

**AGREEMENT**

**between**

**LANSING SCHOOL DISTRICT**

**and**

**SCHOOL SAFETY OFFICERS CHAPTER**

**of Local Union #1390**

**affiliated with Council 25**

**and the**

**INTERNATIONAL UNION OF THE AMERICAN FEDERATION**

**OF**

**STATE, COUNTY, AND MUNICIPAL EMPLOYEES**

**AFL-CIO**

**July 1, 2005 through June 30, 2008**

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## **AGREEMENT**

This Agreement entered into between Lansing School District, a Michigan Municipal Corporation (hereinafter referred to as the "Employer"), and the Lansing School District School Safety Officers Chapter of Local Union #1390, affiliated with Michigan Council 25 and the International Union of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

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

### **Article 1 Recognition**

#### 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 Safety Officers excluding supervisory and executive personnel.

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

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**

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.

### **Article 4 Union Security**

#### **A. Requirements of Union Membership**

1. 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 continued employment, to continue membership in the Union for the duration of this Agreement.

2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition to continue employment, to members of the Union, or pay to the Union each month a service charge in an amount not to exceed the regular monthly dues for the duration of this Agreement, on or before the thirtieth (30th) day following each effective date.
3. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required as a condition of continued employment, to become members of the Union, or pay to the Union each month a service charge in an amount not to exceed the regular monthly dues for the duration of the Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit. The Union shall provide information to all service fee payers regarding a legally sufficient means of inquiring into and/or challenging use of service fees.
4. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this Article if they are not more than thirty (30) days in arrears in payment of the service charge.
5. Employees who fail to comply with the requirements of this Article will be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.
6. The parties recognize that a union wishing to collect agency shop service fees must adopt constitutionally adequate procedures. The Union agrees, upon request from the Board, to provide the Board for its review a copy of the Union's current procedures regarding objections to political/ideological expenditures together with a copy of the materials distributed by the Union to bargaining unit members who choose not to join the Union or object to the representation service fees. The parties agree to meet, discuss and exchange information regarding the Union's collection and objection procedures upon the request of either party.

The Union will certify annually to the Board, the amount of said service fees to be deducted and certify that said fees include those amounts permitted by the contract and by law.

7. Union agrees to indemnify and save the Employer harmless against any and all claims, suits, or other forms of liabilities arising out of the Employer's compliance with this Article of the Agreement.

## B. Union Dues

1. Payment by Check-off.  
Employees shall authorize deduction of monthly membership dues or service fee by signing the Authorization for Checkoff form.
2. Check-off Form.  
During the life of this Agreement, the Employer agrees to deduct Union membership dues or service fee from the pay of each employee who executes or who has executed the Authorization for Check-off form and filed the same with the Employer. The Employer shall be entitled to rely solely on the written notice of the Financial Officer of Michigan Council 25, AFSCME, AFL-CIO and countersigned by the Chairperson of the Lansing School Employees Unit, as to the amount to be deducted from the employee's wages and the employees from whom such deductions are to be made, provided that authorization shall be given to the payroll department at least three (3) weeks prior to the pay day of which deductions are to be made and provided deductions for check-off shall not supersede any legally required deductions or deductions authorized prior to April 18, 1974, and the Employer shall not be required to make any check-off if the employee's pay is not sufficient to cover the dues in any pay period.
3. When Deductions Begin.  
Check-off of deductions under all properly executed Authorization for Check-off shall become effective at the time the authorization is signed by the employee and shall be deducted each pay period.
4. Remittance to Financial Officer.  
Deductions for any calendar month shall be remitted to the designated Financial Officer of Michigan Council 25, with a list of employees from whom dues or a service fee have been deducted between the 15th and 30th day of the current month.
5. Termination of Check-off.  
An employee shall cease to be subject to Checkoff Dues for this unit beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.
6. Disputes Concerning Union Membership.  
Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representatives of the Employer, the employee, and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

C. PEOPLE Deduction

The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provide for in written authorization. Such authorization must be executed by the Employee in accordance with applicable state and federal regulations and may be revoked by the Employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each Employee from whose pay such deduction is made and the amount deducted. The Union will provide all necessary forms and make all contacts with the Employees to notify them of this optional deduction and will assume responsibility for compliance with applicable state and federal laws regarding notification and authorization of deductions.

**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. The School District shall be divided into two (2) zones for the purpose of the Steward system. There will be one Steward selected for all schools south of Main Street, and one Steward selected for all schools north of Main Street. Alternate Stewards shall be appointed by the Unit Chairperson to act in the absence of the designated Stewards.
- B. The names of the Officers and Stewards 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 all Stewards and the Unit Chairperson for the purpose of administering the grievance procedure.
- D. Before leaving their job to perform services under this Agreement, the Stewards or Unit Chairperson 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 Chapter Chairperson and/or Area Steward to meet privately with the new bargaining members for a minimum of thirty (30) minutes.

## **Article 7 Seniority**

- A. 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.
- B. 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.

- C. Seniority shall be on a unit-wide basis, in accordance with the employee's last date of hire.
- D. Regardless of his/her position on the seniority list, the Unit Chairperson shall head the seniority list in the event of layoff only, provided he/she can perform the work available.

### **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 list being provided to employees.

### **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 shall be made. 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 a 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 length of seniority in the District, whichever is shorter.

An employee's seniority date shall be adjusted if he/she transfers outside the unit for more than two (2) years (see Article 12), or if he/she takes a leave of absence (see Article 25).

## **Article 10 Layoff Defined**

- A. The word layoff means a reduction in the work force.
- B. If it becomes necessary for a layoff, the following procedures will be mandatory. Probationary employees shall be laid off first. When all Probationary employees have been laid off and further reductions are required, then seniority employees will be laid off according to seniority. In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for a special conference. If not resolved it shall then be submitted to the third step of the grievance procedure.
- C. Employees to be laid off for an indefinite period of time will have at least fourteen (14) 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. In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for a special conference. If not resolved it shall then be submitted to the third step of the grievance procedure. Notice of recall shall be sent to employees at their last known address by registered or certified mail.
- B. If employees fail to report for work within eight (8) days from date of mailing of notice of recall, they may be considered as a 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**

If an employee is transferred to a position under the Employer not included in the bargaining unit and within two (2) years 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 two (2) years, 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. Should the job vacancy occur after April 15, the District may notify the Union that it is seeking an extension of up to sixty (60) days.
- D. All applicants will be considered on the basis of qualifications and seniority.
- E. A meeting will be held annually, at least two weeks before school starts, to review assignments for the upcoming school year.
- F. Before an employee is transferred, the District will provide the employee and the Union with the business reason(s) for the transfer. The reasons for the transfer shall not be arbitrary or capricious.

### **Article 14 Counseling and Reprimands**

When it is determined to be appropriate by the employer an employee may be verbally or formally 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. Formal counseling (written) may be placed into the employee's personal file.

In case of a reprimand, which could be construed as detrimental to an employee's present or future employment, the reprimanded 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, then this reprimand shall not affect the job status of the employee. Should the disciplined employee or the Steward consider the reprimand to be improper, a complaint shall be presented, in writing, through the Steward to the Director of Public Safety within three (3) regularly scheduled working days of the discipline. The Director of Public Safety will review the discipline and give a written answer within three (3) 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 three (3) working days after the response of the Director of Public Safety.

## **Article 15 Suspension or Discharge**

- A. The Employer will only suspend or discharge employees for just cause.
- B. An employee being suspended or discharged shall have the right to meet with a Steward before leaving the Employer's property.
- C. Should the suspended or discharged employee or the Steward consider the discipline to be improper, the matter shall be referred to step three of the grievance procedure within three (3) regularly scheduled working days.
- D. It is agreed that just cause for discharge includes any employee who:
  - 1. is convicted of any felony or circuit court misdemeanor.
  - 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. In proper cases exceptions shall be made.
  - 4. does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases exceptions shall be made.
  - 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.
  - 7. brings intoxicants or drugs onto Board property.
  - 8. consumes or sells intoxicants or drugs on Board property.
  - 9. steals Board 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. falsifies records.
  - 12. duplicates Board keys.
  - 13. carries a lethal weapon onto Board property.
  - 14. violates any child protection law.
  - 15. sexually harasses a student.

16. 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.
- E. 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 three (3) representatives of the Employer and no more than three (3) 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.

Whenever possible, conferences shall be held between the hours of 5:00 P.M. and 11:00 P.M. 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 three (3) 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 eight (8) 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.
  - d. The arbitrator shall have no power to grant relief for any damages for periods commencing before the later of: the date the grievance arose or ten (10) calendar days before the grievance was advanced at Step 1.
  - 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, nor shall the arbitrator substitute his/her judgment for that of the Board as to the reasonableness of its practice, policy, rule or action.
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 not 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.

Additionally, when it is appropriate to evaluate an employee's physical, mental, and/or emotional fitness for work, the employee may be required to undergo an examination by a medical professional. Such medical professional shall be selected from a mutually approved list. The parties shall also develop a mutually satisfactory list of laboratories, and agree upon appropriate procedures for testing. If an employee is required to undergo examination or testing on duty time, he/she shall not suffer a loss in pay. If the District requires the employee to make arrangements to see the medical professional, the employee will be allowed a reasonable period of time in which to be examined (taking into account the availability of appointments, or other reasonable cause for delay), before the employee is penalized by loss of pay for failure to comply with the requirement to see the medical professional. 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.

- 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. All bargaining unit members must live within twenty (20) miles of the Lansing School District Boundaries. Each employee within the unit must maintain the current place of residence on file with the Office of Human Resources. New employees within the unit who fail to comply with the residency requirement shall be subject to discharge, it being acknowledged that failure to establish and maintain residency is just cause for dismissal. Employees employed in the bargaining unit before the ratification of the 1996 agreement shall not be restricted in the selection of their current or future residences by this provision.

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 be 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 \$400.00 (four 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 annual basis 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 \$150.00 (one hundred fifty 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 Saturday inclusive. The workweek shall consist of forty (40) work hours, Monday through Sunday inclusive.
- 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 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.

## Article 20 Overtime/Weekend Duty

- 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 regular pay schedule for all work performed in excess of forty (40) hours in any work week.
  2. Rate of pay for all Sunday work shall be at time-and- one-half of the regular pay schedule. -.
- B. Equalization of Overtime/Extra Hours

Overtime and extra hours shall be equalized among qualified employees within each building as nearly as possible. Overtime shall also be equalized among qualified employees within the District as nearly as possible.

Overtime will be initially assigned on the basis of seniority. The employee with the lowest seniority number (highest years of service) will be offered the overtime first. If this person refuses, the overtime will be offered to the person with the second lowest seniority number, and so on until the overtime is assigned. Once a person has been offered overtime work, the number of hours accepted/refused will be logged. Future overtime work assignments will be made by contacting the person with the least number of overtime hours logged, then the person with the next least number of overtime hours logged, and so on until the overtime is assigned. The overtime work list will remain in effect each school year and will expire on the last day of June each year.

Employees returning from a leave of absence will be averaged into the over time roster and placed accordingly on to the roster given their averaged overtime hours.

Assignment of building overtime will be handled in the following manner. Building overtime assignments include, but are not limited to: building specific events such as concerts or plays, contracted events, or any other site specific activity that requires the assignment of security personnel. Building overtime will be offered to all security personnel assigned to that zone, with an objective of having one officer who is assigned to the building where the overtime will be worked as practicable. Assignments will follow the procedure established, above, using the building and zone security personnel. If all school safety officers assigned to the site and zone refuse the overtime, the overtime assignment will be offered to other school safety officers according to the District assignment procedures established, above.

All overtime assignments, whether District wide or in building, will be made through the Public Safety central office.

Temporary employees shall not be used to work overtime/extra hours until all other employees within the bargaining unit have been given the opportunity to work 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 School Safety Officers may be assigned to perform weekend “on-call” duty upon tentative agreement of the terms for a 1996 collective bargaining agreement and during the term of the 1996 agreement, subject to the following terms and conditions:

1. School Safety Officers involved in weekend “on-call” duty will be allowed to volunteer to be on the weekend duty assignment rotation for a year at a time.
2. Officers who volunteer to perform weekend “on-call” duty must have prior satisfactory experience in patrol and alarm response. School Safety Officers assigned to weekend “on-call” duty must demonstrate a thorough knowledge of school district building locations and operations. Additionally, they must have a good record of reliability, including good records of attendance, punctuality, and timely and accurate filing of reports.
3. School 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.

School Safety Officers who volunteer to perform weekend “on-call” duty must be available on a rotating basis for scheduled weekends and holidays throughout the year.

4. On-call hours shall include 6:30 a.m., Saturday through 7:00 a.m., Monday (or similar schedule for holidays, if applicable). School Safety Officers assigned to weekend “on-call” duty must remain within reasonable drive time, ten minutes 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, s/he will not be under the influence of or use any intoxicant.
5. Weekend “on-call” duty assignments will be made by the District. School Safety Officers do not have the exclusive right to perform these assignments. Interested, eligible School Safety Officers will be assigned to weekend “on-call” duty on a rotating basis to allow relatively equal distribution of the work to interested employees.

6. The District may remove any School Safety Officer from the weekend “on-call” duty rotation if his/her performance is unsatisfactory.
7. The District will establish and publish written procedures for weekend “on-call” duty, which will be followed by all officers performing the assignment.
8. School Safety Officers will be compensated for weekend “on-call” duty on a stipend basis for up to ten hours of work on each weekend. The negotiated stipend is ten hours at one and one-half times the officer’s regular hourly rate. All hours in excess of ten hours worked on a weekend will be compensated at one and one-half times the officer’s regular hourly rate for all additional hours worked. If a School Safety Officer is assigned to work “on-call” for a holiday, s/he will be eligible for a stipend based upon five hours at the contractually established rate for work performed on holidays in addition to holiday pay.
9. The District 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 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 appropriate mileage rate for all miles driven.

#### SUMMER WORK:

All employees selected to perform summer work will be chosen based upon qualifications. When all qualifications are equal seniority will be the determining factor.

#### **Article 21    Compensatory Time**

When the Employer determines that it is necessary to assign a school safety officer to cover an athletic or other special event that occurs at a time different than the employee’s regularly scheduled work hours, this assignment may be scheduled in one of the following ways:

- A. With a minimum of two weeks notice to the employee, the Employer may reschedule the employee’s regularly scheduled work hours within the week or on the day in which the athletic or other special event is scheduled to provide sufficient consecutive work hours to cover the event. Work hours scheduled in this manner shall be paid at the employee’s regular hourly rate of pay.
- B. An employee may be assigned overtime hours to cover an athletic or other special event. When an employee has been assigned overtime, he/she shall be compensated at one and one-half times his/her regular hourly rate of pay.

- C. An employee may be assigned overtime hours and upon mutual agreement between the employee and employer may be paid in compensatory ("comp") time to cover an athletic or other special event. When an employee has been assigned overtime in this manner, he/she shall earn one and one-half hours off for every hour of overtime he/she worked.

Annually, bargaining unit members shall be limited to the number of comp time days/hours they may earn for overtime work in connection with coverage of athletic and other special events. Compensatory time shall be used at mutually agreeable time and shall not carry over from year to year. It is the intent of the employer that any used compensatory time not used by the end of the school year shall be paid to the employee in their first paycheck after the school year has ended. Use of compensatory time must have prior approval of the Director or Public Safety, such requests will not be unreasonably denied. Bargaining unit employees scheduled to work 38 weeks per year may accumulate up to 40 hours of compensatory time during the course of the school year. To earn this time off, 38 week employees must work 26.6 scheduled overtime hours. Bargaining unit employees scheduled to work 52 weeks per year may accumulate up to 60 hours of compensatory time during the course of the fiscal year. To earn this time off, 52 week employees must work 40 scheduled overtime hours. No comp time may be accrued, however, unless the central office has approved such accrual in advance. Additionally, all overtime worked for which comp time is to be credited shall be recorded by the employee on his/her daily activity log.

Employees wishing to use comp time days off are encouraged to arrange for scheduling time off well in advance. Arrangements for scheduling comp time days are to be made between the employee and the Director of Public Safety. All requests must be made a minimum of five (5) days in advance of taking the time off. The central office shall contact the affected building administrator to confirm the feasibility of the comp time request, and report back to the employee within one (1) working day of receipt of the request. Employees must take comp time days off when students are not in session or on days when school activities are minimal. The employer will allow employees to take accumulated comp time, personal time or vacation respectively during non-instructional days (i.e. spring break, winter break, non-recognized holidays or inclement weather days.), except for mandatory training days as designated by the Director of Public Safety. If instruction is canceled due to inclement weather, school safety officers may use banked comp time with approval of the immediate supervisor or Director of Public Safety.

The use of substitute officers to cover absences of employees due to compensation time usage is permitted. However, it is the intent to use substitutes for straight time assignments and not overtime assignments.

Employees must accumulate sufficient overtime hours in advance of taking a comp time day off. Comp time days may be taken only in half-day or full-day increments. Employees shall not be permitted to schedule comp time days in conjunction with vacation periods or immediately before and after a paid holiday when school is in session for students. Comp time shall not be used immediately before or after personal leave or sick leave. Fifty-two week a year employees shall be required to schedule at least 2.5 of their accumulated comp time days after the close of school for students in June.

These provisions shall not be interpreted as precluding the Director of Public Safety from considering requests to use comp time which have been made with less than five (5) days advance notice and/or for periods of less than a half day.

Employees are expected to schedule the use of all accumulated comp time during the school year in which it was earned unless extreme circumstances intervened. For 38 week a year employees, 8 hours accumulated comp time may be carried over to the next school year. For 52-week-a-year employees, 16 hours of accumulated comp time may be carried over to the next school year. If the Director of Public Safety concurs that extreme circumstances prevented an employee from scheduling the use of their accumulated comp time days prior to the above referenced dates, employees may elect to receive a lump sum payout at their regular hourly rate of pay for the accumulated comp time hours or convert the hours into accumulated sick leave. In the absence of extreme circumstances, the Employer may direct the employee to schedule and use their accumulated comp time prior to the employee's last scheduled work day as referenced above.

## **Article 22 Computation of Back Wages**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned in normal working hours.

## **Article 23 Resignation**

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**

An employee who has one (1) year or more of seniority and 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.

If emergency situations occur, they will be referred to the Office of Human Resources for consideration.

## **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 officer must turn in all uniforms, equipment, badge/ID and any other Lansing School District 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. Maternity Leave
  - a. If an employee desires a maternity leave of absence, 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 as much advanced notice as possible.
  - b. Any maternity 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.

When reinstated, the employee shall return to the same salary step as that held at the time of leaving. Employees shall not accrue seniority while on leave of absence.

B. Leaves With Pay

Members of the Union who are elected to attend a function of the International 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.

**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 ninety (90) 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.\*\*
3. Death in the immediate family (limit five (5) days).
4. To attend the funeral of a close friend or relative (limit one (1) day per occurrence).
5. When unforeseen emergencies\*\*\* arise calling for the immediate presence of the employee.

Any employee absent due to illness shall notify the Public Safety Central Administration Office office at least one-half hour before his/her scheduled shift. Any employee who maintains a record of sporadic illness may be required to be examined by the Employer's physician.

The Employer may request a physician's statement for any absence of three (3) days' duration, or at its option and expense, have the employee examined by the Employer's physician.

Any employee who has exhausted the sick leave benefit will have the option of additional sick leave days charged against recorded vacation time, or being placed on an illness leave of absence.

Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under this Article may be subject to discharge.

Medical verification of illness may be required where an alleged pattern of absences immediately before or following an employee's non-scheduled work day(s) exists or where an employee's attendance record shows excessive absences. In such cases, the employee shall be notified in writing of the need for such verification for future absences. The Chapter Chairperson shall receive a copy of such notice at the time it is issued. The employee and/or his/her Union Representative may discuss the requirement for verification with the Employer. The need for continuing verification shall be reviewed every six (6) months.

**B. Leave Days with Pay**

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 two (2) leave days with pay, or a fraction thereof, as follows:

July through October	2 days
November through January	1½ days
February through March	1 day
April through May	½ day
June	0 days

An employee requesting a leave day shall file a notice of the intent to take such day with the field supervisor at least five (5) days 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 shall not be used for:

- a. The day before or the day after a holiday, holiday related or vacation.
- b. Recreational pursuits, shopping, or pleasure trip with spouse (including accompanying spouse on business trip).
- c. Other employment or seeking new employment.
- d. Child care.
- e. Any other leave provision in this Agreement.

Leave days with pay, or any fraction thereof, shall not be utilized during an absence for sick leave or during any other leave of absence.

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 District 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 a portion of the leave day with pay, that unused portion shall be transferred to his/her regular cumulative sick leave balance. Leave days with pay shall not be cumulative from year to year.

- \* A sick leave day shall be defined as the number of hours in the employee's regular work day. When an employee works a non-traditional schedule, leave days shall accrue as one-tenth of the hours in the employee's regular bi-weekly pay period.
- \*\* 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.
- \*\*\* An emergency is 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. Each case will be decided on its own merits.

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

In cases of physical disability to work 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 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 sick leave. Sick leave shall be charged on a pro-rata basis computed on the relationship of the differential pay to their regular weekly pay until the sick leave is exhausted.

**Article 28 Rates for New Jobs**

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-hour Employees (Thirty-eight Week)**

- A. Regular short-hour employees shall receive all the benefits of this Agreement on an equal ratio basis: i.e., five (5) hours per night will receive 5/8 credit, etc. Any 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. Thirty-eight week employees will not accrue credit toward completion of their probationary period during the weeks they are not scheduled to work.
- C. Thirty-eight week employees shall be granted one (1) sick leave day per month, not to exceed ten (10) days per year.
- D. Thirty-eight week employees shall receive the following paid holidays:

- Memorial Day
  - Labor Day
  - Thanksgiving Day

In addition, they will receive the following holiday-related time off with pay:

- The day after Thanksgiving
  - Good Friday

Thirty-eight week employees shall be eligible for holiday pay pursuant to the same conditions as Article 32, Section D.

- E. Thirty-eight week 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 Temporary Employees**

The Employer agrees to notify the Union of the number of temporary employees, their work locations and the expected duration of employment. Temporary employees shall not be used where such use would cause the layoff of bargaining unit employees.

## **Article 31 Jury Duty**

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 32 Holidays**

A. The following days shall be recognized and observed as paid holidays:

- New Year's Day
- Martin Luther King, Jr. Birthday\*
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day

For the 2005-2006 school year, Christmas Eve and Christmas Day will be observed on Monday December 26<sup>th</sup> and 27<sup>th</sup>. New Year' Eve and New Year's Day will be observed on January 2<sup>nd</sup> and 3<sup>rd</sup>.

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.

B. In addition, the following holiday-related time off with pay will be granted:

- Good Friday
- The day before Christmas Day
- The day before New Year's Day

If worked, payment at the rate of time-and-one-half will be granted for the days covered in this provision.

C. Security personnel shall be assigned to work holidays as needed on a rotating basis.

- D. The 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, unless the employee is on a day off, 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.
  4. 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.
- \* The Martin Luther King, Jr. birthday holiday will be observed as a paid holiday in any year in which it is not a scheduled day of instruction.

**Article 33 Vacations**

All employees shall receive an annual vacation with full pay based on the following schedule:

- A.     The first five years                     2 weeks  
        Upon completion of five years       3 weeks  
        Upon completion of ten years        4 weeks
- B.     Vacations shall be computed from July 1 through June 30th. The vacation allowance to which an individual is entitled shall be determined by the number of years of service the employee has completed by June 30th of a given year.
- 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.
- D.     Vacations shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the school system.
- E.     Vacation allowance shall be prorated during the first year of employment to the nearest half-day. (Based on 5/6 of a day per month of service to June 30.)

## Article 34 Employee Insurance Benefits

A. Upon acceptance of written application by the insurance carriers, employees shall become eligible for insurance benefit programs beginning the first day of the month following employment. The employee must be actively at work on the day that the coverage becomes effective. Board contributions for coverage shall cease the end of the month following termination or retirement. Changes in family status shall be promptly reported by the employee to the Employee Benefits Office within 30 days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

### B. Life Insurance

The Employer agrees to pay in full the premium on a term life insurance policy of \$20,000, including Accidental Death and Dismemberment, for each employee.

### C. Health/Hospitalization Insurance

The Board agrees to provide each eligible employee MESSA TRI-MED health insurance with a \$5.00 Generic and \$10.00 Brand name prescription drug card, The employee agrees to contribute the following amounts per month for their health insurance coverage.

Single	\$10.00 per month
Two Person	\$20.00 per month
Full Family	\$25.00 per month

Payroll deductions for the employee contribution will be paid from pre-tax dollars through the existing Section 125 Cafeteria Plan for Flexible Spending Accounts (Health Care and Dependent Care Accounts)

1. Should the Board wish to initiate a change in the hospitalization program which would be equivalent to or better than the coverage now specified, it may do so only after review of a joint committee composed of three members of the Unit and three members of the Administration.
2. Employees eligible for hospitalization coverage through the Employer, who are covered by an alternative source (example: spouse's employer), must elect to do one (1) of the following options:
  - a. Drop the coverage of the alternative source and retain coverage through the Employer, or
  - b. Drop the coverage through the Employer, and retain through an alternative source.

If the employee chooses Option 2b, then the Employer will pay the employee an additional \$90.00 per month.

3. Each employee shall execute the following form and turn it in to the Office of Human Resources within one month of employment.

#### MEDICAL INSURANCE COVERAGE

The undersigned, a member of the bargaining unit represented by the AFSCME Local #1390, affirms as a condition of continued employment by the Lansing School District, that he/she has no other insurance coverage similar to the coverage provided under the collective bargaining agreement between the LSD and AFSCME Local #1390 pursuant to a plan held by his/her spouse.

In the event such second coverage does exist, the undersigned shall either elect continued coverage under the LSD Plan subject to the conditions of Paragraph C above or notify the Employer, in writing, that he/she elects to be covered under said second insurance policy. The penalty for continued double coverage in violation of this Agreement shall be prompt reimbursement to the Employer of all premiums paid by said

Employer for coverage from the effective date of such coverage or the date of this Agreement, whichever is later. Notwithstanding the foregoing, if the coverage by a spouse of the undersigned is terminated at any time, for layoff, discharge, or termination of employment, the medical insurance coverage granted under the collective bargaining agreement noted above shall begin or be reinstated immediately upon notification to the Employer.

Signature \_\_\_\_\_

4. As an alternative to the medical insurance coverage described, above, the Board may initiate during the term of this Agreement, a new health insurance benefit program and/or a cafeteria benefit program. Both the implementation and the continuation of any such new insurance program(s) shall be at the discretion of the Board during the term of the Agreement. Participation in such new program(s) by bargaining unit members shall be voluntary. Upon implementation of such program(s), a special conference may be initiated by the Board or the Union to explore its terms.

#### D. Dental Insurance

The Employer shall provide full-family group dental insurance, Delta Dental Plan E for each full-time employee covered under this Agreement. Coverage shall become effective on the first day of the month following hire. Employees must work thirty (30) or more hours per week to be eligible for Dental Insurance.

E. Long Term Disability

The following group long term disability benefits shall be provided:

1. Up to 60% of monthly salary with maximum of \$3,000 per month;
2. Social Security and Michigan School Employees Retirement to be offset to the degree that they would add to the basic benefit in excess of 70% of monthly salary;
3. Payments to continue to age 65.

The waiting period for this benefit is ninety (90) calendar days or after all sick leave is consumed, whichever comes later.

F. Vision Reimbursement

The Employer agrees to provide the Lansing School District Self-Funded Vision Plan to all full-time employees and eligible family members.

G. Insurance Continuation

Employees, their spouses, or dependent children who cease to be eligible for Board paid Dental or Medical insurance, or Vision reimbursement plan shall have the right to continue such coverage on a direct payment basis with the Lansing School District. Changes in dependent status (marriage, divorce, birth, adoptions, death, children no longer dependent) must be reported within 30 days of the event. Coverage may be continued for 36 months except for termination of employment or reduction in hours. In those cases maximum extension is 18 months.

- H. The Board may initiate a change in any of the carriers of the insurance programs so long as the benefits of the new program would be no less than the coverage now specified. The Board will advise the Union regarding any changes at least thirty (30) days before they go into effect. Such notice shall be in writing and mailed separately to the unit chair and the AFSCME staff representative. If the Union requests a special conference regarding any proposed changes, the parties will meet prior to implementation to ensure the currently specified benefit levels are maintained.

**Article 35 Longevity**

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

For 2005-2006 the longevity will be increased by 1.75 %.

	<u><b>2005-2006</b></u>
1. After 5 years through 9 years	\$202
2. Beginning 10 years through 14 years	\$406
3. Beginning 15 years through 19 years	\$608
4. Beginning 20 years and over	\$811

- 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 a lump sum on the first pay period in December to those employees who are actively employed. 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 MPERS eligibility or death.

### **Article 36 Training Education Reimbursement**

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.

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.

Any disputes about the relevance of a course or seminar to the job of a school safety officer may be appealed to a special conference for resolution.

## **Article 37 Evaluation**

The District and Union agree that all school safety officers should receive periodic feedback regarding the quality of their work by their supervisors

Staff in their first year will be evaluated two (2) times per year.  
All staff will be evaluated annually thereafter.

By October 31, the Director of Public Safety or designee will provide notice to staff regarding their evaluation.

In sharing the evaluation results, the Supervisor or designee must meet with the school safety officer personally to review the evaluation results. Building administrators will be asked to provide information for the evaluation and will be asked to attend the evaluation meeting. A copy of the final evaluation must be given to the officer, who signs the form indicating receipt of the copy. If the officer declines to sign the evaluation, a union representative may sign indicating that the officer has received a copy of the evaluation. A copy of the evaluation is then placed in the staff members personnel file.

School safety officers who disagree with the evaluation may 1) file a written attachment explaining or disagreeing with the evaluation within twenty (20) work days of receipt of the evaluation.

All regular evaluations are to be completed on or before June 16 of each school year.

The District will use the evaluation format developed in August 1999. Any changes to the form will be mutually agreed to by the Union and the District.

Any changes to the form will be mutually agreed to by the District and the Union through an issues meeting(s) prior to making any changes.

This employee evaluation shall not be considered a grievable issue.

## **Article 38 Terminal Leave**

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 \$2,000.

### **Article 39 Mileage Reimbursement**

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.

DPS officers 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 DPS officers shall not accept mileage fees from the court.

### **Article 40 Union Bulletin Board**

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 41 Telephone Requirement**

School Safety personnel shall be required to maintain an operating telephone number for emergency call-in purposes. This telephone number shall be reported to the School Safety Office and the Office of Human Resources. Changes in telephone numbers and addresses shall be reported immediately to the School Safety Office and the Office of Human Resources. All home and cell telephone numbers must be on file in the Department of Public Safety and Office of Human Resources for each officer. 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 42    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 district 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) the loss is associated with particularly valuable property, relative to the nature of the job assignment (examples: designer suits, lost diamonds, heirloom jewelry, etc.); (e) vandalism to an automobile which is associated merely with its presence on school property, as opposed to some job-related action by the employee; (f) the claim is not made within a reasonable period of the loss; and/or (g) 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 District 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 District provides school safety officers with uniforms, the following conditions shall apply to the District and the employees.

1. Employee Responsibilities

Employees will be expected to comply with all Department 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. District Responsibilities

The District will be responsible for repairs and replacement (as appropriate) for damage or wear to uniforms which occurs in the regular course of employment. The District will make reasonable arrangements for the annual cleaning of winter parkas and rain gear. The District will supply one (1) pair of shoes a maximum of every two (2) years for staff.

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 43 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 Board in the past.
- D. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

#### **Article 44 Safety**

- A. All officers shall be trained in basic first aid and in CPR yearly. All officers must maintain certification in first aid and CPR. The cost will be borne by the school district.
- B. The District 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. The parties agree that the training of School Safety Officers is critical for the District to assure that we employ only qualified, competent staff who can appropriately maintain a safe, secure learning environment for students as their primary goal.
- F. To that end, the parties agree to have the Training Development Committee advise and consult on the development of training programs for staff. The committee will address program content, testing requirements, evaluation process, and officer involvement. The Director of Public Safety is the final authority on making decisions regarding training.

**Article 45 Distribution of Agreement**

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 46 Salary Schedule**

	<u><b>2005-2006</b></u>
Beginning	\$14.31
End of 6 months	\$14.99
3. End of 1 <sup>st</sup> year	\$15.32
4. End of 2 <sup>nd</sup> year	\$15.49
5. End of 3 <sup>rd</sup> year	\$15.81
6. End of 4 <sup>th</sup> year	\$16.09
7. End of 5 <sup>th</sup> year	\$16.38
8. End of 6 <sup>th</sup> year	\$16.48

The salary schedule will be increased by 1.75 % retroactive to July 1, 2005.

**Article 47 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. The parties agree to reopen contract negotiations over wage schedules, health insurance, and longevity for the 2006-07 and 2007-08 years. No other issues will be addressed as part of these reopened negotiations.

## **Article 48 Duration of Agreement**

- D. This Agreement shall become effective as of ratification, and shall continue in full force and effect until 11:59 P.M., June 30, 2008. The parties agree to reopen contract negotiations over wage schedules, health insurance, and longevity for the 2006-07 and 2007-08 years. No other issues will be addressed as part of these reopened negotiations.

UNIT NEGOTIATING COMMITTEE  
OF THE LANSING SCHOOL DISTRICT OF  
THE INTERNATIONAL UNION OF  
THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES OF  
COUNCIL 25, LOCAL UNIT NO. 1390

AFSCME COUNCIL 25, LOCAL 1390

By *Joselyn Martinez*  
Unit Chairperson  
Date 4/12/06

By *Paul R. [Signature]*  
Union Staff Representative  
Date 4/12/06

BOARD OF EDUCATION

By *Anthony Lopez*  
President  
Date 3/2/06

By *Robert Lewis*  
Secretary  
Date March 2, 2006

**MEMORANDUM OF UNDERSTANDING BETWEEN  
LANSING BOARD OF EDUCATION  
AND  
LANSING SPECIAL SERVICES PERSONNEL  
LOCAL 1390, COUNCIL 25, AFSCME**

At such time as the District established a committee to study the possibility of future insurance benefit changes, the Union will be invited to participate in the study.

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
LANSING BOARD OF EDUCATION**

**AND**

**LANSING SPECIAL SERVICES PERSONNEL  
LOCAL 1390, COUNCIL 25, AFSCME**

The Employer agrees to recognize employees for extraordinary effort by citation from building reports, which shall be placed in the employees' personnel files. During the life of this Agreement, representatives from the union and management will meet to identify and implement methods for recognizing positive job performance by bargaining unit members.

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**MEMORANDUM OF UNDERSTANDING BETWEEN  
LANSING SCHOOL DISTRICT  
AND  
AFSCME SCHOOL SAFETY UNIT  
CONCERNING INSURANCE CONTINUATION**

When an employee goes on an unpaid leave (i.e. when sick or vacation leave is exhausted), the District ceases payment for benefits at the end of the month when the unpaid portion of the leave begins. Employees returning from unpaid leave shall be eligible for District paid insurance on the first day of the month following their return from leave.

Eligible employees as well as their spouse and/or eligible dependents, shall have the right to continue such coverage on a monthly payment basis in accordance with federal regulations (COBRA). This is done through the District's Employee Benefits Office.

This Memo of Understanding is not precedent setting and does not bind either party for future agreements in this matter or in similar circumstances. This is a district practice and the District reserves the right to change or modify this practice with thirty (30) days written notice to the Union.

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