Executive Director of Human Resources and/or his/her designated representative will meet following the initial written request of either party within ten (10) working days following the date of the request to determine the meaning of a provision interpretation and/or remedial procedures required. These time limits may be waived

by mutual agreement. Such determinations, if mutually agreed upon, shall be submitted in writing to the Union by the President of the Union and submitted in writing to the L.C.C. Board of Trustees or its duly authorized agent by the Executive Director of Human Resources for their approval and confirmation. Upon approval and confirmation by both constituent agencies, the determined interpretation and/or procedure shall be considered a part of the Agreement.

ARTICLE X - COMPENSATION

A. Salary Adjustments

Effective July 1, 2009, the salary schedule shall be:

	2009-2010
Step 1	40,217
Step 2	42,228
Step 3	44,339
Step 4	46,557
Step 5	52,552

For the 2009-2010 contract year, employees at step 4 or below of the 2008-2009 salary schedule will move to the next higher step on the 2009-2010 salary schedule. For the 2010-2011 and 2011-2012 contract years, employees at Step 4 or below will advance one step on the salary schedule then in effect, absent other agreements of the parties.

Either party may re-open negotiations with respect to wages only, by delivering written notice of reopening to the other party during the month of April, 2010, or the month of April, 2011.

If the contract expires and no successor agreement has been negotiated, employees shall not further advance on the steps until a successor agreement has been reached, unless otherwise agreed to by the parties in writing.

B. Officer Training Compensation

Each officer assigned training duties with new recruits will be compensated at the rate of one (1) hour of the officer's straight hourly rate for each day a recruit is assigned to them.

C. New Hires

All new employees will be subject to a probationary period of one year, regardless of their starting pay level.

At the discretion of the Director of Police and Public Safety, a new employee with previous experience may be started at a level higher than step 1 as follows:

1. Equivalent experience of zero up to three years – Step 1.

2. Equivalent experience of three up to five years – Step 2.
3. Equivalent experience of five years or more – Step 3.

Previous experience is defined as follows:

1. Length of time employed as a certified police officer (in or out of state).
2. Length of time employed as a non-sworn employee of the Police and Public Safety Department.

Previous experience may be calculated and equated as follows:

1. Length of prior certified police experience may be equated at a rate of up to 1:1.
2. Length of prior non-sworn Police and Public Safety Department employment may be equated at a rate of up to 2:1 (i.e. two years of non-sworn PPSD experience may be credited as up to one year previous experience).

ARTICLE XI - MANAGEMENT SECURITY

- A. The parties of this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to public health, safety, and welfare and essential to the continuous and uninterrupted operation of the College during the regular school year. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by its officers, or by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment or picket the employers' premises. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts, or other alterations of existing work performance patterns that interfere in any manner or to any degree with the services of the College.
- B. Any violation of the foregoing shall be made the subject of disciplinary action or discharge from employment as to employees, subject to the discharge and disciplinary action provisions contained in Article IV of this contract, and/or of exercise of any legal right or remedy as to the Union, and/or cancellation of this Agreement by the Employer.

ARTICLE XII - WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the College and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this

Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE XIII - SAVINGS

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions, or applications shall continue in full force and effect.

ARTICLE XIV - DURATION OF AGREEMENT

This Agreement shall commence July 1, 2009, and shall continue in full force and effect until midnight, June 30, 2012, when it shall terminate. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Upon mutual agreement of the parties, this contract may be amended or modified at any time during its term.

FOR THE BOARD OF TRUSTEES

FOR THE UNION

Chair, LCC Board of Trustees

President, LCC Chapter, FOP

Secretary, LCC Board of Trustees

Fraternal Order of Police Representative