

9021

6/30/94

AGREEMENT

BETWEEN

THE

LANSING COMMUNITY COLLEGE
BOARD OF TRUSTEES

AND

LABOR COUNCIL

MICHIGAN FRATERNAL ORDER OF POLICE

LANSING COMMUNITY COLLEGE
PUBLIC SAFETY OFFICERS DIVISION

1991-1994

Lansing Community College

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A G R E E M E N T

DESIGNATION OF PARTIES

This Agreement is entered into this 1st day of July, 1991, between the Board of Trustees of Lansing Community College, hereinafter referred to as the "EMPLOYER" and the Labor Council, Michigan Fraternal Order of Police, Lansing Community College Public Safety Officers 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 Labor Council, Michigan Fraternal Order of Police, Lansing Community College Public Safety Officers 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 handicapped status (handicapped as defined by state and federal statutes and regulations). It is also understood that wherever personal pronouns are used in this Agreement, that the gender is neuter.

A R T I C L E 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 covered by the bargaining unit.

B. Definition of the Bargaining Unit

The bargaining unit consists of all regular full-time sworn Public Safety Officers including Detective Sergeant 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 Director of Personnel 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 Director of Personnel in writing of such change.

ARTICLE I I

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 Personnel 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 Public Safety Officers who are also members of the Union bargaining committee. In the event it becomes necessary to conduct bargaining sessions during the regular shift hours of these employees, they will be paid their straight time hourly rate of pay for the actual time spent in negotiations.

B. Professional Conferences or Conventions

One (1) day per year for one (1) person for purposes of professional development subject to the approval of the Director of Public Safety. Such request must be made at least seven (7) days prior to the posting of the monthly work schedule. An unused day may not be carried forward from one fiscal year to the next.

ARTICLE I I I

BOARD RIGHTS*

The Union recognizes that the Employer reserves and retains solely and exclusively, all rights to manage and direct its work force and to manage and operate the Employer's affairs.

All rights, prerogatives, functions, powers, and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer. It is recognized that the management of the College, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Board. Among the rights and responsibilities belonging to the Board are the rights to decide the number and locations of its facilities, work to be performed, amount of supervision necessary, and schedule of work.

It is further recognized that the responsibility for the administration of the College, including the selection and direction of the working forces, the right to hire, suspend or discharge, assign, promote or transfer, to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Board.

The Employer shall retain the right to amend, supplement, or add to its rules or regulations during the term of this Agreement provided, however, the Employer shall notify the Union whenever possible of any such amendments, supplements or

additions at least fifteen (15) days in advance of their effective date. A rule may be subject to the grievance procedure only when it is applied to an employee of this bargaining unit in an unreasonable or discriminatory manner.

*The rights of the Board as contained within this section may be delegated to a properly designated representative.

A R T I C L E I V

CONDITIONS OF EMPLOYMENT

A. Probationary Period

When a new employee is hired in the unit, he shall be considered as a probationary employee for the first twelve (12) months of his 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 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. An employee's hire date shall not be affected by transfer or promotion to another full-time position within the bargaining unit.
- d. An employee's date of hire shall entitle him only to such rights as are expressly provided for in this contract.

2. Termination of Hire Date

An employee shall lose his status as an employee and his hire date shall terminate if:

- a. He resigns or quits.
- b. He is discharged or terminated and not reinstated.
- c. He retires.
- d. He is absent for three (3) consecutive work days without notifying his supervisor.

3. Notification of Voluntary Termination

An employee who voluntarily terminates his employment with the College shall notify the Personnel Department at least two (2) weeks prior to his termination. An employee who fails to give two (2) weeks prior notification of termination shall forfeit all rights to compensation for accrued vacation days.

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

The College retains the exclusive right to transfer employees to other job classifications 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.

D. Certified Dispatch Officer-Assignment

Certified/Sworn Public Safety Officers assigned to dispatch and who are subsequently assigned to perform the duties of a Public Safety Officer, will be compensated at the established pay range minimum salary for a Public Safety Officer (Appendix B) for all hours worked as a Public Safety Officer during that week. For the purpose of calculating the hours worked in a given week, the work week will commence at 12:01 a.m., Sunday, and continue through 12:00 midnight on the following Saturday.

E. Reduction in Staff

1. 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.
2. Prior to any reduction in staff within the Union, due to insufficient funds or decreased enrollment, the Union will be provided an opportunity to present to the Employer, the Union's recommendations regarding such reductions for the consideration of the Employer prior to notification of layoff. This meeting will be held within a reasonable time period after the Employer's decision that a reduction in force is necessary.
3. Once the area to be affected by staff reduction has been determined, the following process will be used in reducing personnel:

Employees to be affected by the reduction in staff, within the designated area, will be ranked in accordance with the following factors:

Length of full-time service at the College as of the date of layoff.

+

The mean of the three (3) preceding semi-annual individual evaluation scores, if available, divided by 20. [If three (3) semi-annual evaluation scores are not available, for reasons

such as probationary status or employees being on an extended leave of absence, then the most recent evaluation score(s) will be used.]

= total point score

Reductions in staff will be determined based on the total points calculated in accordance with the factors mentioned above. Employees with the lowest total point score will be the first to be affected.

4. Recall of a laid off employee, to the vacated position, will be effective for a period of six (6) months from the date of the layoff. Laid off employees will be returned in the reverse order of their total point score.

F. Hours of Work

1. Normal Work Day

A normal work day for regular full-time employees shall be eight (8) hours, unless regularly scheduled otherwise, including a one-half (1/2) hour lunch period during which time the employee shall be on call.

2. Normal Work Week

A normal work week for a regular full-time employee shall be five (5) consecutive normal work days, provided however, that an employee may be assigned to work additional consecutive work days without the payment of overtime compensation in order to accommodate normal shift rotation.

3. Scheduling

The Employer shall post a work schedule seven (7) days prior to its effective date. The Employer reserves the right to make any necessary changes to a posted schedule due to an employee's illness, employee's absence from work, emergency situation, and for any other unforeseen circumstances.

4. Changing

Employees covered hereby may change a scheduled work day after the schedule has been posted, if they receive permission from their supervisor of the shifts involved.

5. Pass Days

No more than seven (7) consecutive days without a pass day will be scheduled. Any schedule over seven (7) days without a pass day, the Employer will pay the employee at the rate of time and one-half (1 1/2).

6. Emergencies

Pass days may be postponed for emergency purposes, as defined by the Director of Public Safety or his designee in the Director's absence, but pass days so postponed may be taken at a later date subject to management approval.

7. On Call

The term "On Call" means that situation where an off duty employee is officially advised by a designated department representative that he should be prepared to return to duty. The employee so being informed shall then remain at home or a location no further from his home to the station and which is made known to the department, and be in full control of his faculties if ordered to return to duty. The on call status will be terminated by a return telephone call to the individuals on call. Employees who are placed on an on call status shall be credited at the rate of one-half (1/2) hour compensatory time for each hour they remain on the on call status beyond an initial four (4) hour period.

8. Overtime

- a. General - All hours worked in excess of eight (8) in any calendar day shall be compensated at the rate of time and one-half (1 1/2). Hours in excess of eight (8) in a calendar day, resulting from a change in shift, shall be compensated at straight time.
- b. Approval - All overtime shall be authorized by that shift supervisor who is in charge of the department during the period of time when the overtime is actually worked, or the individual officer's immediate supervisor, except under emergency conditions.

9. Compensatory Time

Officers may request time and one-half (1 1/2) compensatory time in lieu of time and one-half (1 1/2) pay for overtime hours worked. These requests must be made through the Director of Public Safety, or his designee, and are subject to the approval of the Director of Public Safety, or his designee.

10. Call In Pay

In those situations where an employee is called in and where he has not been notified in advance and the call in period is not continuous with his regular work period, the employee shall receive not less than two (2) hours of work at the time and one-half (1 1/2) rate.

11. Court Subpoena

Officers subpoenaed or directed into court on matters involving work related activities, including Probate Court and official hearings, during off-duty hours shall be compensated at the rate of time and one-half (1 1/2) their regular hourly rate for a minimum of two (2) hours. Where witness fees are provided, the amount of these witness fees shall be turned in to the Director of Public Safety or his designee. Any officer claiming overtime under these provisions shall provide to the department a statement of the amount of witness fees received at the time he submits his overtime request.

12. Complaints and Warrants

Employees who are required to obtain complaints and warrants, and validate complaints while off duty shall be compensated at the rate of time and one-half (1 1/2) for a minimum of two (2) hours.

13. Pyramiding

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

14. Other Provisions

No compensation shall be provided for the time necessitated by the employee's negligence.

G. Discipline and Discharge

1. Discipline is primarily the responsibility of the Director of Public Safety, or his designee, and is intended to be a positive or developmental process for the individual as well as the Department of Public Safety rather than a negative or punishing procedure.
2. When it is determined by the Employer that discipline or discharge is necessary, such discipline or discharge shall be imposed by the Director of Public Safety or his representative.
3. The levels of discipline that the Employer may utilize include: an oral reprimand; a written reprimand; the loss of accumulated compensatory time or future pass days; suspension without pay for a period not to exceed thirty (30) days; or dismissal depending upon the severity of the violation.
4. In the event of disciplinary action other than oral reprimand, the employee involved shall be provided, by the Employer at the time of the discipline, a complete written statement of the charges against him; with a brief and concise statement of why this action is being taken.
5. The employee shall have the opportunity to meet with his Union representative at the time he receives disciplinary action involving lost time and the Union representative shall be present if so requested by the employee at the time the action is taken.
6. The employee shall have an opportunity to submit written evidence of rebuttal to any charges against him, and such rebuttal shall become part of his record.
7. In the event the employee does not accept the imposed disciplinary action, he and/or the Union representative may submit a written grievance beginning at Level Two of the grievance procedure as set forth in Article VII.
8. 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 without pay until the charges, if any, within the criminal justice system are concluded.
9. While it is considered that an employee who is charged in the criminal justice system with violation of a criminal act should be suspended without pay until final determination of the case, an exception may be made if the Director or his designee shall conclude that the charge appears flimsy and fanciful with strong probability of innocence, in which event he will authorize alteration in suspension to one with pay.

10. Complete acquittal of disciplinary charges may entitle the employee to back pay at regular rate for the time of his suspension without pay minus any compensation derived from the Employer (for example, but not limited to unemployment insurance payments) and any compensation derived from other sources during time periods which would have been occupied by scheduled employment with the Employer had the employee not been suspended or dismissed.

A R T I C L E V

EMPLOYEE BENEFITS

A. Holidays

1. The following shall be considered as holidays for the purposes of this Agreement:
 - a. New Year's Day
 - b. Memorial Day
 - c. Independence Day
 - d. Labor Day
 - e. Thanksgiving Day
 - f. The Day Following Thanksgiving Day
 - g. Christmas Day
 - h. Two (2) additional days off with pay, the day before Christmas and the day before New Year's Day, will be granted whenever Christmas Day and New Year's Day fall on a Tuesday, Wednesday, Thursday, or Friday.
2. To be eligible for holiday 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 work day prior to and the regularly scheduled straight-time work day subsequent to the holiday.
3. A holiday for which an employee receives holiday pay and during which he did not work shall be considered as time worked for the purposes of this Agreement.
4. Eligible employees under these provisions shall receive eight (8) hours pay computed at their regular base straight time hourly rate.
5. If employees covered by this Agreement work on any holiday designated above, they shall be paid for such holiday at the rate of two and one-half (2 1/2) times the straight-time base hourly rate.
6. 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.
7. Each fiscal year of this Agreement (1991-92, 1992-93 and 1993-94) will include additional leave days. For pay purposes, these days will not be considered as holidays. Time off will be granted when the employee

provides two weeks (10 working days) notice and provided that another sworn officer, or the Department Sergeant or the Department Lieutenant is scheduled and is working on the same date and shift for which the time off is requested. Fiscal years 1991-92 and 1992-93 will include three (3) leave days and fiscal year 1993-94 will include four (4) leave days. For purposes of clarification, these additional leave days are:

<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>
December 26, 27 & 28	December 28, 29 & 30	December 27, 28, 29 & 30

B. Vacation

1. General Provisions

- a. An employee shall not be able to use vacation days before they are earned.
- b. Vacation credit for employees shall accrue from the date of employment. An employee beginning work on or before the 15th of any month shall earn vacation credit for that month. If work is begun on the 16th or after, no credit shall be given for that month.
- c. A maximum of 20 earned vacation days may be carried forward from one fiscal year to the next.
- d. If any of the paid holidays stipulated in this Agreement should occur during an employee's scheduled vacation, he shall receive one additional vacation day for each such holiday.
- e. Retired, terminated, or laid off employees shall be paid for any unused vacation days including those earned in the current fiscal year. All payments for vacation days not used shall be at the base rate of pay earned at the time that the layoff, termination, or retirement occurs.
- f. All requests for vacation must be made in writing, on a "Vacation Request" form to the immediate supervisor. A copy of the "Vacation Request" form shall be sent to the Personnel Department as soon as it is approved by the supervisor. Unless notified to the contrary, the Personnel Department will assume that all vacation requested and approved has been taken.

2. Vacation Allowance

For purposes of this section, vacation days for any month will be earned in the manner prescribed under section B.1.b. of this Article. Any day for which the employee is compensated by the Board shall be considered a day worked. Vacation days shall accrue according to the following schedule:

- a. Employees of the College employed up to and including two (2) years (24 months) shall earn vacation at the rate of $\frac{5}{6}$ (.83) of a day for each month employed to a maximum of ten (10) days per year.

- b. Starting with the third (3rd) year of employment through the fifth (5th) year of employment (60 months), employees shall earn vacation at the rate of one (1) day for each month employed to a maximum of twelve (12) days per year.
- c. Starting with the sixth (6th) year of employment through the tenth (10th) year of employment (120 months), employees shall earn vacation at the rate of one and one-quarter (1.25) days for each month employed to a maximum of fifteen (15) days per year.
- d. Starting with the eleventh (11th) year of employment through the fourteenth (14th) year of employment (168 months), employees shall earn vacation at the rate of one and one-half (1.50) days for each month employed to a maximum of eighteen (18) days per year.
- e. Starting with the fifteenth (15th) year of employment, employees shall earn vacation at the rate of 1.83 days for each month employed to a maximum of twenty-two (22) days per year.

C. Leaves of Absence

Employees on an extended approved unpaid leave of absence shall not earn or accrue sick leave credits or vacation days during the period of absence.

Employees on an extended approved paid leave of absence shall not earn or accrue sick day credits or vacation days during that portion of the leave of absence which exceeds twenty (20) working days.

Accrued but unused sick leave days and vacation days will be reinstated upon the employee's return to work.

1. Sick Leave

- a. An employee shall not be entitled to use sick leave days before they are earned.
- b. Sick leave credit for employees shall accrue from the date of employment at the rate of one (1) sick day per month of employment. An employee commencing work on or before the 15th of any month shall earn credit for that month. If work is begun on or after the 16th of the month, no credit will be granted for that month.
- c. Employees may not accumulate more than ninety (90) earned sick days. The maximum number of sick days that may be used at any one time is the number of days necessary to carry the employee through the ninety (90) calendar day qualification period for long term disability.
- d. Sick leave days shall be used only for the purpose of the employee's illness, accident, or hospitalization.
- e. 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.

2. Personal Business Time

- a. Up to two (2) days (16 hours) of paid personal business time shall be granted during each fiscal year of this Agreement.
- b. Personal business time is to be taken in not less than one hour increments. Credit for personal business time, with no carry-over from one fiscal year to the next, is as follows:

Employed as of July 1 or hired	
July through December	16 hours
Hired January through March	8 hours
Hired April through May	4 hours
Hired in June	No credit

3. Bereavement and Critical Family Illness

- a. Bereavement. 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.
- b. Critical family illness. An employee, upon request, may be excused for a maximum of five (5) days per fiscal year if his presence is required in the event of critical illness occurring to a member of the immediate family.
- c. An employee excused from work under this subsection shall, after making written application to the Personnel Department through his immediate supervisor, receive the amount of wages that he would have earned by working during straight time hours on such scheduled days of work for which he was excused.
- d. Leave time, for the purposes mentioned above, will not be deducted from sick leave time.
- e. For the purposes of this sub-section, a member of the employee's immediate family is defined as current spouse, mother, father, son, daughter, brother, sister, grandfather, and grandmother.

4. Maternity Leave

- a. An unpaid leave for child bearing purposes may be granted for a period not to exceed twelve (12) months. Requests for this type of leave shall be made in writing to the Director of Personnel at least ninety (90) days prior to the expected birth of the child.
- b. An employee returning from a child bearing leave of absence granted for a period of no longer than ninety (90) calendar days shall be returned to her former position.

5. 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 Public Safety, the Vice President for Business and Finance, and the Director of Personnel.

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

D. 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 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 regulations 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 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 \$35,000 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 policy for each full-time employee. Said policy to provide for disability pay, coordinated with any pay for which the employee may become eligible to receive under the provisions of federal social security, Michigan Public School Employees Retirement System and the Worker's Compensation Act. Employees are subject to a ninety (90) calendar day waiting period and the maximum monthly benefit shall not exceed \$1,000. Disability pay shall continue until at least age 65 or until the employee is capable of returning to work, whichever occurs first.

Unless prohibited by the insurance carrier, employees on long term disability insurance will continue to be eligible to receive hospitalization and life insurance coverage providing the employee makes direct payment(s) to the College for all insurance premiums.

4. Medical Insurance

- a. The College will pay the necessary premiums to provide up to full family Blue Cross/Blue Shield medical insurance for the 1991-92, 1992-93, and 1993-94 fiscal years. The Blue Cross/Blue Shield coverage for full-time employees shall include:

1991-92 and 1992-93

- Semi-private room
- Comprehensive Hospitalization
- FAE/RC - First Aid Emergency
- VST - Voluntary Sterilization
- PD-MAC - Prescription Drug (\$5.00 co-pay) - PPO, Preferred Provider Option
- COB3 - Coordination of Benefits
- DC - Dependent Child, family continuation to age 25
- SD* - Sponsored Dependent
- SAT-II - Substance Abuse Treatment
- SOT-PE - Human Organ Transplants
- GLE-1 - General Limitations and Exclusions
- ICMP - Individual Case Management Program
- Master Med Option II - Annual deductible of \$100 per person or \$200 per family with 90%/10% co-pay
- MVF-II - Michigan Variable Fee - Includes the following:
 - IMB-OB - Immediate Maternity Benefits, including Obstetrics
 - CC - Convalescent Care
 - OPC - Outpatient Psychiatric Care
 - XF - Exact Fill, provides same coverage to those 65 years and older
 - ML - Member's Liability - Waives member's \$5 or 10% liability under basic MVF program
- D45NM - Extends benefits to 365 days for general care and 45 days for nervous and mental care
- National Reciprocity Program

*Sponsored dependent rider available on a direct pay basis through employee expense or payroll deduction.

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- Semi-private room
- Comprehensive Hospitalization
- FAE/RC - First Aid Emergency
- VST - Voluntary Sterilization
- PD-MAC - Prescription Drug (\$5.00 co-pay) - PPO, Preferred Provider Option
- COB3 - Coordination of Benefits
- DC - Dependent Child, family continuation to age 25
- SD* - Sponsored Dependent
- SAT-II - Substance Abuse Treatment
- SOT-PE - Human Organ Transplants
- GLE-1 - General Limitations and Exclusions
- ICMP - Individual Case Management Program

- Master Med Option VI - Annual deductible of \$150 per person or \$300 per family with 90%/10% co-pay
- MVF-II - Michigan Variable Fee - Includes the following:
 - IMB-OB - Immediate Maternity Benefits, including Obstetrics
 - CC - Convalescent Care
 - OPC - Outpatient Psychiatric Care
 - XF - Exact Fill, provides same coverage to those 65 years and older
 - ML - Member's Liability - Waives member's \$5 or 10% liability under basic MVF program
- D45NM - Extends benefits to 365 days for general care and 45 days for nervous and mental care
- National Reciprocity Program

*Sponsored dependent rider available on a direct pay basis through employee expense or payroll deduction.

- b. Health Central (HC) or Physician's Health Plan (PHP) - Employees may elect Health Central (HC) or Physician's Health Plan (PHP) coverage for the 1991-92, 1992-93, and 1993-94 fiscal years. Whichever insurance plan the employee chooses shall remain in effect for the duration of the Agreement unless the College otherwise agrees to permit an individual to change coverage at other times. If an employee elects HC or PHP coverage, the College will pay therefor a sum equal to the cost of Blue Cross/Blue Shield coverage for the appropriate category of single, individual and spouse, or full family, and the employee will pay any additional cost. If the cost of Blue Cross/Blue Shield coverage is more than that of HC or PHP, the employee receiving such different coverage will not be entitled to any cash rebate.

Effective July 1, 1991, the provisions contained in the memorandum dated December 7, 1990 from the Personnel Department (Payment in Lieu of Hospitalization) shall be applicable to all eligible members of the bargaining unit.

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 Collège will provide professional liability insurance as required by the Sheriff of Ingham County for sworn 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 Personnel Department.

F. Admission to Lansing Community College Courses

1. Employees will be granted tuition scholarships for courses 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.

G. Employee Parking

1. The College will strive to provide parking at no cost for the surface lots. A fee shall be charged for parking within the College parking facility. This fee will be established by the Vice President for Business and Finance.
2. The College may require parking cards, decals, or other methods of control for each employee's 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. A fee of \$5.00 will be charged for parking control cards not returned to the College at the expiration date of such cards. Payroll checks may be withheld until the parking control card is returned or the \$5.00 fee is paid.
4. No employee will be permitted to park more than one (1) vehicle in College parking facilities at any time.
5. In the event the College finds it necessary to increase the fees for parking, the College will notify employees of the change in the fee schedule and of the effective date of said change.

A R T I C L E V I

CLOTHING AND EQUIPMENT

The College shall provide the following issue of clothing and equipment to employees:

3 Short Sleeve Shirts	2 Badges
3 Long Sleeve Shirts	1 Cap Badge
3 Trousers	1 Tie Bar
1 Tie	1 Whistle/Chain
1 Hat	1 Name Plate
1 Winter Jacket	1 ID Card
1 Summer Jacket	1 Locker
1 Garrison Belt	1 Lock
1 Sam Browne	1 Baton
1 Sam Browne Waist Belt	1 Baton Keeper
1 Holster	1 Flashlight
1 Cartridge Case	1 Gas Mask
1 Set Handcuffs w/case	1 Set Fatigues & Belt
1 Revolver	1 Pair Foul Weather Boots
12 Rounds Ammo	1 Second Chance Vest (NEW)

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.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definition

1. A grievance is defined as an alleged violation, misinterpretation or misapplication of a specific article(s) or section(s) of this Agreement.
2. An "aggrieved employee" is the employee(s) who is directly affected and therefore will make the allegation. The Union is the aggrieved when Union rights have allegedly been violated. Union grievances will commence in writing at Level Three.

B. Purpose

1. 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.
2. Nothing contained herein will be construed as limiting the right of any aggrieved party having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without recourse to the formal grievance procedure and without intervention of the Union, provided the adjustment is consistent with the terms of this Agreement.

C. Supplemental Conditions

1. As it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum.
2. If appropriate action is not taken by the employee or the Union within the time limits specified, the grievance will be considered as settled on the basis of the disposition at the preceding level.
3. The time limits specified may be extended by mutual agreement.
4. The grievant shall, at the request of the College or the Union, be present at all grievance meetings and hearings.
5. Either party may, at all levels of the grievance procedure, have the right to internal representation.

6. A supply of grievance forms shall be on file with the Director of Personnel and the Union.
7. A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is withdrawn, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.
8. Upon written request, the Union representatives may meet, if on the Employer's property at a place designated by the Employer, for at least one-half (1/2) hour preceding the meeting with the representatives of the Employer.

D. Procedure

1. Level One (Grievances can be settled at Level One without setting a precedent in future cases.)

If an employee believes he has a problem in connection with his employment, he shall discuss it with the Public Safety Supervisor/Lieutenant and/or other appropriate supervisor within five (5) working days of the event giving rise to the grievance. The Public Safety Supervisor/Lieutenant or other appropriate supervisor shall render an oral decision within five (5) working days of this discussion.

2. Level Two

If this problem is not resolved by the immediate supervisor, the aggrieved must reduce the grievance to writing and present it to the Director of Public Safety or his designee within five (5) working days following the oral decision at Level One. The grievance shall be dated and signed by the aggrieved employee and an officer of the Union and shall set forth the facts including dates and provisions of the Agreement that are alleged to have been violated and the remedy desired. Within five (5) working days of the filing date, the Director of Public Safety or his designee will meet with the aggrieved employee in an attempt to resolve the complaint. A written answer shall be given within ten (10) working days after such meeting. Failure of the supervisor to respond in writing shall move the grievance to the next level of the grievance procedure. Copies of the answer shall be sent to the grievant and those persons indicated on the grievance form.

3. Level Three

If the answer from the Director of Public Safety or his designee is not satisfactory, or if no decision has been rendered in the time allowed, the local division chief steward or his alternate shall submit a written appeal within five (5) working days of the receipt of the Level Two answer to the Vice President for Business and Finance or his designee indicating the reasons why the written answer of the Director of Public Safety or his designee was unsatisfactory. Within five (5) working days of the date of receipt of the appeal the Vice President for Business and Finance or his designee will meet with the aggrieved to discuss the

issues. At this meeting no more than two (2) representatives of the Union and two (2) representatives of the Employer shall be present. A written answer shall be given within ten (10) working days after such meeting. Copies of the answer shall be sent to the grievant and those persons indicated on the grievance form.

4. Level Four

- a. If the answer of the Vice President for Business and Finance or his designee is not satisfactory, or if no decision has been rendered in the time allowed, the Union President shall submit a written appeal within five (5) working days of the receipt of the Level Three answer to the Director of Personnel or his designee indicating the reasons why the written answer of the Vice President for Business and Finance or his designee was unsatisfactory. Within five (5) working days of the date of receipt of the appeal, the Director of Personnel or his designee will meet with the aggrieved to discuss the issues. At this meeting no more than two (2) representatives of the Union and two (2) representatives of the Employer shall be present. A written answer shall be given within ten (10) working days after such meeting. Copies of the answer shall be sent to the grievant and those persons indicated on the grievance form.
- b. In the event the grievant is not satisfied with the disposition of the grievance as rendered by the Director of Personnel at Level Four or if no decision has been rendered within ten (10) working days of the meeting, the Union may seek the mediation services of the Michigan Employment Relations Commission (MERC) by contacting MERC within five (5) working days of the receipt of the Level Four response. Following a review of the pertinent issues, the mediator will have the power to make verbal recommendations to both parties but these recommendations shall not be binding on either the Union or the College.
- c. The mediator's recommendations will be made available to the Director of Personnel or his designated representative for review prior to rendering a final and binding decision on the grievance.

A R T I C L E V I I I

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 from any and all such claims, demands, suits, or any other action arising from this Article.

A R T I C L E I X

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 designated representative and the Director of Personnel and/or his 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 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 Director of Personnel 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.

A R T I C L E X

COMPENSATION

A. Resource Model - Salary Adjustments

1. 1991-92

The 1991-92 salary schedule will be developed as set forth in Appendix B. The value of the Resource Model shall be determined by the estimated percent increase in the College's projected sum of resources for the 1991-92 fiscal year over the actual sum of the resources for the 1990-91 fiscal year, further adjusted as follows:

- a. The following percentage difference (possibly a negative number) will be added to the above percentage: the percent increase of the College's 1990-91 actual sum of resources over the 1989-90 actual sum of resources minus 8.04% (the percent increase of the College's 1990-91 projected sum of resources over the 1989-90 actual sum of resources).
- b. If the percentage sum in paragraph A.1.a. above is less than 3.5%, it will be changed to 3.5%; if it is more than 7.5%, it will be changed to 7.5%.

Placement of individual employees on the salary schedule will be in accordance with their combined score in the areas of Length of Service, Performance Evaluation and Daily Log Activity. See Appendix C.

2. 1992-93

The 1992-93 salary schedule will be developed as set forth in Appendix B. The value of the Resource Model shall be determined by the estimated percent increase in the College's projected sum of resources for the 1992-93 fiscal year over the actual sum of resources for the 1991-92 fiscal year further adjusted as follows:

- a. The following percentage difference (possibly a negative number) will be added to the above percentage: the percent increase of the College's 1991-92 actual sum of resources over the 1990-91 actual sum of resources minus the percent increase of the College's 1991-92 projected sum of resources over the 1990-91 actual sum of resources.
- b. If the percentage sum in paragraph A.2.a above is less than 3.5%, it will be changed to 3.5%; if it is more than 7.5%, it will be changed to 7.5%.

Placement of individual employees on the salary schedule will be in accordance with their combined score in the areas of Length of Service, Performance Evaluation and Daily Log Activity. See Appendix C.

3. 1993-94

The 1993-94 wages shall equal the 1992-93 wages plus 5%.

Placement of individual employees on the salary schedule will be in accordance with their combined score in the areas of Length of Service, Performance Evaluation and Daily Log Activity. See Appendix C.

The resources defined in Appendix A include property taxes, tuition, state support and interest income.

B. New Employees (hired on or after July 1, 1991)

During their probationary period, newly hired Public Safety Officers or Dispatch Officers will be paid 3% below their minimum starting base salary for the appropriate year.

A R T I C L E X I

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 Employer's 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 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.

A R T I C L E X I I

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.

A R T I C L E X I I I

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.

A R T I C L E X I V

DURATION OF AGREEMENT

This Agreement shall commence July 1, 1991, and shall continue in full force and effect until midnight, June 30, 1994, 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

By: s/Judith A. Hollister
Chairperson

By: s/William H. French
President

By: s/Erik O. Furseth
Secretary

By: s/Marcia M. Cihak
Vice President

By: s/Ray Wallace
Field Representative, FOP

APPENDIX A

RESOURCES

The College resources referred to in this Agreement for a given year consist of the following four items, which are measured by comparative changes in income-related factors for two years, as follows:

Property Taxes are measured by the current fiscal year and the previous fiscal year. Property taxes shall be determined by multiplying the tax base by three mills, or portion thereof authorized by the State Continuation, as amended. The tax base shall be the state equalized valuation for the current year reported by the Ingham County Equalization Department on current form number L-4081C.

In the event of an approval of a redistricting plan (changing the College's taxing district or the tax rate) the tax base and/or millage rate for the previous year shall be consistent with the newly established tax base and/or millage rate for the current year.

Tuition is measured by the previous two fiscal years. Tuition consists of revenues determined by multiplying the calculated tuition factor by the total number of credit hours from the post-spring period through the following spring term of each year. The tuition factor shall be calculated as follows for each year of this Agreement utilizing the State of Michigan's data base:

The preceding year's tuition factor plus the simple mean percent change in the resident in-district semester equivalent tuition rates of the other Michigan public community colleges from information available from the State of Michigan on or about the first week of June.

State Support is measured by the current fiscal year and the previous fiscal year. State support includes the state funds appropriated for unrestricted purposes, calculated on a fiscal year basis in accordance with the Manual For Uniform Financial Reporting for Michigan Community Colleges. (Thus, the state support for a given year consists of one-fourth of the previous year's appropriation plus three-fourths of the current year's appropriation.) State support shall not be less than 2%, nor more than 9% of the state support for the previous fiscal year.

Interest Income is measured by the previous two fiscal years. Interest income includes interest income earned on the investment of unrestricted general funds less expenses incurred.

Expenses incurred are limited to charges billed to the College by the townships as a result of the levying of summer property taxes in the township portions of the College district. This summer levy provides funds at an earlier date for investment purposes, thereby resulting in additional interest income which will be offset, in part, by charges billed to the College by the townships.

A copy of the details of implementing the Resource Model is available in the College's Personnel Department.

APPENDIX B

DETECTIVE SERGEANT SCHEDULE

1991-92 THROUGH 1993-94

	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV</u>
1990-91	\$24,260	\$25,620	\$27,629	\$30,138
1991-92*	25,432	26,858	28,964	31,594
1992-93	+100% RM	+100% RM	+100% RM	+100% RM
1993-94	92-93 Sal. + 5%	92-93 Sal. + 5%	92-93 Sal. + 5%	92-93 Sal. + 5%

OFFICER SALARY SCHEDULE

	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV</u>
1990-91	\$22,964	\$24,323	\$26,333	\$28,851
1991-92*	24,074	25,498	27,605	30,245
1992-93	+100% RM	+100% RM	+100% RM	+100% RM
1993-94	92-93 Sal. + 5%	92-93 Sal. + 5%	92-93 Sal. + 5%	92-93 Sal. + 5%

DISPATCH SALARY SCHEDULE

1990-91	\$24,095
1991-92*	25,259
1992-93	+100% RM
1993-94	92-93 Sal. + 5%

STARTING RATES FOR DISPATCHER CLASSIFICATION

1990-91	\$20,211
1991-92*	21,188
1992-93	+100% RM
1993-94	92-93 Sal. + 5%

*1991-92 Resource Model yielded a 4.83% adjustment

APPENDIX C

SALARY GRADE PLACEMENT

During each year of this Agreement, employees will be assigned to one (1) of four (4) salary grades based upon their combined score in each of the following areas:

1. Length of Service - 50 points, up to a maximum of 300 points will be awarded for each year of service. The 50 points will be prorated to reflect a partial year of service.
2. Semi-Annual Performance - The average of the two (2) most recent semi-annual evaluations. If only one (1) evaluation is on file then the score of that evaluation will be used. Evaluations will be conducted by the Public Safety Lieutenant and/or the Director of Public Safety and are subject to the review of the Vice President for Business and Finance and the Director of Personnel.
3. Daily Log Activity - The average daily activity log score during the preceding 12 months. This log score will be computed in accordance with the criteria contained in the Daily Log Key Definitions. The maximum attainable activity score is 250.

The point range for each salary level is:

<u>Level I</u>	<u>Level II</u>	<u>Level III</u>	<u>Level IV</u>
0-350	351-450	451-599	600 & above

Officers may only move up or down one (1) level at a time. Officers must maintain a score within the point range of their level in order to remain at that level.

If during any given year an officer's total point value decreases to the point where the officer may be placed in a lower point range level, his/her annual salary will be frozen at the current rate and the officer will not receive a pay adjustment until such time as the salary for his/her level is adjusted to a value which exceeds the frozen rate of pay.

Written notice must be given to an officer warning him that he is not maintaining a score within the point range of his level before he can be lowered a level.

For 1991-92 - Officers will be assigned to their salary grade level as of July 1, 1991 based upon their attained point score as mentioned above.

For 1992-93 - Officers will be assigned to their salary grade level as of July 1, 1992 based upon their attained point score as mentioned above.

For 1993-94 - Officers will be assigned to their salary grade level as of July 1, 1993 based upon their attained point score as mentioned above.

