

CITY OF EAST GRAND RAPIDS –and- AFSCME Local #1645

CBA Settlement Agreement 2020-2023

This CBA Settlement Agreement is made by and between the City of East Grand Rapids (“Employer”) and AFSCME Local #1645 (“Union”) as follows:

1. The provisions of the expired collective bargaining agreement (“CBA”) between the Employer and the Union shall be incorporated herein except to the extent that they are modified by the terms of this CBA Settlement Agreement.

2. Nothing in this CBA Settlement Agreement shall be retroactive unless specifically stated herein.

3. This CBA Settlement Agreement is tentative and subject to ratification by the bargaining unit and the Employer’s City Commission.

4. **Section 13.1 (Vacation)** – Add a new sentence at the end of subsection (d) of this section reading as follows:

Exceptions to the previous two sentences may be granted by the Director or designee in his or her sole discretion.

5. **Section 15.8 (Pager Pay)** – Modify this section by increasing the listed rate to \$100.

6. **Section 15.9 (Drinking Water Operator Certification)** – Modify the indented part of this section to read as follows:

S-4	\$400
S-3	\$700
S-2	\$1,500
S-1	\$1,900

Also, add a new sentence at the end of this section reading as follows:

An employee designated by the Employer as the “Operator in Charge” will be paid at an hourly rate 1% higher than the otherwise applicable hourly rate set forth in Appendix “A”.

7. **Section 16.1 (Medical, Dental, and Vision Insurance)** – Modify this section to read as follows:

A. Medical Benefits

All full-time employees shall be entitled to participate in the Employer's Health Care Plan with a Health Reimbursement Account (HRA) as elected by the employee for the employee, spouse, and dependents. The specific terms of this plan are set forth in the plan document and summarized in Appendix “C”. The Employer reserves the right to change the insurance carrier or third-party administrator, and/or to institute a fully-insured or self-insured program, provided that the benefits available to employees under the Plan are substantially equivalent or better, other than the administration of said Plan.

Employees covered by this Agreement will be subject to premium contributions for single, two-person, and family coverage. The premium contribution rate is 10% of the applicable state hard cap.

The Employer's HRA contribution is \$1,000 for single-employee coverage, each year, with rollover to a maximum balance of \$6,500; and \$2,000 for family coverage, each year, with rollover to a maximum balance of \$6,500.

B. Dental and Vision Benefits

All full-time employees shall be entitled to participate in the Employer's dental and vision plans provided to other City employees with the required premiums for the employee and dependent family coverage assumed by the Employer. The specific terms of these plans are set forth in the plan document and summarized in Appendix "D".

8. **New Section (Retirement Health Savings Program)** – Add a new Section 16.7 reading as follows:

Section 16.7. Retirement Health Savings Program. The Employer shall have the right to adopt a Retirement Health Savings Program ("RHSP") administered by ICMA-RC. All employees hired on or after the effective date of the RHSP (which shall be no earlier than September 1, 2020), and current employees with less than 10 years of service who exercise the one-time irrevocable option described in the following paragraph, shall be subject to the RHSP and not Section 16.2. The RHSP shall have a mandatory Employer contribution of 1.5% of eligible compensation and a mandatory employee contribution of 1.5% of eligible compensation. The RHSP shall have a five-year graduated vesting schedule for Employer contributions. The RHSP shall be governed by the terms of the relevant plan documents and adoption and participation agreements.

Current employees with less than 10 years of service shall have a one-time irrevocable option to be part of the RHSP. Employees who exercise this option shall have their RHSP account credited by the Employer with a lump-sum contribution equal to \$1,200 per full year of service. With respect to the employees who receive it, this one-time lump-sum contribution shall completely satisfy the Employer's obligations under Section 16.2.

9. **Section 17.2 (Defined Contribution)** – Add new language at the end of this section reading as follows:

Effective July 1, 2020, the City will increase its contribution by 1.5% for a total City contribution of 12% and the required employee contribution will be reduced (by 1%) to 5%.

Effective July 1, 2021, the City will increase its contribution by 1.5% for a total City contribution of 13.5% and the required employee contribution will be reduced (by 1%) to 4%.

Effective July 1, 2022, the City will increase its contribution by 1.5% for a total City contribution of 15% and the required employee contribution will be reduced (by 1%) to 3%.

10. **New Section (Educational Benefits)** – Add a new Section 19.22 reading as follows:

Section 19.22. Educational Benefits. The City provides educational assistance to its full-time employees who have completed at least one year of continuous service. This assistance will be

provided only for courses of study that are directly related to an employee's present job. Also, the employee must not be eligible to receive educational benefits from other sources such as scholarships or grants. If the employee receives a partial scholarship or grant, the City will pay for the portion of tuition not covered by the other source.

In order to receive reimbursement for education costs (tuition only), requests for educational assistance must be in writing and approved by the City Services Director and the City Manager prior to enrollment. In this request the employee should detail the need for the specific course and how it will benefit the City.

The amount of assistance paid by the City shall be based upon the following:

1. The employee must be full-time and have completed one year of service with the City.
2. The course to be reimbursed was taken at an accredited community college, four-year institution or graduate school.
3. The minimum grade for reimbursement is a "C" or equivalent for undergraduate and a "B" or equivalent for graduate coursework.
4. 100% of tuition will be reimbursed up to \$2,000 per fiscal year. All other expenses including books are the employee's responsibility.
5. Full repayment to the City shall be required if voluntary employment termination occurs within six months following course completion. Appropriate deductions shall be made from the employee's final paycheck.
6. Upon completion of the course, the employee must give Human Resources a certified transcript of the grade received and receipts for tuition. If appropriate, the City will then reimburse the employee for these costs.
7. An employee who voluntarily leaves the City or is terminated prior to completing a course shall not be reimbursed for any expenses associated with the course.
8. It is expected that classroom activities will not interfere with the employee's work. Class attendance and completion of studies and assignments shall be accomplished outside the employee's working hours. No wages will be paid nor overtime earned for classroom attendance and/or related study time.

11. **Appendix "A"** – Modify this Appendix to reflect across-the-board wage increases of 2.25% effective July 1, 2020; 2.0% effective July 1, 2021; and 2.0% effective July 1, 2022. Also, add the new Utility Worker classification (see #12 below) to the Classification and Wage Schedule using the same wage rate applicable to the Equipment Operator I classification.

12. **Appendix "B"** – Modify this Appendix by adding a new first paragraph reading as follows:

UTILITY WORKER

This is an entry-level position which performs some but not necessarily all of the same duties as an Equipment Operator I, as determined by the Employer. After successful completion of the probationary period, an employee will be placed in the Equipment Operator I classification.

Also, modify the paragraph on Equipment Operator I to read as follows:

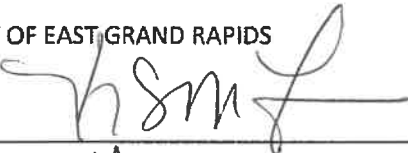
EQUIPMENT OPERATOR I

Performs essentially the same duties as an Equipment Operator II, including meter reading and related duties. After two (2) years of service, an employee will be advanced to the Equipment Operator II classification. The employee, upon advancement, will receive the next higher rate of pay above his/her own classification.


13. **Duration** – Modify the CBA as necessary to reflect a duration of three years effective July 1, 2020, through June 30, 2023.


14. **The parties expressly acknowledge and agree that, at the Union's request, 0.5% of the additional 1.5% Employer contribution each year in #9 above is being given in lieu of an additional 0.5% in the wage increase each year over the term of the CBA that would have otherwise been included in #11 above.**

CITY OF EAST GRAND RAPIDS

By:  Date: 6-26-20
Its: Mayor

AFSCME LOCAL 1645

By:  Date: 6-26-20
Its: Local #1645

By:  Date: 6/22/20
Its: Staff C-25