

**AGREEMENT**

**between**

**LANSING SCHOOL DISTRICT**

**-AND-**

**CAPITOL CITY LABOR PROGRAM**

**Public Safety Unit**

**2023 – 2027**

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## **AGREEMENT**

This Agreement entered into between Lansing School District, a Michigan Municipal Corporation (hereinafter referred to as the "Board" or "Employer"), and the Lansing School District School Safety Officers Unit of the Capitol City Labor Program Inc. (hereinafter referred to as the "Union").

(NOTE: The headings used in this agreement neither add to nor subtract from the meaning, rather are for reference only.)

### **Article 1 Recognition**

#### **A. Employees Covered**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 of the State of Michigan, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All School and Public Safety Officers and Public Safety Office Specialists excluding supervisory and executive personnel.

### **Article 2 Aid to Other Unions**

A. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for school safety officers or make any agreement with any such group.

### **Article 3 Work Performed by Supervisors**

A. Positions within the bargaining unit vacated as a result of layoff, attrition or transfer, shall not be replaced by supervisory or non-bargaining unit employees. Supervisors shall not regularly perform bargaining unit duties to avoid paying overtime.

B. Temporary Lead Officer. The Employer, at its discretion, may appoint members of the bargaining unit as Temporary Team Lead Officer ("TLO"). Employees occupying this temporary assignment shall continue to accrue bargaining unit and classification seniority and retain all other rights, benefits, and terms and conditions of employment as provided by this Agreement. In recognition of the additional responsibility associated with the position, the Employer shall provide

employees acting as TLO an hourly stipend of six-dollars (\$6.00) per hour in addition to their regular hourly rate of pay. No bargaining unit member may act as temporary supervisory for more than one hundred twenty (120) days in any one-year period. Employees acting in a temporary supervisory capacity shall not have the authority to discipline other members of the bargaining unit.

#### **Article 4 Union Membership**

Capitol City Labor Program, Inc. (CCLP) is the recognized bargaining agent for members of the bargaining unit.

Union Membership in CCLP is open to all Public Safety Officers and Public Safety Office Specialists employed by the Lansing School District.

Pursuant to Michigan law union dues will be collected directly from union members, not through payroll deduction.

All bargaining unit members who wish to join and remain members of the union in good standing and shall sign a dues authorization card and pay dues to CCLP in accordance with union policy.

Neither the Employer nor the Union will discriminate against any employee because of his or her membership or non-membership in the Union. Furthermore, the Employer shall not discriminate against, retaliate against, or take adverse employment action against any employee because of lawful membership activity or for their seeking Union assistance with regards to employment matters.

#### **Article 5 No Strike Clause**

- A. For the term of this Agreement, the Union agrees for and on behalf of its officers, members, and each and every employee within the Bargaining Unit, that they will neither instigate, call, maintain, condone, support or permit, in any manner, a strike, slowdown, or other stoppage of work, or picketing on the Board premises.
- B. In the event of any action in violation of the foregoing, the Union and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:
  - 1. Promptly, no later than within eight (8) hours, issue a statement to the local newspapers and furnish the Board with a signed statement, both of which shall be to the effect that the work interruption is unauthorized by the Union and is in violation of the Agreement.
  - 2. Within twenty-four (24) hours, instruct all of its members guilty of such

violation to return to work at once, and all of its members to continue at work; and confirm all such instructions by letter or bulletin within forty-eight (48) hours.

3. Refrain from giving any aid, encouragement, or support of any sort whatever to members who are violating the provisions of this Article.
- C. The Union will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, his/her duties, or who refuses to participate in any of the activities prohibited by this Article.
- D. The Board will have the right to all remedies available at law for violation of this Article, including discharge, and/or injunctive relief and/or damages against any person, group or organization violating this Section of the Agreement.

## **Article 6 Union Representation**

- A. There will be one Unit President selected for all schools and one contact person shall be appointed by the Unit Chairperson to act in the absence of the President.
- B. The names of the Contact Person and Unit President of the Union shall be furnished, in writing, to the Director of Public Safety at the completion of each election. No such representative shall act on behalf of the Union until the Director has been advised of such designation, in writing by the Union. Any changes in such representative shall be reported immediately, in writing, to the Director of Public Safety.
- C. It is agreed that the Employer will permit a combined total of not to exceed five (5) hours per month released time with pay for President and contact person for the purpose of administering the grievance procedure.
- D. Before leaving their job to perform services under this Agreement, the President and contact person must obtain permission from their immediate supervisor.
- E. In order that each new bargaining unit member may become familiar with the provisions of this Agreement and his/her rights and responsibilities thereunder, the Employer will provide time during the orientation for the President and/or Representative to meet privately with the new bargaining members for a minimum of thirty (30) minutes.

## **Article 7 Seniority**

- A. Definition. Seniority shall be defined as the following:

District Seniority shall be the status obtained by an employee by the length of their continuous full-time service to the Employer since their last date of hire.

Bargaining Unit Seniority shall be the status obtained by an employee by the length of their continuous full-time service within the bargaining unit since their last date of hire.

Classification Seniority shall mean the status obtained by an employee for the length of their continuous full-time service in their classification. Classification seniority begins when an employee enters a classification.

- B. **Probationary Period.** New employees hired in the unit shall be considered as probationary employees for the first ninety (90) working days of their employment. When an employee finishes the probationary period, by accumulating ninety (90) working days of employment, the employee shall be entered on the seniority list of the unit. There shall be no seniority among probationary employees. An employee's probationary period may be extended by mutual agreement, but not to exceed thirty (30) working days. Management shall establish a procedure for determining seniority among probationary employees with the same hire date. Such determination shall be reflected on the seniority list.
- C. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, except probationary employees who are discharged or disciplined for other than Union activity.

## **Article 8 Seniority Lists**

- A. Seniority shall not be affected by the race, sex, disability, marital status, or dependents of the employee.
- B. The seniority list will show the names, job titles, date of hire, and adjusted seniority date (if applicable) of all employees within the unit entitled to seniority.
- C. The Employer shall keep the seniority list up-to-date at all times and will provide each employee with up-to-date copies annually in January. Challenges to adjusted seniority dates must be made within thirty (30) calendar days of the annual list being provided to employees.
- D. Ties in Seniority will be broken using a randomization process as determined by the Employer.

## **Article 9     Loss of Seniority**

An employee shall lose all bargaining unit seniority for the following reasons only:

- A.     The employee quits or retires.
- B.     The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C.     The employee is absent for three (3) consecutive days without notifying the Employer. In proper cases, exceptions may be made where extenuating circumstances exist. After such absence, the Employer shall send written notification to the employee at the last known address that the employee has lost seniority and employment has been terminated.
- D.     The employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- E.     The employee obtains an extended leave of absence under false pretenses.
- F.     The employee does not return from leave of absence. (Shall be treated the same as (C), above.)
- G.     The employee is laid off for two (2) years or the length of District Seniority, whichever is shorter.
- H.     An employee's seniority date shall be adjusted if he/she transfers to a position outside the unit but within the District for a period of more than one (1) year (see Article 12), or if he/she takes an unpaid leave of absence (see Article 25).

## **Article 10    Layoff Defined**

- A.     The word layoff means a reduction in the workforce.
- B.     If it becomes necessary for a layoff, the following procedures will be mandatory. Substitute and probationary employees shall be laid off first. When all substitute and probationary employees have been laid off and further reductions are required, then bargaining unit employees will be laid off according to classification seniority.

Employees shall be laid off in inverse classification seniority order. Any employee laid off in a particular classification under this section shall, if their Bargaining Unit seniority justifies, and they so elect, prior to the effective date of layoff, have



the right to bump an employee with less Bargaining Unit seniority in a classification within the bargaining unit subject to the following limitations:

- a. the employee maintained continuous employment within the bargaining unit from the date of hire or transfer to the date of layoff.
- b. If another employee within the bargaining unit will be displaced by the bump, the bumping employee must have more seniority based upon his/her previous service within this bargaining unit than of the employee being displaced.
- c. the employee is qualified to perform the essential functions of the classification for which they are bumping into.

An employee bumped under this procedure shall be treated the same as if they were originally placed on layoff.

- C. Employees to be laid off will have at least thirty (30) calendar days' notice of layoff. The Unit Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- D. When recalled, the employee shall return to the same salary step as that held at the time of layoff.
- E. No work shall be contracted if such contract would necessitate a layoff.
- F. Employees on layoff shall not be entitled to receive any benefits under the Agreement for the duration of such layoff.

#### **Article 11 Recall Procedure**

- A. When the working force is increased after a layoff, employees shall be recalled according to seniority. Notice of recall shall be sent to the Union and to employees at their last known address by registered or certified mail.
- B. If employees fail to report for work within eight (8) days of receiving the notice of recall, they may be considered as quit, thus terminating their employment. Exceptions may be made only by agreement between the Employer and the Union.
- C. Employees shall be held responsible for keeping the Employer notified as to their current mailing address by written form to the Office of Human Resources.

## **Article 12 Effect of Transfers Outside the Unit**

- A. If an employee is transferred to a position under the Employer not included in the bargaining unit and within one (1) year thereafter is transferred to an open position within the bargaining unit, seniority shall be considered to have been retained and accumulated while working in the position to which the employee is transferred for the purpose of all seniority rights and benefits provided for in this Agreement. Provided, however, if an employee is transferred back into the bargaining unit as above defined after one (1) year, the employee shall retain seniority as of the date of transfer to the position outside of the bargaining unit, but shall not accumulate any seniority for the time working in the position outside of the bargaining unit, except for the purpose of any fringe benefits provided for in this Agreement.

## **Article 13 Job Vacancies and Newly Created Permanent Positions**

- A. Job vacancies will be posted for a period of six (6) working days setting forth the minimum requirements for such vacancies, in a conspicuous place in each building. All interested employees must apply in writing within this six (6) working day period.
- B. All job vacancies will be posted within thirty (30) working days. There will be an additional posting each ninety (90) working days if the job remains vacant.
- C. All applicants will be considered on the basis of qualifications and District seniority.

## **Article 14 Counseling and Reprimands**

- A. When it is determined to be appropriate by the employer an employee may be verbally counseled regarding their work performance. Such counseling shall not be considered disciplinary in nature and shall not be grievable under the terms of the collective bargaining agreement.
- B. In case of a reprimand, the employee shall be notified in writing. After a period of two (2) years from the date of occurrence, if there have been no recurrences of conduct similar to that which caused the reprimand, shall be removed from the employee's personnel file and not considered by the Employer for the purposes of progressive discipline. Should the disciplined employee or Union consider the reprimand to be improper, a complaint shall be presented, in writing, to the Director of Public Safety within five (5) regularly scheduled working days of the date discipline was issued. The Director of Public Safety will review the discipline

and give a written answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the third step of the grievance procedure within five (5) working days after the response of the Director of Public Safety.

## **Article 15 Discipline & Discharge**

- A. The Employer will only discipline, suspend, or discharge employees for just cause. Discipline shall take into account the circumstances surrounding the incident, the nature of the violation(s), the employee's record of discipline, and the employee's record of performance and conduct.
- B. Right to Representation. An employee questioned during or part of any type of hearing, investigation, or interview where the employee reasonably believes disciplinary action may result shall, upon request, be permitted Union representation. If a representative is not immediately available, the Employer shall grant the employee a reasonable amount of time (not to exceed seventy-two (72) hours) to obtain Union representation prior to questioning.
- C. An employee being suspended or discharged shall have the right to meet with their union representation before leaving the Employer's property.
- D. Should the suspended or discharged employee or Union consider the discipline to be improper, the matter shall be referred to step three of the grievance procedure within Five (5) regularly scheduled working days.
- E. It is agreed that just cause for discharge exists where there is clear and convincing evidence that an employee:
  - 1. is convicted of any felony or misdemeanor punishable by one (1) or more years imprisonment.
  - 2. is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, gambling, intentional destruction or damage to property of the Employer.
  - 3. is absent for three (3) consecutive days without notifying the Employer where there exist no extenuating circumstances.
  - 4. does not return to work when recalled from layoff as set forth in the recall procedure
  - 5. does not return from sick leave of absence. (Shall be treated the same as (3) above.)

6. is under the influence of intoxicants or drugs while on duty.
  7. brings intoxicants or drugs onto into Employer buildings/property.
  8. consumes or sells intoxicants or drugs on Employer property.
  9. steals Employer property.
  10. loses driver's privileges as determined by the Secretary of State. Each situation will be determined on a case-by-case basis.
  11. materially falsifies an official record.
  12. duplicates Employer keys.
  13. unlawfully carries a lethal weapon onto Employer property.
  14. violates or otherwise fails to adhere to any mandatory reporting requirements.
  15. sexually harasses a student.
  16. knowingly and intentionally views confidential District records without permission (including student records, personnel data, investigation files, etc.).
  17. has any drug convictions, including but not limited to State misdemeanors or local ordinances dealing with drug violations, possession or drug paraphernalia, or frequenting a known drug house or area.
- G. In case of discharge, the Employer shall send written notification to the employee at the employee's last known address that seniority has been lost and employment has been terminated.

## **Article 16 Special Conferences**

- A. Special conferences for important matters will be arranged between the Local Unit Chairperson and designated representatives of the Employer, upon request of either party. Such meetings shall be between no more than four (4) representatives of the Employer and no more than four (4) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters to be taken up in special conferences

shall be confined to those included in the agenda.

If the conferences are called by the Employer at other hours, the members of the Union shall not lose time or pay for time spent in such special conferences.

- B. The Union representatives may meet at a place designated by the Employer on the Employer's property for one-half hour immediately preceding a special conference with the representatives of the Employer for which request has been made.

## **Article 17 Grievance Procedure**

### **A. Definition**

A claim by an employee that there has been a violation or misinterpretation or misapplication of any provision of the Agreement may be processed as a grievance as hereinafter provided.

### **B. Time Limits**

1. The number of days indicated at each step of the grievance procedure should be considered as maximum, and every effort should be made to expedite the process. "Working days" as used in the grievance procedure shall be defined as Monday through Friday, excluding Saturday, Sunday and holidays.
2. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given.
3. Failure to present a grievance within the time specified shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further appeal.
4. Time limits may be extended in any specific instance by mutual agreement in writing.

### **C. Procedure**

In handling and processing of a grievance, the following procedure shall apply:

*Step One:* Within ten (10) working days of the time a grievance occurs or the employee's knowledge of the occurrence, the employee, with or without Union representation, will present the grievance to the immediate administrator with the

objective of resolving the matter informally. Within five (5) working days after presentation of the grievance, the administrator shall respond to the employee. In order to be considered a grievance discussion, the Employee and/or steward must so advise the immediate administrator during the meeting.

*Step Two:* If the grievance is not resolved at Step One, the employee or the Steward may within five (5) working days of receipt of the administrator's answer, submit to the administrator a signed, written "Statement of Grievance." The "Statement of Grievance" shall identify all the provisions of this Agreement alleged to be violated by appropriate reference and shall indicate the relief requested.

The administrator shall give the employee and the Union an answer in writing no later than five (5) working days after receipt of the written grievance.

*Step Three:* If the grievance is not resolved at Step Two, the employee or the Union may submit the grievance within five (5) working days to the chief administrator for personnel matters and/or designee.

Within ten (10) working days of receipt of such grievance, the Human Resources Director or designee shall meet with representatives of the Union and the aggrieved to discuss the issue. In no case will there be more than three representatives from each side. A written answer shall be given to the unit chairperson within five (5) working days after such meeting.

*Step Four:* If the grievance is still unsettled and the Union wishes to carry it further, the Union may submit the grievance to binding arbitration provided written notice of submission to arbitration is provided to the Human Resources Director or designee within thirty (30) days from receipt of the Employer's answer at Step Three. Following the written notice of request for submission to binding arbitration, the parties shall attempt to select a mutually agreeable arbitrator within five (5) working days. (The parties may agree upon one or more methods of mutual selection, including the development of strike lists, negotiation, etc.). If the parties are unable to select a mutually agreeable arbitrator, the Union may request a list of arbitrators from the Federal Mediation and Conciliation Service (with a copy of the request sent to the Human Resources Director), specifying the list be drawn from a geographical area not larger than the State of Michigan. Thereafter it shall be handled in accordance with the American Arbitration Association's rules.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. All other expenses shall be borne by the party incurring them, and

neither party shall be responsible for the expense of witnesses called by the other.

Either party may initiate a pre-arbitration settlement conference, no later than fourteen (14) calendar days before a scheduled arbitration hearing.

D. Powers of the Arbitrator

1. It shall be the function of the arbitrator(s), and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
  - a. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  - b. The arbitrator shall have no power to establish or alter salary schedules.
  - c. The arbitrator shall have no power to rule on any matter not specifically set forth in this Agreement.
  - e. The arbitrator shall have no power to establish or change any retirement benefit established and administered by the State of Michigan. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of the pension plan or an action by the pension administrator.
  - f. The arbitrator shall have no power to establish or change any insurance policy. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of a policy document or an action by the insurance company.
  - g. The arbitrator shall have no power to consider any facts, or rule upon any issues, not raised by the grievant, the Union, or the District during the first three steps of the grievance procedure.
  - h. The arbitrator shall have no power to change any practice, policy or rules of the Board.
2. In the event that a case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
3. There shall be no appeal from an arbitrator's decision if within the scope of

his/her authority as set forth above. It shall be binding on the Union, the employee, and the Board.

E. Miscellaneous

1. No grievance shall be filed for or by any employee after the effective date of his/her resignation, except in cases of severance benefits.
2. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall be processed.
3. The filing of a grievance shall in no way interfere with the right of the Employer to proceed in carrying out its responsibilities, subject to the final decision of the grievance.
4. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
5. Two or more grievances on the same subject may be handled by the Employer as one grievance. When such a situation occurs, the Union shall be notified and the answer directed to the Unit Chairperson.
6. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
7. At any stage of the grievance procedure, an employee is entitled to have Union representation present.

**Article 18 Employee Responsibilities**

- A. Employees are responsible for reporting to work physically, mentally, and emotionally fit to perform the duties of their jobs. All employees shall fully, faithfully, and properly perform the duties of their employment.

When the Employer has reason to believe that an employee is reporting to work in an unfit condition, and/or when an employee is seeking an accommodation for a physical or other handicap, the employee shall comply with requests to provide appropriate medical documentation. An employee may be required to undergo examination by an employer selected medical professional for purposes of evaluating the necessity for handicap accommodation.

In the event of a dispute involving an employee's physical or mental ability to



perform his/her job, and the Employer is unsatisfied with the determination of the employee's treating physician, the Employer may require a report from a physician of their choosing and at their expense. If the dispute still exists, at the request of the Union, the employee and the Employer shall mutually agree upon a third evaluating physician who shall submit a report to the Employer and employee. The decision of the agreed upon third-party physician shall be binding on both Parties. The expense of the evaluation conducted by, and report completed by, the third-party physician, shall be borne equally by the Employer and the employee. The employee shall make himself/herself available for examination at a time set by the physician.

**Reasonable Suspicion Drug & Alcohol Testing** An employee on-duty or reporting for duty may only be required to submit to a test for the presence of drugs or alcohol (blood, urine, or breath) at the order of a supervisor where there exists reasonable suspicion the employee has been using, or is under the influence of, intoxicating liquors, drugs, or other controlled substances where use is prohibited by law or Employer policy. Reasonable suspicion as used herein means a belief, drawn from specific, objective and observable facts, and/or reasonable inferences drawn from those facts, that an employee has been using, or is under the influence of, drugs or alcohol in violation of Employer policy. If an employee is required to undergo drug or alcohol testing, the employee may arrange for independent confirmation of the results of the test, at his/her own expense. If an employee is required to undergo examination or testing on-duty time, he/she shall not suffer a loss in pay.

B. Employees are responsible to return District property upon request and upon termination of employment. Failure to turn in District property will result in the holding of the employee's check until the property is returned, disciplinary action, and/or docking of the employee's check for the value of property which the employee cannot or will not return.

C. Each employee within the unit must maintain their current place of residence and contact information on file with the Human Resources Department.

D. **MCOLES Certification under Public Act 330**

As a condition of employment all DPS officers must become MCOLES certified under Public Act 330 and maintain annual re-certification to continue employment in the public safety unit. All training for MCOLES certification will be provided by the Department of Public Safety.

- Any newly hired officer will either need to be MCOLES certified at the time of hire or become MCOLES certified within 12 months from his/her date of hire. Those hired without this certification will be offered training during the first 12 months of their employment. Failure to achieve certification will grounds for immediate dismissal.

- In recognition of an officer's successful completion of the initial MCOLES training course and meeting all the requirements for certification the officer will receive a one-time only stipend of \$500.00 (five hundred dollars). Said payment will be made the pay period following receipt of certification. Newly hired officers who already have the MCOLES certification will not receive this stipend.
- As a condition of employment all DPS officers must maintain MCOLES re-certification on an annual basis. Training will be offered on an annually to all officers to maintain this annual re-certification. Failure to achieve annual re-certification will be grounds for immediate dismissal.
- In recognition of an officer's successful completion of the annual MCOLES re-certification training course and meeting all the requirements for re-certification the officer will receive a stipend of \$200.00 (two hundred dollars). Said payment will be made the pay period following receipt of re-certification.

## **Article 19 Hours of Work**

- A. The workweek shall consist of forty (40) work hours, Monday through Sunday
- B. The Employer shall exercise the exclusive right to schedule the hours of work for bargaining unit employees. Bargaining unit members shall be notified at least two weeks in advance of adjustments in their regularly scheduled consecutive hours of work. The Employer shall not regularly adjust bargaining unit member's regular scheduled working hours solely to avoid paying overtime.

The work day for bargaining unit employees shall consist of consecutive hours. There shall be no split shifts unless mutually agreed to by the Employer and the Union. Overtime may be scheduled at times not connected with a bargaining unit employee's regularly scheduled or adjusted schedule of consecutive hours of work.

- B. **Shift Selection** Public Safety Officers shall bid for regularly scheduled shift hours within their assigned building by Classification Seniority beginning with 52-week employees. 52-week employees shall select their respective assignments in Classification Seniority order. Selection shall then move to 41-week employees who shall similarly select their assignments by Classification Seniority. Shift selections shall be conducted twice annually; with one selection occurring in January and the other in July.
- C. Building Transfer
  - a. After one (1) year at a building, an employee may annually request a transfer

to another building.

- b. A process for making the request, including the timing, forms, etc., will be developed and agreed upon by the parties.
  - c. In considering the request, the District will base its decision on objective criteria, such as evaluations, discipline, and other factors why an officer may be more effective at one building as opposed to another. If the District denies the request, the District shall provide, in writing, reasonable justification for its decision.
  - d. An employee may appeal the initial decision to deny a transfer to the Executive Director of School, Culture and Climate, and then to the Superintendent.
- D. Lunch Breaks. The Employer shall make reasonable efforts to provide members of the bargaining unit assigned to work eight (8) or more hours with a paid one-half (1/2) hour lunch break. The Union and Employer agree that any lunch period shall not relieve bargaining unit members of their duty to respond to situations that may occur during an employee's lunch break.

## **Article 20 Overtime**

- A. Employees will be paid overtime at the following rate and under the following conditions:
  - 1. Rate of pay shall be at time-and-one-half of the employee's regular pay rate for all hours compensated in excess of forty (40) hours in any work week.
  - 2. Rate of pay for all hours worked on Saturday and Sunday's shall be at time-and-one-half of the employee's regular pay rate.
- B. Assignment of Overtime/Extra Hours

**Scheduled Overtime** Scheduled Overtime shall be defined as reoccurring events outside of school hours that are authorized and performed in excess of regularly scheduled hours for which the Employer has considerable advance notice (e.g., basketball and football games, graduation ceremonies, etc.)

No less than twice per year, the Employer shall estimate the total number of scheduled overtime assignment vacancies. That number shall be divided equally

by the number of employees in the classification. The resulting number shall be the minimum number of events/vacancies each employee shall be required to work. A list of all overtime vacancies shall be circulated in order of classification seniority (from most to least) with each employee selecting at least the minimum number of required overtime assignments.

**Building Specific Overtime Assignments** Building Specific Overtime shall be defined as assignments authorized and performed in excess of regularly scheduled hours for which the Employer has reasonable operational justification to require employees regularly assigned to the building to fill the overtime vacancy (e.g., dances, concerts, etc.)

When the need for building specific overtime arises, the Central Office shall notify the building supervisor of the vacancy. The vacancies shall then be offered to employees currently assigned to that building in the order of classification seniority. In the event no eligible employees volunteer (or there are less volunteers than necessary to fill the vacancies), employees shall be forced to work in inverse classification seniority order.

**Non-Scheduled Overtime** Non-Scheduled Overtime shall be defined as hours that are authorized and performed in excess of regularly scheduled hours for which the Employer has less than 48 hours notice (e.g., sick time use)

When the Employer recognizes the need for non-scheduled overtime, the Central Office shall contact those employees eligible and otherwise able to fill the assignment in classification order. In the event no employees volunteer to work the assignment, the Employer shall make a good faith effort to mandate employees to work the assignment in inverse classification seniority order.

Employees shall be permitted, regardless of the type of overtime availability, to trade or give away all or any portion thereof of any overtime assignment for which they have been mandated to work. The Central Office shall be notified in advance of the event. While requests to trade or relinquish overtime assignments shall not be unreasonably denied, the Director of the Department of Public Safety reserves the right to deny trade requests where there exists reasonable suspicion the trades have been made to subvert the seniority assignment process as outlined herein.

All overtime assignments-will be made through the Public Safety central office.

Temporary and/or substitute employees may be used to work overtime/extra hours once all fill-time employees within the bargaining unit have been given the opportunity to work the overtime/extra hours.

### C. Weekend Duty

Weekend duty is an on-call assignment on weekends (and holidays if applicable), when normal District operations are closed. Employees assigned to weekend “on-call” duty are the representative of the school district and will need to act as liaison for outside governmental agencies, other district divisions and the general public.

The parties agreed that Public Safety Officers may be assigned to perform weekend “on-call” duty subject to the following terms and conditions:

1. Public Safety Officers will be allowed to volunteer to be on the weekend duty assignment on the basis of classification seniority. No less than twice per year, the Employer shall circulate a weekend duty sign up list among those employees qualified to perform weekend duty. Weekends shall be signed up for by employees on the basis of classification seniority. In the event there are less volunteers than there are weekend duty assignments, the Employer may mandate Public Safety Officers to perform weekend duty.

The Employer reserves the right to limit the ability of employees to work weekend duty on the basis of previous performance evaluations, record of attendance, and/or other factors related to the ability of the employees to satisfactorily perform weekend duty.

- (1) Public Safety Officers assigned to weekend “on-call” duty must submit to one weekend of orientation training by accompanying the on-call duty officer on all calls for that weekend. Employees accompanying the supervisor will be compensated for five hours of compensable leave time for the weekend orientation.

2. On-call hours shall include 6:30 a.m., Saturday through 7:00 a.m., Monday (or similar schedule for holidays, if applicable). Public Safety Officers assigned to weekend “on-call” duty must remain within reasonable drive time of any site within the Lansing School District during all hours of the assigned on-call period. During the hours the Officer is on-call, he/she will not be under the influence of or use any intoxicant.

3. The District Employer may remove any School Public Safety Officer from the weekend “on-call” duty rotation if his/her performance is unsatisfactory.

4. The District Employer will establish and publish written procedures

for weekend “on-call” duty, which will be followed by all officers performing the assignment, subject to the terms and conditions of this agreement.

5. Public Safety Officers will be compensated for weekend “on-call” duty on a stipend basis. for up to five hours of work on each day. The negotiated stipend is Officers assigned to weekend duty shall receive five (5) hours at one and one-half times the officer’s regular hourly rate for each day they are assigned on call. All hours in excess of five hours worked each day will be compensated at one and one-half times the officer’s regular hourly rate for all additional hours worked. If a School Safety Officers is assigned to work “on-call” for on a holiday as defined by this Agreement, shall be compensated five (5) hours at time and one half their regularly hourly rate for every holiday they are assigned on-call duty and time and one-half (1 ½) their regular rate of pay for all hours actually spent working.

6. The Employer will make available a District vehicle to perform weekend “on-call” duty assignments. Officers may choose to drive their personal vehicles for weekend calls instead of the District vehicle. The officer should advise the Public Safety Office before the end of business on Friday of his/her choice. Officers who drive their personal vehicles to respond to weekend “on-call” duty calls will be eligible to submit and be paid the IRS mileage rate for all miles driven.

## **Article 21 Compensatory Time**

In lieu of overtime payment, employees may elect to accrue compensatory time. Employees may accrue up to a maximum of eighty (80) hours of comp time annually. Compensatory time will accumulate at the rate of time and one-half (1 ½) the hours actually worked by the employee. Compensatory time shall be used at a time that is mutually agreeable to the employee and the Director of Public Safety or their designee and may not be used in the same pay period as it is earned. Requests for use of compensatory time shall, in usual circumstances, be made at least forty-eight (48) hours in advance and shall not be unreasonably denied. Unused compensatory time shall be paid out to the employee at the end of each year.

## **Article 22 Computation and Re-Payment of Back Wages**

- A. No claim by an Employee for back wages shall exceed the amount of wages the employee would otherwise have earned in normal working hours.
- B. The Employer may recover overpayment of compensation discovered no later

than six (6) months from the date of overpayment. In any repayment arrangement, The Employer may make payroll withholdings of no more than ten percent (10%) of an employee's gross bi-weekly pay. This provision may be waived upon mutual agreement of the Employer and affected employee.

### **Article 23 Resignation**

- A. Any employee desiring to resign shall file a letter of resignation with the Office of Human Resources at least ten (10) working days prior to the effective date.

### **Article 24 Service in Armed Forces Reserve or National Guard**

- A. An employee who is required to participate in annual duty training with the reserve components of the Armed Forces of the United States will be granted leave of absence for this purpose, for not to exceed two (2) weeks (10 working days) in any one fiscal year (July 1st through June 30th), and will be paid the difference the employee would have received had the employee worked the regularly scheduled shifts during such period(s) of duty and provided the employee presents an authenticated copy of the pay voucher.

### **Article 25 Leaves of Absence**

- A. Leaves Without Pay

Upon approval from the Office of Human Resources, leaves of absence may be granted without pay for a period not to exceed one (1) school year for the following purposes: Prior to leaving for a leave of absence that has been granted for a full school year the employee must turn in all uniforms, equipment, badge/ID and any other Board property.

1. Service in a governmental agency, state or nationally recognized professional, labor, or fraternal organization, which the employee has been formally designated to represent.
2. Educational Leave, which is directly related to the employee's present employment.
3. Illness Leave (physical or mental) upon written statement from the doctor.
4. Parental Leave
  - a. If an employee desires a parental leave of absence, he/she must file a written request with the Office of Human Resources prior to the anticipated date of such leave. The employee shall endeavor to

provide the Board with reasonable advanced notice.

b. Any parental leave of absence shall be for the duration of the pregnancy and extended no longer than through the post-natal examination period usually 6 weeks after termination of the pregnancy, or until the employee's physician provides written medical verification to the Office of Human Resources that the employee is physically sound and able to return to work.

5. Leaves of absence without pay may be granted for other reasons deemed appropriate.

6. Family and Medical Leave Act of 1993

Pursuant to the provisions of the Family and Medical Leave Act, eligible employees shall be granted unpaid leave for the purposes and to the extent required by law, subject to all the terms and conditions of the law and its implementing regulations. Any paid or unpaid leave which is otherwise available under the provisions of this agreement, for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of the eligible employee, to the extent permitted by the law and its implementing regulations.

If an employee takes advantage of the benefits of the law, he/she may use his/her accumulated compensable leave, accumulated and accrued vacation leave and/or accumulated personal leave during the family and medical leave. Similarly, the Board may require the employee to use his/her accumulated compensable leave bank in excess of thirty (30) working days during the family and medical leave.

If an eligible employee fails to return from an unpaid leave, during which the employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the employer, so long as the law and regulations allow the employer to require such repayment. Repayment shall be made within thirty (30) days after a demand for payment or according to a repayment plan agreed upon between the employee and the employer. Any amount, or portion thereof, which is owing for repayment shall be deducted from any wage or other payments owing to the employee. Any remaining deficiency owing for repayment shall be collectible by initiating legal action against the employee for repayment, if not remitted within thirty (30) days after the demand for repayment is made upon the employee or as otherwise previously agreed in a repayment plan.



7. General Provisions

The Employer may request a physician's statement from the employee prior to the time the employee returns from a leave of absence. The Employer may choose at its option and expense to have the employee examined by the Employer's physician prior to the employee's return to work. Except for employees on a maternity leave of absence, employees on a leave of absence shall notify the Office of Human Resources of their intent to return to work thirty (30) days prior to the expiration of their leave. Employees desiring extensions of approved leaves of absence, shall submit written extension requests no later than 30 days prior to the expiration of the approved leave. Failure to do so shall be considered as a voluntary quit.

Upon return to work, the employee shall return to the same salary step as that held at the time of leaving. Employees shall not accrue seniority while on unpaid leave(s) of absence.

Employees on medical leave of absence of one month or longer may, at their option, reserve any portion of their remaining sick bank, not to exceed forty (40) hours.

**Article 26 Compensable Leave**

A. Sick Leave

All employees covered by this Agreement shall be granted one (1) sick leave day per month, with a maximum accumulation of (sixty 60) days. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked.

Sick Leave with full pay may be taken for:

1. Personal illness or injury.
2. Illness or serious injury to members of the immediate family. Immediate family shall include the employee's spouse, children, parents, foster parents, parents-in-law, brothers, sisters and any other person for whom the employee is financially or physically responsible.
3. To attend the funeral of a close friend or relative (limit one (1) day per occurrence).
4. When emergencies arise calling for the immediate presence of the

employee. An emergency for the purposes of this provision shall mean an unforeseen incident over which the individual has no control and requires immediate attention. The individual should and has made every effort in their power to resolve the situation without taking time off from work.

Any employee absent due to illness shall notify the Public Safety Central Administration Office at least one-half hour before his/her scheduled shift.

Verification may be requested upon return to work when an employee is absent for illness or there are patterned absences, an employee reaches a zero balance in his/her paid time bank (excluding workers comp & Article 36), excessive absences, questionable absences, etc.

#### B. Personal Leave Days

Two (2) leave days per year shall be granted annually to each employee working a full year (defined as 38 weeks or more). Employees hired after the beginning of a fiscal year shall be credited with a prorated number of personal leave days.:

An employee requesting a leave day shall file a notice of the intent to take such day with his/her supervisor at least seventy-two (72) hours prior to the date of such leave (except in the case of emergency). Such notice shall include a statement of the reason for such leave.

Leave days with pay, or fraction thereof, credited to each employee shall be utilized and charged to the employee for a minimum of two (2) full hours for each chargeable event. Time used beyond two (2) hours shall be charged as actually used, rounded to the nearest quarter hour. In cases of emergency, the Employer may allow use of leave days with pay for time periods of less than two (2) full hours, rounded to the nearest quarter hour.

In the event that an employee does not use all portion of his/her personal leave, the unused portion shall be transferred to his/her regular cumulative sick leave balance. Personal leave shall not be cumulative from year to year.

#### C. Dock Time

An employee may not elect to go unpaid, except where expressly permitted by this Agreement, if the employee has paid time available from an appropriate source, (sick, vacation or personal leave time) to cover the duration of the absence.

#### D. Attendance Incentive Bonus

The parties mutually agree to implementation of an "Attendance Incentive Bonus" for each year. Those employees who are absent from work for six (6) days or less shall receive a .75% off-schedule stipend based on their contract base salary/wage schedule rate of pay (meaning all officer's current step on the salary/wage schedule), not subject to MPSE's, payable on the first pay period in July of each year of the contract.

For the purpose of the Attendance Incentive Bonus, employees shall not be penalized for absences as a result of the following:

Approved FMLA Leave time;

Superintendent Approved Conferences;

Work-related Subpoenas of Jury Duty:

Work-related training;

Administrative Leave as required and approved by the district, excluding disciplinary action. Those who are placed on Administrative Leave as a result of a disciplinary investigation which does not result in formal disciplinary action shall be eligible for the Attendance Incentive.

If an employee exhausts their FMLA Leave during the year and is otherwise off work for more than six (6) work days, s/he will not be eligible for the Attendance Incentive, except for an employee who is absent due to being on worker's Compensation, in which case the employee will receive a prorated bonus based on the employee's days of total attendance during the school year divided by the total work days in the school calendar after deducting sixty-six (66) work days for the twelve (12) weeks of FMLA leave and six (6) more work days.

#### E. Union Leave

Members of the Union who are elected to attend a function of the Union, such as conventions or educational conferences, shall be allowed time off without loss of time or pay to attend such conferences and/or conventions. Total combined time shall not exceed five (5) days per year for the entire Union membership.

#### F. Bereavement

In the event of a death of any member of an employee's immediate family or the death of a member of a spouse's immediate family, the employee shall be excused from work to attend the funeral and make other necessary arrangements up to a maximum of five (5) days charged against earned sick, personal, or vacation leave. Immediate family shall mean spouse or partner,

children, father, mother, brother, sister, grandparents, grandparents-in-law, grandchildren, niece, nephew, aunt, uncle and any dependent who resides in employee's household at the discretion of the Director of Public Safety. A spouse's immediate family shall consist of father, mother, brother, sister and grandparents.

Additional bereavement leave may be granted at the discretion of the Director of Public Safety.

#### **Article 27 Workers' Compensation (On-the-job-injury)**

- A. In cases of physical disability resulting from compensable accidental injuries while on the job, the Employer will augment the payment the employee receives through Workers' Compensation in the following manner:

Employees who are injured while on duty, resulting in loss of time, shall be paid their full day's pay at their regular rate for the day on which the injury occurred. Employees shall receive from the Board the difference between the Workers' Compensation payment prescribed by law and their regular salary for the first seven (7) consecutive calendar days following the date of injury.

Beyond the seventh (7) consecutive calendar day, employees shall receive from the Employer the difference between the Workers' Compensation payment prescribed by law and their regular weekly income to the extent and until such time as such employees shall have used up any accumulated leave.

#### **Article 28 Rates for New Jobs**

- A. When a new job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union of the classification and rate structure. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation.

#### **Article 29 Regular Short-Year Employees**

- A. Regular short-hour employees shall receive all the benefits of this Agreement on an equal ratio basis additional hours during the week will be considered as extra hours and shall be paid at regular hourly rate unless the time is covered by the Overtime Article of the Agreement.
- B. Regular short-hour employees will not accrue credit toward completion of their probationary period during the weeks they are not scheduled to work.

- C. Regular short-hour employees shall be granted one (1) sick leave day per month, not to exceed ten (10) days per year.
- D. Regular short-hour employees shall receive the paid holidays in accordance with Article 31 of this Agreement.

Regular short-hour employees shall be eligible for holiday pay pursuant to the same conditions as Article 32, Section D.

- E. Regular short-hour employees shall be entitled to a pro-rata share of vacation allowance granted to full-time employees. However, vacation time off will only be granted as approved by the Director of Public Safety.

**Article 30 Jury Duty**

- A. An employee who receives a jury duty interview and appearance notice must notify the Office of Human Resources within two (2) school days of such notice. If any employee is summoned and reports for jury duty, the employee shall be paid the difference between the amount received as a juror and the normal week's pay, provided the employee is available for work within the regular work schedule when not occupied for jury duty. It is understood and agreed that an employee shall be required to report to work on any and all days when not sitting as a juror. To be eligible for jury duty pay differential, the employee must furnish the Employer with a written statement from the appropriate public official listing the amount and the dates the employee received pay for jury duty.

**Article 31 Holidays**

- A. The following days shall be recognized and observed as paid holidays with premium pay or overtime pay if worked.

Full-Time Employees	Short-Hour Employees
New Year's Day	Memorial Day
Martin Luther King Jr. Day	Labor Day
Good Friday	Good Friday
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day
Thanksgiving Day	New Year's Eve
Day after Thanksgiving	New Year's Day
Christmas Eve	
Christmas Day	
New Year's Eve	

Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, then the succeeding Monday shall be observed as the holiday.

- C. Employees shall be eligible for holiday pay under the following conditions:
1. The employee should have been scheduled to work on such day if it had not been observed as a holiday and the employee is not on vacation or sick leave.
  2. The employee worked the full period of the last scheduled work day prior to and the next scheduled work day following the holiday, unless excused by the Employer.
  3. There shall be no holiday pay for an employee on suspension, unless reversed through the grievance procedure.
2. If an employee works on any of the paid holidays listed above, the employee shall be paid in addition to the holiday pay a sum computed by multiplying his/her current hourly rate of pay by twice the number of hours the employee works on said paid holiday.

Any additional days designated as holidays by the District during the term of this Agreement shall be paid holidays within the meaning of this Article.

## **Article 32 Vacations**

Vacation time will be accrued as follows based on District Seniority as of June 30th of the given year:

The first two (2) years:	80 hours
Upon completion of three (3) years:	120 hours
Upon completion of five (5) years:	160 hours

Vacation balance will be applied as of July 1st in one lump sum for all eligible employees for use during the following school year.

Loss of seniority, as defined by Article 9 of this Agreement, will result in a reset of years of service for the purposes of calculation of vacation accrual.

On regular scheduled workdays where students are present, no more than two (2) employees in the same classification may be scheduled for and/or on approved

vacation on any given day.

On regular scheduled workdays where students are not present, no more than six (6) employees in the same classification may be scheduled for and/or on approved vacation on any given day.

Vacation days will be bid and approved on the basis of classification seniority. All vacation requests for the following school year must be submitted to the Director of Public Safety by the last official day of school with students present. Thereafter, the Director will review all requests for the following year and approve or deny said requests based on seniority and availability. The Director of Public Safety, no more than fourteen (14) days after the last day of school shall notify employees of the outcome of the herein outlined vacation bid process; to include the posting of all approved vacation requests. After July 1st of each year, vacations will be approved for that current year on a first come, first served basis.

Any Employee with less than one (1) year of District Seniority is not eligible for any payout of vacation time upon separation of employment.

- C. Vacation allowance may not be accumulated from one fiscal year to the next except on the basis of written request which must have the approval of both the Director of Public Safety and the Office of Human Resources. Pursuant to Board policy, ten (10) days of vacation allowance may be accumulated from one fiscal year to the next.

### **Article 33 Employee Insurance Benefits**

A. Commencing July 1, 2016, and continuing through June 30, 2018, the District shall pay the maximum amount towards the annual hard cap cost of medical insurance for each eligible employee within the Capitol City Labor Program Inc. as is permitted by 2011 PA 152. The maximum amounts will be applied as of the effective date of the renewal of the premium rates (currently November 1).

Employees electing medical insurance shall pay the difference, if any, pursuant to the District's Internal Revenue Code section 125 plan.

- B. The annual allocated amounts identified above shall be prorated for employees who begin work after the start of the scheduled work/school year or terminate employment before the year is completed. The annual allocated amounts shall also be prorated for employees who change subscriber categories during the medical benefit plan coverage year.

- C. An open enrollment shall occur in September of 2012 to be effective November 1, 2012. The medical plans offered during open enrollment shall be PHP Plan#1, PHP Plan #5 and PHP Cap Plan A. The benefits and coverage are as defined in a handout dated June 2012. The parties agree that the insurance contract and underwriting rules shall govern benefits and coverage and that the Board's obligation shall be limited to paying the premiums described above. In the event that the Board or another bargaining unit identifies a comparable medical plan at lesser cost during the 2012-2013 year, CCLP agrees to meet and discuss the alternate plan.
- D. Eligible employees electing medical insurance shall pay the difference between the Board's contributions identified above and the actual cost of the medical plan selected, via payroll deduction in accordance with the District's IRS Section 125 plan. The deductions for medical insurance shall begin with the first payroll in September at the current 10% cost sharing. In addition, the catch-up contribution for July and August shall be deducted beginning with the first payroll in September 2012 and be continued through June 30, 2013 starting in November 2012, the employee's deductions shall be adjusted based upon the PHP medical plan selected and the eligible employee's coverage category for the hard cap coverage. All deductions will be made from September 2012 through June 2013 payroll and will cover the employee's share of premium costs for the 12-month period beginning July 1, 2012 and continuing through June 30, 2013.
- E. Eligible employees electing non-medical benefits shall continue to pay 10% of the cost of the monthly premiums and the Board shall continue to pay 90% of such costs in the manner deducted during the 2011-2012 year.
- F. Effective as of July 1, 2012, District reimbursement of out-of-pocket deductible costs shall cease.
- H. Cash in lieu shall be paid at the rate of \$450 per month for the duration of this agreement.

**Article 34 Longevity**

- A. Longevity payments will be made according to District Seniority on the following schedule:

1.	Beginning 9 years through 14 years	\$650
2.	Beginning 15 years through 19 years	\$870
3.	Beginning 20 years and over	\$1090

- B. The longevity to which an individual is entitled shall be determined by the number of years the employee has completed by December 1 of a given year.



- C. Longevity payments shall be paid in one lump sum on the first pay period in December to those employees who are actively employed. The payment shall be made by check separate from employee's normal bi-weekly payroll. Eligible employees on unpaid leaves of absence shall receive such longevity payments upon return to work within one year from the effective date of their leave of absence. Longevity will be pro-rated only in cases of MPSERS eligibility or death.

### **Article 35 Training Education Reimbursement**

- A. Qualified employees, who hold certification, may be asked to train other Lansing School District employees. The rate of pay for the training will be two (2) times the Employee's regular rate of pay per hour provided the training takes place on non-student/Professional Development days. The decision to use qualified officers as trainers will be at the sole discretion of the Employer.
- B. The District will provide a \$2,000 annual education fund for non-probationary employees to utilize on a first come basis to enroll in either undergraduate, college level courses or seminars related to the content or performance of their assignment. The educational funds must be used for a pre-approved degree program that is directly related to the employee's position or will be of benefit to the district. Each employee shall be limited to a maximum reimbursement per fiscal year of \$500, however the maximum reimbursement can be increased and divided evenly between applicants, as long as it does not exceed the \$2,000 budgeted amount. Applicants will only be reimbursed upon successful completion of the prior approved coursework. For college courses, successful completion will be established by earning at least a 2.0 ("C") grade in the course.
  - 1. The institution through which the education is/was offered
  - 2. The title, number, content or other identifying information regarding the course work.
  - 3. The number of credits or CEU's earned by successful completion of the course, if applicable
  - 4. The term the course is/was taken or date of seminar
  - 5. Proof of payment of the tuition charged for the course or fee for the seminar.
- C. Requests for reimbursement must be submitted to the Director of Public Safety to be processed, and must be submitted no later than 30 days after the end of the term during which the course was taken or date of the seminar. If there are unexpended funds at the end of a fiscal year, such unexpended funds will only be carried over to the next fiscal year if they were appropriately encumbered during the applicable fiscal year and the course was commenced during the applicable fiscal year.

- D. Any disputes about the relevance of a course or seminar to the job of the employee may be appealed to a special conference for resolution.

### **Article 36 Evaluation**

- A. The Employer and Union agree that all employees covered by this agreement should receive periodic feedback regarding the quality of their work by their supervisors.
- B. For the length of the contract, employees shall meet informally with their immediate supervisor at least twice prior to their final annual performance evaluation to review current status of performance. This evaluation shall include feedback from the building administrators regarding the officers' performance.
- C. A copy of the final evaluation must be given to the employee, who shall sign the form indicating receipt of the copy. A copy of the evaluation is then placed in the employee's personnel file.

Employees who disagree with the evaluation may file a written attachment explaining their disagreement with the evaluation within twenty (20) work days of receipt of the evaluation.

The District will use the evaluation form. Any changes to the form will be mutually agreed upon by the Union and the District.

This employee evaluation shall not be considered grievable unless the employee timely files a rebuttal within the twenty (20) day period as outlined within this Article and the Employer later relies on the evaluation in issuing the employee progressive discipline.

### **Article 37 Separation Allowance**

- A. Upon retirement, under the Michigan School Employees Retirement Plan, or upon death, the employee or beneficiary shall receive a lump sum payment computed by multiplying his/her last daily rate by fifty percent (50%) of the employee's accumulated sick leave with a maximum of \$5,000. For the purposes of this section, "retirement" shall be defined as the voluntary separation of employment by an employee upon or after achieving age and service eligibility to immediately receive an unreduced retirement benefit.

### **Article 38 Mileage Reimbursement**

- A. Employees who are required as a part of their job on a regular basis to use their own vehicle for transportation in order to perform their duties shall be reimbursed at a mileage rate equal to the maximum current allowable IRS per mile rate. Mileage will be computed on the basis of actual miles logged and reported each month. Prior notification to use a personal vehicle must be provided to the Director of Public Safety. All approvals for the use of personal vehicles shall be at the discretion of the Director of Public Safety.
- B. Employees who use their private vehicles to go to court shall be allowed to keep any mileage fees applicable. When driving a district vehicle to court employees shall not accept mileage fees from the court.

### **Article 39 Union Bulletin Board**

- A. The Employer shall provide bulletin board space in each building which may be used by the Union for posting dated Union notices of the following types:
  - 1. Notice of Union recreational and social events;
  - 2. Notice of Union announcements of elections;
  - 3. Notice of Union results of elections;
  - 4. Notice of Union meetings.

### **Article 40 Telephone Requirement**

- A. Employees shall be required to maintain an operating telephone number for emergency call-in purposes. This telephone number shall be reported to the Department of Public Safety and the Office of Human Resources. Changes in telephone numbers and addresses shall be reported immediately to the of Public Safety and the Office of Human Resources. Any officer changing their telephone contact numbers must submit the change to the Department of Public Safety and Office of Human Resources within 24 hours of the change.

### **Article 41 Miscellaneous**

- A. Nondiscrimination and Equal Employment Opportunities

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability, marital status or other illegal basis.

In light of the parties' mutual obligation to apply the terms of this Agreement in accordance with employment laws related to equal employment opportunity,

each party agrees to advise the other of equal employment opportunity problems of which it is aware. The Employer and the Union will jointly seek solutions to such problems through the procedures and programs provided in this agreement.

B. Election of Remedies

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure such as, but not limited to, a Veteran's Preference Hearing pursuant to Act 305 of the Public Acts of 1897, et seq., or any other federal law pertaining thereto, and/or civil rights matters pursuant to Act 453 of the Public Acts of 1976, or any federal or state law pertaining thereto, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract.

If any employee elects to use the grievance procedure provided for under this contract and subsequently elects to utilize a statutory remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided hereunder shall not be applicable.

C. Handicap Accommodations

The Board agrees to abide by the provision of the Americans with Disabilities Act.

D. Property Damage

The Board will repair, reimburse or replace for employees the current value of clothing or personal property damaged or destroyed as a result of an accident, act of vandalism, or assault and/or battery upon them suffered in the good faith performance of their employment. Limitations upon this right include: (a) a maximum recovery of \$250.00 per incident; (b) the loss is covered by insurance; (c) reimbursement can be obtained from other sources; (d) vandalism to an automobile which is associated merely with its presence on school property, as opposed to some job-related action by the employee; (e) the claim is not made within seven (7) working days of the loss; and/or (f) the employee fails to cooperate with the investigation of the loss.

Disputes arising from this section shall be resolved by an ad hoc committee, comprised of the Union president/designee, the claimant, a representative from the Office of Human Resources, and a representative of the Employee Benefits office.

E. Effects of Involuntary Transfers

The Employer will make reasonable attempts to accommodate or offset the negative impacts of involuntary mid-year transfers. Such accommodations will be secondary, however, to the Public Safety Department's primary responsibilities.

F. Uniforms

In the event the Employer provides employees covered hereunder with uniforms, the following conditions shall apply to the Employer and the employees.

1. Employee Responsibilities

Employees will be expected to comply with all regulations regarding the wearing of uniforms. Additionally, employees will be required to maintain their uniforms in a clean, neat and business-like manner. Employees will be responsible for any damages to uniforms resulting from negligence or misuse, in addition to expected minor repairs such as replacement of buttons or sewing of split seams.

2. Employer Responsibilities

The Employer will be responsible for repairs and replacement (as appropriate) for damage or wear to uniforms which occurs in the regular course of employment. The Employer will make reasonable arrangements for the annual cleaning of winter parkas and rain gear. The Employer shall pay for the cleaning of uniforms at least bi-weekly. The Employer will supply one (1) pair of shoes annually, if requested by the employee.

The Director of Public Safety will provide notice to the union of any changes that will be made in the composition of the employee uniform.

**Article 42 Rights of Employer**

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.

B. Except as abridged by the terms of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations.

2. Continue its rights, policies, and practices of assignment and direction of its personnel, and scheduling.
  3. The right to direct the working forces, including the right to hire, promote, discipline, transfer and determine the qualifications of employees and the size of the work force.
  4. Determine the services, supplies, and equipment necessary to continue its operations.
  5. Adopt reasonable rules and regulations.
  6. Determine overall goals and objectives as well as the policies affecting the educational programs.
  7. Continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.
- C. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.
- D. The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement.

### **Article 43 Safety**

- A. All employees shall be trained in basic first aid and in CPR yearly. Employees must maintain certification in first aid and CPR. The cost will be borne by the school district.
- B. The Employer will make a reasonable effort to ensure that a substitute officer will be provided when there is a shortage in a building so that no school has less than the regularly assigned number of officers on duty, as determined by the Director of Public Safety.
- C. All new substitutes and new hires will job shadow a permanent employee for five (5) working days.
- D. A working, compact, lightweight, high-quality radio shall be provided for each Public Safety Officer.

E. An employee is required to report to his/her immediate supervisor, any workplace accident and/or unsafe work practice(s) or condition(s). The Employer shall make reasonable provisions for the health and safety of employees during the hours of their employment and shall endeavor to maintain its facilities and equipment in safe operating condition.

#### **Article 44 Distribution of Agreement**

A. The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

#### **Article 45 Negotiating Procedures**

A. At least sixty (60) days prior to the expiration of this Agreement, the Union and the Employer will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment.

B. This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiations. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.

C. If, during the term of this Agreement, there is any change in state law which substantively affects any term of this Agreement the parties may collectively bargain concerning the change.

#### **Article 46 Compensation (SEE PAGE 42 FOR SALARY SCHEDULE)**

A. The parties agree that, for the duration of this contract (through June 30, 2027), there shall be a wage increase applied to the salary schedule or other rates of compensation defined in the Collective Bargaining Agreement of 5% as of July 1, 2023 (effective on ratification), 4.0% as of July 1, 2024, and 3% as of July 1, 2025, and 3% as of July 1, 2026.

B. Wage Scale Implementation. On July 1st of each year of this Agreement, employees shall advance within the salary schedule for his/her classification one (1) step from their then-current placement on the schedule.

C. Honorarium. In recognition of their continued service to the Employer, the District shall pay bargaining unit employees a one-time honorarium in the amount of Five hundred dollars (\$500.00), less applicable taxes and payroll deductions, within

thirty (30) days of the date of ratification of this Agreement.

**Article 47 Inclement Weather**

The district will pay for two (2) days of Inclement Weather Compensation, each year, to be used by employees at their discretion when schools are closed due to inclement weather. If an employee is unable to use their Inclement Weather Compensation days due to their attendance at work, any remaining Inclement Weather Compensation will roll over to Vacation leave which must be used by the end of the fiscal year.

**Article 48 Duration of Agreement**

- A. The parties agree that these provisions expire June 30, 2027, and that the Employer shall not thereafter assume or pay any financial obligations related to salary and insurance, in excess of those specified herein, except in accordance with a mutually ratified successor or agreement.



Capital City Labor Program, Inc.

By:   
President

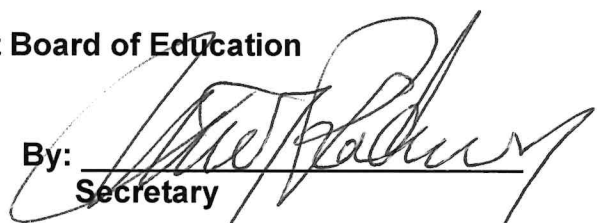
By:   
Executive Director

Date: 9/8/23

Date: 09/11/2023

Lansing School District Board of Education

By:   
President

By:   
Secretary

Date: 9/7/2023

Date: 09/7/23

**SALARY SCHEDULE 2023-2027**

**Public Safety Officer**

	+5%	+4%	+3%	+3%
	07/01/23 – 06/30/24	07/01/24 – 06/30/25	07/01/25 – 06/30/26	07/01/26 – 06/30/27
Start	\$19.36	\$20.13	\$20.74	\$21.36
Year 1	\$20.11	\$20.91	\$21.54	\$22.19
Year 2	\$20.46	\$21.28	\$21.92	\$22.57
Year 3	\$20.76	\$21.59	\$22.24	\$22.91
Year 4	\$21.19	\$22.04	\$22.70	\$23.38
Year 5	\$21.51	\$22.37	\$23.04	\$23.73
Year 6	\$22.04	\$22.92	\$23.61	\$24.32
Year 7	\$22.56	\$23.47	\$24.17	\$24.90
Year 8	\$23.09	\$24.01	\$24.73	\$25.48

**Public Safety Office Specialist**

	+5%	+4%	+3%	+3%
	07/01/23 – 06/30/24	07/01/24 – 06/30/25	07/01/25 – 06/30/26	07/01/26 – 06/30/27
Start	\$24.15	\$25.12	\$25.87	\$26.65
Year 1	\$24.52	\$25.50	\$26.27	\$27.05
Year 2	\$24.87	\$25.86	\$26.64	\$27.44
Year 3	\$25.25	\$26.26	\$27.05	\$27.86
Year 4	\$25.63	\$26.66	\$27.45	\$28.27
Year 5	\$26.02	\$27.06	\$27.87	\$28.71
Year 6	\$26.54	\$27.61	\$28.43	\$29.29
Year 7	\$27.07	\$28.15	\$29.00	\$29.87
Year 8	\$27.59	\$28.70	\$29.56	\$30.45