

GRAND HAVEN DEPARTMENT OF PUBLIC SAFETY

OFFICE OF THE DIRECTOR

DATE: July 28, 2023

TO: Officer Tom Jones
President, POLC Patrol Unit

FROM: Jeff Hawke, Director of Public Safety

RE: Letter of Understanding
Fire Fighter/PSO I Change to 24 Hour Work Day Schedule

C: CMO, HR, Finance



The City of Grand Haven and Police Officers Labor Counsel Patrol Unit (Parties) wish to enter into a letter of understanding that modifies the collective bargaining agreement in effect from July 1, 2022 through June 30, 2025.

The purpose of this letter of understanding is to allow bargaining unit members with the job classification of Full-time Fire Fighter/PSO I the opportunity to work a 24-hour shift rather than the current 12-hour work day schedule. This letter and associated modifications to the language contained in the collective bargaining agreement pertain to only the Full-time Fire Fighter/PSO I position, which is currently staffed with three individuals.

No other provisions of the current collective bargaining agreement are changed.

Acknowledgements

The parties acknowledge the purpose of this letter of understanding is to provide a more desirable work schedule for those staffing the Full-time Fire Fighters/PSO I position, and to allow for assignment of staff to bolster the department training program.

The parties also acknowledge that this letter of understanding should not increase staffing and overtime costs for the City or create difficulty with staffing and provision of services.

The parties understand that implementing the hybrid department operations work schedule for the trial period is complex and may cause unforeseen issues and concerns. The parties agree to meet, discuss, and resolve any issues that arise from the bargaining unit or City.

Trial Period

Both parties agree to implement the 24-hour Full-time Fire Fighter work shift schedule and modifications to the language contained in the collective bargaining agreement for a trial period of one year from the

start of the 24-hour work day schedule. At the conclusion of the one-year trial period, this letter of understanding regarding the 24-hour work day schedule shall continue, with any updates agreed to by the parties, unless terminated by either party with written notice to the other at least 30 days before the conclusion of the trial period.

Definitions

For purposes of this letter of understanding, the following definitions apply:

"Day" or "Work Day" - A 24-hour period beginning and ending at 6am.

"Shift" or "Work Shift" – One of 3 scheduled working rotations with One Full-time Fire Fighter/PSO I assigned to each rotation.

Collective Bargaining Agreement Provisions

Article 12/Leaves of Absence

Section 12.2 Bereavement Leave

Add letter B:

B. Employees assigned as Full-time Fire Fighter/PSO I shall, upon request to the Director of Public Safety, be granted leave of absence up to two (2) 24-hour work days in a five (5) day period without loss of pay, provided the employee is scheduled to work those days or is on a scheduled vacation. Other provisions remain the same as letter A in this section.

Article 13/Paid Time Off (PTO)

Section 13.2 PTO Amounts

The PTO conversion for Full-time Fire Fighter/PSO Is during the one-year trial period will be as follows:

PTO time already used from July 1, 2023 to the date this letter of understanding is implemented will be pro-rated by percentage of PTO used for the 12 hour shift vs 24 hour shift amounts. (Example: Fire Fighter working 12 hour shift has between 1-7 years of service, was awarded 156 hours of PTO on July 1, 2023 and carried over the maximum of 72 hours for a total of 228 hours. 50% or 114 has been used as of April 1, 2024. Fire Fighter PTO schedule changes to 288 with maximum carry over of 96 hours for 1-7 years of service, total of 384 hours. Fire Fighter PTO bank converts to 50% of 384 or 192 hours.)

If either party terminates this letter of understanding after the one-year trial period, PTO hour amounts for Full-time Fire Fighter/PSO Is will be converted back to the original collective bargaining agreement language 12 hours shift amounts based on percentage and reversing the above conversion.

Service Years	PTO Amount
July 1 following date of hire:	Prorated
July 1 following first year of service through 7 th year of service:	288 hours
July 1 following 7 th year through 12 th year of service:	336 hours
July 1 following 12 th year through 19 th year of service:	408 hours
July 1 following 19 th and subsequent years of service:	456 hours

13.5.A and B PTO Use for Vacation

Add at end of Letter A: For purposes of this section, a “Kelly Day” as referred to in section 18.3.B.4 of this letter of understanding is considered PTO/Vacation.

13.6 Payment

Paid Time Off shall be paid at employee’s regular straight time rate, exclusive of any premiums or differential pay, up to a maximum per day of eight (8) hours for eight (8) hour shift employees, up to twelve (12) hours per day for employees working twelve (12) hour shifts, and up to twenty-four (24) hours per day for employees working twenty-four (24) hour shifts. PTO may not be used in increments of less than one (1) hour.

Section 13.7 Maximum Carry Over

During the trial period, employees classified as Full-time Fire Fighter/PSO I may carry over up to 96 hours into their next year’s PTO bank and up to 96 hours may be elected to be deposited into their MERS pre-tax HCSP account or 457 account at 100% of the value. All other language in this section is unchanged. These carry over and deposited amounts are subject to section 13.2 as revised by this letter of understanding.

Section 18.3 Hours of Work

18.3: Add letter B for 24-hour work day schedule and overtime related to 212 hours in 28 day pay cycle; Add letter C for shift assignment in the event of a Full-time Fire Fighter/PSO I.

- B. Employees classified as Full-time Fire Fighter/PSO I will be scheduled to work nine (9) twenty-four (24) hour days (216 hours) within a twenty-eight (28) day pay cycle.
 1. The normal work day schedule will be:
 - 1 day on / 1 day off / 1 day on / 1 day off / 1 day on / 4 days off
 2. Overtime will be computed according to the 28-day pay cycle. Overtime will be paid for hours worked in excess of 212 in the 28-day cycle.
 3. Working nine (9) 24-hour work days in the 28-day pay cycle results in a total of 216 hours worked in the cycle. Employees classified as Full-time Fire Fighter/PSO I may choose to receive the additional four (4) scheduled hours as four (4) hours paid at the overtime rate of

1.5 times their hourly rate (6 hours straight time) or four (4) hours of compensation time at 1.5 times their hourly rate (6 hours compensation time). If overtime pay is chosen, the overtime will be paid during the second regular pay period in the 28-day pay cycle.

4. The 28-day / 24-hour day work schedule will result periodically in employees classified as Full-time Fire Fighter/PSO I working ten (10) 24-hour days in the 28-day pay cycle. When the employee's regular 28-day work schedule results in ten (10) scheduled work days within the 28-day cycle, the employee will not work one of the scheduled 24-hour days (commonly referred to as a "Kelly day"). The day off will be without pay, and will not be considered a layoff.

The day off (Kelly day) will be either a full 24 hour work day or two (2) 12 hour work day periods chosen by the employee. Fire Fighters will make an effort to avoid shift overtime created by Kelly Days, including moving or choosing other days when this can be accomplished without undue personal hardship. Kelly days will be scheduled within the scheduling period posted by the City for the associated pay period, and will be designated and controlled by work shift policy authored by the City.

Full-time Fire Fighters/PSO Is understand the challenges posed by integrating a partial 24-hour workday schedule with the existing department 12-hour workday schedule and will remain flexible in working with the City to control overtime and provide staffing.

5. Work Requirements / Duty Hours – Employees classified as Full-time Fire Fighter/PSO I will complete all normal and customary duties as assigned between the hours of 6am-8pm, including apparatus maintenance, equipment maintenance, station cleaning, inspections, answering calls for service, and other duties as assigned. During the hours of 8pm-6am, employees classified as Full-time Fire Fighter/PSO I are required to answer all Fire/EMS calls for service.

- C. If a vacancy occurs for an employee classified as Full-time Fire Fighter/PSO I working the 24-hour workday schedule, an employee classified as Full-time Public Safety Officer/PSO III will not be forced to assume the 24-hour work-day schedule.

Section 18.4 Overtime

Consistent with section 18.4, PTO and other compensated time off are considered hours worked for purposes of overtime computation within the 28 day/212 hour pay cycle.

If an absence will be back-filled with another employee working overtime, overtime opportunities created by the absence of a Full-time Fire Fighter/PSO I will be first offered to the other two Full-time Fire Fighters/PSO Is. The City reserves the right to continue to use part-time or paid-on-call employees as casual or relief replacement for regular full-time employees as outlined in section 2.2.

E. In-service Training

The following schedule shall be used by the City to determine days off for employees classified as Full-time Fire Fighter/PSO I when scheduled for in-service training:

24-Hour Work Day Schedule / In-Service Training Hours Conversion	
Length of Training Class in Hours	In-Service Training Hours Conversion
8-10 Hours	12 Hours
12 Hours	12 Hours
16-24 Hours	24 hours
32-40 hours	36 hours

Section 18.5 Pay or Compensatory Time Off

For employees classified as Full-time Fire Fighter/PSO I, compensatory time off earned and elected shall be subject to a maximum logged accumulation of 108 hours. If either party terminates the letter of understanding following the trial period, compensation hours accumulated by employees classified as Full-time Fire Fighter/PSO Is in excess of 84 hours will be paid out at the employee’s hourly rate of pay (24 hour work day rate) as indicated below in this letter of understanding.

Section 18.6 Shift Schedule

For employees classified as Full-time Fire Fighter/PSO I, three 24-hour work shift rotations will be posted and bid by departmental seniority.

Appendix A POLC Patrol Salaries/Wages

Full-time Fire Fighter/PSO I

Annual Rate from July 1, 2022 – June 30, 2025 Contract / Hourly Rate Based on 2,808 Hours Annually							
July 1, 2023							
	Start	6 Months	1 Year	2 Years	3 Years	4 Years	5 Years
Annual	49,550	51,580	53,709	57,882	62,116	65,753	68,922
Hourly	17.65	18.37	19.13	20.61	22.12	23.42	24.54
July 1, 2024							
Annual	51,306	53,127	55,320	59,618	63,980	67,725	70,989
Hourly	18.27	18.91	19.70	21.23	22.78	24.12	25.28

If either party terminates this letter of understanding following the trial period, the hourly pay rate for employees classified as Full-time Fire Fighter/PSO I and working the 24-hour work day schedule will revert back to the hourly pay rate contained in the 2022-2025 collective bargaining agreement associated with the 12-hour work day schedule.

Letter of Understanding Effective

April 1, 2024

Signatures

City of Grand Haven:

_____/_____
Ashley Latsch, City Manager Date

_____/_____
Amanda Burnett, HR Manager Date

_____/_____
Jeff Hawke, Director of Public Safety Date

Police Officers Labor Council:

_____/_____
Tom Jones, President POLC Patrol Date

_____/_____
Kelvin Miller, Vice President, POLC Patrol Date


_____/_____
Dave Thomas, POLC Representative Date

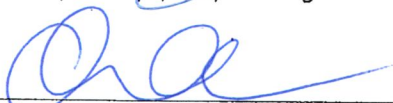
Letter of Understanding Effective

April 1, 2024

Signatures

City of Grand Haven:


_____, 3/18/24
Ashley Latsch, City Manager Date

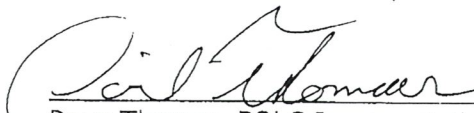

_____, 3/18/24
Amanda Burnett, HR Manager Date


_____, 3-18-24
Jeff Hawke, Director of Public Safety Date

Police Officers Labor Council:


_____, 3/14/24
Tom Jones, President POLC Patrol Date


_____, 3/14/24
Kelvin Miller, Vice President, POLC Patrol Date


_____, 3/18/24
Dave Thomas, POLC Representative Date