

Memorandum of Understanding

Between

Grand Rapids Community College

And the

Campus Police – Police Officers Labor Council

July, 2022

This Memorandum of Understanding (“MOU”) is made by and between Grand Rapids Community College (“GRCC” or “College”) and the Grand Rapids Community College Campus Police – Police Officers Labor Council (“POLC”) (collectively, the “Parties”). This MOU is made by mutual agreement of the Parties for the purpose of clarifying certain provisions of the Parties’ collective bargaining agreement (“contract”) relating to compensatory time and on-call assignments.

1. The Parties’ contract provides that “[a]t the request of the employee, overtime hours worked may be provided as compensatory time off with pay in lieu of cash, in accordance with the FLSA.” (Art. 10, § 5 (Hours of Work and Overtime; Compensatory Time)).

2. Pursuant to the contract, compensatory time off for overtime hours worked can only be taken upon mutual agreement of an employee and their supervisor; and “may be accrued only to the extent allowed by law (FLSA).” (Art. 10, §§ 5(A), (C)).

3. The contract also provides that compensatory time off 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. (Art. 10, § 5(B)).

4. The contract also provides that:

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.

(Art. 10, § 5(D)).

5. The contract also contains a provision relating to “On-Call Assignments” that is separate and distinct from the provision relating to “Compensatory Time”. (Art. 10, § 6 (On-Call Assignments)).

6. The "On-Call Assignments" provision of the contract states that:

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.

(Art. 10, § 6).

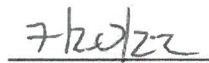
7. The "On-Call Assignments" provision of the contract does not currently allow employees to request or receive compensatory time off with pay in lieu of cash for on-call hours.


8. The Parties hereby agree that employees who receive on-call assignments 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 supervisor;
- 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 employee's immediate supervisor;
- d. The provision contained in Article 10, Section 5(D) applies to the payment of compensatory time for on-call assignments, subject to the requirement that such time shall be paid at the straight time hourly rate for the week(s) that the on-call assignment was performed.


Grand Rapids Community College


Police Officers Labor Council


Date


Date