

Agreement Between

the

Board of Trustees

for

Grand Rapids Community College

and the

Grand Rapids Community College

GRCC POLICE - Police Officers Labor Council

Wages and Benefits

2025 - 2028

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE AND INTENT	6
ARTICLE 2 – RECOGNITION	6
Section 1 – Employees Covered	6
ARTICLE 3 – AID TO OTHER UNIONS AND REPRESENTATION	N FEE 7
Section 1 – Aid to other Unions	7
Section 2 – Union Membership	7
Section 3 – Dues/Payroll Deductions	7
ARTICLE 4 – EMPLOYEE RIGHTS	8
Section 1 – Use of Board Facilities	8
Section 2 – Union Activities	8
Section 3 – Time Off for Scheduled Activities	8
ARTICLE 5 – MANAGEMENT RIGHTS	9
Section 1 – Legal Responsibilities	9
Section 2 – Managerial Rights	9
Section 3 – Equal Employment Opportunity	9
ARTICLE 6- GRIEVANCE PROCEDURE	9
Section 1 – Grievance	9
ARTICLE 7 – BASIC REQUIREMENTS	11
Section 1 – Mental and Physical Fitness	11
Section 2 – Licensing Requirements	11
Section 3 – Essential Functions	12
ARTICLE 8 – SENIORITY	12
Section 1 – Probationary Period	12
Section 2 – Seniority	12
Section 3 – Conditions	13
ARTICLE 9 – DEPARTMENTAL INVESTIGATIONS, DISCIPLIN	
Section 1 – Department Investigations	
Section 2 – Discipline	
Section 3 – Discharge	15

ARTICLE 10 – HOURS OF WORK AND OVERTIME	15
Section 1 – Shifts	15
Section 2 – Overtime	16
Section 3 – Call in Pay	16
Section 4 – Holiday Rate	16
Section 5 – Compensatory Time	16
Section 6 – On-call Assignments	17
Section 7 – Overtime Assignments	17
ARTICLE 11 – HEALTH INSURANCE AND OTHER RELATEI) BENEFITS 19
Section 1 – Consortium	19
Section 2 – Health Insurance	19
Section 3 – Domestic Partner Program Information	20
Section 4 – Flexible Spending Account	20
Section 5 – Dental/Vision Reimbursement Program	21
Section 6 – Reimbursement Procedure	23
Section 7 – Long-Term Disability Program	23
Section 8 – COBRA - Continuation of Health Insurance	24
Section 9 – Retirement	26
Section 10 – Retirement-Sick Days Payoff	26
Section 11 – Special Pay Plan	26
Section 13 – Workers' Compensation	27
Section 14 – Immunizations	27
ARTICLE 12 – HOLIDAYS	28
Section 1 – Observed Holidays	28
Section 2 – Holiday Eligibility Conditions	28
Section 3 – Holiday Shutdown	29
ARTICLE 13 – VACATION	30
Section 1 – Vacation Policy	30
Section 2 – General Vacation Conditions	31
ARTICLE 14 – TUITION WAIVER, TUITION REIMBURSI BENEFITS	
Section 1 – Tuition Waiver for Grand Rapids Community College T	uition for – Employee,
Employee Spouse and Eligible Children	
Section 2 – Other College Tuition Reimbursement	

	Section 3 – Course Approval	34
	Section 4 – Professional Development Activities and Reimbursement	34
	Section 5 – Uniforms	34
	Section 6 – Parking	35
	Section 7 – Mileage Reimbursement	35
A	ARTICLE 15 – TIME OFF ALLOWANCES/LEAVES	35
	Section 1 – Bereavement	35
	Section 2 – Child Care Leave	36
	Section 3 – Family and Medical Leave Act	36
	Section 4 – Worker's Compensation or Other Types of Disability Leave	36
	Section 5 – General Leaves (Non-FMLA)	36
	Section 6 – Sick Leave	36
	Section 7 – Unpaid Leave Reinstatement	39
	Section 8 – Personal Business Leave	39
	Section 9 – Jury Duty	39
	Section 10 – Military	40
	Section 11 – Donation of Vacation Time	40
A	ARTICLE 16 – PAYROLL PRACTICES	41
	Section 1 – Payday	41
	Section 2 – Annuity Program/403B/457B Program	41
	Section 3 – Payroll Deduction Services	41
A	ARTICLE 17 – RESPONSIBILITIES & POLICY GUIDELINES	41
	Section 1 – Behavior Guidelines for Conduct	41
	Section 2 – Alcohol, Illegal Drugs and Illegal Use of Drugs	42
	Section 3 – Workplace Violence	42
	Section 4 – False Information and Employment	42
	Section 5 – Confidentiality	43
	Section 6 – Use of College Facilities by Employees	43
	Section 7 – Technology	43
	Section 8 – Voice Mail/Electronic Mail	43
	Section 9 – Damage or Loss of Personal Property	43
	Section 10 – Automobile Vandalism and/or Theft	44
	Section 11 – Performance Improvement Plans	44
	Section 12 – Promotion to Sergeant	45
	Section 13 – College Closure	45

Section 14 – Wellness Program	45
ARTICLE 18 – WAGES & OTHER BENEFITS	46
Section 1 – Salary Schedules	46
Section 2 – Step Movement Based on Performance	47
Section 3 – Longevity	47
Section 4 – Field Training Officer (FTO)	48
Section 5 – Dispatcher Training Pay	48
Section 6 – Fitness Incentive	48
ARTICLE 19 – DURATION	50

THIS AGREEMENT is made and entered into the 1st day of July, 2025 by and between the Grand Rapids Community College Board of Trustees hereinafter referred to as the "College" and the Police Officers Labor Council, hereinafter referred to as the "Union".

ARTICLE 1

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the College, the Employees and the Union.

The parties recognize that the interest of the College and the job security of the employees depend upon the College's success in establishing proper education and educational services to the students, employees and community.

To these ends, the College and the Union encourage to the fullest degree, friendly, and collaborative relations between the respective representatives at all levels among all employees.

"An emergency financial manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act."

ARTICLE 2

RECOGNITION

<u>Section 1</u> – Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the College does hereby recognize the Police Officers Labor Council as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, and hours of employment for the term of this Agreement of all employees of the College included in the bargaining units described below:

- All full-time Police Sergeants certified by MCOLES,
- All full-time Police Officers certified by MCOLES,
- All full-time Dispatchers,
- Excluding the Police Chief, Captain and any future Command Officers.

AID TO OTHER UNIONS AND REPRESENTATION FEE

Section 1 – Aid to other Unions

The College will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

<u>Section 2</u> – Union Membership

It is understood and agreed that all present employees as described in the recognition clause of this Agreement, shall be covered by this agreement. Union membership is strictly voluntary per Michigan PA 349 of 2012.

- A. Employees will not be discriminated against because of their involvement or membership in the Union or as a Union Official / Steward.
- B. The Unions bargaining Committee shall include up to three bargaining unit members and up to two representatives of the Police Officers Labor Council.
- C. An employee may request to be transferred to day shift during contract negotiations should they be part of the Union bargaining committee. If staffing allows, the request will be granted.

Section 3 – Dues/Payroll Deductions

All those employees who are or become members of the Union and who presently execute payroll deduction authorization cards therefore, the provision of which must conform to the legal requirements imposed by State law, the College agrees to deduct from the second paycheck of each month the regular monthly dues or representation fee in the amounts certified to the College by the POLC within fifteen (15) calendar days thereafter.

1. The Union shall indemnify and save the College harmless from any liability that may arise out of the employer's reliance upon the payroll deduction authorization cards presented to the College by the Union.

EMPLOYEE RIGHTS

Section 1 – Use of Board Facilities

The members of POLC may use Board of Trustees building facilities at no charge at reasonable times and hours for meetings of the POLC when such buildings are available and operations staff are on duty. The request for building use must be made to the appropriate office. The members of POLC may use Board equipment, but not supplies, so long as such use does not interfere with the operation of the Board. Subject to approval by the Board, POLC shall also be allowed to use the inter-school mail and e-mail services of the College.

Section 2 – Union Activities

No employee will engage in Union activities during working hours unless permitted within this agreement or by permission from their immediate supervisor.

The authority of the Union Rep, or alternate, is limited to the investigation and presentation of grievances and requests for special conferences during their working hours, without loss of time or pay, upon having received permission from the Chief, Captain, or Sergeant. The Chief shall grant permission within a reasonable time, after the first hour of the shift, for such Union Rep to leave their work for these purposes subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. Abuse of such privilege is proper grounds for discipline up to and including discharge. The Union Rep and alternate may be required to record time spent. All Union Rep(s) will perform their regular duties in addition to the handling of grievances as provided herein.

Employees are permitted to negotiate with administration during working hours with the approval of the General Counsel.

Section 3 – Time Off for Scheduled Activities

Union members, while representing the Union, shall be allowed time off with pay during regularly scheduled working hours in order to conduct business scheduled by or on behalf of the Union that is not subject to other provisions within this contract. A total eighty (80) hours of leave time will be provided per contract year for elected officers and committee members of the Union to attend conferences and prepare for negotiations. The Union President shall approve the use of such time and will notify the Human Resources Business Partner for the bargaining unit in writing (subject to the same scheduling and use provisions as vacation leave).

MANAGEMENT RIGHTS

Section 1 – Legal Responsibilities

The Association recognizes that the Board is legally responsible for the operation of the entire College within the boundaries of its district and that under Michigan law; the Board has the necessary authority to discharge all of its responsibilities. — In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of College buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to the work and conduct of its employees and the right to decide employee qualifications.

Section 2 – Managerial Rights

The Board and the administrative staff shall be free to exercise all of their managerial rights and authority to the extent permitted by law.

Section 3 – Equal Employment Opportunity

All employees will be treated in accordance with the College policy on Equal Employment Opportunity. Where this contract does not address specific limitations on management rights, the policies of the College and the policies of the GRCC Police Department shall apply.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1 – Grievance

Any employee or group of employees, having a grievance in connection with their employment under this collective bargaining agreement shall present it as follows:

<u>Step 1</u> – Within seven (7) calendar days of the event, an employee shall discuss the grievance with the Chief of Police, or in their absence, their designee. If the matter is not resolved within seven (7) calendar days of that meeting, it will be submitted in writing to the Chief of Police, by the Union Steward or the POLC Labor Representative. The Chief of Police shall answer the grievance in writing to the Union Steward or the POLC Labor Representative within seven (7) calendar days of receipt of written notification.

<u>Step 2</u> – If the answer of the Chief of Police has not resolved the matter, it shall be forwarded to Human Resources and Labor Relations simultaneously by the Union Steward or POLC Labor Representative within seven (7) calendar days of receipt of the Chief's written response.

A meeting shall be arranged between Human Resources, Labor Relations, the Union Steward or POLC Labor Representative, and the grievant within seven (7) calendar days of receipt by Labor Relations. The Chief of Police may attend the Step 2 meeting upon mutual agreement between the College and the Union Steward or POLC Labor Representative. Following that meeting Labor Relations will have seven (7) calendar days to answer the grievance in writing.

<u>Step 3</u> – Except in those cases involving a suspension or termination, the parties agree to submit the grievance to non-binding mediation through the Michigan Employment Relations Commission prior to arbitration. Such a request must be made after the written decision in Step 2 above within ten (10) calendar days. The POLC Representative, Human Resources and Labor Relations will arrange a date mutually acceptable for a meeting.

If the grievance is not resolved through the meeting with the MERC Mediator, the grievance must be forwarded to FMCS for arbitration within ten (10) calendar days after that meeting has taken place. The Federal Mediation and Conciliation Service shall be used for the selection of an arbitrator in accordance with their rules and procedures. The fees for arbitration shall be shared equally between the parties.

Rules for Processing Grievances:

- A. Time Limits Any grievance not answered within the time limits shall be deemed settled on the basis of the Union's original demand. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the College's last answer. Extension of time limits must be by mutual agreement and in writing.
- B. Withdrawal of Grievances A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case, upon mutual agreement of the parties. In such an event, the withdrawal without prejudice will not affect the financial liabilities.
- C. Where one or more grievances involve the same issue with multiple grievants, a single grievance will be filed at Step 2.
- D. Arbitrator's Decision The arbitrator's decision shall be final and binding on the Union, its members, the employee or employees filing the grievance, and the College. The arbitrator shall make their judgment based on the express terms of this agreement and shall have no authority to add to or subtract from any of the terms of this agreement. Expenses shall be paid as indicated in Step 3.

BASIC REQUIREMENTS

<u>Section 1</u> – Mental and Physical Fitness

In those situations, where the College has a reasonable question as to the employee's capacity to perform the job, the College may require a mental or physical examination performed by a medical doctor or Police Psychologist of the College's choice, at the College's expense. When the College orders an employee off of work pending fitness for duty certification, the leave time shall be paid at the employees' normal rate of pay. If the examination reveals physical or mental unfitness, upon receipt of the written findings the employee will be placed on leave.

If the employee is deemed unfit for duty, the employee may use accumulated sick time, vacation and personal leave for continuation of pay during such leave. — Employees may also be eligible for FMLA. If the employee disagrees with such doctor's findings, then the employee, at their own expense, may obtain a physical or mental examination from a medical doctor or qualified Police Psychologist of their choice. Should there be a conflict in the findings of the two doctors, then a third doctor mutually satisfactory to the College and the Union shall give the employee a physical and/or mental examination, whichever is applicable.

The third doctor selected must be a licensed Physician or Police Psychiatrist/Psychologist as applicable. The fee charged by the third doctor shall be shared equally between the College and the Union, and their findings shall be binding on the employee, the College and Union.

- A. When placed on leave per the provisions of this section, the employee may apply for Long Term Disability per Article 11, Section 7 of the Agreement. Eligibility shall be determined by the carrier upon application by the employee.
- B. If a qualified medical doctor determines that a POLC member has become disabled based on an injury sustained while on active duty at GRCC and is no longer able to perform the essential functions of their job for GRCC, the employer will make efforts to place the employee in a vacant position as close as possible to the employee's previous wage level if the employee has the necessary skills and abilities to perform the essential functions of the position. This provision shall not supersede the negotiated rights of bargaining members related to vacant positions at the College. The College reserves the right to require a second opinion regarding the disability from a medical doctor at the expense of the College.

<u>Section 2</u> – Licensing Requirements

Any employee who fails to meet any license requirement, standard or other requirement of the State of Michigan necessary to meet the normal requirements for their job shall be placed on a leave of absence without pay, benefits or seniority for up to a period of one (1) year at which time the employee will be terminated if said requirement is not met.

Section 3 – Essential Functions

In determining ability to perform the position of Police Sergeant, Police Officer or Dispatcher, Management shall reserve the right to establish a job description including essential functions that must be performed efficiently and safely.

ARTICLE 8

SENIORITY

Section 1 – Probationary Period

All employees shall be probationary employees during their first twelve (12) months of employment since their last hiring date, or since the date they were sworn into the department as a certified Police Officer, whichever is later. The purpose of the probationary period is to provide an opportunity for the College to determine to its own satisfaction, whether an employee has the ability and other attributes that will qualify them for regular employee status. During the probationary period the employee may be laid off, disciplined or dismissed from employment in the sole discretion of the College without regard to their length of service and without recourse to the grievance procedure.

Employees promoted to the rank of Sergeant shall be on probation for the first twelve (12) months from the date of the promotion. During this time, the College may, for any reason, return the employee to their former rank or classification without recourse to the Grievance procedure. While on probation the employee may, at their discretion, request to be returned to their former rank or classification.

Probation may be extended by the Chief of Police, for a period not to exceed three (3) months for the purposes of evaluation and/or completion of necessary training. Written notice of the extension will be provided to the employee and the Union. During the extended probation, the employee may be laid off, disciplined or dismissed from employment at the sole discretion of the College without regard to length of service and without recourse to the grievance procedure.

The Union shall represent probationary employees only for purposes of wages, hours and conditions of employment and not for discharge or discipline.

Section 2 – Seniority

- 1. **Departmental seniority** shall be defined as an employee's length of continuous service with the department since their last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the College. If an employee quits, retires, or is discharged and is later rehired, seniority will be determined by the most recent hire date.
- 2. Classification seniority (Police Sergeants, Officers and Dispatchers) shall be defined as an employee's length of continuous service within their specific classification. Assignment to classification shall mean the first date upon which the employee reported to work in the classification in which they were assigned by the College.

Section 3 – Conditions

Conditions causing a lack of work as determined by the College may result in a layoff. The College will notify the Union thirty (30) days in advance of the pending layoff, and will be available to meet with the Union to bargain the effects of the pending layoff.

When it is necessary to eliminate a position(s) or to reduce the number of Police Officers or Dispatchers or Sergeants, the last employee or employees – to enter the position of Police Sergeant, Police Officer, or Dispatchers shall be the first ones laid off within their respective classifications. A Sergeant with more department seniority may take a demotion to the rank of Police Officer in lieu of layoff.

Recall from layoff will be according to Department Seniority within the same classification for those employees on lay off status, by certified mail at the last address the employee left with the College. If following a layoff an employee fails to notify the College of their intention to return to work within seven (7) calendar days after written notice is sent to the last address on record, the employee will be deemed as a voluntary termination and seniority will also terminate.

If an employee is returned to employment within one (1) year, that employee shall retain their original hire date for the accrual of benefits, and those benefits will be prorated according to the actual time worked. An employee who is returned to employment after one (1) year will be eligible for benefits based on their new date of hire.

ARTICLE 9

DEPARTMENTAL INVESTIGATIONS, DISCIPLINE AND DISCHARGE

Section 1 – Department Investigations

In the event a complaint is filed or requested against any employee covered by this Agreement, the following procedure shall apply:

- A. The questioning of a member of the department shall be during their regular work shift whenever practicable.
- B. The member of the department being questioned shall be informed of the nature of the investigation before any interview commences. The employee shall be informed at the time of the interview, whether any possible criminal charges or disciplinary action might result from the investigation, and the complainant and/or witnesses will be disclosed. If the member of the department is being questioned for the purpose of being a witness only, they shall be informed before the interview. If the investigation implicates a member of the department who has been questioned as a witness, they shall be informed of the charge and the nature of the investigation before any future interviews. However, it is understood and agreed that the informing of a member of the department that they are being questioned as a witness only in no way provides immunity for such employees from disciplinary action that may be taken as a result of information disclosed during the course of the investigation.

In the event the employee requests Union representation during an interview, and a representative is not available at the date and time proposed, an alternative date will be established when a Union representative is available within a reasonable time period so as not to interfere with the investigation.

- C. If an employee is placed under arrest or is a suspect or target of a criminal investigation, they shall have the right to request a consultation with legal counsel and have that legal counsel present during the interview.
- D. Investigations shall be initiated within fifteen (15) business days of receipt of allegations and/or complaint against a member of this bargaining unit, and the employee under investigation shall be notified by the Chief of Police. Investigations will be completed within sixty (60) to ninety (90) calendar days of issuance of the notice of investigation. On a case-by-case basis, reasonable extension of the timeframe for completing investigations may occur upon provision of written notice to the employee under investigation, including the reason for delay.
- E. No record of any department investigation made as a result of a complaint will be placed in the employee's personnel record when the complaint was determined to be unsubstantiated.
- F. Upon conclusion of the investigation, the employee shall be notified of any discipline to be administered within fifteen (15) business days of the conclusion of the investigation.
- G. Upon written request, the Union shall receive specific documents or records available to the College, in accordance with or not prohibited by law, and pertinent to the investigation, once the investigation is completed and a decision on the investigation has been reached by the Chief of Police. Upon written request to the Director of Labor Relations, prior to arbitration of any grievance arising from a departmental investigation, all documents not previously provided or exchanged which either party intends to use, as evidence will be forwarded to the other party; however, such response shall not limit either party in the presentation of necessary evidence. Documents requested under this section shall be provided in a timely manner.

<u>Section 2</u> – Discipline

Employees failing to comply with departmental policies, College policies, safety regulations and other regulations, or conduct unbecoming the position of GRCC Police Officer or GRCC Police Dispatchers may result in discipline for just cause. — The nature and type of discipline rendered will be consistent with departmental policy for progressive discipline. Repeated violations, egregious violations, and gross misconduct may be cause for acceleration of the steps of progressive discipline, up to and including discharge. The College has the right to demote, discipline or terminate employees for just cause.

When imposing any discipline (except Performance Improvement Plans), the Employer will not take into account any prior infractions which occurred more than four (4) years prior to the incident giving rise to the current discipline. In the event an employee completes four (4) years of service without a disciplinary action, letters of discipline over four (4) years old shall be permanently removed from the employee's personnel file upon request. Performance Improvement Plan documents remain in personnel files indefinitely.

Section 3 – Discharge

Employees subject to discharge will first be suspended for a reasonable period to permit completion of any investigation or documentation. Employees will be permitted to meet with a Union representative prior to leaving the College when suspended.

ARTICLE 10

HOURS OF WORK AND OVERTIME

Section 1 – Shifts

Management reserves the right to determine the staffing, shift start and end times, and the number of shifts to be worked. Employees will have the opportunity to bid shifts three (3) times each year, effective the first full week of each semester (fall, winter, and summer). Results of a shift bid shall be posted one (1) month prior to the start of the shifts. Shifts will be awarded on a seniority basis with highest seniority given first preference. To maintain service needs, staffing may be changed by management during a shift bid period and an employee may be changed to a different shift to fill that service need, providing that employee is given two (2) weeks' prior notice, unless it is an emergency and two (2) weeks' notice is not possible.

- 1. Select GRCC Police Officers and Dispatchers will work ten (10) hour shifts commencing January 2, 2019.
- 2. Officers and Dispatchers who are regularly assigned ten (10) hour shifts will have all holidays reflected on their schedules and will receive eight (8) hours of pay for those holidays unless they perform work on the holiday. If they work on a scheduled holiday, they will receive their straight time regular pay for eight (8) hours plus double time (2x) their straight time hourly rate for those hours worked.
- 3. Each eight (8) or ten (10) hour shift shall include: one paid thirty (30) minute meal break; and two paid fifteen (15) minute breaks. The breaks provided for in this Section shall not be taken consecutively, and shall not be taken off-campus. The meal break provided for in this Section shall not be taken in the first or last hour of an employee's shift without supervisory approval.

Employees must follow departmental notification procedures when taking breaks in order to ensure appropriate availability of personnel for police operations. Employees must be available to respond to emergency calls during breaks.

Section 2 – Overtime

The overtime rate of pay shall be one and one-half (1 ½) times the straight time hourly rate. Overtime shall be paid to an employee who has worked outside their normal scheduled shift (daily overtime). Compensatory time, Holidays, vacation time, jury duty leave, bereavement, personal business leave and sick time shall be counted as time worked for overtime purposes.

Section 3 – Call in Pay

Personnel called in to work outside their normal work hours that are not contiguous with their normal shift, shall be paid for all hours actually worked, but guaranteed a minimum of two (2) hours pay at the overtime rate, regardless of total hours worked.

Section 4 – Holiday Rate

Employees who work on a scheduled Holiday shall receive their straight time regular pay for eight (8) hours plus double time (2x) their straight time hourly rate for those hours worked.

During a holiday week, regular hours will be scheduled as nine (9) hour shifts with mandatory overtime to cover campus police hours of operations. During a holiday week, Saturdays will be scheduled as ten (10) hour shifts resulting in mandatory overtime.

<u>Section 5</u> – Compensatory Time

At the request of the employee, overtime hours worked may be provided as compensatory time off with pay in lieu of cash, in accordance with FLSA.

- A. Any compensatory time off can only be taken upon mutual agreement of the employee and the supervisor.
- B. Compensatory time shall be paid at one and one-half (1 ½) times the straight time hourly rate for each hour worked outside of the employee's normal scheduled shift.
- C. Compensatory time may be accrued only to the extent allowed by law (FLSA), and as approved by the employee's immediate supervisor.
- D. On the last payday of the fiscal year, all accrued compensatory time in excess of one hundred (100) hours shall be paid to the employee. All hours less than one hundred (100) shall automatically be carried over to the next fiscal year. At any time during the fiscal year, an employee may choose to be paid for any amount of hours from their comp bank. Any employee requesting to be paid for these additional hours from their comp bank must submit a written request (Approved by the Chief of Police) to the payroll department.

<u>Section 6</u> – On-call Assignments

Employees assigned on-call duties will receive eight (8) hours at the straight time hourly rate per week for each week the on-call assignment is performed. When the assigned week contains one (1) or more observed holidays, the rate shall be sixteen (16) hours except for the two (2) weeks that contain the holidays Christmas and New Year's. During those two (2) weeks, the rate shall be twenty (20) hours.

At an employee's request, they may be provided with compensatory time off with pay in lieu of cash for on-call hours, subject to the following provisions:

- A. Any compensatory time off can only be taken upon mutual agreement of the employee and the Chief of Police or designee.
- B. Compensatory time for on-call hours shall be paid at the straight time hourly rate for each week the on-call assignment is performed.
- C. Compensatory time may be accrued only to the extent allowed by law and as approved by the Chief of Police or designee.
- D. On the last payday of the fiscal year, all accrued compensatory time in excess of one hundred (100) hours shall be paid to the employee. All hours less than one hundred (100) shall be automatically be carried over to the next fiscal year. At any time during the fiscal year, an employee may choose to be paid for any amount of hours from their compensatory time bank. Any employee requesting to be paid for these additional from their comp bank must submit a written request (Approved by the Chief of Police) to the payment department.

Section 7 – Overtime Assignments

1. Shift Overtime

When overtime is required to cover a patrol shift for either Officers or Dispatchers, volunteers will be sought based on seniority order unless the time frame is less than twenty-four (24) hours from the shift that needs to be covered. In the event no employee volunteers to cover the shift, an employee will be mandated to work based on inverse seniority. In the event that no Dispatcher volunteers to cover a vacant shift, Officers will be afforded the opportunity to volunteer, in seniority order prior to mandating a Dispatcher to work.

2. Event and Voluntary Overtime

A. Each month, the Chief or designated member of command staff will be responsible for compiling a list of events which require overtime. The list will include the nature of the event, the date, as well as the expected start and end time of the event. (It is understood that these events may be canceled or the times may be changed by the organizer with little or no advance warning to GRCC Police). The list will also include a time/date deadline by which each employee must bid the event(s). The number of events each employee may sign up for per round will be determined by command staff, and will be indicated on the sign-up sheet.

- B. Once an event has been scheduled, Officers and Dispatchers will be afforded the opportunity to sign up for the event based on their position on the rotating overtime list. (A first time top-down seniority list will be created effective upon ratification after July 1, 2016, which will rotate thereafter.)
- C. If an employee has not completed their overtime bid by the designated time, that employee will have forfeited their opportunity and bidding will continue with the next employee on the list.
- D. If an employee who is scheduled for an event (voluntary or mandated), desires to be excused from that event, the employee must notify the Captain to request a change. The Captain will use the Shift Overtime process outlined in Section 7 (1). If the Captain is able to find a replacement, an official change will be made to the schedule. If a replacement cannot be found, the originally scheduled employee will be required to work the event.

3. Mandatory Overtime

- A. A mandatory overtime list, by classification will be established for the purposes of filling event overtime. It will be based on inverse departmental seniority. The lists will be initially created upon ratification after July 1, 2016. Once an employee is mandated to work an event, their name is moved to the bottom of the list. Employees will remain at the top of the list until mandated to work.
- B. When an event is two (2) hours or less in length and in conjunction with a regularly scheduled shift, the employees working that shift will be mandated to work the overtime. Assignments requiring less than the total number of employees on shift will be assigned based on inverse seniority order.
- C. When an event is more than two (2) hours, and is not filled with a volunteer, the mandatory overtime list will be utilized to assign the Officer(s) or Dispatcher. In the event that no Dispatcher volunteers to cover the dispatch overtime, Officers will be afforded the opportunity to sign up, prior to mandating a Dispatcher. If no Officer volunteers, a Dispatcher will be mandated, using the mandatory overtime list.

4. Exceptions

- A. If an Officer or Dispatcher has been granted a full day of vacation/comp time for the Friday before the weekend or the Monday following the weekend, they will be exempt from mandatory overtime during that particular weekend.
- B. Other requests for an exception to this section must be submitted to the Chief or designee in writing (email is acceptable). Exceptions may only be granted by the Chief or Captain.

5. Resolution Process

- A. In the unlikely event that overtime is not allocated as set forth herein, the Officer or Dispatcher who failed to receive overtime they would otherwise have been eligible to select shall be entitled to select the next available overtime assignment.
- B. Other Officers and/or Dispatchers shall retain their places on the overtime rotation lists and will not be entitled to grieve the loss of overtime assigned to remedy this error.

ARTICLE 11

HEALTH INSURANCE AND OTHER RELATED BENEFITS

Section 1 – Consortium

The parties agree that the College will establish a continuing Employee Benefit Review Consortium. The Consortium shall consist of representatives of the organized bargaining units at the College and representatives of the Professional, Management, and Administration employee group. Each College bargaining unit shall appoint representatives, as they deem appropriate.

The Consortium shall meet as needed, but no less than once per year. The charge of the Consortium is to review insurance benefit plans and costs, and to recommend possible changes to the respective bargaining units. All of the representatives to the Consortium must reach agreement prior to any proposed changes being submitted to the respective bargaining units. If any changes in Health Insurance Carriers, or coverage is proposed by the Consortium, the changes shall be subject to the approval of each individual bargaining unit.

<u>Section 2</u> – Health Insurance

The College shall offer each full-time employee (thirty-two and one half (32.5) hours per week) Hospital/Medical Insurance. The College will offer a minimum of three (3) different plan options through the West Michigan Health Insurance Pool. Detailed information regarding current plan options may be found on the Human Resources/Benefits website.

The College shall pay the maximum State mandated hard cap amounts, in accordance with PA 152, towards the total cost of employee medical premiums. Each employee shall be responsible to continue to pay their portion of the monthly premium of the plan selected. The Board shall increase the state cap amounts to include state adjusted increases to the maximum amount allowable by law for each new benefit coverage year.

If an employee is not in need of health care coverage, the College shall pay one hundred and sixty dollars (\$160) a month in lieu of the Health Insurance. No employee will be entitled to elect this option unless they provide proof of health insurance from another source showing they are not in need of such benefit. Employees must complete a waiver of health coverage form and provide proof of other health insurance annually.

Each part-time employee working at least twenty (20) hours a week is entitled to the benefits described above on a prorated basis. The prorated amount is based on the number of hours scheduled to work. Each part-time employee may obtain the same hospital/medical insurance as a full-time employee by paying, via payroll deduction, that portion of the premium not paid by the College. Employees may contact the Human Resources Department for the current contribution amounts to be made by the College.

To be eligible for insurance coverage, each employee must complete the online benefits enrollment within thirty (30) days from date of hire, even if choosing to waive health coverage. Coverage begins at the first of the month following the employee's date of hire.

A husband and wife or dependent who are both employed by the College may, pursuant to their qualifications, select any of the above; but they shall not receive double coverage.

Each employee must select their hospital/medical coverage based on coordination (need and family status) of benefits. The benefits are listed below:

- 1. Family coverage: Employee plus two (2) or more (spouse, children, step-children, foster children, and/or children assigned to the employee by court order as defined within the meaning of the United States Internal Revenue Code). Coverage for children will vary depending on carrier eligibility guidelines.
- 2. Double coverage: Employee plus one (1) (spouse, children, step-children, foster children, and/or children assigned to the employee by court order as defined within the meaning of the United States Internal Revenue Code). Coverage for children will vary depending on carrier eligibility guidelines.
- 3. Single coverage: Employee only

<u>Section 3</u> – Domestic Partner Program Information

Grand Rapids Community College offers medical insurance to domestic partners, providing they meet the eligibility requirements and complete the Domestic Partner Program Affidavit Form and Health Insurance Enrollment Form.

To obtain domestic partner health insurance rates, or if the employee has any questions regarding specific benefits and programs available to domestic partners, please contact Human Resources.

Grand Rapids Community College reserves the right to change the eligibility requirements or to suspend or terminate the Domestic Partner Program, including any coverage being provided at any time.

Section 4 – Flexible Spending Account

All employees, except those electing on HSA, will have the opportunity to contribute to a flexible spending account, established by the College, to cover medical expenses not covered by health care providers. This also includes uncompensated costs for vision and dental services.

As of January 1 of each year, the employee may elect to contribute up to the IRS annual maximum amount, through pre-tax payroll deduction. This will be done during open enrollment as defined by the College.

All employees shall also have the opportunity to contribute to an account for dependent care. Contributions to the account, up to the IRS annual maximum amount, will be made through pre-tax payroll deduction for this purpose. This will be done during open enrollment as defined by the College.

Guidelines for reimbursement from this account will be in accordance with IRS rules and laws governing flexible spending accounts. Reimbursement will be made through a vendor selected by the College.

<u>Section 5</u> – Dental/Vision Reimbursement Program

Each full-time employee who is employed at least thirty-two and one-half (32.5) hours a week and is assigned to position(s) for the duration of at least the academic year shall be eligible for reimbursement as set forth herein, subject to the caps provided under this program. In addition, vision reimbursement may be used for Lasik surgery.

Each employee and immediate dependent family member (spouse, son, daughter, and/or minor child assigned to the employee by a court according to IRS guidelines) will be provided with dental/vision care.

Beginning each calendar year on January 1 and ending the following December 31, the College may reimburse ninety percent (90%) of the actual dental and/or vision charges paid by the employee not to exceed two thousand five hundred seventy-five dollars (\$2,575) in total combined dental and vision benefit a year for a full family.

The College is the secondary provider. All claims must be filed with the primary spouse's provider before requesting reimbursement from the College.

Reimbursement may be for the employee and family as follows:

Services and Materials Covered:

DENTAL	VISION
Scaling and Polishing	Vision examination by Optometrist or
	Ophthalmologist
Fillings	Corrective lenses by prescription:
	Regular or Contact
Fluoride Treatment	Frames
Extractions	Lasik Surgery
Diagnostic X-Rays	
Root Canals	
Crowns	
Oral Surgery	
Bridges, Dentures and Partials	
Anesthetics	
Orthodontics	
Oral Maxillofacial Surgery	
Periodontics	
Endodontics	

Services and Materials Not Covered:

DENTAL	VISION
Any service or supply not furnished by a licensed dentist	Cosmetic purposes
Any service or supply not reasonably necessary for the dental care of the eligible individual	Non-corrective lenses
Cosmetic purposes	Vision therapy
Any care provided or reimbursed by other sources	Medical and surgical treatment of the eyes (with the exception of Lasik surgery)
Any portion of a charge for a service in excess of the reasonable and customary charge (the charge usually made by the provider when there is no insurance, not to exceed the prevailing charge in the area for dental care of a comparable nature by a person of similar training and experience)	Charges to which benefits are provided under Workers' Compensation, other laws, other insurances, or other Board policies, rules, etc.
	The cost of any service and/or material or of any combination thereof over the reimbursement amount

Section 6 – Reimbursement Procedure

Each employee must complete their online benefits enrollment within the first thirty (30) days hired. Employees must elect the dental/vision reimbursement benefit and add spouse and dependents they wish to enroll in the plan. The employee must pay the full cost for dental or vision services and submit the appropriate paperwork through the College's Third-Party Administrator.

Claims will be processed according to the College's administrative policies and procedures which are available on the Human Resources/Benefits website.

If there is a conflict between the statements in this Handbook and the health care Plan Document, the Plan Document shall be controlling.

<u>Section 7</u> – Long-Term Disability Program

A long-term disability (LTD) program may be provided to all full-time employees. The elimination period is sixty (60) calendar days following the submission of a physician's statement of disability. The effective date for the first payment is after all available sick time has been used. Coverage may be up to sixty-six and two thirds' percent (66 2/3%) of regular pay a month subject to any limits contained in the Plan Document. Refer to Plan Document for eligibility and maximums. Benefits are paid on the primary position; offsets for Worker's Compensation, Social Security, Medicare, Office of Retirement Services and Optional Retirement Plan (ORP) may be required under the Plan Document. Hospital/Medical, dental and vision coverage may be continued for a period not to exceed one (1) year if the employee remains eligible for LTD coverage.

LTD Maximum Period of Payment:

Age at Disability	Maximum Period of Payment	
Less than age 60	To age 65, but not less than 5 years	
Age 60	60 months	
Age 61	48 months	
Age 62	42 months	
Age 63	36 months	
Age 64	30 months	
Age 65	24 months	
Age 66	21 months	
Age 67	18 months	
Age 68	15 months	
Age 69 and over	12 months	

LTD Other Features:

- A. Some disabilities may not be covered or may have limited coverage under this plan.
- B. Survivor benefit
- C. Cost of living
- D. Noncontributory
- E. The preceding items are only highlights of the plan. For a full description of your coverage, consult the Plan Document on file in the Human Resources Department. Where there is a conflict between the description in this Handbook and the Plan Document, the Plan Document is controlling.

Section 8 – COBRA - Continuation of Health Insurance

A. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that employees and their spouses and/or dependents be notified of their rights and obligations under this act. This act states that covered employees are entitled to the continuation of health insurance plan coverage at their own expense in the event that a "qualifying event" occurs.

If the employee becomes covered by the College's group health insurance plan, they have the right under COBRA to continue their coverage under The Plan upon:

- A. Termination of their employment for reasons other than gross misconduct;
- B. Upon a reduction of the employee's hours of employment that results in the loss of coverage under the health insurance plan;
- C. Military call-up for active duty for more than thirty-one (31) days.
- B. The spouse or dependent child of an employee covered by the College's health insurance, has the right to choose continuation coverage for themselves if they lose coverage under the plan for the following reasons:
 - A. Death of the employee;
 - B. Termination of the employee's employment for reasons other than gross misconduct or a reduction in the employee's hours resulting in the loss of coverage;
 - C. Divorce or legal separation of a covered employee from the covered employee's spouse;
 - D. The employee becomes entitled to Medicare;
 - E. A dependent child ceases to be a dependent child of the covered employee under the plan; or
 - F. Military call-up for active duty for more than thirty-one (31) days.

- C. Under COBRA, the employee or a family member must notify the College within thirty (30) days of the occurrence of a divorce, legal separation, or a child losing dependent status under the College's health insurance plan. The College, in turn, must notify the insurance carrier of the employee's death, termination of employment, reduction in hours, or Medicare entitlement.
- 4. When the College is notified that one (1) of these events has happened, the College will notify the employee that they have the right to continue coverage. The employee, in turn, must notify the College within sixty (60) days from the date they lose coverage that they want continuation coverage. If the employee does not choose continuation coverage, their health insurance coverage will end.
- 5. If the employee chooses continuation coverage, the College will give them coverage that is identical to the coverage provided under its health insurance plan, to similarly situated employees or family members. The employee will be given the opportunity to maintain coverage according to the following "Maximum coverage period:"
 - A. A termination of employment or reduction in hours, in which case the period is eighteen (18) months;
 - B. Military call-up for active duty for more than thirty-one (31) days, within twenty-four (24) months
 - C. Death of employee, employee's entitlement to Medicare, divorce or legal separation and dependent child ceasing to be a dependent, in which case the period is thirty-six (36) months.
- 6. The employee's continuation of coverage may be cut short for any of the following reasons:
 - A. The College no longer provides group health insurance coverage to any of its employees;
 - B. The premium for the employee's continuation coverage is not paid by the employee;
 - C. The employee becomes covered under another group's health plan;
 - D. The employee becomes entitled to Medicare, except where the College's filing for bankruptcy is the qualifying event.
- 7. The employee does not have to show they are insurable to choose continuation coverage. However, they are required to pay all of the premiums for the continuation coverage plus a fee equal to two percent (2%) of the premium.
- 8. The employee must notify the Human Resources Department if there is a change in their marital status or if their spouse's address has changed.
- 9. If the employee has any questions concerning their COBRA rights or need additional information, please contact the Human Resource Department.

Section 9 – Retirement

- 1. Eligibility: The College is part of the Michigan Public Schools Retirement System, (MPSERS). All employees, except for MPSERS retirees, are immediately eligible to be in this program. The College's contribution rate is determined annually by MPSERS. Employee contributions are determined by the plan.
- 2. Enrollment: Enrollment forms are completed upon hire. Questions or changes regarding retirement benefits should be directed to the Director of Payroll or to the Office of Retirement Services at (800) 381-5111.
- 3. An Employee who has reached the age and service requirements of the Michigan Public School Employees Retirement Act and has completed at least ten (10) years of service with Grand Rapids Community College (GRCC), shall be presented with a GRCC retirement badge and wallet as a retirement gift from the Employer, in recognition for their loyalty, service and dedication to the students and faculty of the Grand Rapids Community College.

Section 10 – Retirement-Sick Days Payoff

Upon retirement an eligible employee may receive forty dollars (\$40) for each unused sick day or forty-five dollars (\$45) for each year of credited service, whichever is greater.

To receive this benefit, the employee must have reached the age and service requirement of the Michigan Public School Employees Retirement Act and have completed at least ten (10) years of service with Grand Rapids Community College.

The designated beneficiary (on file with the Human Resources Department) of each employee who dies shall receive the payment upon the eligible employee's death.

Section 11 – Special Pay Plan

Benefits payable at the time of retirement (accumulated vacation and sick time) will be paid through a tax-deferred account that has been established by the Board.

Section 12 – Life Insurance Program

Each full-time employee who is employed at least thirty-two and one-half (32.5) hours a week shall be eligible for the Life Insurance Program as set forth in this contract.

GRCC Police	
Term Life	Accidental Death and
Insurance	Dismemberment (AD&D)
	\$50,000
Premium	Paid by College
Duration	Active Employee

Employees may receive life insurance during the time of employment (see "Duration" in above table and excluding layoff); while on sick leave; or vacation.

<u>Section 13</u> – Workers' Compensation

If the employee is injured on the job, they must report their injury immediately to their supervisor and fill out an Employee Injury Report Form. All injuries should be reported, even if medical treatment is not necessary. If an injury occurs after regularly scheduled GRCC hours and immediate medical attention is needed or the injury is life threatening, and GRCC Police are not on campus, please go to the nearest emergency room or call 911. Benefits Manager (X-4052) should be contacted during the next business day.

Whenever an employee receives Workers' Compensation benefits, the employee has the option to be paid the difference between such benefits and the employee's

regular salary or wage by the College provided the employee has accumulated sick leave days available. Such difference shall be deducted from the employee's accumulated sick leave bank. The decision whether or not to use accumulated sick leave time will be in effect for the duration of the absence and is not subject to change as long as the employee has not exhausted their sick leave bank. The employee will notify the Human Resources Department in writing as to whether or not they elect to use accumulated sick leave time while receiving Workers' Compensation.

The obligation of the College to pay any salary differential shall be terminated after the exhaustion of the accumulated sick leave bank, at the end of the current fiscal year, or after nine (9) months, whichever occurs first.

Employees shall be entitled to twelve (12) months of health insurance benefits continuation.

If the employee is still disabled at the end of the period, they may, at the employee's expense, continue hospital/medical, dental and vision benefits according to COBRA guidelines.

Section 14 – Immunizations

Employees in need of flu shots, hepatitis shots, and tuberculosis tests, should first determine whether these expenses are fully covered by their insurance. If expenses are not fully covered, the employee should consult with Human Resources to determine the most cost-effective way of obtaining these immunizations without expense to the employee.

HOLIDAYS

<u>Section 1</u> – Observed Holidays

Each full-time employee (thirty-two and one half (32.5) hours or more a week) shall be eligible for holiday pay for the following holidays if the holidays fall within the employee's designated work-week. Officers and Dispatchers who are regularly assigned ten (10) hours shifts will have all holidays reflected on their schedules and will receive eight (8) hours of pay for those holidays unless they perform work on the holiday. If they work on a scheduled holiday, they will receive their straight time regular pay for eight (8) hours plus double time (2x) their straight time hourly rate for those hours worked.

Holiday	2025-26	2026-27	2027-28
Independence Day	7/4/2025	7/3/2026	7/5/2027
		(Observed due to	(Observed due to
		Independence	Independence Day
		Day on Saturday)	on Sunday)
Labor Day	9/5/2025	9/7/2026	9/6/2027
Day Before Thanksgiving	11/26/2025	11/25/2026	11/24/2027
Thanksgiving Day	11/27/2025	11/26/2026	11/25/2027
Day After Thanksgiving	11/28/2025	11/27/2026	11/26/2027
Half Day Before Christmas*	12/24/2025	12/24/2026	12/24/2027
Variable Holiday Half Day*	12/24/2025	12/22/2026	12/24/2027
Christmas	12/25/2025	12/25/2026	12/27/2027
			(Observed due to
			Christmas Day on
			Saturday)
Variable Half Day Before New Year's*	12/31/2025	12/31/2026	12/31/2027
Half day before New Year's	12/31/2025	12/31/2026	12/31/2027
New Year's Day	1/1/2026	1/1/2027	1/1/2028
			(observed)
Memorial Day	5/25/2026	5/31/2027	5/29/2028

<u>Section 2</u> – Holiday Eligibility Conditions

- 1. Regularly employed for thirty-two and one-half (32.5) hours or more a week.
- 2. The employee must complete their last scheduled workday prior to the holiday and begin work at the scheduled time on their first scheduled workday after the holiday.
 - A. If the employee is on a paid leave of absence (paid sick day, personal business day, vacation day or comp time), they are eligible for holiday pay.
 - B. If the employee is on unpaid leave, they will not receive the holiday pay.

- 3. If a holiday falls on Sunday, the employee shall have Monday off with eight (8) hours of pay at their regular pay rate, provided the College is not in session on Monday. If the College is in session on Monday, Sunday shall be the holiday, and each eligible employee shall receive eight (8) hours of pay at their regular pay rate for the Sunday holiday in addition to pay earned for the time the employee worked during the holiday week.
- 4. If a holiday falls on Saturday, the employee shall have Friday off with eight (8) hours of pay at their regular pay rate, provided the College is not in session on Friday. If the College is in session on Friday, Saturday shall be the holiday, and each eligible employee shall receive eight (8) hours of pay at their regular pay rate for the Saturday holiday in addition to pay earned for the time the employee worked during the holiday week.

Section 3 – Holiday Shutdown

Holiday	2025-26	2026-27	2027-28
Holiday shutdown period begins			
Christmas Eve: ½ holiday and ½			
variable holiday	12/24/2025	12/24/2026	12/24/2027
Christmas Day holiday			12/27/2027
			(Observed due to
			Christmas on a
	12/25/2025	12/25/2026	Saturday)
Shutdown Day	12/26/2025	12/28/2026	12/28/2027
Shutdown Day	12/29/2025	12/29/2026	12/29/2027
Shutdown Day	12/30/2025	12/30/2026	12/30/2027
New Year's Eve: ½ holiday and			
½ variable holiday	12/31/2025	12/31/2026	12/31/2027
New Year's Day holiday			1/3/2028 (Observed
			due to New Year's
	1/1/2026	1/1/2027	on a Saturday)
Holiday shutdown period			
ends/Return to work	1/2/2026	1/4/2027	1/4/2028

GRCC will implement a Holiday Shutdown for the non-holiday days between Christmas and New Year's (referred to as "Shutdown Days").

To be eligible for the holiday shutdown, employees must be required to work during the scheduled shutdown period as part of their regular work week/year. Full pay for shutdown days will be paid on primary positions only.

Employees working during shutdown period:

A. <u>Scheduled work</u> - mandatory College work planned to deal with critical business of the College (i.e., payroll processing, IT system support, sidewalk snow cleanup and minimal building rounds).

B. <u>Emergency work</u> - mandatory College work unplanned to deal with critical business of the College (i.e., building malfunctions on campus, security-related emergency).

Selection of an employee to work will comply with procedures identified within the collective bargaining agreement or past practice.

If an employee is scheduled to work on any of the Holidays, the employee will be paid according to their contract.

If an employee is approved to work on a shutdown day, the employee will be granted an equivalent amount of time off as compensatory time off up to eight (8) hours per day.

In the event an employee is scheduled to work beyond an eight (8) hour day shift and/or forty (40) hours a week (whichever applies for determining overtime), the employee will be compensated overtime according to their respective collective bargaining agreement.

ARTICLE 13

VACATION

Section 1 – Vacation Policy

- 1. All vacation allowances must be earned. However, the College will advance employees their annual vacation allowance at the beginning of each fiscal year to allow employees to use time off over the course of the year in which they earn the vacation.
- 2. Annual allowances are based on the table set forth below.
- 3. Upon separation from employment for any reason, including voluntary or involuntary termination or retirement, vacation banks will be adjusted. Vacation allowances will be prorated based on the number of months the employee worked during the fiscal year in which the separation occurs.
- 4. Employees who have used more than their prorated annual vacation allowance shall reimburse the College for each vacation day that was taken but not earned. If the employee's vacation bank has been overdrawn, the overdrawn amount will be deducted from the employee's final paycheck.
- 5. Employees who have earned but unused vacation days shall be paid for each day of earned but unused vacation at the employee's daily rate at the time of separation.

Newly hired fifty-two (52) week full-time	Vacation (July 1-June 30)
employees (employed at least thirty-two	
and one-half (32.5) hours a week)	
1 st full fiscal year of employment	Eight (8) hours for each full month
	of employment, up to eighty (80)
	hours
2-5	120 hours
6-10	160 hours
11-15	176 hours
16-20	200 hours
21 and up	216 hours

Section 2 – General Vacation Conditions

- 1. Each employee has the responsibility of arranging vacation time with their immediate supervisor.
- 2. Vacation time shall be used by December 31st of the fiscal year following the year in which it was awarded. If any such vacation time is not used by this date, then any such unused vacation time will roll into the vacation bank pool for unit member FMLA qualifying absences.

A. Vacation Bank Pool for FMLA Qualifying Absences

If after carryover, options (Article 13, Section 2.3) have been utilized and a vacation hours balance continues to exist, these vacation hours will transfer to a vacation bank pool for FMLA qualifying absences.

The vacation bank pool will be used in the following manner:

- 1. The POLC employee is on a qualified FMLA absence.
- 2. The POLC employee has exhausted their sick and vacation bank balances.
- 3. The vacation bank pool for FMLA will provide paid days to a POLC employee up to the expiration of the FMLA period.
- 4. The Director of Payroll will maintain and allocate this pool. It will only be used on an as needed basis.
- 5. If the vacation bank pool for FMLA qualifying absences is depleted and a need arises, the College will implement the practice of requesting donations of vacation hours to cover for the qualified FMLA absence period (See Article 15, Section 11: Donation of Vacation Time).

- 3. It is understood that the accumulated vacation time is to be used by the date specified. Any employee who is prevented from using the vacation time due to execution of work assignments may have up to ten (10) days automatically extended to the end of the next calendar year (December 31st). In the event an employee wishes to have the ten (10) days transferred to their sick leave bank, they must notify the Director of Payroll, or designee in writing by December 31. The decision of the Director or designee shall be final.
- 4. Within a given fiscal year, employees may borrow against their future vacation time with the approval of their immediate supervisor and written notification to the Director of Payroll.

TUITION WAIVER, TUITION REIMBURSEMENT, AND OTHER BENEFITS

- <u>Section 1</u> Tuition Waiver for Grand Rapids Community College Tuition for Employee, Employee Spouse and Eligible Children
 - 1. Full-time (employed at least thirty-two and one-half (32.5) hours a week) and part-time employees (twenty (20) hours and above) shall be eligible after six (6) months of the College employee's continuous employment prior to the beginning of the semester. Part time employees working less than twenty (20) hours per week are eligible for tuition waiver for four (4) contact hours per semester for the employee only.
 - 2. Employee, employee's spouse or dependent children (unmarried: children, stepchildren or foster children up to the age of twenty-six (26) may receive a waiver for tuition and fees according to the guidelines that follow. There are tax implications when extending tuition waiver benefits to children twenty-four (24) years of age or older. A child aged twenty-four (24) or older must be a dependent to qualify for tax free tuition waiver benefits, they must meet the IRS rules for claiming a child as a dependent. Employees who elect to use this benefit for non-dependent children between the ages of twenty-four (24) and twenty-six (26) must contact Payroll before enrollment to understand the tax implications.
 - 3. Spouses or dependent children of part-time employees may receive a prorated waiver based on the College employee's work schedule.
 - 4. Employees on unpaid leave of absence shall not qualify for any of the benefits under this provision.
 - 5. Tuition and fees will be waived for the first twelve (12) contact hours, regardless of any other available sources of financial aid.
 - 6. Employee's course work may not interfere with the employee's assignment.

- 7. Tuition waiver for each full-time employee, spouse and eligible child shall not exceed twelve (12) contact hours and related fees (regardless of residency) at Grand Rapids Community College per semester (Fall, Winter and Summer). The tuition waiver may be used for non-credit courses at GRCC if they lead to national certification. The waiver benefit will be equated to dollars based on a calculation of twelve (12) contact hours at the resident rate, and related fees. The tuition waiver cannot be applied to non-credit courses taken for personal interest, CEU and employer specific training. The tuition waiver does not include books and the employee will be responsible for covering these costs. Part-time employees will have a prorated tuition waiver based on the number of hours worked per week during the College's fiscal year.
- 8. In cases where an employee and their spouse both are employed with GRCC Meet & Confer, APSS, CEBA, OR GRCC Police employee groups, their dependents will be allowed a maximum of twenty-four (24) contact hours per semester.
 - A. In cases where an employee's spouse is a faculty or adjunct faculty member, their dependent tuition waiver will be coordinated per the handbook and their collective bargaining agreement language.
- 9. The tuition waiver form can be found on the Human Resources/Benefits website.

Section 2 – Other College Tuition Reimbursement

The employee may be eligible after six (6) months of continuous employment prior to the beginning of the semester.

Each full-time employee (employed at least thirty-two and one-half (32.5) hours a week) is eligible for tuition reimbursement up to twelve (12) semester hours each fiscal year. For each part-time employee, the amount of tuition reimbursement and fees shall be prorated based on the assigned number of hours worked per week during the regular year.

Courses taken at institutions other than Grand Rapids Community College shall be reimbursed at the regular tuition rate charged but shall not exceed Three-hundred dollars (\$300) a credit hour plus fees (excluding deferred payment fee).

To be reimbursable, courses taken at colleges other than GRCC must be related to the employee's regular assignment, required for degree completion or related to other GRCC employment opportunities.

- 1. Employees on leave of absence shall not qualify for tuition reimbursement.
- 2. Satisfactory completion (grade of "C" or better) of the course is required.
- 3. Tuition reimbursement is not available from any other source.
- 4. Course work may not interfere with the employee's assignment. Exception shall be only by written approval of the President or designee.
- 5. A Tuition Benefit Form or other course approval application must be submitted in accordance with the instructions outlined on the Finance and Administration website.

Within thirty (30) days of completion of an approved course, the employee shall resubmit the Tuition Benefit Form along with a copy of the grade slip and tuition receipt, in accordance with the instructions outlined on the Finance and Administration website. Financial Services shall process payments according to established procedures.

- 6. Financial Services shall make payment according to established procedures.
- 7. Any individual eligible to receive tuition reimbursement must be a College employee at the time the class is taken and prior to payment or a GRCC retiree.

Section 3 – Course Approval

To apply, employees must complete forms and receive approval for the course(s) on or before the second week of the semester in which the class is in session.

- 1. Such courses must be college credit or workshop equivalent to credit courses.
- 2. The employee must have junior or senior status or work at a graduate level in order to take courses at colleges other than Grand Rapids Community College.
- 3. If a course is available at another institution that could benefit the employee's work performance, an exception can be made with administrative approval.
- 4. Written approval or disapproval shall be submitted to the employee or retiree.
- 5. A two (2) year allotment may be taken simultaneously provided the employee is enrolled in a course or courses that begin in one fiscal year and terminate in the next fiscal year.

Section 4 – Professional Development Activities and Reimbursement

The supervisor and Budget Control Officer (BCO), or designee, may authorize an employee to attend conferences with pay. Such request for leave shall be in writing and submitted to the supervisor, BCO, or designee, at least ten (10) business days prior to the leave date requested.

Expenses for attending a conference event shall not be paid by the Board unless authorized in advance by the BCO. The conference may be paid by the departmental budget if part of the employee's Performance Evaluation.

Should the professional development be part of the employee's Performance Evaluation, the supervisor shall allow the employee to attend on College time.

Section 5 – Uniforms

The College will either provide funding toward the purchase of uniforms and/or shoes required in the performance of an eligible employee's duties or provide such uniforms and/or shoes. Uniforms must be returned to the College upon termination of employment or the costs will be deducted from the employee's last paycheck. The College will reimburse for up to one pair of shoes or boots per fiscal year.

Each eligible employee shall be responsible for cleaning and maintaining uniforms required in the performance of their job and shall wear the uniforms properly while on duty.

Section 6 – Parking

GRCC POLC members agree to pay ten dollars (\$10) per month from September through April (eight (8) months) in exchange for the opportunity to park on campus. All GRCC POLC members will pay for parking. Parking fees are paid through payroll deduction and are pre-taxed. Parking deductions will be spread by pay period over twelve (12) months effective July 1, 2025.

<u>Section 7</u> – Mileage Reimbursement

Each employee who, by the nature of their employment, is required to drive their own vehicle in the performance of their duty or responsibilities shall be eligible for actual mileage reimbursement based upon the current IRS rate at the start of the fiscal year. Mileage will be reviewed on an annual basis at the beginning of each fiscal year. Employees must document their trips, the business purpose and the mileage in order to satisfy IRS requirements and to receive reimbursement from the College.

If an employee is required to use a motor pool vehicle in the performance of their duty or responsibilities, reimbursement is limited to actual costs incurred while the pool vehicle was in use.

ARTICLE 15

TIME OFF ALLOWANCES/LEAVES

Section 1 – Bereavement

Bereavement time because of death in an employee's immediate family shall not exceed five (5) scheduled workdays if the deceased lived within the state of Michigan or seven (7) scheduled workdays if the deceased lived outside the state of Michigan.

Immediate family is defined to include: spouse, child, mother, father, brother, sister, "step" of the previous, in-laws (father, mother, brother, sister, daughter, and son), grandparent, grandchild, spouse's grandparent, aunt, uncle, foster child or children assigned by the court, and other members of the immediate household.

Bereavement time for the death of friends or other relatives shall not exceed the equivalent of three (3) scheduled days per fiscal year.

Authorized bereavement days may not be deducted from the employee's sick bank.

Section 2 – Child Care Leave

Each employee may submit, in writing, requests for leaves of absence without pay for the purpose of childcare. This leave shall run concurrently with FMLA Leave. Such leave may be granted for a period up to six (6) months and for additional periods at the discretion of the President or designee. (See FMLA Child Care Leave or Care for a Child Placed Through Adoption or Foster Care.)

Requests for a childcare leave (without pay) shall be in writing, authorized by the immediate supervisor and the appropriate Vice President, and shall state the reasons for the leave. The Executive Director of Human Resources shall notify the employee in writing of the approval or disapproval of the leave.

The duration of such leave shall be only for such time as requested and approved, unless changed by agreement between the President or designee and the employee. Approval for this type of leave is dependent upon the needs of the College as determined solely by the President or designee.

Section 3 – Family and Medical Leave Act

FMLA will be administered as required by federal law and consistent with the College's policy. Employees must use accrued paid leave benefits before using unpaid FMLA leave.

<u>Section 4</u> – Worker's Compensation or Other Types of Disability Leave

Light Duty for Non-Duty Related Disabilities: An employee's return from a disability leave is contingent upon the employee being able to fully perform the duties to which the employee is assigned as well as any other applicable provisions of this contract. If an employee is able to work with limitations based on medical certification from a qualified healthcare provider, the Employer may, in its discretion, assign an alternate duty assignment within the employee's residual capacities. On-duty injuries creating the need for a light duty assignment will be given preference to off-duty injuries requiring the same light duty assignment. During the period of a light duty assignment, employees shall be paid at their regular rates of pay and be eligible for all benefits and insurance coverage available to employees not on worker's compensation or disability leave.

Section 5 – General Leaves (Non-FMLA)

At the discretion of the College, employees may be granted a leave of absence without pay for purposes other than those included in the Family and Medical Leave Act for a period not to exceed twelve (12) months. Requests for leave without pay shall be in writing, authorized by the immediate supervisor and the appropriate Vice President, and shall state the reasons for the leave. The Director of Human Resources shall notify the employee in writing of the approval or disapproval of the leave. See unpaid leave reinstatement section.

Section 6 – Sick Leave

Unused sick hours shall be cumulative from fiscal year to fiscal year for each employee. The total amount of each employee's accumulation is unlimited. Employees shall receive sick time as follows:

- 1. Full-time employees will be granted eight (8) hours for each month of employment, credited in advance ninety-six (96) hours each fiscal year. Each employee working fifty-two (52) weeks will be awarded ninety-six (96) hours. Each employee working fewer than fifty-two (52) weeks shall be entitled to a prorated allowance of eight (8) hours per month of employment.
- 2. Newly hired employees will be credited with sick days in advance, eight (8) hours for each month of scheduled employment through the end of the current fiscal year.
- 3. Sick time, which shall be deducted from the employee's accumulated sick leave bank, limited to maximum accumulation, may be used for any of the following reasons:
 - A. For the employee's mental or physical illness, injury or health condition; medical diagnosis, care or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
 - B. For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of the employee's family members' mental or physical illness, injury or health condition; or preventive medical care for a family member of the employee.
 - C. If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
 - D. For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
 - E. For the closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

- 4. For the purposes of Article 15, Section 6, the term "family member" includes all the following:
 - A. A biological, adopted or foster child, stepchild, or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
 - B. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
 - C. A person to whom the employee is legally married under the laws of any state or a domestic partner.
 - D. A grandparent.
 - E. A grandchild.
 - F. A biological, foster or adopted sibling.
 - G. Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
 - 5. Where the need to use sick leave is foreseeable, employees are asked to provide notice no more than seven (7) days in advance. Where the need to use sick leave is not foreseeable, employees are asked to provide notice as soon as reasonably practicable in accordance with the College's documented notice and call-in procedures.
 - Documented notice and call-in procedures may be established by the Department, but shall include, at minimum, a requirement for employees to provide advance notice of each absence. In cases of emergencies or where an employee is otherwise prevented from providing advance notice of an absence, the employee must still provide notice as soon as practicable.
 - 6. If an employee is absent for more than three (3) consecutive days, the College may require the employee to provide reasonable documentation that sick time has been used for covered absences
 - 7. If an employee separates from the College after sick time has been taken but not fully accrued, the employee will be required to pay the unaccrued time. The unaccrued portion may be deducted from the employee's final check to the extent permitted by law.
 - 8. All unused, accrued sick time will be forfeited at the time of separation (unless the employee is reinstated within two (2) months), except to the extent an employee is eligible for retirement sick days payoff, as provided for in this contract. If an eligible employee elects a retirement sick days payoff, they will be ineligible for reinstatement with the College within two (2) months after their separation.

<u>Section 7</u> – Unpaid Leave Reinstatement

Upon expiration of an unpaid leave, an employee's employment may be terminated if the employee does not return to work or contact Human Resources within five (5) days after the expiration of the approved leave. Leaves will not be granted or continued for self-employment or other employment.

With no written agreement to the contrary between the Director of Human Resources and the employee, an employee on leave shall have the following reinstatement rights:

An employee returning from an approved leave of any kind for a period of fewer than six (6) months shall be reinstated to their former position. However, an employee on a leave of any kind for a period of from six (6) months to twelve (12) months may be offered an available position for which they are qualified if the former position is not open. If no position is available, the employee may be assigned Pending Suitable Placement (PSP) status for up to twelve (12) months from the expiration of the approved leave. During this PSP period, they may bid on open and posted job openings. If a position is not secured during the PSP period, employment will be terminated at the end of the twelve (12) months, and the College will have no obligation to consider the person for reinstatement.

Section 8 – Personal Business Leave

- 1. Each full-time employee, scheduled to work thirty-two and one-half (32.5) hours per week, is entitled to twenty-four (24) hours of personal leave each fiscal year (non-accumulative). Each part time employee, scheduled to work at least twenty (20) hours per week, is entitled to a prorated amount of personal leave each fiscal year.
- 2. A form is not required; however, all personal leave time must be approved in advance by the immediate supervisor, and reported on the daily time sheet as personal leave.
- 3. Personal business days will be granted in the same manner as vacation days. No restrictions applied.

Section 9 – Jury Duty

If an employee is summoned for jury duty, a special leave of absence with pay shall be granted for that purpose provided such employee provides a copy of the court order or subpoena to the immediate supervisor. The employee shall be expected to be at work during the regular working hours when not required to be absent because of court proceedings.

While assigned to jury duty, the employee shall receive their normal rate of pay. Payment received from the court for jury duty services (excluding expenses for mileage, parking and/or meals, with proper receipts) shall be remitted to Grand Rapids Community College. Jury Duty payments are to be forwarded to the Human Resources Department.

The request for jury duty or court appearance must be made on the Application for Leave of Absence form.

Section 10 – Military

Any employee who is inducted or enlists in any branch of the Armed Forces of the United States will be granted a leave without pay for the period of military service, in accordance with applicable federal and state laws. Upon return from such leave, the employee shall receive full credit on the salary schedule for the time served provided the employee has been released from active duty, submits a written request for re-employment within ninety (90) days from the date of discharge, and is still qualified and competent to perform their required duties. It is the responsibility of the employee to submit to the Director of Human Resources or designee, the official documents to support the above requirements. If the employee is a reservist or a member of the National Guard, they are granted time off without pay for required military training. Employee's eligibility for reinstatement after their military training is determined in accordance with applicable federal and state laws.

Section 11 – Donation of Vacation Time

- 1. Donation of vacation days: A bargaining unit member with a minimum of two (2) years of service shall have the right to donate up to forty (40) hours per year to a qualified member or members of CEBA, APSS, POLC and/or Professional, Management, and Administration employee groups.
- 2. Eligibility to Receive Donated Vacation Days:
 - A. Recipients must:
 - a) Be a member of CEBA, APSS, POLC and/or Professional, Management, and Administration employee groups.
 - b) Qualify for FMLA leave.
 - c) Have exhausted all paid sick and vacation days.

3. Process:

- A. Donations will only be accepted to fulfill the FMLA period (twelve (12) weeks).
- B. Donated vacation days will be applied to the recipient in the order donated.
- C. Donations that go beyond the FMLA period will be returned.
- D. Benefits for a recipient of donated vacation days will continue per the FMLA policy. In the event an employee does not return from FMLA, repayment of benefits will be in accordance with the FMLA policy.
- E. To donate time, members must complete and sign a Vacation Bank Transfer Request form. Forms are available upon request from the HR representative. The completed and signed form will be submitted to the Human Resources Department for processing.

ARTICLE 16

PAYROLL PRACTICES

Section 1 – Payday

Employees are paid every two (2) weeks on a Friday. The designated two-week pay period runs from Monday through Sunday.

Terminated employees will not be paid in advance of the pay day on which they otherwise would receive their pay for the pay period worked.

Section 2 – Annuity Program/403B/457B Program

Pursuant to each carrier's rules and regulations and in accordance with the College's policy and approved companies, employees may have their gross pay reduced by a given amount. The designated sum will be deducted from the employee's regular paychecks with their written authorization, and sums will be remitted bi-weekly to the company selected by the employee. The company must be approved to do business with the College.

<u>Section 3</u> – Payroll Deduction Services

Any payroll deduction requires the employee's prior written authorization. The College provides optional payroll deduction opportunities for the following services; list of which may be obtained at Human Resources.

Refer to the Human Resources/Payroll webpage for complete information about payroll deduction services.

ARTICLE 17

RESPONSIBILITIES & POLICY GUIDELINES

Section 1 – Behavior Guidelines for Conduct

Grand Rapids Community College has the following expectations of College staff, including but not limited to the following:

- 1. Provide a safe work environment.
- 2. Promote continuous improvement.
- 3. Establish consistent operating standards.
- 4. Protect individual rights and well-being.
- 5. Protect College property.
- 6. Fulfill legal responsibilities.
- 7. Arrive on time and prepared to work at the beginning of the workday.

8. Dress appropriately for the position held.

Some employee conduct does not support these objectives. There is no effective method of pre-determining the seriousness or effect of any one violation of GRCC's policies or of making an exhaustive list of all possible violations of policy.

Although some violations may be more severe than other violations, repeated violations or a combination of violations may result in termination of employment. However, the College will adhere to a fair and equitable process for terminating employees who have demonstrated an unwillingness or inability to abide by GRCC or departmental policies.

Section 2 – Alcohol, Illegal Drugs and Illegal Use of Drugs

The College is committed to the elimination of drug and/or alcohol abuse in the workplace and in all learning environments. For additional information about GRCC's Drug and alcohol Policy, please visit the Office of General Counsel Policies webpage.

Section 3 – Workplace Violence

Any act of violence (i.e., hitting, pushing) or any threat or statement suggesting intent to commit an act of violence is prohibited, even if the employee did not intend to cause harm or carry out the threat.

- 1. Because of our commitment to provide employees with a safe work environment, employees must report workplace violence to Campus Police immediately.
- 2. Employees, unless required as a part of their duties for the College, will not bring firearms or other weapons onto GRCC's premises.
- 3. If an employee is aware that another employee appears troubled or irrational, they must report their observations to their supervisor.
- 4. Employees must notify their supervisor or other management staff of any visitor, vendor, or student on GRCC's premises who is behaving in a threatening, abusive or violent way.

<u>Section 4</u> – False Information and Employment

An applicant for employment with GRCC is expected to provide complete and accurate information regarding their background, employment history, credentials and qualifications for employment. If, following employment, GRCC learns that an employee provided false or misleading information, or omitted pertinent information regarding essential background, employment history, credentials or qualifications for employment, or in any document provided to secure employment or advance employment, GRCC may discipline the employee, change the employee's employment status, reassign the employee, or terminate the employee, regardless of the time elapsed before the discovery.

GRCC may investigate an employee's background, employment history, credentials and qualifications at any time during the employment relationship.

<u>Section 5</u> – Confidentiality

Employees may work with and may have access to information that they must keep confidential. Such information includes student data, Human Resources records and personnel matters, payroll data, financial data, and proprietary information. Employees will keep such information confidential. This means they will not disclose such information to co-workers who have no need to know or to persons outside the workplace.

Employees have a responsibility to protect the security of confidential information. This means they will keep confidential information in locked files when they are not using it, and they will protect the security of computer files that contain confidential information.

As a condition of employment, employees agree not to disclose confidential information.

Section 6 – Use of College Facilities by Employees

The Ford Fieldhouse and natatorium are available for use at no cost to employees when the facilities are open and not otherwise scheduled for classes and/or events.

Section 7 – Technology

The College will provide appropriate technology equipment for employees to perform their work.

Section 8 – Voice Mail/Electronic Mail

Voice mail and electronic mail are treated like any other form of written communication. Messages are subject to the same legal restrictions and potential liabilities as those of paper documents. E-mail messages may be subpoenaed and are not subject to the same privacy rights that a written communication may have. While the College does not normally monitor or save e-mail, e-mail communications should not be considered private. Because the College owns and provides this equipment, it is considered property of the College to which there is no right of privacy. An e-mail message should be viewed as published business correspondence. The College reserves the right to access and review all computer files, including voice, online fax, and e-mail messages.

Section 9 – Damage or Loss of Personal Property

If personal property of an employee is damaged or stolen as the result of an assault, vandalism or theft while the employee is acting in the line of duty on the premises of the College or while participating in an authorized activity as a representative of the College at an event away from the premises of the College, the College may make an equitable financial settlement for such loss with the employee involved if the damage is not fully covered by insurance. In such a situation, the employee shall first seek recovery from any insurance coverage available to the employee before they seek an equitable financial settlement from the College. The decision of the College regarding equitable financial settlement, if any, shall be final.

Section 10 – Automobile Vandalism and/or Theft

Reimbursement to an employee for validated damage to personal automobile property due to vandalism and/or theft may be made under the following circumstances:

- A. The employee is acting in the line of duty when such loss occurs, and the automobile is parked in the designated area assigned by the appropriate College administrator or designee.
- B. The employee's insurance carrier or the employee has paid the claim, except that the College will pay the first one-hundred dollars (\$100) of the employee's deductible for the first occurrence in a fiscal year. If there are subsequent events, the total payment made on the second claim (or more) within the same fiscal year shall not exceed the employee's insurance deductible.
- C. The items damaged or stolen are attachments to and are regular accessories of the vehicle. Tapes, CD's, a cellular phone, and any add-on equipment pieces are not considered to be regular accessories.
- D. The automobile was secured (windows locked, doors locked).
- E. The damage was properly reported to GRCC Police no more than two (2) working days after the discovery of the loss.
- F. The employee signs the claim form stating that the damage and/or loss was, to the best of that employee's knowledge, done while they were acting in the line of duty and stating the location in which the auto was parked. At least two (2) estimates from reputable local businesses shall be attached as well as a copy of the insurance policy showing the applicable deductible. The form may be obtained from the Financial Services Department.

<u>Section 11</u> – Performance Improvement Plans

If the quality of an employee's work is deemed unsatisfactory at any time other than at their scheduled Performance Development Discussion, the employee shall receive a written communication, Performance Improvement Plan (PIP), from the immediate supervisor. The PIP should describe the actions the employee must take to improve, with timelines for achievement of the actions and for regular meetings between the employee and supervisor throughout the duration of the plan. It will also describe the steps the immediate supervisor may take to assist the employee in improving.

At the conclusion of the improvement plan, unless employment is terminated during the improvement plan period because the employee failed to adhere to the plan, other performance issues occurred during the process, or the employee violated other rules and/or policies of the College, the immediate supervisor will provide the employee with a written summary of the employee's progress under the plan. The written summary may include a statement in which one of the following conclusions is provided:

- 1. The employee has successfully completed the plan of improvement, and their performance is considered satisfactory.
- 2. The employee has made progress under the plan and will be retained subject to a new or continued plan of improvement.

<u>Section 12</u> – Promotion to Sergeant

It would be preferred that candidates have worked a minimum of three (3) years at GRCC Campus Police. Candidates must have at least five (5) years total law enforcement experience.

Grand Rapids Community College and the Grand Rapids Community College Police Department will have an equitable selection system that has, as its objective, the selection of qualified people for advancement and assignment; informs its employees of how selections are made, and utilizes procedures that are job related and nondiscriminatory. The Human Resources department will be responsible for the administration of each promotional process, which is outlined in the departmental procedure manual, Policy 8-7.

Section 13 – College Closure

When the College is closed due to inclement weather or other unforeseen circumstances that do not require the presence of Police Department Employees, all staff scheduled to work who did not report to work shall report their regular scheduled hours using the appropriate (IE: SD for Shutdown) absence code. If an employee was scheduled for a full day off during the closure, the scheduled time off will be changed/reported with the appropriate absence code (IE: SD for Shutdown). If the College has a delayed start or closes early, and they were scheduled for a partial day off during the closure, the scheduled time off will be charged/reported with the appropriate leave bank code (IE: sick, vacation, personal). – Employees ordered to work during a College closure shall receive one and one half (1 ½) times their regular hourly pay for all hours worked during the closure.

Section 14 – Wellness Program

All POLC employees may participate in the Wellness Program under the following conditions:

- A. POLC employees may utilize a maximum of one and a half (1 ½) hours per day, one day per week to engage in wellness activities during their scheduled workday. The use of such time for wellness activities will take the place of any permissible breaks, including breaks for lunch or meals on such days.
- B. All time utilized for wellness activities must be arranged in advance and approved by the employee's supervisor. Supervisory approval shall be conditioned upon notice of an employee's location while engaging in any wellness activity.
- C. No more than one (1) POLC employee may utilize time to engage in wellness activities during the same time period on any day.

- D. Time for wellness activities is not guaranteed, and shall not be approved by an employee's supervisor whenever it would cause, create, or contribute to any concern regarding staffing, safety, or security.
- E. Any POLC employee who utilizes time for wellness activities must do so on campus.
- F. Any POLC employee who utilizes time for wellness activities must be available to promptly respond to any call, concern, emergency, or other circumstances requiring the presence of a POLC employee while engaging in such activities.

ARTICLE 18

WAGES & OTHER BENEFITS

<u>Section 1</u> – Salary Schedules

GRCC Police Officers							
Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2025-2026 Rate (+3.75%)	\$27.31	\$28.39	\$29.47	\$30.55	\$31.63	\$32.72	\$33.82
2026-2027 Rate (+3.75%)	\$28.33	\$29.45	\$30.58	\$31.70	\$32.82	\$33.95	\$35.09
2027-2028 Rate (+2%)	\$28.90	\$30.04	\$31.19	\$32.33	\$33.48	\$34.63	\$35.79

GRCC Dispatchers							
Contract Year	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
2025-2026 Rate (+3.75%)	\$20.99	\$22.05	\$23.11	\$24.16	\$25.22	\$26.28	\$27.35
2026-2027 Rate (+3.75%)	\$21.78	\$22.88	\$23.98	\$25.07	\$26.17	\$27.27	\$28.38
2027-2028 Rate (+2%)	\$22.22	\$23.34	\$24.46	\$25.57	\$26.69	\$27.82	\$28.95

2025-2026	increase salaries by 3.75% with step movement based on performance
2026-2027	increase salaries by 3.75% with step movement based on performance
2027-2028	increase salaries by 2% with step movement based on performance

GRCC Police Shift Differential:

Employees regularly assigned to the second shift shall receive fifty cents (\$0.50) per hour over the employee's regular rate for the hours worked, starting July 1, 2022.

Police Sergeant Shift Differential:

Start - Police Sergeants will be paid nine percent (9%) more than the rate at the top step of the GRCC Police Officer wage schedule.

Lead Dispatchers:

The employee regularly assigned as a Lead Dispatcher for the College will receive thirty-five cents (\$0.35) per hour over the employee's current regular rate for the hours worked.

<u>Section 2</u> – Step Movement Based on Performance

Bargaining unit members who have not reached the top step of their salary schedules shall be eligible for advancement of one (1) step under the following conditions:

- 1. Step advancement for eligible Police Officers will take place only on July 1st of each contract year.
- 2. Step advancement for eligible Dispatchers will take place only on July 1st of each contract year.
- 3. Completed required professional development.
- 4. Meets expectations in all areas of evaluation
- 5. The Chief of Police must recommend step advancement based on assessment that the employee meets and/or exceeds all expectations and has demonstrated commitment to continuous professional growth and improvement within the position.
- 6. Command staff will meet with each employee no later than February 1 of each year of the contract to provide the employee with mid-year feedback on performance. This meeting will be documented and signed by both the employee and the Chief.
- 7. If the Chief does not complete the mid-year performance review and/or the end of year evaluation, the employee shall automatically receive the step increase as long as the employee is not on a PIP as of June 30, and has completed their required professional development.

Section 3 – Longevity

The longevity schedule will begin at the conclusion of the employee's fifth year of service. The number of years of service shall be computed once each year, as of June 30. Longevity will be spread over twenty-six (26) pays during the length of the fiscal year based on the prior fiscal year service. Employees assigned to work less than full-time shall receive longevity pro-rated to their assignment. Employees hired before December 31 will be considered as one full year.

Longevity Schedule

Years of Service	2025/26 - 2027/28		
5	564.46		
10	846.69		
15	1179.42		
20	1474.26		
25	1769.12		

Section 4 – Field Training Officer (FTO)

- 1. The FTO assignment shall be made solely at the discretion of the Chief of Police or designee.
- 2. The FTO assignment shall include completion of a Daily Observation Report (DOR) of each Officer being trained.
- 3. The FTO shall be compensated for all hours worked per the provisions of the Collective Bargaining Agreement.
- 4. Due to the additional duties and responsibilities incurred, each FTO shall be compensated with one (1) hour of compensatory time for each DOR completed and submitted.

Section 5 – Dispatcher Training Pay

- 1. The Dispatch Training assignment ("Dispatch Trainer") shall be made solely at the discretion of the Chief of Police or designee.
- 2. The Dispatch Training assignment shall include completion of a Daily Observation report for each Dispatcher being trained.
 - a. During Dispatcher training, a newly hired Dispatcher is scheduled to work with a current GRCC Dispatcher before being cleared for assignment as the sole Dispatcher on a shift.
- 3. The Dispatch Trainer shall be compensated for all hours worked at their relevant pay rate per the provisions of the Collective Bargaining Agreement.
- 4. Due to the additional duties and responsibilities incurred, each Dispatch Trainer shall be compensated with one (1) hour of compensatory time for each eight (8) hour shift.

Section 6 – Fitness Incentive

Certified/sworn employees who meet the physical fitness criteria identified within this Section will receive a payment of three hundred and fifty dollars (\$350) during each contract year that they meet such requirements.

In order to receive the fitness incentive payment, certified/sworn employees must meet the following physical testing standards:

	Age Group	Vertical Jump	Sit-Ups	Push-Ups	Half Mile Continuous Run
Male	18-29	13"	23	21	5:50
	30-39	12"	21	21	6:02
	40-49	11"	21	20	6:23
	SO+	10"	20	19	6:40
Female	18-29	8"	20	5	7:16
	30-39	7"	14	5	7:47
	40-49	6"	13	S	8:05
	50+	5"	12	5	8:30

Participation in testing relating to the fitness incentive is voluntary. Any employee who chooses to undergo testing relating to the fitness incentive shall, by virtue of their participation, be understood to represent that they are medically able to, and physically capable of, participating in the testing. GRCC may, at its discretion, require employees who undergo testing to execute an appropriate waiver of liability prior to their participation.

Testing relating to the fitness incentive will be conducted on no less than two (2) days in the month of October.

Testing dates will be scheduled by GRCC Police Department Command Staff. Command Staff will also be responsible for proctoring testing. If an eligible employee is unable to attend testing on any of the dates set by Command Staff, they will be responsible for notifying Command Staff in advance and determining a date and time for testing.

Eligible employees may be allowed to undergo testing relating to the fitness incentive during work/on-duty hours if staffing permits (as determined by GRCC Police Department Command Staff).

Eligible employees who meet all of the above-stated standards will receive their fitness incentive payment in the second pay period in November during each contract year that they successfully meet the standards.

ARTICLE 19

DURATION

This Agreement shall be for a period of three (3) years beginning July 1, 2025 and terminating, inclusive, June 30, 2028. Renegotiation of this Agreement for subsequent years shall be commenced by giving written notice on or before March 30, 2028. In the event no such notice is given at that time, this Agreement shall be extended for successive one-year periods. Unless otherwise stated, all provisions of the Agreement shall be effective.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed their behalf of their duly authorized representatives as of:

By Brandy Lovelady Mitchell, Ph.D.,
Chairperson, Board of Trustees

By Steven Triezenberg, Ph.D.,
Interim President

By Steven Triezenberg, Ph.D.,
By Michael Dekam, Union President

By Michael Dekam, Union President

Zachary

Penniman, Team Member

GRCC POLICE -

THE BOARD OF TRUSTEES

Brett Meyer, Chief Negotiator