

**AGREEMENT**

**BETWEEN**

**BOARD OF TRUSTEES OF LANSING  
COMMUNITY COLLEGE  
OF THE STATE OF MICHIGAN**

**AND**

**POLICE OFFICER ASSOCIATION OF MICHIGAN LANSING  
COMMUNITY COLLEGE POLICE OFFICERS ASSOCIATION  
(POAM-LCCPOA)**



**AUGUST 16, 2021**

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**AGREEMENT  
BETWEEN  
BOARD OF TRUSTEES OF LANSING COMMUNITY COLLEGE  
of the State of Michigan  
AND  
POLICE OFFICER ASSOCIATION OF MICHIGAN LANSING COMMUNITY  
COLLEGE POLICE OFFICERS ASSOCIATION (POAM-LCCPOA)  
August 16, 2021**

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**DURATION OF AGREEMENT**

This Agreement shall be effective as of August 16, 2021, and shall continue in effect until midnight, June 30, 2024. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Negotiations shall begin no later than 60 days prior to the contract expiration date

**DESIGNATION OF PARTIES**

This Agreement is entered into 16<sup>th</sup> day of August, 2021, between the Board of Trustees of Lansing Community College, hereinafter referred to as the “Employer” and the Police Officers Association of Michigan and Lansing Community College Police Officers Association (POAM-LCCPOA), hereinafter referred to as the “Association.” It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment, and other conditions of employment.

**ARTICLE I. RECOGNITION**

**A. Recognition of the Association**

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

**B. Definition of the Bargaining Unit**

The bargaining unit consists of all regular full-time sworn Police & Public Safety Officers, including Detective and Public Safety Officers/Dispatchers who are sworn officers within the Department of Public Safety, excluding dispatchers who are not sworn Public Safety Officers and all others.

**C. Notification**

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

**ARTICLE II. ASSOCIATION RIGHTS**

**A. Association Bargaining Committee**

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

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

**ARTICLE III. EMPLOYER RIGHTS**

**A. Employer Rights in General**

1. The Employer possesses and retains the sole power, duty and right to operate and manage its departments, agencies, programs and facilities, to carry out its business, and to carry out all constitutional, statutory and administrative policy mandates and goals. Any term or condition of employment other than the wages, benefits and other terms and conditions of employment specifically set forth in other provisions of this Agreement shall remain solely within the discretion of the Employer to determine, establish, modify or eliminate without engaging in negotiations. The exercise of the Employer's discretion, judgment, powers or rights as to any such matter shall not be subject to review or attack through the Grievance Procedure.
2. Such retained Employer Rights include, but are not limited to, the right, without engaging in negotiations, to determine matters of managerial policy; mission of the Employer and its parts; the methods, means, and procedures to be used, and the services to be provided; organizational structure; the nature and number of facilities and departments and their locations; to establish classifications of work; to hire and

increase or decrease the size of the work force; to assign personnel; to maintain order and efficiency and use outside assistance.

3. The Employer also reserves certain rights and powers, which are limited by the express provisions of this Agreement. These include but are not limited to, the right to discipline, suspend or discharge employees whose conduct or job performance is unsatisfactory to the Employer; to establish reasonable work rules and to fix and determine penalties for violation thereof; to fill vacancies within the bargaining unit; to lay off and recall personnel; to make judgments as to the skills and abilities of employees; and to establish and change work schedules. The Employer may exercise such expressly limited rights without engaging in negotiations, provided however, that these rights shall not be exercised in violation of any specific provisions of this Agreement and, as such, the exercise of such limited rights shall be subject to the Grievance Procedure.
4. This Agreement, including its supplements and exhibits (if any) concludes all negotiations between the parties during the term hereof, and satisfies the obligation of the Employer to bargain during the term of this Agreement. The Union acknowledges and agrees that the bargaining process under which this Agreement has been negotiated is the exclusive process for affecting terms and conditions of employment, and that the Employer is not obligated to address such terms and conditions under the Special Conference provisions. All negotiable terms and conditions not expressly restricted by this Agreement shall be within the sole discretion and control of the Employer to determine, establish, modify or eliminate without engaging in negotiations.
5. 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.
6. The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement including its supplements and exhibits attached hereto (if any), concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties, and supersedes all prior agreements and practices, oral and written, expressed or implied, and expresses all obligations and restrictions imposed upon each of the respective parties during its term. However, if either party believes there is a mutually recognized past practice that should be continued or reinstated during the term of this Agreement, that party may so notify the other party, and the parties may agree to reduce the practice to writing in the form of a Letter of Understanding to be appended to this Agreement. Further, if an exercise of Employer Rights or a change in the law during

the term of this Agreement requires an unforeseeable change in member compensation, benefits, or working conditions during the term of this Agreement, either party may demand to bargain over the effects of such exercise or such change in the law, and any agreement reached will be reduced to writing and become a part of this Agreement if it is ratified by the Association's Executive Board and the LCC Board of Trustees.

**B. Policies and Procedures**

The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not conflicting with the provisions of this Agreement. The Employer shall give the Association representative at least two weeks' written notice of any proposed change to the Employer rules or policies, to allow for written input from the Association prior to making a final decision. Once a decision is made, the Employer shall inform members and the Association of the establishment of new rules or policies before they are made the basis for any disciplinary action. If a member or the Association believes that any rule or policy is inconsistent with the terms of this Agreement or is unreasonable as written, a grievance may be filed within 14 calendar days after the establishment of such rule or policy. Thereafter, such rule or policy may only be challenged as applied.

**ARTICLE IV. AUTHORIZATION FOR DUES/FEES DEDUCTION**

**A. Deduction of Dues**

A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Association and return it to the Association's office. Such authorization shall be on a payroll deduction form provided by the Association. The Association will forward the executed payroll deduction form to the Payroll Department and will furnish the Employer with a schedule of Association membership dues, determined in accordance with law and updated as necessary. The authorization for the deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with a copy to the Association.

**B. Membership Authorization for Checkoff**

The Association will furnish the Employer with lawful Membership Authorization for Checkoff forms to be given to new bargaining unit employees during new employee orientation. During the term of this Agreement, the Employer agrees to deduct biweekly Association dues from each employee covered by this Agreement who has executed the required form, provided the employee has net pay available after payment of required taxes and payments, garnishments, support obligations, judgments, retirement contributions, health insurance, and other benefit contributions. Deductions will begin with the first full payroll period following receipt of the executed Membership Authorization for Checkoff form by the Payroll Department. Employees have the right to terminate Employer deduction of Association dues from their pay at any time. Deductions will stop when the



employee gives the Human Resources Department written notice to terminate deductions. If a dispute arises as to whether or not the Employer is properly authorized to deduct Association dues, no further deductions shall be made until the matter is resolved. Disputes regarding authorization to deduct Association dues are not subject to resolution through the grievance and arbitration procedure of this Agreement. The Employer's sole obligation under this Section is limited to the deduction of Association membership dues from employee earnings and remittance of amounts deducted to the POAM-LCCPOA Treasurer or designee bi-weekly, together with a list of current bargaining unit employees showing the amount of Association dues deducted from each employee's pay.

**C. Dues Amount**

The amount of dues/fees shall be designated by written notice from the Association to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

**D. Dues Remittance**

Deduction of dues/fees shall be remitted to the Association at a location to be provided by the Association. Dues/fees may be remitted electronically to the Association. In the event a refund is due an employee for any sums deducted from wages and paid to the Association, it shall be the responsibility of such employee to obtain the appropriate refund from the Association.

If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the Employee or Association.

**E. Protection for Compliance**

The Association shall protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

**F. Governance**

Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Association, including requirements established by the Association for providing paid services to non-association bargaining unit employees, shall be governed by the internal conditions mandated by the Association pursuant to its authority under section 10(2) of the Public Employment Relations Act.

## ARTICLE V. EQUAL OPPORTUNITY AND UNLAWFUL DISCRIMINATION

The parties reaffirm their commitment to the principles of equal employment and educational opportunity and to refrain from unlawful discrimination on the basis of religion or creed, race, color, national origin or ancestry, age, sex, height, weight, marital status, veteran or military status, familial status, protected disability, gender, sexual orientation, genetic information, or any other category protected by law. Every employee of Lansing Community College is expected to comply with the letter and spirit of these principles as embodied in applicable state and federal laws and regulations and in Employer policies.

## ARTICLE VI. CONDITIONS OF EMPLOYMENT

### A. Probationary Period

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

### B. Employment and Termination

#### 1. Establishment of Seniority Date

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

#### 2. Loss of Seniority

- a. An employee's seniority and their employment relationship with the Employer shall automatically terminate for any of the following reasons:
- b. If the employee resigns, quits, retires, or receives a pension (including a disability pension) from a plan sponsored by the Employer;

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

3. Notification of Involuntary Termination

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

4. Seccession of Benefits

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

**C. Transfers**

1. Administrative Transfer within Unit

The Employer retains the exclusive right to transfer employees to other job classification within the bargaining unit and to change work assignments in order to provide those services essential to public health, safety and welfare, and those services essential to the continuous and uninterrupted operation of the Employer.

2. Light-Duty Assignment

An employee covered by this Agreement who becomes temporarily physically or mentally disabled to the extent that the employee is unable to fully perform the essential functions of the employee's regular job (with or without reasonable accommodation), may be assigned available duties the employee is physically and mentally able to perform. The Employer's obligations hereunder shall be limited to offering available duties, and the Employer shall have no obligation to take duties away from other employees. An affected employee shall have no right to bump another employee, but an employee disabled in the line of duty shall be given preference in such assignments over an employee whose disability did not arise in the line of duty.

3. Preferred Assignments

The Employer shall have the right and discretion to assign employees within each classification, based on qualifications required for the assignment, operational needs of the department, and other reasonable factors. When the Employer determines that a change in a preferred assignment is warranted, a two-week period for submission of written expressions of interest will be announced to all active bargaining unit members. Such timely written expressions of interest will be considered in determining job assignments. Upon request of the Association, the Employer will provide a written explanation for selecting a particular individual for a particular assignment.

**D. Reduction in Staff**

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

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

Prior to any reduction in staff, the Association will be provided an opportunity to present recommendations to the Executive Director of Human Resources or their designee and the Board of Trustees regarding such reductions for consideration prior to the final decision.

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

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

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

**E. Hours of work**

1. Normal Work Day

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

2. Normal Tour of Duty

A normal tour of duty shall consist of 14 consecutive calendar days during which a regular full-time employee shall be scheduled for ten 8-hour workdays, eight 10-hour workdays, or six 12-hour workdays plus one 8-hour workday, except during a tour of duty in which a recognized holiday is observed. Subject to Article IV.E.6,

employees may be assigned to work additional hours without the payment of overtime compensation (e.g., due to normal shift rotation).

3. Scheduling

Officers will select their shifts to be worked by seniority. The Employer will select which campus to place an officer for work for in four-week blocks based upon operational needs. Schedules will be shared with officers via electronic mail or other methods, including paper copy. Association members will have seven calendar days during which they may provide written comments to the Director or designee for consideration. Once the work location is set, it will not change unless there is a vital need. All schedules will be subject to the approval of the Director or designee, and may be changed as deemed for the good of the service based on operational considerations or other reasonable factors.

4. Trading Scheduled Shifts

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

5. Pass Days

No more than seven consecutive days will be regularly scheduled without a pass day, except in the event of an emergency. In the event that an employee's regular pass day is postponed due to emergency, the pass day may be taken later in the employee's tour of duty subject to approval of the Director or designee.

6. Overtime

- a. All hours actually worked in excess of 80 hours during a 14-hour day tour of duty shall be compensated at one and one-half times the employee's regular straight-time rate of pay. Overtime shall only be worked if authorized by the shift supervisor or manager responsible for the department at the time of the work, except under emergency conditions.
- b. Hours worked during emergency and unscheduled overtime assignments during 6:00 PM through 6:00 AM shifts, and Saturday and Sunday 6:00 AM through 6:00 PM shifts, will be compensated at two times the employee's regular straight time pay. Emergency overtime shall be any overtime within a 72-hour notice when referenced in this Agreement.
- c. In the event that an employee is assigned to emergency or unscheduled overtime in conformance with subsection 6.f. of this section during a 14-day tour of duty, all compensated hours in excess of 80 hours will be

compensated at one and one-half times the employee's regular straight time rate of pay.

- d. Training assignments outside of an employee's regularly scheduled working hours will not be considered as emergency or unscheduled hours for the purposes of overtime calculations. Training assignments outside of an employee's regularly scheduled working hours shall be compensated at one and one-half times the employee's regular straight-time rate of pay.
- e. Compensatory time and paid time off will not be considered as hours actually worked.
- f. If an employee is scheduled to work 8 hours per day, all hours worked in excess of 8 in any calendar day shall be compensated at the rate of time and one-half.
- g. If an employee is scheduled to work 10 hours, 4 days per week, all hours in excess of 10 in any calendar day shall be compensated at the rate of time and one-half.
- h. If an employee is scheduled to work a 12-hour day, all hours in excess of 12 in any calendar day shall be compensated at the rate of time and one-half.
- i. Hours in excess of an employee's regular schedule in a calendar day, resulting from a change in shift, shall be compensated at straight time.
- j. Employees will have a minimum of eight hours break between shifts except for emergency circumstances or with agreement by both the Director or designee and the employee.
- k. Employees shall not work more than 18 consecutive hours, except under emergency circumstances.
- l. Emergency or Unscheduled Overtime
  - 1) If the Employer has at least six hours' notice that it is necessary to assign emergency or unscheduled overtime, a text message will be sent to all officers offering the work. The overtime will be assigned to the first officer to request the work, provided the officer is qualified to perform the available work and has had or will have at least eight hours of time off for rest immediately before or immediately following the overtime.

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

m. Officers required to work after a declared complete closing of the Employer at their assigned campus will receive compensatory time for all hours worked during such closure. This includes events which cause an entire campus to be closed, with no expectation that members outside of the Association will work during the closure.

n. The command officer in charge of scheduling will keep track of how many overtime hours each officer signs up for. In the event that two officers want the same overtime, the preference will be given to the officer with the lesser amount of overtime during the schedule in which the overtime is being requested.

## 7. Compensatory Time

Officers may request compensatory time in lieu of overtime at the same rate. The request must be made through the management official designated by the Employer and is subject to the manager's approval. No employee shall be permitted to accumulate more than 240 hours of such compensatory time (1-1/2 times 160 hours of actual overtime work). Once having elected compensatory time the officer may not thereafter request overtime pay for the same time, except as provided by applicable law. An officer who wishes to use any earned compensatory time off should inform their supervisor how much time is requested, and the supervisor will schedule the employee for the requested amount of time off within a reasonable time period (defined as within 30 days after the request is received) unless doing so would cause overtime for other officers or would otherwise unduly disrupt operations of the Department.

Whenever possible, the compensatory time off will be scheduled to be taken when mutually agreeable with the officer and the supervisor. The Employer will not require an officer to use compensatory time off. An officer taking compensatory time off will be paid for such time at the officer's regular rate in effect at the time. Earned compensatory time does not expire, and unused compensatory time will be paid to the officer (or to the officer's heir or estate in the event of death) following termination of employment in the bargaining unit.

## 8. Call-In Pay

In those situations where an employee is called in for work which is not continuous with their scheduled work period and where they have not been notified in advance, the employee shall be provided with not less than two hours of work or pay in lieu thereof at one-and-one-half times the employee's regular straight time rate of pay.



9. Court Appearances

Court appearances with less than 30 days' notice will be considered as emergency and unscheduled hours for the purposes of overtime calculations, if the employee has more than 80 compensated hours during a 14-day tour of duty. Off-duty court appearances shall be compensated for a minimum of two hours at the rate of one-and-one-half times the employee's regular rate of pay. Time spent by an officer in court or official hearings on matters relating to the officer's work activities, whether the officer is subpoenaed or directed to appear, shall be considered hours worked except when the officer is a private party to the proceedings (e.g., when the officer is adverse to the Employer or the Employer is not a party, etc.). If such time is spent during off-duty hours, the hours worked will be subject to the Call-In Pay provision. Witness fees, mileage, and other fees relating to the court or official hearing must be turned over to the department at the time the hours of work are reported or as reasonably soon as the money is received by the employee, whichever is first.

10. Complaints and Warrants

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

11. Pyramiding

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

**F. Discipline and Work Rules**

1. The parties subscribe to the principles of progressive corrective discipline in cases in which it appears likely to successfully correct a member's unsatisfactory performance, conduct or behavior. However, progressive corrective discipline shall not be required in the case of serious infractions which justify immediate suspension, discharge, or in other cases in which it does not appear likely to result in successful correction. Nothing contained in the Agreement shall be construed to prevent the Employer from imposing Level 3 or Level 4 discipline immediately after informal hearing in appropriate cases or from placing any employee on administrative leave pending further investigation.
2. Absent good cause for delay, an employee should ordinarily be notified as to any complaint against the employee that may result in discipline within 20 business days of an investigation in the alleged violation. Good cause could include, but is not limited to, the employee being on vacation or leave of absence, or the sensitivity of the investigation being such that informing the employee could compromise proper investigation of the complaint, etc. Any procedural non-conformance with

this subsection shall not be a basis for invalidation or modification of disciplinary action taken.

3. An employee must be notified of the complaint against them, and must be given an opportunity to respond to the complaint, before the Employer makes a final decision to impose any disciplinary action. The notification shall include a reasonably detailed summary of the complaint, including the name(s) of the complainant(s) in appropriate circumstances, unless a copy of the complaint is provided.
4. Whenever a criminal charge or charges are preferred by a warrant against an employee, it shall be the prerogative of the Employer to suspend the employee without prejudice, with or without pay until the charges, if any, within the criminal justice system are concluded.

**G. Promotional Procedures**

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

**ARTICLE VII. COMPENSATION**

**A. Salary Adjustments**

Effective upon ratification and Board approval and continuing through June 30, 2024, the salary schedule for each year shall be:

|               | <b>2021-2022</b> | <b>2022-2023</b> | <b>2023-2024</b> |
|---------------|------------------|------------------|------------------|
| <b>Step 1</b> | \$ 47,590        | \$ 48,066        | \$ 48,547        |
| <b>Step 2</b> | \$ 50,319        | \$ 50,822        | \$ 51,330        |
| <b>Step 3</b> | \$ 53,047        | \$ 53,578        | \$ 54,113        |
| <b>Step 4</b> | \$ 55,776        | \$ 56,333        | \$ 56,897        |
| <b>Step 5</b> | \$ 58,503        | \$ 59,088        | \$ 59,679        |
| <b>Step 6</b> | \$ 61,232        | \$ 61,845        | \$ 62,463        |
| <b>Step 7</b> | \$ 63,960        | \$ 64,600        | \$ 65,246        |

Beginning upon ratification and Board approval, each eligible employee will advance one step on the schedule upon completion of each additional year of active work in their step (e.g., an eligible employee on Step 2 since any date before July 1, 2020, will advance one step at the next full payroll period following 2021 ratification and Board approval; an eligible employee on Step 2 since November 15, 2020, will advance one step at the next full payroll period following November 15, 2021, etc.). An employee is not eligible to advance if the employee has had an unsatisfactory performance evaluation within the preceding six months, in which case the effective date of advancement will be delayed

until six months after the unsatisfactory evaluation. An employee is not eligible to advance while on leave of absence or layoff, in which case the effective date of advancement will be delayed by the length of the leave of absence or layoff. Pay rate changes will be effective at the beginning of the first full payroll period starting on or after the date the employee advances from one step to another

Either party may re-open negotiations with respect to wages only, by delivering written notice of reopening to the other party during the month of April 2022 or April 2023.

If the contract expires and no successor agreement has been negotiated, employees shall not further advance on the steps until a successor agreement has been reached-

All employees hired prior to ratification and Board approval of this agreement will be paid a one-time lump sum equal to \$250 to be paid as soon as practicable upon ratification and Board approval. This amount will not be added to the base salary for employees.

**B. Officer Training Compensation**

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

**C. New Hires**

New employees with prior law enforcement experience may be started at an accelerated pay step at the discretion of the Director of Police and Public Safety and Human Resources. The Employer and Association President will meet and confer to mutually agree upon wage step adjustments for Officers Ruswinckel and/or Tilson, if any new hires who have similar sworn law enforcement experience are expected to start at an accelerated wage step.

**D. Degree Recognition**

Employees who possess a related Bachelor’s or Master’s Degree as of the effective date of this Agreement, or employees who obtain a related Bachelor’s or Master’s Degree after the effective date of this agreement, will receive a one-time payment as follows:

| <b>Degree Type</b> | <b>Payment Amount</b> |
|--------------------|-----------------------|
| Bachelor’s Degree  | \$ 800                |
| Master’s Degree    | \$1,000               |

Degree recognition payment is subject to approval of the Public Safety Director and Human Resources. Payment will be made following submission of official transcripts from a regionally accredited institution and approval from appropriate parties.

## ARTICLE VIII. EMPLOYEE BENEFITS

### A. Holiday Worked Pay

1. Holidays for which members receive holiday benefits as listed in this Article occur on the actual date of the holiday. Holidays under this Article are:
  - January 1
  - Martin Luther King, Jr., Day (on federal holiday)
  - Memorial Day (on federal holiday)
  - Juneteenth (June 19<sup>th</sup>)
  - July 4
  - Labor Day (on federal holiday)
  - Thanksgiving Day (on federal holiday)
  - Day after Thanksgiving
  - December 24
  - December 25
  - December 31
2. To be eligible for holidays worked pay, an employee must:
  - a. Be a regular full-time employee on the date the holiday occurs.
  - b. Work in full the regularly scheduled straight-time workday prior to and the regularly scheduled straight-time workday subsequent to the holiday. For purposes of this subsection employees on an approved paid leave of absence will be considered as having met the eligibility requirements of working the scheduled work day prior to and subsequent to the holiday.
3. A holiday for which an employee receives Paid Time Off compensation and during which they do not work shall be considered as time worked for purposes of this Agreement.
4. If employees covered by this Agreement work on any holiday designated above, they shall be paid for such holiday at the rate of one and one-half their straight time base hourly rate. Employees working on the holiday may take additional PTO time up to the number of hours worked on the holiday to equate to 2½ times the straight time base hourly rate. Employees who are scheduled to work on a holiday but who request and are approved to have the holiday off may be paid by utilizing Paid Time Off or compensatory time.

**B. Paid Time Off**

1. Combined Paid Time Off (PTO) will be accrued according to the following schedule:

| <u>Years of Service</u> | <u>Hours per Year</u> |
|-------------------------|-----------------------|
| 0-2                     | 228                   |
| 3-5                     | 244                   |
| 6-10                    | 268                   |
| 11-14                   | 292                   |
| 15+                     | 324                   |

2. Paid Time Off may be utilized for employee vacation, holiday, personal business time, family care time, sick time or other use as scheduled.
3. Requests for use of PTO must be made according to department protocol.
4. PTO bank balances may be carried forward into the next contract year up to the amount of the employee's annual accrual level or may be transferred to the employee's Catastrophic Sick Leave Bank, at the employee's option.
5. PTO bank balances in excess of the amount eligible to be carried forward into the next contract year will be transferred into the employee's Catastrophic Sick Leave Bank.
6. Employees hired after the start of the contract year and employees terminating employment before the end of the contract year will receive a prorated amount of the annual PTO accrual. Employees beginning work on or before the 15th of any month and employees terminating on or after the 16th of any month will receive accrual credit for that month.
7. Retired employees, laid off employees, or employees who have voluntarily resigned shall be paid for any earned PTO including any earned in the current fiscal year, provided those employees who retire or voluntarily resign employment provide the Employer with a minimum of two weeks' written notice. The written notice must be provided to the employee's Director and the Executive Director of Human Resources. All payments for PTO not used shall be at the base rate of pay earned at the time that the layoff, termination, resignation, or retirement occurs.

**C. Bereavement**

If a death occurs in an employee's immediate family, the employee shall be granted up to five working days off without loss of pay as required for the employee to make necessary arrangements and attend the funeral or memorial services. Immediate family means the employee's current spouse, parent, child, sibling, grandparent, parent-in-law, child-in-law, grandchild, stepchild, sibling-in-law, or step-parent. Special circumstances may warrant

deviation in granting bereavement leave subject to the approval of the Executive Leadership Team member and the Director of Human Resources prior to the commencement of the leave.

**D. Leaves of Absence**

Employees on an extended approved unpaid leave of absence shall not earn or accrue Paid Time Off during the period of absence. Employees on an extended approved paid leave of absence shall not earn or accrue Paid Time Off during that portion of the leave of absence, which exceeds 20 working days. Accrued but unused Paid Time Off will be reinstated upon the employee's return to work.

1. Catastrophic Sick Leave

- a. An employee shall not be entitled to use Catastrophic Sick Leave days before they are earned.
- b. Employees may not accumulate more than 1,200 hours pay within the Catastrophic Sick Leave Bank. The maximum number of Sick Leave hours that may be used at any one time is the number necessary to carry the employee through the 90 consecutive calendar day qualification period for long-term disability.
- c. Catastrophic Sick Leave Bank may be utilized when the employee's PTO bank balance reaches a level of 40 hours or less, for the following purposes:
  - 1) The employee's illness, accident, or hospitalization; or
  - 2) Illness, accident or hospitalization of a member of the immediate family (up to a maximum of two days per year for family care).
- d. Catastrophic Sick Leave days will not be applied to an illness or injury resulting from the performance of services for the Employer, which are covered by the provisions of the Worker's Compensation Act.
- e. The Employer reserves the right to require written authentication of illness from a physician prior to granting the use of sick days. Cost of such authentication shall be the responsibility of the employee.
- f. An employee within the bargaining unit may, each contract year, donate up to 16 hours of accumulated Catastrophic Sick Leave Pay to no more than two other unit members who are off work for an illness or injury and have used all available compensation.

2. Education Leave

The Employer may grant an unpaid leave of absence for the purpose of advanced study. Such leaves of absence shall not exceed one year and must be approved by the Director of Police and Public Safety, the Senior Vice President for Business Operations, and the Director of Human Resources.

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

**E. Group Insurance**

1. Group Insurance During the term of this Agreement, the Employer shall sponsor the following group insurance programs for eligible employees:
  - a. Employees shall be eligible to participate in a group health plan, a group dental plan, and a group vision plan with the same benefits and same cost sharing as applied to other bargaining units through the Health Care Task Force/Labor Coalition process or any successor process involving a majority of the Employer's bargaining units.
  - b. Employees shall be eligible to participate in a life insurance plan provided by a carrier selected by the Employer and providing a death benefit in the amount of \$50,000.00 (subject to age-based reductions imposed by the carrier) and an accidental death rider of equal amount. The Employer shall pay the premiums for such coverage for full time employees on the active payroll. If offered by the Employer's insurance carrier, employees may purchase additional (supplemental and/or dependent) coverage at their own cost.
  - c. Employees shall be eligible to participate in a long-term disability plan provided by a carrier selected by the Employer and providing maximum benefits of sixty-six and two-thirds percent (66-2/3%) of the employee's basic weekly earnings, to a maximum of \$5,000.00 per month, subject to any adjustments, offsets and limitations set forth in the insurance policy. Benefits begin after 90 consecutive days of disability and continue for the period specified in the policy (until at least age 65 or until the employee is capable of work, whichever occurs first). In order to qualify for benefits, the employee must be participating in the plan at all relevant 36 times and must submit a completed disability benefit claim form and establish to the satisfaction of the carrier that the employee is disabled. The Employer shall pay the premiums for such coverage for full time employees on the active payroll.

- d. Employees shall not become eligible for coverage until the first day of the month following employment in a full-time position and submission of all documents (including enrollment or application forms) required for participation in the insurance plans. All coverage provided under this Agreement shall be subject to such restrictions, definitions, rules, procedures, and other limitations as may be applied from time to time by the Employer's insurance carriers. The Employer's liability hereunder shall be limited to tender of premiums for obtainable coverage as specified. The Employer shall have no obligation whatsoever to pay or provide any benefits or claims which are denied by any carrier. Disputes concerning the interpretation or application of insurance policies, or the granting or denial of coverage or benefits (except disputes relating to unjustifiable non-tender of premiums) shall not be subject to the Grievance Procedure. The insurance policies, other than those required under Section A.1 of this Article, are to be selected and arranged at the sole discretion of the Employer.
- e. Subject to restrictions imposed by the carriers, the Employer shall continue to pay its share of premiums to maintain insurance coverage in effect under subsection (A) through the end of the insurance billing cycle during which an employee retires or resigns with at least 14 days written notice (during which the employee continues to work) or commences a layoff or unpaid leave of absence. The Employer shall continue to pay its share of premiums to maintain insurance coverage in effect under Section A for employees who are on paid leave of absence but not for those who are on unpaid leave of absence except as otherwise required by law. However, the Employer shall allow employees on approved leave of absence without pay to continue Employer group insurance benefits provided the employee is responsible for all premium payments and provided self-payment is permitted by the carriers. Employees who are discharged or who quit, resign, or retire without proper notice shall immediately forfeit any right to continued insurance coverage, except that such employees shall be entitled to continue insurance coverage at their own cost to the extent required and under the circumstances specified by law.
- f. Liability Insurance

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

## 2. Flexible Benefit Plan

The Employer will maintain a Flexible Benefits Plan to provide Employee Health Coverage Premium Payment, Healthcare Flexible Spending Account, and/or Dependent Care Flexible Spending Account as elected by participating employees. Benefits shall be funded through voluntary salary reduction agreements and/or waiver incentives, all of which shall be effective at the beginning of the first full



payroll period beginning on or after employees become participants. Elections concerning participation in the Flexible Benefits Plan shall be effective for the period of coverage set forth in the Plan documents and shall be irrevocable except to the extent permitted under the Internal Revenue Code and applicable regulation. Employees who have selected to participate in a plan with a 37 Health Savings Account (HSA) are not eligible to participate in Healthcare Flexible Spending Account (FSA).

**F. Retirement**

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

**G. Admissions to Lansing Community College Courses**

1. Employees will be granted tuition scholarships for courses they wish to take, as long as these courses are taken outside of the employee's regularly scheduled working hours, including the lunch hour (AVT laboratory courses are exempt from the lunch hour restrictions). It is recognized that enrollment may be limited by such factors as facility and equipment limitations as well as current safety standards.
2. Employee dependents as defined by the Internal Revenue Service for income tax purposes, (including spouse and children) will be granted tuition scholarships for Lansing Community College courses for which they meet entrance requirements. It is recognized that student enrollment may be limited by such factors as facility and equipment limitations and current safety standards.

**H. Employee Parking**

1. The Employer will strive to provide parking at no cost for the surface lots. An annual parking fee shall be in effect for the Employer parking facility.
  - a. The annual charge will be pro-rated for the parking facility.
2. The Employer may require parking cards, decals, or other methods of control for each employee car and will furnish parking cards, decals, or other methods of control at Employer expense. If the cards, decals, or other methods of control are lost or misplaced, a replacement fee will be charged to the employee.
3. No employee will be permitted to park more than one vehicle in Employer parking facilities at any time.
4. In the event that the Employer finds it must increase its parking fees prior to the termination of this Agreement, the Employer will notify the Association in writing 30 days prior to implementation specifying the new rates as well as any other

modifications proposed for change. The Employer will also notify the employees of the change and when that change will occur.

**I. PTO Sell Back**

Employees may “sell back” up to 40 hours of earned and unused PTO in 8-hour increments, subject to the following:

1. Applicants to “sell back” hours will be submitted in writing to Human Resources from May 1 through May 15 of each year covered by this Agreement.
2. Applicants must have at least 40 hours of unscheduled PTO remaining in their bank after the hours are sold back.
3. Payments to eligible applicants will be made at their regular straight time rate of pay, exclusive of any premiums, and will be scheduled for payment during the first full pay period after June 1.

**J. Comp Time Sell Back**

Every November 1-15, each officer will be provided the option to cash out up to 40 hours of comp time in 8-hour increments, to be paid out on the first full pay period in December of that same year.

**ARTICLE IX. CLOTHING AND EQUIPMENT**

The Employer recognizes the need for its police officers to have a professional appearance and be provided with the necessary equipment to carry out the functions of their job.

The Employer shall give due consideration to safety in providing, maintaining, and replacing as needed all uniforms and equipment for the police officers.

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

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

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

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

An annual clothing allowance of \$300 will be paid to an employee assigned to a detective/plain clothes assignment. This will be paid after successful completion of a 90-day probationary period as determined by the Director of Police and Public safety. Payment will be made upon presentation

of receipts for approved items, which include footwear, pants, shirts, sport coats, suits and outerwear.

## ARTICLE X. GRIEVANCE PROCEDURE

### A. Definition

A grievance is defined as a claim by an employee or employees covered by this Agreement, arising during the term of this Agreement, alleging a violation, misinterpretation, and/or misapplication of a specific article or section of this Agreement as written and/or the Employer's policies related to employment practices.

### B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as possible. Nothing in this Agreement shall be construed as limiting the right of any grievant to discuss the matter with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

### C. Procedural Requirements

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

### D. Grievance Procedure

1. Information Discussion and Written Grievance
  - a. Individual Member Grievances

- 1) An aggrieved bargaining unit member shall discuss the matter giving rise to the grievance with their supervisor within 14 calendar days of the event giving rise to the grievance with the objective of resolving the matter informally and may request an Association Representative to attend.
  - 2) If the aggrieved bargaining unit member is unsatisfied with the disposition from the oral discussion and wishes to further pursue the matter, the aggrieved bargaining unit member shall file a written grievance setting forth the detailed facts and the specific provision or provisions of the Agreement alleged to have been violated and stating the settlement desired. The grievance must be signed by the Association representative or designee and the grievant.
  - 3) The written grievance must be delivered to the grievant's supervisor, and copies delivered to the Employer Human Resources Department, and the Association offices within 21 calendar days of the event giving rise to the grievance.
- b. Association Grievances Matters involving Association grievances will be discussed with the appropriate administrative official as designated by the Employer's Executive Director of Human Resources in an attempt to resolve the matter informally. If the matter is not resolved informally and the Association desires to further pursue the matter, the Association must deliver a written grievance (setting forth in detail the facts and specific provision or provisions of the Agreement alleged to have been violated, and stating the settlement desired) within 21 calendar days of the event giving rise to the grievance. The Association grievance must be signed by the Association representative or designee. It must be delivered to the supervising Dean or other administrative official as designated by the Employer's Executive Director of Human Resources and a copy delivered to the Employer Human Resources Department.

## 2. Level One: Written Disposition

Within 14 calendar days of delivering the written grievance, the grievant and/or an Association representative will arrange to meet with the grievant's supervisor (in the case of individual grievances) or the supervising Dean/designated administrative official (in the case of Association grievances) in an effort to resolve the issue. The supervisor (in the case of individual grievances) or the supervising Dean/designated administrative official (in the case of Association grievances) will reply with a written disposition regarding the grievance, which shall be given to the grievant and/or an Association representative within 21 calendar days after such meeting.

3. Level Two: Human Resources Review

Association Request for Review If the grievant is not satisfied with the disposition of the grievance at Level One, or if no disposition has been rendered in the time allowed, the grievant or the Association may advance the grievance by delivering a written appeal to the Employer's Executive Director of Human Resources or the Executive Director's designee within 14 calendar days after the written disposition is issued, or if no written disposition is timely issued, within 14 days after the due date for the written disposition. The written appeal shall contain a brief explanation of the reason(s) for rejecting the disposition, and any change in the settlement proposed, and shall be signed by the aggrieved employee(s) and the Association representative.

Within 14 calendar days after delivery of the written appeal, the grievant or an Association representative will arrange to meet with the Executive Director of Human Resources or their designee to discuss the disputed issue(s) in the grievance. The Association and the Employer may each have up to two additional people present to participate in the discussion. Outside attorneys will only be allowed by agreement between both the Employer and the Association. Within 14 calendar days from the date of the Level Two meeting, the Executive Director of Human Resources or designee will reply with a written answer to the appeal.

4. Level Three: Voluntary Mediation

If the grievance is not resolved at Level Two, the parties may elect to pursue mediation of a grievance through the services provided by the Michigan Employment Relations Commission. Both parties must agree in writing to pursue mediation within 14 calendar days of the Level Two answer. If a satisfactory resolution is achieved through mediation, the resolution shall be final and binding upon the grievant(s), the Association, and the Employer. Usage of voluntary mediation shall not forfeit the Association's right to pursue Level Four arbitration in the event the parties are not able to come to a resolution.

5. Level Four: Arbitration

a. Association Request for Arbitration

If the grievance is not resolved at Level Three, or if the parties do not agree that mediation is appropriate, the Association may submit the grievance to arbitration by filing a written request for a panel of seven arbitrators with the Michigan Employment Relations Commission by delivering a copy of the request to the Employer's Human Resources Department within 28 calendar days after either (1) the mediation date or (2) the date the parties elected to forego mediation. Any grievance not submitted to arbitration in accordance with this Section shall be considered resolved and withdrawn

on the basis of the Employer's last action or disposition, and such resolution shall be final and binding.

b. Arbitrator Selection

An arbitrator shall be selected by mutual agreement of the parties when possible, otherwise by each party alternately striking a name from the panel provided by the applicable agency, and the last remaining person shall serve as the arbitrator. If the parties agree that a panel of arbitrators from the applicable agency is unsatisfactory, they may reject the panel and request another instead of commencing the striking process. If a hearing is canceled, the canceling party shall pay the cancellation costs unless there is agreement to share the costs.

c. Powers of Arbitrator

The power of the arbitrator shall be limited to the interpretation or application of this Agreement as written, and the arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved. Except as expressly provided by another provision of this Agreement, the arbitrator shall have no power or authority to rule on any claim arising out of any insurance or pension program under this Agreement or to decide any claim which could be asserted as a violation of any employment discrimination statute, law, or regulation. The arbitrator shall have no power or authority to change any classification wage rates, workloads, or performance standards but may otherwise rule on grievances involving such matters.

d. Cooperation

The Employer and the Association shall cooperate in order to ensure the rights of both parties to adequate preparation time and the presentation of each party's positions at the hearing, provided every effort will be made to avoid interference with the Employer's regular business operations. Any on duty employee witnesses called to testify by either party shall be scheduled to testify so that lost time from work will be minimized. Upon completion of their testimony (direct or rebuttal, if required), each witness shall be excused to return to work. e. Costs and Expenses Each party to the arbitration shall bear the full costs and expenses of its own witnesses and representatives. The compensation and expenses of the arbitrator and any costs incurred in connection with the location of the arbitration shall be shared equally by the parties. The compensation and expenses of the arbitrator shall be paid by the Employer if the grievance is granted in its entirety, shall be paid by the Association if the grievance is denied in its

entirety, and shall be shared equally by the parties if the grievance is granted in part and denied in part.

## ARTICLE XI. SPECIAL CONFERENCES

### A. Purpose

Special Conferences on important matters, including administration or interpretation of the Agreement, excluding grievances and negotiations, will be arranged between the Employer and the Association upon the request of either party, but not more frequently than once per calendar quarter absent mutual agreement.

### B. Limitations

Unless otherwise agreed, Association representation at Special Conferences will be limited to not more than two employee representatives and two non-employee representatives.

### C. Agendas

Special Conferences will be held at mutually agreed upon times, and an agenda of the matters to be discussed at a Special Conference will be presented at the time the conference is requested. If the other party has an agenda of items it wishes to discuss, it will be delivered before the meeting. Matters taken up will be confined to those included on the agenda, unless otherwise agreed by the parties.

### D. Pay

Employee representatives will not lose time or pay from their regularly scheduled work while attending Special Conferences.

### E. Substitution

This Special Conference provision is not to be used as a substitute for the Grievance Procedure and is not subject to the Grievance Procedure, nor will participation in Special Conferences obligate either party to negotiate, modify, or otherwise change the terms of this Agreement. However, this does not prohibit the discussion of grievances, negotiations, or items of concern to the parties in the interpretation and enforcement of this Agreement.

### F. Amendment to the Collective Bargaining Agreement

1. Either party to this Agreement may request a meeting to discuss possible amendment of the Agreement if it believes a provision of the Agreement is unworkable or if the Agreement is otherwise in need of amendment. The request for such a meeting will be in writing and will describe the nature of the concern and the intended purpose of the possible amendment.

2. If such a meeting is requested, the President of the Association and the Executive Director of Human Resources, together with such other representatives as agreed to by the President of the Association and the Executive Director of Human Resources, shall meet to discuss possible remedial action.
  3. If the parties' representatives mutually agree upon an amendment of the Collective Bargaining Agreement, the parties shall submit the proposed amendment in writing 101 to the Association Executive Board and to the LCC Board of Trustees or its duly authorized agent for their consideration and ratification.
  4. Upon ratification by both constituent agencies, the proposed amendment will become a part of this Agreement in accordance with its terms. This Agreement cannot be amended by any other process.
- G. Participation in any such meetings does not and will not obligate either party to engage in collective bargaining or to agree to modify or otherwise change the terms of this Agreement, and this provision on Amendment to the Collective Bargaining Agreement is not subject to the Grievance Procedure.

## **ARTICLE XII. AGREEMENT EFFECTUATION**

### **A. Supersedence**

This Agreement including all of its appendices shall supersede any rules, regulations, or practices of the Employer, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any constitutional or bylaw provisions of the Association heretofore in effect. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

### **B. Emergency Manager Provision**

1. The provision set forth in Subsection 2 is included solely as a result of MCL 423.215(7) and without the agreement of the Association. Its inclusion does not waive either party's right to challenge the legal validity of 2012 PA 436 or of the appointment or actions of any Emergency Manager, if one is ever appointed. The parties agree that, as of the date of ratification of this Agreement, the provisions of the Local Financial Stability and Choice Act, 2012 PA 436, do not apply to community colleges.
2. An emergency manager appointed under the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575, may reject, modify, or terminate the collective bargaining agreement as provided in the Local Financial Stability and Choice Act, 2012 PA 436, MCL 141.1541 to 141.1575.



**C. Legality of Provisions**

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

**ARTICLE XIII. DECLARATION OF GOOD FAITH**

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement.

**A. Continuous and Uninterrupted Operations**

Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. During the term of this Agreement, neither the Association nor any persons acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty or willful absence of a bargaining unit member from their position or stoppage of work or abstinence, in whole or in part, from the full, faithful, and proper performance of the member's duties of employment) for any purpose whatsoever, and the Employer shall not lock out any members of the bargaining unit for any reason.

**B. Reprisals**

The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any individual supervisory or executive official because of any decisions, actions or statements made either personally or in the course of their official duty relative to collective bargaining, the administration of this Agreement, or the educational policies of the Employer. The Association further agrees that it will neither take nor threaten to take any reprisals against the Board, or any member thereof, by reason of any decisions, actions, or statements made by them either personally or in the course of their official duty relative to collective bargaining, in the administration of the Agreement, or the educational policies of the Employer. This will not prohibit in any way, the Association, or any of its members, recourse to the grievance procedure under this CBA.

**C. Violation**

Neither party will support the action of any member or employee taken in violation of this Article.

**D. Just Cause**

Violation of this Article by any member or group of members will constitute just cause for discharge and/or the imposition of discipline or penalties.

**E. Injunctive Relief and Damages**

Either party will have the right, in addition to the foregoing and any other remedies available at law, to seek injunctive relief and damages against the other in the event of violation of this Article.

**ARTICLE XIV. MANAGEMENT SECURITY**

**A. Essential Services**

The parties of this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to public health, safety, and welfare and essential to the continuous and uninterrupted operation of the Employer during the regular school year. The Association, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by its officers, or by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment or picket the employers' premises. The Association further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts, or other alterations of existing workperformance patterns that interfere in any manner or to any degree with the services of the Employer.

**B. Violation and Disciplinary Action**

Any violation of the foregoing shall be made the subject of disciplinary action or discharge from employment as to employees, subject to the discharge and disciplinary action provisions contained in Article VI of this contract, and/or of exercise of any legal right or remedy as to the Association, and/or cancellation of this Agreement by the Employer.

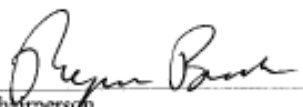

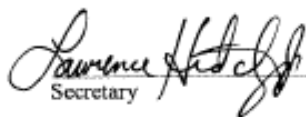

**ARTICLE XV. DURATION OF AGREEMENT**

**ARTICLE XV. DURATION OF AGREEMENT**

This Agreement shall be effective as of August 16, 2021, and shall continue in effect until midnight, June 30, 2024. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Negotiations shall begin no later than 60 days prior to the contract expiration date

**BOARD OF TRUSTEES**

**ASSOCIATION**

|  |                        |  |                        |
|--|------------------------|--|------------------------|
| <br>Chairperson | <u>8/16/21</u><br>Date | <br>President            | <u>8-13-21</u><br>Date |
| <br>Secretary   | <u>8-16-21</u><br>Date | <br>POAM Business Agent | <u>8-13-21</u><br>Date |