

**CITY OF EAST GRAND RAPIDS -and- EGRPSOA**

**CBA Settlement Agreement 2020-2023**

This CBA Settlement Agreement is made by and between the City of East Grand Rapids (“Employer”) and the East Grand Rapids Public Safety Officer Association (“Union”) as follows:

1. The provisions of the expired collective bargaining agreement (“CBA”) between the Employer and the bargaining unit (previously represented by the POAM) 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. **Article 3 (Security and Checkoff)** – Modify this Article as follows:

a. Modify the title of this Article to read as follows: “UNION MEMBERSHIP AND DUES CHECKOFF”.

b. Modify Section 3.0 to read as follows:

Section 3.0 Union Membership. Membership in the Union or payment of money to the Union is not a condition of employment. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit.

c. Modify Section 3.1 by deleting subsection (c) and deleting “and/or representation fees” from subsection (d).

d. Modify Section 3.2 by deleting “and/or agency fees”.

e. Modify Section 3.3 as necessary to reflect the change in bargaining representative.

5. **Section 7.5 (Layoff)** – Modify the first sentence of Section 7.5(d) to read as follows:

Employees to be laid off shall have at least 14 calendar days' written notice of layoff, unless such notice is not possible due to emergency circumstances.

6. **Section 9.3 (Classifications and Wage Schedules)** – Modify Appendix “A” to reflect across-the-board wage increases of 2.8% effective July 1, 2020 (retroactive); 2.5% effective July 1, 2021; and 3% effective July 1, 2022.

7. **Section 11.2 (Vacation Sell-Back Program)** – Modify Section 11.2 by changing “144” to “120”.

8. **Section 14.1 (Tuition Assistance)** – Add a new section reading as follows:

This Section applies only to 1) employees hired on or after October 1, 2020, and 2) other employees who make an irrevocable election in writing prior to January 1, 2021, to be covered by this Section. If this Section applies to an employee, Section 14.0 does not apply to that employee.

The Employer 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 Employer 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 Public Safety 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 Employer.

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

1. The employee must be full-time and have completed one year of service with the Employer.
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 Employer 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 Employer will then reimburse the employee for these costs.

7. An employee who voluntarily leaves the Employer 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.

9. **Section 17.6 (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 "B". 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 "C".

10. **New Section (Retirement Health Savings Program)** – Add a new Section 17.8 reading as follows:

Section 17.8. 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 October 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 17.7. 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.

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 \$100 per full month 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 17.7.

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.

**11. New Section (Wage Premium for Fire Investigator and Property Room Officer Duties) – Add a new Section 18.17 reading as follows:**

A Public Safety Officer assigned to perform the duties of Fire Investigator or Property Room Officer will receive a premium of 3% above the applicable wage rate set forth in Appendix "A" for the hours the officer is actually performing such duties.

**12. Section 19.0 (Term of Agreement) – Modify the CBA as necessary to reflect a three-year term from July 1, 2020, through June 30, 2023.**

**13. 2018 Letter of Agreement – Incorporate into the CBA the provisions of the Letter of Agreement signed by the bargaining unit and the Employer on 3-31-18 and 4-2-18 respectively.**

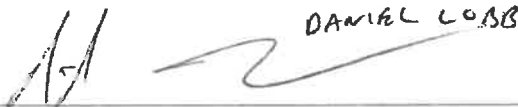
**14. Section 8.0 (Hours of Work) – Modify this section by adding "(see Appendix "D")" immediately after the word "parties" in the last sentence.**

**CITY OF EAST GRAND RAPIDS**

By:   
Its: *Mayor*

Date: 9.25.20

**EAST GRAND RAPIDS PUBLIC SAFETY OFFICER ASSOCIATION**

By:   
Its: *PRESIDENT*

Date: 9/17/20