

# **AGREEMENT**

**Between**

**61<sup>ST</sup> DISTRICT COURT**

**and**

**THE GRAND RAPIDS EMPLOYEES INDEPENDENT UNION  
(61<sup>ST</sup> DISTRICT COURT UNIT)**

**July 1, 2025 – June 30, 2028**

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## A G R E E M E N T

**THIS AGREEMENT** is entered into as of the 1st day of July, 2025, between the **61<sup>st</sup> JUDICIAL DISTRICT COURT** (hereinafter referred to as the “Employer” or the “Court”), and **GRAND RAPIDS EMPLOYEES INDEPENDENT UNION** (hereinafter referred to as the "Union.") It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

### R E C O G N I T I O N

**Section 1.0. Recognition.** Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 the Court recognizes the Union as the exclusive collective bargaining unit for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. The Court will not during the term of this Agreement aid, promote or assist in any way any labor group or organization seeking to represent the employees.

The bargaining unit consists of all employees, except those designated as excluded, holding positions in the classifications shown in Appendix A or which may hereafter be added thereto or changed as hereinafter provided.

**Section 1.1. Definitions.** For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

- a. **Full-Time Employee:** A full-time employee is an employee who is working at least forty (40) hours a week on a regular basis in a job classified by the Court as permanent.
- b. **Regular Part-Time Employee:** A regular part-time employee is an employee who is working less than forty (40) hours but at least twelve (12) hours per week on a regular schedule at a job classified by the Court as permanent.

The Court shall advise the Union at least seven (7) days prior to the effective date of the change in status of any employee.

**Section 1.2. Seasonal Employees.** The Court agrees that it will not make a series of seasonal hires for the purpose of filling the permanent bargaining unit position provided for in the budget. It is expressly understood that nothing contained in this Agreement will limit the rights of to hire seasonal employees in connection with various social action, intern, or the Court governmentally assisted programs, nor limit the rights of the Court to make seasonal hires to fill positions temporarily opened as a result of a leave of absence, sick leave, vacation or similar reasons. Before seasonal employees are hired by the Court during a time when one (1) or more bargaining unit members are laid off from employment by the Court, representatives of the Court and the

Union will meet for the purpose of reviewing the Court's decision to make seasonal hires and reviewing suggested alternatives made by the Union.

**Section 1.3. Distribution of Agreement.** The Court will post a copy of this Agreement on its internal website within a reasonable period of time following its execution.

## UNION RIGHTS

**Section 2.0. Collective Bargaining Committee.** The bargaining committee of the Union will include not more than four (4) bargaining unit members who are employees of the 61<sup>st</sup> Judicial District Court. If more than one (1) member is selected for the Committee from any single department of the Court, if the needs of the service require, the Court may refuse permission for more than one (1) member from the Department to be absent at the same time. It may also include non-employee representatives of the Union, not more than four (4) in number. The Union will give to the Court in writing the names of its employee representatives on the bargaining committee on or before January 1 immediately prior to the expiration of the Agreement. Permanent substitutions made in the Union bargaining committee shall be promptly reported to the Court. Employee members of the bargaining committee will be paid by the Court for time spent in negotiations with the Court but only for the straight-time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the Committee person.

**Section 2.1. Special Conferences.** The Court and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) working days of the receipt of the written request and shall be held between 8:00 a.m. and 4:00 p.m. at a time and place designated by the Court. Each party shall be represented by not more than four (4) persons at special meetings, unless otherwise agreed upon by the parties. The Union representatives may meet at a place designated by the Court, on the Court's property, for a period not to exceed one-half (1/2) hour immediately preceding a meeting for which a written request has been made. Employee representatives of the Union at special meetings will be paid by the Court for time spent in special meetings but only for the straight-time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked. The "Special Meeting and Grievance Pass for Union Officials" Form shall be used by a Union representative in order for the employee to be released from their regular work station with pay to attend a special meeting with the Court, provided the Court wishes to use such form.

**Section 2.2. Stewards.** Employees within the bargaining unit shall be represented by a Chief Steward and Stewards in areas of the Court employment in the number and manner set forth in Appendix B, with one of the Stewards designated as the Chief Steward. The Union shall furnish the Court a list every March and September of the names of the Chief Steward and the Stewards

and their assigned areas and shall keep the list current at all times. When requested by an aggrieved employee, a Steward shall be scheduled as soon as possible to investigate any alleged or actual grievance in their assigned area of responsibility and to assist in its presentation (including reducing the grievance to writing if necessary). The Steward shall be allowed reasonable time therefore during working hours without loss of time or pay, upon notification and approval of their immediate supervisor outside the bargaining unit. When an employee presents their own grievance without intervention of a Union Steward, the Steward shall be given an opportunity to be present and shall be allowed the time therefore, paid at their regular rate, upon notification and approval of their immediate supervisor outside of the bargaining unit. Union business, other than that cited above, shall be conducted so as not to interfere with the work assignment of Stewards or any other employees, and only with the permission of the Court. In the event the regularly assigned Steward is not available, a Steward from another area or the Chief Steward or Executive Steward (President, 1st Vice President, or 2nd Vice President) may act on their behalf. If a disciplinary matter arises involving the Chief Steward, the Union's Executive Steward may represent the Chief Steward. The Steward or Chief Steward shall be allowed reasonable time, paid at their regular rate, during their regularly scheduled workday, to confer with the Court on matters affecting the administration of this Agreement, upon notification and approval of their immediate supervisor outside of the bargaining unit.

**Section 2.3. Non-Employee Union Representative.** A non-employee Union representative may consult with employees in assembly areas before the start of each work shift or after the end thereof.

**Section 2.4. Identification of GREIU Representatives.** The Court's Administrator shall be informed in writing of the names of the GREIU officers and any changes therein, within a reasonable time after their selection or election.

**Section 2.5. No Strike.** The Union and employees agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike against the Court or any slowdown or other interruption of or interference with the normal functions of the Court. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge. Any employee who is accused of violating this provision and denies such alleged violation may appeal to the grievance procedure. Upon a finding of fact that the employee did violate the provisions of this article, the disciplinary action imposed by the Court shall not be disturbed.

## UNION SECURITY

**Section 3.0. Checkoff.** Upon written authorization from an employee covered by this Agreement, the Court will deduct Union dues from the employee's pay on each payday.

**Section 3.1. Remittance of Dues to Financial Officers.** Deductions shall be remitted to such address as shall be designated, to the designated officer of The Grand Rapids Employees Independent Union, with an alphabetical list of names of all employees from whom deductions have been made no later than ten (10) days following the date of which they were deducted. The Employer shall additionally indicate the amounts deducted and notify the financial officer of the Union of the names of the employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an

alphabetical list of all new hires since the date of submission of the previous remittance of dues. The Union agrees to refund to the employee any amount improperly deducted by the Court and to limit the Court's liability to the remittance of dues actually deducted from the employee's pay.

**Section 3.2. Indemnification.** The Union will indemnify and hold the Court harmless against any claims made and against suit instituted against it on account of the application of this Article.

## **MANAGEMENT RIGHTS**

**Section 4.0. Management Rights.** The Union recognizes that the prerogatives of the Court to operate and manage its affairs in all respects in accordance with its responsibility and the powers or authority which the Court has not officially abridged, delegated, or modified by this Agreement are retained by the Court. These Management Rights include, but are not limited to, the following:

Utilization of personnel, methods, and processes and manner of performing work; to manage and direct the work force; to hire, schedule, promote, transfer, assign, train or retrain employees in positions with the Court; to suspend, demote, discharge, or take other appropriate action against the employees for just cause.

To determine the size and composition of the work force, to eliminate or discontinue any job or classification and to lay off employees; to establish job qualifications for hiring and acceptable standards of job performance; to establish work rules, rules of conduct and safety.

To schedule work and overtime as required in the manner most advantageous to the Court. The Court will attempt to afford overtime assignments equally, insofar as practical, among employees who normally perform the work within a classification and department.

The Court, in exercising these functions, will not discriminate against any employee because of their membership in the Union.

**Section 4.1. Subcontracting.** The right of contracting or subcontracting is vested in the Court. Such right shall not be exercised for the sole purpose or intention of undermining the Union nor for the sole purpose or intention of discriminating against any of its members. No employee's job will be abolished through subcontracting without giving the Union thirty (30) days advance notice and only when it is not feasible or economical for Court employees to perform such work. During the thirty (30) day notice period, representatives of the Court and the Union will meet for the purpose of reviewing the Court's analysis of the feasibility or economics of the case and to give the Union an opportunity to make a proposal for adjustments of the contract to eliminate the need for such subcontracting.

## SENIORITY

**Section 5.0. Seniority.** Seniority shall mean the status attained by length of continuous service with the Court since the employee's last date of hire, provided, however that employees hired after July 1, 2007 as regular part-time employees will only accrue one half month of seniority for each month or portion of a month that they work as a regular part-time employee. A part-time employee who becomes full time shall have their accumulated part-time seniority credited on the full time seniority list provided that it is capped at one year of seniority. Seniority for all purposes under this Agreement shall include continuous service time with the City of Grand Rapids for those employees of record employed before January 1, 1989. Any individual employed on or after January 1, 1989, who has prior continuous service with the City of Grand Rapids shall have such service time credited only for the purpose of establishing seniority or service credit for time measured fringe benefits, such as vacation and sick leave accumulation and accrual, pension and longevity but not for purposes of layoff, recall, promotions and transfers, acting assignment or preference for vacation time off. Seniority shall begin with the last day of entering service of the Courts except as provided above. Two (2) or more persons who enter the service on the same day shall have their relative seniority determined by the person with the highest last four digits of their social security number having the greater seniority. The Court maintains a seniority list that shall be available to all employees through the Court's computer system and a copy provided to the Chief Steward when changes are made.

**Section 5.1. Superseniority.** In the event of layoffs, the designated Stewards shall be retained in positions in their respective areas of representation and the Chief Steward shall be retained in a position in Court service regardless of their respective positions on the seniority list so long as there is a position to be filled in their respective areas of service in the case of the Stewards or in the Court's service in the case of the Chief Steward which such Steward or Chief Steward has the ability to perform. It is the intention of this provision that Stewards and the Chief Steward will have only a right to remain in their respective areas of representation so long as there is work available which they can perform and not a right to occupy any specific position. If such person has the ability to perform the duties of more than one (1) position, they will be assigned to a position in a pay range as close to their present pay range as possible.

**Section 5.2. Probationary Period.** Employees hired in the unit shall be considered as probationary employees for the first six (6) months of their active employment as a full time or part time employee. The Court shall review probationary employees at the end of three (3) months to evaluate their progress. The Court may increase the probationary period by an additional three (3) months with the written agreement of the Union. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Court's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. When an employee finishes the probationary period, they shall be entered on the seniority list of the unit. There shall be no seniority among probationary employees.

### **Section 5.3. Loss of Seniority.**

- a. Discharge if not reversed.

- b. Resignation. An employee who is absent for three (3) consecutive normally scheduled workdays, without notifying their Departmental supervisor or the Court Administrator's Office of a valid reason for such absence, and who has no legitimate reason for not giving such notification of their absence, may be considered as having resigned.
- c. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
- d. Unexcused failure to return to work after expiration of a formal leave of absence.
- e. Retirement.
- f. Layoff for a continuous period of six (6) months or the length of an employee's seniority, whichever is greater. Any employee recalled after a period of layoff of two years or more to a job where there have been substantial changes of job duties since the layoff may be subject to an evaluation by the Court to determine if they meet the minimum job qualifications of the job to which they have been recalled. Any decision of the Court to deny recall shall be subject to the grievance procedure.

**Section 5.4. Seniority Lists.** The Court shall maintain seniority lists of employees by departments, arranged in alphabetical order, showing the employee name, address, job title, department or division, and date of hire. The Court shall furnish a copy of any revised seniority list to the Chief Steward whenever changes are made to the seniority list.

**Section 5.5. Application of Seniority.** Seniority shall apply for purposes of vacation, layoff and recall, acting assignments, promotions and transfers, as otherwise provided in this Agreement.

**Section 5.6. Seniority Upon Promotion.** Any bargaining unit employee who transfers, demotes, or promotes to a non-bargaining unit position within the Court and returns to the bargaining unit shall return without any accumulated unit seniority except for the purpose of applying seniority to time measured benefits, such as vacation accumulation, pension and longevity in which case a person's seniority shall be measured by an employee's total service with the Court.

## **WAGES/FRINGE BENEFITS**

**Section 6.0. Wages.** Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix A.

**Section 6.1. Shift Differential.** For the purpose of this Section, the second shift is defined as any work period commencing between the hours of 1:59 p.m. and 9:59 p.m. The third shift is defined as any work period commencing between the hours of 9:59 p.m. and 4:59 a.m. The following shift differentials shall apply to full time employees: \$.65/hour - 2nd shift; \$.70/hour - 3rd shift.

## Section 6.2. Pay Changes.

1. Purpose. The following provisions shall govern the assignment of pay steps to employees of the Court.
2. Definitions for Purpose of this Article.
  - a. *Promotion* shall mean a change in employment to a position class which has a higher maximum salary.
  - b. *Demotion* shall mean a change in employment to a position class which has a lower maximum salary.
  - c. *Transfer* shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
  - d. *Reclassification* shall mean the changing of a position from one class to another based on the duties involved.
  - e. *Salary Step Increase* shall mean an increase in compensation to the next higher step in the same pay range.
  - f. *Acting Assignment* shall mean an assignment for a limited time to a position class as determined by the needs of the service; such assignment not involving promotion or change of status, notwithstanding any provision or rule to the contrary.
3. Anniversary Dates For Salary Step Increases.
  - a. *Establishment*
    - (i) Original Employment and Re-employment. The date one (1) year after completion of the probation period and the corresponding date each year thereafter.
    - (ii) Promotion. The date one (1) year after completion of the trial period and the corresponding date each year thereafter.
    - (iii) Transfer. The anniversary date remains unchanged.
    - (iv) Demotion. The date six (6) months after the effective date thereof and the corresponding date each year thereafter.
    - (v) Reclassification. The date six (6) months after the effective date thereof and the corresponding date in each year thereafter.

- b. *Postponement of Anniversary Date.* Layoff, formal leave of absence or other separations from the payroll in excess of sixty (60) days shall postpone the anniversary date for the total period of separation, but time previously served toward the next anniversary date shall be credited when employees return to the payroll.

4. Compensation Determinations.

- a. *Original Employment and Re-employment.* Employees shall be employed at the lowest step for their position class, unless the Chief Judge/Court Administrator determines that the needs of the service require that compensation be fixed at a higher salary step.
- b. *End of Probation.* The employee's salary automatically increases to the next higher step at the end of the probationary period.
- c. *Anniversary Date.*
  - (i) Prior to the occurrence of each anniversary date, every employee who has not already obtained their highest salary step shall be considered for a salary step increase on such date. Such consideration shall be made by the employee's supervisor.
  - (ii) Each consideration found to be in good order by the employee's supervisor shall be referred to the Chief Judge/Court Administrator for final determination.
  - (iii) Pay increases on anniversary dates shall not be based merely on the passage of time but, rather, shall be given based on merit relative to the requirements of the position. Employee performance shall be evaluated semi-annually; however, performance deficiency shall be brought to the attention of the employee as noted by the supervisor and documented. Merit increases shall not be denied except for proper cause.
  - (iv) In the event a pay increase is not given on an anniversary date, such increase may be given prior to the next anniversary date if the employee's work performance increases to a satisfactory level relative to the requirements of the positions. Accordingly, an employee shall be evaluated every three months and a satisfactory rating shall entitle an employee to the step increase.
- d. *Promotion or Upward Reclassification.* Employees who are promoted or whose positions are reclassified to a class in a higher pay range shall initially be paid either (1) at the first salary step in such range which is higher than the salary received immediately before such promotion or reclassification or (2)

twenty cents (\$.20) per hour over their former rate, whichever is greater. Promoted or upwardly reclassified employees shall be eligible for a step increase six (6) months after date of promotion or upward reclassification.

- e. *Working Out of Classification.* If filling a position on an acting basis becomes necessary, employees within the Department or Division affected will be given first preference for the position, then other Court employees will be given preference. Where consistent with the needs of the service, the acting assignment shall be offered to the most senior qualified employee in the appropriate classification in the department, as determined by the Court. If an employee works on acting assignment to a higher position class pursuant to a written order from the Court, the employee shall be paid either (1) at the first salary step in the acting assignment range which is higher than the employee's current salary or (2) two dollars (\$2.00) per hour over their former rate, whichever is greater, for all hours so worked, computed to the nearest full hour.

When an employee is regularly assigned for a part of their time to work that falls in another classification, the nature of the work and the amount of time on such assignment will be a proper consideration in establishing the classification to the position. If a formal training program to upgrade employees' skills is put into effect, those employees who apply and qualify for such training will be paid at the rate of their regular job during such training period, and it is understood that the training program will not be utilized by the Court as a means to subvert the intent of the acting assignment provisions of this Section.

- f. *Transfers.* An employee who is transferred shall initially be paid at the same salary step in effect immediately before such transfer.
- g. *Demotion and Downward Reclassification.* An employee who is demoted or whose position is reclassified to a class in a lower pay range shall initially be paid at the same salary step in the range for the lower position which had been received in the higher position, unless the Chief Judge shall determine that it be in the best interest of the Court to assign a higher authorized salary step or unless they previously held a higher step in the lower class in which case they shall be at the higher salary step.

- 5. Effective Date of Changes in Compensation. All changes in compensation shall be effective on the day of the change.

**Section 6.3. Parking.** Employees regularly assigned to work at the Kent County Courthouse and to drive their personal automobile to work will be provided free parking space at the Government Center ramp. Free parking may be excluded on certain high-use days. Notice of such nonuse days will be posted on the GREIU bulletin board and given to the designated Union representative. In order to encourage the use of public transit and car-pooling, employees eligible to receive parking

paid at Court expense who elect not to have a parking card will be paid a parking incentive in the amount of 70% of the cost of the employee access card paid to Parking Services. Employee will be able to add or drop parking card privileges in accordance with the procedures developed by the Court.

**Section 6.4. Bonding.** Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

**Section 6.5. Tuition Reimbursement.** Each employee in the bargaining unit will be eligible to receive reimbursement for the costs of college tuition in accordance with the following provisions:

- a. The employee must receive a final course grade of a "C" or better or must pass the course if there is no grade given. Courses for reimbursement must be approved by the Court in advance.
- b. Only tuition costs are subject to being reimbursed (e.g., books and lab fees would not be reimbursed).
- c. Each employee may be entitled to receive reimbursement for up to 4 courses per fiscal year, maximum of \$1,000 for a grade of "A," \$750 for a grade of "B," \$500 for grade of "C" or passing if there is no grade per course for any course, subject to availability of funds.
- d. Each request for tuition reimbursement shall be submitted to the Court Administrator along with a brief explanation as to how the course will benefit the employee in their employment with the Court.

Each request shall be considered on its merits and no request shall be unreasonably denied; except that limited availability of funds may cause some requests to be denied because funds are not available.

**Section 6.6. Overtime. Purpose.** The following provision shall govern compensation for overtime to employees of the Court.

1. Employees Covered.

- a. Employees holding the positions listed in Appendix A are eligible for overtime compensation.

2. Definitions.

- a. Normal workday and work week. The normal workday for full-time employees shall be eight (8) hours per day (not including lunch periods), five (5) consecutive days per week. The normal work week for all full-time employees shall be forty (40) hours per week, Monday through Friday, unless scheduled otherwise in accordance with Paragraph b. of this Section.

- b. If work schedules are to be changed for more than five (5) consecutive workdays and the need for such change is known to the Court for more than seventy-two (72) hours in advance, openings on such work schedules shall be posted for at least twenty-four (24) hours and shall be filled on the basis of seniority within the classification within a department.
- c. Overtime. Overtime shall consist of authorized work in excess of the normal number of hours in any scheduled work week/day, not including meal periods. Overtime shall be calculated according to the current payroll system method of recording time worked.
- d. All overtime shall be authorized by a Court Supervisor. Employees so assigned shall work such overtime unless excused by a Court Supervisor. The Court will attempt to equalize overtime within a Department/Division among the respective classifications during the life of this Agreement.

3. Method of Compensating for Overtime Work.

- a. Overtime shall be paid at one and one-half (1½) times the employee's hourly rate.
- b. For the purpose of computing overtime, an employee absent on authorized sick leave with pay, jury leave with pay, holiday or vacation shall be considered to have worked their normal work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.
- c. (1) At the request of any employee eligible for overtime pay indicated to the supervisor at the time the overtime is worked, the supervisor may provide that, in lieu of payment for overtime, the employee be allowed time off with pay at the rate of one and one-half (1½) hours for each hour worked over the normal number of hours in their scheduled work week; provided that the employee has worked at least one-half (½) hour of continuous overtime, and provided further that any overtime worked during the lunch period must be initiated by the Court in order to qualify for compensatory time off. An employee may accumulate up to a maximum of one hundred twenty (120) hours in a calendar year. Compensatory time can be accrued and utilized in accordance with the current payroll practice to ensure Employees are paid for work performed. Any accumulated compensatory time not used or paid out within the calendar year in which it was accrued will be paid to an employee at the employee's regular hourly rate as of December 31, provided that upon request an employee may carry over up to forty (40) hours of compensatory time into the next calendar year.
- (2) Any such time off shall be taken at a time mutually agreed upon by the employee and their supervisor. All compensatory time earned during a calendar year must be used within the calendar year.

- (3) Employees may request payment of earned compensatory time at any time during the calendar year. Payment will be based on the rate of pay in effect at the time of the request and will be processed with the next regular payroll cycle. Any accumulated compensatory time not used or paid out within the calendar year in which it was accrued will be paid to an employee at the employee's regular hourly rate as of December 31.
- (4) This compensatory time provision will be administered in accordance with State and Federal law.

**Section 6.7. Call Back Pay.** An employee called to work at a time other than their scheduled work shift shall be credited with a minimum of four (4) hours at their regular hourly rate, or with the actual hours worked at one and one-half (1½) times their hourly rate, whichever is the greater, unless such time shall be continuous with their scheduled work in which case the employee shall be paid at their overtime rate. This provision shall apply to those employees who have completed their regularly scheduled work week and are required to report to work for work on Saturday.

**Section 6.8. Bargaining Unit Work.** Supervisory personnel outside of the bargaining unit shall not, except in emergency situations, or for instruction purposes, perform overtime work normally performed by employees covered by this Agreement if they gain thereby any benefit in the form of compensatory time off or overtime pay. In the event that it is found that supervisory personnel are regularly performing work which is normally assigned to bargaining unit personnel, the Court will make every effort to correct the situation as quickly as possible. These provisions will not apply to emergency or instructional situations.

**Section 6.9. Saturday or Sunday Work.** An employee shall be paid one and one-half (1½) times their hourly rate for all hours worked on Saturday and Sunday, except for employees whose regular work schedule includes Saturday and Sunday.

**Section 6.10. Rest Period.** The Court will endeavor to provide employees a fifteen (15) minute break period during the approximate middle of the first half of their workday and a fifteen (15) minute break period during the approximate middle of second half of their workday. All break periods will be scheduled by the Court so as to not interfere with the prompt and efficient service to the Court and the public. Break periods may not normally be taken adjacent to the end of an employee's work day or adjacent to a meal period.

**Section 6.11. Use of Personal Vehicles for Work Purposes.** Employees properly authorized and directed by the Court to use their personal automobiles in the performance of Court business shall be paid in accordance with the City of Grand Rapids Administrative Policy No. 69-03, (Section F – Personal Vehicle Mileage), as it may be amended from time to time by the City, for such use.

## Section 6.12. Retention Pay

1. Definitions for Purposes of this Section. Retention pay is defined as a supplemental salary payment based on the length of continuous service. Continuous service is that service uninterrupted by resignation or discharge. Employees eligible for retention pay received adjusted payments at specified intervals in accordance with the following schedule:

<u>Service Years</u>	<u>Amount</u>	<u>Retention Pay Step</u>
5 through 9	\$300 per year	L1
10 through 14	\$600 per year	L2
15 through 19	\$900 per year	L3
20 through 24	\$1,200 per year	L4
25 and over	\$1,500 per year	L5

2. Retention Qualification Date. An employee qualifies for retention pay on the date when five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous service are completed.
3. Retention Earning Date. The retention earning date refers to the date an employee begins to earn retention pay and shall be the first day of the month immediately following their retention qualification date.
4. Payment of Retention Pay.
  - a. Retention pay is paid on an employee's cumulative base salary during the earnings period immediately preceding June 1 or December 1.
  - b. Retention pay shall be for periods of service from June 1 to November 30, payable on the first payday in December; and from December 1 to May 31, payable of the first payday in June.
5. Effect of Layoff and Leave of Absence on the Retention Qualification Date.
  - a. An unpaid leave of absence or a layoff of sixty (60) days or less does not postpone the retention qualification date of an employee.
  - b. An unpaid leave of absence (except for a military leave) or layoffs in excess of sixty (60) days postpones the retention qualification date for the total period of separation. However, time previously served toward the next retention qualification date will be credited when the employee returns to the payroll.
6. Effect of Termination on Retention Pay.
  - a. An employee terminating employment with the Employer prior to June 1 or December 1 will receive retention pay on a prorated time basis for the full calendar months served.

- b. An employee absent from service due to leave of absence or unpaid leave will receive retention pay on a prorated time basis for the full calendar months served and payable upon the employee's return to service.
- c. An employee who works twelve (12) or more days in any calendar month will earn retention credit for that month

**Section 6.13. Training Incentive.** Employees who attend and complete SCAO Staff Certification Training: Four Part Webinar by the Michigan Judicial Institute shall receive a one-time \$200 incentive payment, upon verification of completion. Eligibility for the training incentive payment under this section is subject to supervisor approval, availability of training course and acceptance of employee registration by SCAO. The Court will pay SCAO registration fees, if any, upon acceptance of employee's registration.

**Section 6.14. Language Incentive Pay Program.** Approval to participate in the Language Incentive Pay Program is at the discretion of the Court Administrator.

1. Eligibility Requirements. To be eligible for the Language Incentive Pay Program, employees are required to:
  - a. Be a full-time employee.
  - b. Complete a program application.
  - c. Successfully pass a required proficiency level exam for the language(s) designated by the Court.
  - d. Employees receiving language incentive pay will be expected to maintain their language skills and apply them during their daily work as appropriate and upon request of the Court.
2. Language Proficiency Tests.
  - a. The Court will identify the required proficiency level, in cooperation with language trainers and specialists selected by the Court.
  - b. The Court will pay for the language proficiency test.
  - c. Employees will be tested annually, or less often as required by the Court, for language proficiency.
  - d. Any employee who does not pass the language proficiency test may be allowed to reapply to the Language Incentive Pay Program after a 30-day waiting period.
3. Payments. The lump sum payment amount and eligible languages will be designated by the Court Administrator annually as of July 1 of each year. These languages may change at the discretion of the Court. The lump sum annual payment amount will not be less than \$1,200.00.
  - a. Employees achieving the required proficiency level will receive a lump sum payment annually.
  - b. Payments will be prorated based on active months per program year for employees as of June 30 each year.

- c. Payments will be made after the end of each fiscal year, which ends June 30.
- d. Employees must be actively employed at the time of annual payment.
- e. Employees who speak more than one language are eligible for one language incentive payment per year.

4. Employee Responsibilities.

- a. Review and adhere to Language Incentive Pay Program requirements.
- b. Responsible for completing the application.
- c. Coordinate testing time with Court Administration.
- d. Provide test results to Court Administration in a timely manner.
- e. Maintain language skills and proficiency.
- f. Apply language skills during work and upon request to meet the needs in the Clerk's Office, Probation Office, and Courtrooms.

## PENSION

**Section 7.0. Pension Plan.** The Pension Plan presently in effect for Court Employees under the provisions of City of Grand Rapids Pension Ordinance Article 1 (General Pension System Sections 1.190-1.230), Article 4 (Supplemental Allowance Benefit Sections 1.290-1.294), Article 6 (Thirteenth Check Pension Supplement – General Pension System Sections 1.302-1.319) and Article 7 (Medicare Supplement Trust Fund Section 1.320), as the same may be lawfully changed from time to time by the City of Grand Rapids in accordance with this section, shall be continued for the life of this Agreement. Amendments to the Pension Ordinance may be made and approved by the City Commission only to the extent that such amendments do not modify or diminish in any way and are not in conflict with the benefit levels or retirement options contained in the pension plan. The Union shall be notified of any proposed City Commission amendment(s) at least thirty (30) days prior to the submission to the City Commission, and the parties shall meet and confer regarding such amendment(s) upon request from the Union. A dispute regarding whether an amendment to the Pension Ordinance modifies or diminishes in any way or is in conflict with the benefit levels or retirement options contained in the pension plan is subject to the grievance and arbitration provisions of this Agreement, but all other disputes regarding the Pension Plan such as the payment of benefits under its provisions are to be resolved in accordance with the provisions of that Pension Plan and are not subject to the grievance and arbitration provisions of this Agreement.

Under this pension plan, the retirement benefit for normal retirement is an allowance equal to the employee's final average salary multiplied by the sum of (a) two and seven tenths percent (2.7%) times the employee's period of credited service through June 30, 2012 to the nearest one-twelfth year and (b) one and eight tenths percent (1.8%) times the employee's period of credited service after June 30, 2012 to the nearest one-twelfth year, up to a maximum multiplier of 97.5% for those hired prior to 1/1/2005 and 94.5% for those employees hired on or after 1/1/2005.

An employee's final average salary is determined by an average of the employee's three (3) highest calendar years of compensation during their years of employment while a member of the retirement

plan, with the employee's compensation calculated as the employee's rate of salary including longevity pay and vacation pay, but excluding overtime pay, holiday pay and other fringe benefits. Normal retirement benefits are available at age 62 with 10 or more years of service or at any age with 30 or more years of service. Early retirement benefits, non-duty disability retirement benefits and duty disability retirement benefits are available to employees who meet the requirements for those retirements. All employees contribute 3.89% of their gross pay to the retirement plan, unless they have elected to have a higher multiplier for years of service on or after July 1, 2012. A complete summary of the benefits available under the Pension Plan is available through the City Retirement Office.

A 1% non-compounding pension escalator after four (4) years of retirement shall be applied to all employees who retire after March 24, 2009. The 13<sup>th</sup> check shall be eliminated for all employees who retire after March 24, 2009, but those retirees would be considered as eligible retirees for purposes of determining how the 13<sup>th</sup> check is calculated and distributed.

**Section 7.1. Purchase of Service.** Effective December 1998, an employee may purchase up to twenty-four (24) additional months of credited service in increments of one (1) month by contributing a percentage of the member's annual rate of compensation at the time of such purchase. Any such period of purchased credited service shall be recognized solely for the purpose of computing the member's life allowance as provided in Section 1.205 of the General Pension System and not for determining eligibility for a benefit or for any other purpose. The purchase rate, expressed as a percentage of compensation, shall be the age and service cost component of the normal cost as determined by the system's actuary.

**Section 7.2. Defined Contribution Retirement Plan.** Employees hired on or after August 31, 2011 shall be placed in a DC Plan with an employer contribution level of six percent (6.00%) and an employee contribution level of six percent (6.00%).

## VACATIONS

### Section 8.0. Vacation Allowance

- a. An employee with one (1) or more years of continuous service shall earn ten (10) hours of vacation for each calendar month of service to a maximum of fifteen (15) workdays per year.
- b. Each new employee who has successfully completed the entrance probationary period shall be credited with one (1) vacation day which may be used any time thereafter. Regular part time employees who work at least half time will be credited with prorated vacation leave upon initial hire and on the first day of the calendar year following the date of employment based upon the ratio of their regularly scheduled hours to that of a full-time employee, rounded to the nearest half hour (.5 FTE will earn 60 hours after 1 year and .75 FTE will earn 90 hours).

During the initial calendar year of employment, full-time employees shall be immediately credited with an amount of vacation leave based on the monthly earned

rate of ten (10) hours times the number of months remaining in the calendar year from the date of employment. This monthly earned rate is arrived at by dividing the maximum vacation hours that can be credited for the first year by the number of months in a year ( $120 \div 12 = 10$ ). On the first day of the calendar year following the date of employment, an employee shall be credited with fifteen (15) workdays of vacation.

- c. On the first day of each calendar year following the completion of an employee's second (2<sup>nd</sup>) through sixteenth (13<sup>th</sup>) year of continuous service, an employee may cumulatively accrue one (1) additional day of vacation until a maximum total of twenty-seven (27) workdays is reached.

<u>Years Of Continuous Service</u>	<u>Vacation Days Credited On The Following January 1</u>
1 year	15 Days
2 years	16Days
3 years	17 Days
4 years	18Days
5 Years	19 Days
6 Years	20 Days
7 Years	21 Days
8 Years	22 Days
9 Years	23 Days
10 Years	24 Days
11 Years	25 Days
12 Years	26 Days
13+ Years	27 Days

- d. An employee shall become eligible for one-twelfth (1/12) of the appropriate vacation allowance under subparagraph "a", "b", and "c" above each calendar month in which they works twelve (12) or more days.

**Section 8.1. Vacation Definition**

- a. *Service* shall mean any period of time for which an employee receives wages.
- b. *Vacation Day* shall mean a period of time equal to eight (8) hours of one (1) regularly scheduled normal workday.
- c. *Work Week* shall mean a period of time equal to forty (40) hours or the normal number of hours worked by an employee during a regular work schedule.
- d. *Continuous Service* shall mean service, as defined by "a" above, uninterrupted by resignation or discharge.

## **Section 8.2. Use of Vacation**

- a. Vacations shall be scheduled with due regard for seniority, employee preference and needs of the service. After March 1 of each year an employee who has not used their seniority to select a vacation period shall not be permitted to use seniority to require another employee to give up their previously scheduled vacation period. Vacations must be approved in writing by the Department Supervisor in advance no later than the workday before such vacation time is to be used. Exceptions may be made in emergency situations, or upon approval of the Court Administrator or Chief Judge.

An employee requesting to use vacation time not scheduled in advance, must notify the Department Supervisor for approval as promptly as practical, depending on the circumstances, not later than one-half (½) hour following the start of their scheduled shift. Failure to do so may result in denial of their claim for paid vacation time. Vacation time not approved in advance may be subject to verification. Vacation time may not be used in lieu of sick leave when an employee has sick leave available.

- b. Employees shall be allowed to maintain a maximum accumulation of fifty (50) days of vacation from one fiscal year to another. Any earned vacation in excess of fifty (50) days shall be considered void, provided, however, that any employee may maintain a balance of 76 days between the period of January 1 and November 30.
- c. A general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.
- d. Cash payment in lieu of unused vacation shall be made only upon termination of employment. Upon terminations, the employee shall be paid in full to the nearest one-half (½) day for all unused vacation up to a maximum of sixty (60) workdays provided that in the event termination is caused by the death of the employee the maximum payment limitation shall not apply.

**Section 8.3. Vacation Buy-Back Program.** A maximum of (3) three weeks can be sold back at two-third (2/3) value in the month of November. Employees who choose this option must maintain a minimum balance of 80 hours of vacation time after November 30. Employees who opt to sell back vacation time under this provision may elect to contribute vacation time to their individual 457 plans, subject to IRS limits. Notwithstanding the above, the vacation buy-back program shall not be available for employees in the Urinalysis Technician position.

## **GRIEVANCE PROCEDURE**

**Section 9.0. Grievance Definition.** A grievance is any dispute, controversy or difference between the Court and a bargaining unit employee or employees on any issues with respect to, on account of or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof. This shall not be interpreted to include arbitration concerning renegotiation of the Agreement or its parts. A grievance shall refer to the specific provision or provisions of the Agreement alleged to have been violated. Any grievance not conforming to the provisions of this

paragraph shall be denied. At any step, the Court or the Union shall have the discretion to consolidate or combine multiple grievances relating to a single incident.

**Section 9.1. Grievance Time Limits.** The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Court's last disposition. If the time procedure is not followed by the Court, the grievance shall automatically advance to the next step within Section 9.2, excluding arbitration. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

**Section 9.2. Grievance Procedure.** Grievances will be processed in the following manner and within the stated time limits.

**Step 1.** A grievance will be initiated under this procedure by a Union Steward advising an immediate supervisor outside the bargaining unit that a grievance may exist, and the matter is being investigated. As soon as possible, a meeting shall be arranged with the employee(s) involved, the Union Steward, Court Administrator or their designee and the immediate supervisor in order to allow for the finding of fact and the possible resolution of the matter. If requested, a representative of the Grievance Committee may assist a steward in this meeting for the Steward's first three grievance meetings. Additional individuals may participate in the grievance meeting by mutual agreement.

The grievance must be presented within fifteen (15) working days after occurrence, provided the employee(s) had knowledge of the occurrence or reasonably should have had knowledge of the event. The time limits in effect under the procedure shall not begin while an employee is off work because of vacation, sick leave, Workers' Compensation, leave of absence, or other good and sufficient reason.

**Step 2.**

- a. If the matter is not resolved at Step 1, the aggrieved employee or the Union Steward shall reduce the grievance to writing and present it to the Court Administrator. The grievance must be so presented within ten (10) working days after the meeting at Step 1. Court Administrator will answer the grievance in writing within ten (10) working days of the date of the presentation of the written grievance, not including the day of presentation. A copy of the written answer shall be sent to the grievant and the grievance committee chairperson.
- b. The Union may initiate its grievance at the Step 2 of the grievance procedure and must process them through Step 2 before they are taken to Step 3. A Union Grievance is one in which a right given by this Agreement to the Union as such is alleged to have been violated. Such grievance must be initiated within fifteen (15) working days of their

occurrence, not including the day of occurrence. Union grievances shall be filed in writing with the Court Administrator.

**Step 3. A. Arbitration.**

- a. If the matter remains unresolved and the union wishes to carry the matter further, the Union will notify the Court Administrator's Office of its intent to refer the matter to arbitration. Such notice will be sent within forty-five (45) working days of receipt of the answer at Step 2.
- b. The parties shall attempt to mutually select an arbitrator. If the parties are unable to mutually select an arbitrator, either may submit a Demand for Arbitration under the rules of the American Arbitration Association, FMCS, OR MERC (with MERC as an option being conditioned upon mutual agreement) provided the submission is made within (60) calendar days of receipt of the answer at Step 2. For the list of arbitrators see Section 9.5.
- c. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement and the employee shall have no power to alter, add to, subtract from or otherwise modify the terms of this Agreement as written. Decisions on grievances within their jurisdiction shall be final and binding on the employee or employees involved, the Union, and Management.

In disciplinary cases involving stealing by employees and/or possession or use of illegal drugs or narcotics during work hours or while on City property, the parties agree that such violation shall be considered proper cause for summary discharge. In such cases, the arbitrator shall be limited to a determination of facts only and shall have no authority to modify the penalty imposed. Such violation shall not be construed as exclusive proper cause for discharge.

- d. The fee and expenses of the arbitrator shall be paid by the party which loses the appeal to arbitration except as the arbitrator directs otherwise. Each party shall fully bear its costs regarding witnesses and any other persons it requests to attend the arbitration.
- e. It is specifically and expressly understood and agreed that taking an appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other forum.
- f. The Union has the option to proceed to the Chief Judge in lieu of arbitration to satisfy Step 3 of the Grievance Procedure. The Chief Judge's decision shall be binding on all parties.

### **Step 3. B. Arbitration Filing.**

It is the intent of each party to combine grievances with similar issues into a single case when advanced to arbitration.

If the parties are unable to agree to combine the grievances into one arbitration case and a party elects to utilize AAA, FMCS, or MERC (with MERC as an option being conditioned upon mutual agreement) for more than three (3) such grievances, then the party taking all of the grievances to the outside service shall be responsible for the total filing fee charged to advance those grievances beyond the initial three (3).

**Section 9.3. Election of Remedies.** It is expressly understood and agreed that taking an appeal to the Arbitrator or Chief Judge constitutes an election of remedies and waiver of any and all rights of the appealing party and any person or persons he, she, or it represents to litigate or otherwise contest the appealed subject matter in any court, administrative agency, or other forum.

**Section 9.4. Payment of Back Pay Claims.** Back wages and fringe benefits shall be paid to any employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure. No claim for back pay or wages and fringe benefits shall exceed the amount of pay or wages and fringe benefits the employee would otherwise have earned at their regular pay or wage rate and fringe benefits. Any such award shall be decreased by unemployment compensation during the recognized entitlement period. In addition, any such award may be reduced by income received from other employment, provided that the earnings from such a supplemental job held by the employee at the time of the disciplinary lost time shall be disregarded to the extent of the employee's normal earnings from that job immediately prior to the disciplinary time off. Grievances concerning suspension or discharge shall initially be presented at Step 2a within seven (7) working days of the imposition of the disciplinary action.

### **Section 9.5 Arbitrators**

The parties hereby set forth this understanding of the procedure which may be used to mutually select an arbitrator under the provisions of 9.2, Step 3, Section A (b).

Using the following list of arbitrators, the parties shall alternately strike names until one name remains: Mark Glazer, Samuel McCargo, Joseph Giralomo, Patrick McDonald, Kathryn Vandagens.

The arbitrator shall be contacted and asked if the employee would be willing to accept the appointment. The parties may, upon mutual agreement, utilize an arbitrator not included on the above list. If the arbitrator declines the appointment, the procedure shall be repeated. This shall not serve to prevent either party from rejecting all names on the list and proceeding with or insisting on the filing with the American Arbitration Association, FMCS, or MERC (with MERC as an option being conditioned upon mutual agreement).

## **DISCHARGE AND DISCIPLINE**

**Section 10.0. Discipline.** In cases of discharge or discipline, a representative of the Court shall give prompt notice thereof to the employee and the employee's Steward or the Chief Steward. Such notice shall be confirmed in writing within three (3) working days following the day of discharge or imposition of discipline, excluding Saturdays, Sundays, holidays and the day of occurrence. In cases of letters of warning, such letters shall be given to the employee affected and a copy thereof to such employee's Steward or the Chief Steward. The affected employee will be allowed to discuss their discharge or discipline with their Steward. In the case of discharge or suspension, the Court will make available a room where the employee may discuss the matter with the Steward before being required to leave the Employer's property. The time allowed for such purpose shall not exceed a reasonable time as determined by the Court.

### **Section 10.1. Notice of Discipline.**

- a. In imposing any discipline on a current charge, the Court will not take into account any prior infractions which occurred more than 18 months previously, provided the employee is not subjected to disciplinary action (excluding letters of warning), during the 18 month period, nor impose discipline on an employee for falsification of his employment application after a period of 18 months from their date of hire. In the event an employee completes 18 months of service without a disciplinary action, letters of warning and/or suspension over 18 months old shall be permanently removed from their personnel file automatically.
- b. Every employee shall be entitled to and shall receive a copy of any and all notices or complaints filed by an employee, supervisor or any other Court officer or Department or Division Head in the employee's personnel record which relates to, is or may be made the basis for disciplinary action up to and including discharge of such employee by the Court.

**Section 10.2. Reprimands.** If the Court has the reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles.

**Section 10.3. Drug and Alcohol Tests.** The Court shall have the right to require an employee to be tested for the presence of alcohol or drugs if it has reasonable cause to believe that the Employee is under the influence of alcohol or drugs.

**Section 10.4. Rules of Conduct.** Rules of conduct dealing with job related activity by Court employees have existed for years, and will continue in effect. However, it is also recognized that since the Court is both a public institution and an agency whose personnel administer the civil and criminal laws, the conduct of its staff is also important for the proper operation of the Court. At a minimum, this means that Court personnel can be expected to observe the law at all times and that violation of the law constitutes unacceptable conduct by those whose duty it is to administer it. To that end, it is understood that the fact of conviction of either a felony or of a non-traffic misdemeanor which involves theft, fraud or dishonesty (including issuance of non-sufficient fund checks), an assaultive or sex offense, malicious destruction of property or possession or trafficking

in drugs or controlled substances constitutes just cause for disciplinary action by the Court up to and including discharge.

## **LAYOFF AND RECALL**

**Section 11.0. Layoff Definition.** Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization. Except as provided below, the layoff of permanent employees in any Department or Division shall be in inverse order of seniority in the position classes affected. Temporary and probationary employees shall be laid off before any permanent employees.

**Section 11.1. Demotion or Transfer in Lieu of Layoff.** Except as provided below, an employee subject to layoff who so requests within three (3) days after receipt of notice of layoff, shall in lieu of layoff under Section 11.0 be demoted or transferred by the Court in accordance with their seniority to an equal or lower paying position in the bargaining unit which they are able to perform and qualified to fill, in the following order of priority, provided however, that such employee has more seniority than the employee being displaced:

- a. The least senior employee in the employee's classification. If none, then:
- b. The least senior employee in the next lower classification. If none, then:
- c. The least senior employee in the second lower classification.
- d. This process shall be repeated until no further displacement is possible.

The Court shall have the exclusive right to determine such person's ability and qualifications to fill a position with recourse to the grievance or other appeals procedure. The Court shall determine such person's ability and qualifications to fill a position by administering such tests as it may deem appropriate. It is understood, however, that an employee shall be deemed to be qualified to fill all classifications in a job series (i.e., Clerk-Typist, Deputy Court Clerk I, II, III and IV; Court Recorder, and Court Bailiff I, II and III) which are below their present job classification.

It is also understood that a Court Recorder who is not re-appointed by a newly elected Judge will be treated as if that individual had been laid off and may be demoted in lieu of layoff.

If an employee (other than a Court Recorder) is demoted or transferred in lieu of layoff and their regular classification subsequently becomes available, they shall thereupon be promoted or transferred back to their regular classification.

**Section 11.2. Exceptions to Seniority.** The Chief Judge may approve deviations from seniority in layoffs or demotions in lieu of layoff when seniority alone would result in retaining employees who are physically or mentally unable to perform the full scope of their duties or unable to maintain a satisfactory level of performance in the Department or Division affected. In such cases, the affected employees shall be given written notice of the determination and the reasons therefore.

**Section 11.3. Notice of Layoff.** The Court will endeavor to provide employees to be laid off indefinitely with at least thirty (30) calendar days advance notification, but employees to be indefinitely laid off must be given at least ten (10) calendar days prior notice except in situations beyond the control of the Court.

**Section 11.4. Recall from Layoff.**

- a. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address.
- b. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.
- c. Names shall remain on the recall list for six (6) months or the length of their seniority, whichever is greater, unless removed as provided. Employees shall be recalled from layoff or shall be restored to positions from which demoted before any other persons are selected for employment or promotion in those classes; provided, however, they have the ability and qualifications therefore as determined by the Court or as provided in Section 11.1 above.

**Section 11.5. Layoff Compensation.** Under the Michigan Employment Security Act for public employees, the Court has elected to become a reimbursing employer for unemployment compensation. The Michigan Employment Security Commission will review all applications for unemployment compensation and those individuals eligible under the Act will be paid their benefits directly from the State, in accordance with the MES Act.

## **PROMOTIONS/VACANCIES**

**Section 12.0. Vacancies.** When the Court elects to fill a newly created or vacant position(s) within the bargaining unit, the position(s) shall be posted for a period of at least seven (7) workdays and advertised externally in such a manner as considered appropriate by the Court. The internal posting will set forth the title, salary range, and the requirements for the position and shall be posted in each Department/Division. Interested employees shall apply in writing within the seven (7) workday posting period. Although not required, the Court may administer any written or oral test it considers necessary or appropriate to evaluate applicants. The Court, however, shall not be required to release scores and rankings. All applicants, internal and external, will be assessed based upon the Employer's assessment of the best qualified candidate for the position, provided, however, that qualified lateral applicants from the same classification will normally be given preference before selection of an individual from for promotion from another classification or for the selection of an external candidate. An applicant who has more seniority than the individual selected for the vacancy will, upon request made in writing, be given a statement of the reason(s) why the applicant was not selected, provided however it is understood that the Court's decision and selection and the reasons given therefore are not subject to challenge in the grievance and

arbitration procedure. A copy of the list of applicants will be sent to the Chief Steward along with the name of the person who was awarded the position.

**Section 12.1. New or Changed Job.** Existing classifications and job descriptions may be changed during the term of this Agreement, but only after written notice of intended change is given to the Union and, if requested within ten (10) days thereafter, a special meeting is held thereon. New positions may be established and the salary range determined by the Court in accordance with Court Budget requirements. The parties will negotiate as to whether or not new or changed positions should be included in the bargaining unit. Failing agreement, the matter shall be resolved through determination by the Michigan Employment Relations Commission. If any bargaining unit job is changed or newly created, the rate of pay shall be subject to negotiation by the parties.

**Section 12.2. New Job Probationary Period.** Court employees who have completed their initial probationary period and who are promoted will be required to serve a trial period of six (6) months. During that trial period, the employee's performance shall be evaluated at the end of three (3) months and the appointment shall become final if a final evaluation at the end of the six (6) month trial period is satisfactory. If the six-month evaluation shows that the employee's performance is not satisfactory, the employee shall be returned to their previous position. During the first month of the trial period, the employee may elect to return to their previous position. After the first month, the employee may return to their prior position only upon approval of the Court.

## LEAVES OF ABSENCE

### Section 13.0. Paid Sick Leave.

#### A. Definitions

1. "Family Member" shall be 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 an individual who stood in loco parentis when the employee was a minor child.
  - c. An individual 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. An individual related by blood to the employee.
  - h. An individual whose close association with the employee is the equivalent of a family relationship.
2. *Service* shall mean any period of time for which an employee receives wages.

3. *Supplemental Employment* shall mean a paid off-duty job, including self-employment, covered by sick leave benefits, health and accident insurance, Worker's Compensation or any combination thereof.

**B. Sick Leave Accumulation**

1. An employee shall accumulate one (1) day of sick leave for each calendar month of service in which they work twelve (12) or more complete days. Employees who do not work twelve (12) or more complete days for the calendar month of service will accumulate one (1) hour of sick leave every thirty (30) hours worked in that month.
2. Unused sick leave days shall accumulate from year to year to an unlimited amount.

- C. Recording Use of Sick Leave.** Sick leave will be charged in alignment with the current payroll system method of recording time worked. An employee shall have the option of using any other paid leave if sick leave is exhausted or requesting unpaid leave.

**D. Permitted Uses**

1. Regular Use. An employee shall be entitled to use accumulated paid sick leave for any absence:
  - a. 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 Member's mental or physical illness, injury, or health condition or preventative 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 proceeding related to or resulting from the domestic violence or sexual assault.
  - d. For meetings at a child's school or place of care related the child's health or disability, or the effects of domestic violence or sexual assault on the child.
  - e. For closure of the employee's place of business by order of a public official due to a public health emergency, for an employees' 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 of Family Member has actually contracted the communicable disease.

2. Emergency Use
    - (a) An employee shall be entitled to take up to three (3) days paid leave, without charge to sick leave, upon the death of any family member.
    - (b) Upon application approved by the Department or Division Head, an employee may use an additional three (3) days of their accumulated paid sick leave for any absence necessitated by the death of any family member. Extension of time may be permitted in exceptional circumstances upon application approved by the Court Administrator.
  3. Vacation Use. An employee shall be entitled to use their accumulated paid sick leave in lieu of vacation for illness or injury received while on vacation, upon application approved by their Department or Division Head and subject to substantiation as hereinafter provided. Application for such use must be made within one (1) week of return from vacation.
  4. Blood Donation. An employee shall be entitled to use accumulated sick leave for any absence for the purpose of donating blood.
  5. Substantiation. An employee shall substantiate the use of sick leave by such reasonable means as their Department or Division Head may require for absences exceeding three (3) consecutive workdays. If the Court requests substantiation for sick time use, the Court will pay for any out-of-pocket expenses incurred by the employee to obtain documentation to the extent required by law. Intentional falsification of any sick leave affidavit or fraudulent use of sick leave shall be grounds for disciplinary action up to and including discharge.
- E. **Excluded Use.** Paid sick leave shall not be authorized:
1. For personal injury incurred in supplemental employment,
  2. For personal convenience or private business, recreational purposes, or supplemental employment.
- F. **Physical Examination.** An employee on authorized absence for more than ten (10) days due to illness or for any period due to injury shall return to duty only after an examination and release for work by the Court Physician. In the event of a dispute, the question shall be subject to the grievance procedure.
- G. **Pay for Unused Sick Leave.** Unused accumulated sick leave shall be paid to employees who resign or retire with ten (10) years or more of continuous service, to a maximum of ninety (90) days at the rate of Two Dollars (\$2.00) per day times the years of continuous service for employees retiring, and at the rate of Fifty Cents (\$.50) per day times the years of continuous service for persons resigning.

As an alternative to the One Dollar (\$1.00) per day payment for unused sick leave above, an employee may elect to convert unused sick leave to up to one (1) year of credited service under the City of Grand Rapids General Retirement System as provided herein. An employee shall not be paid for any remaining hours of sick leave under the payoff provisions above after converting to the maximum of one (1) year of credited service.

Employees who participate in the City of Grand Rapids General Retirement System who retire or separate with a deferred retirement with ten (10) or more years of continuous service may elect to receive pension service credit for unused sick leave. Two thousand and eighty (2080) hours of sick leave shall be required to achieve one (1) year of pension service credit. Lesser amounts shall be converted on a pro-rated basis as determined by the retirement systems office. Any such additional credited service received upon conversion of unused sick leave upon retirement or separation with a deferred retirement under these provisions shall be used solely for the purpose of computing the member's life allowance and shall be subject to the percentage caps of Section 7.0.

H. **Notification.** An employee who expects to be absent on sick leave must personally notify their Department Supervisor or the office of the Court Administrator as promptly as practical, depending on the circumstances, not later than the beginning of their scheduled shift. Failure to do so may result in denial of their claim for paid sick leave. The employee shall report their status every third working day of absence unless hospitalized.

I. **Conversion of Sick Leave to Paid Personal Leave.** On January 1<sup>st</sup> of each calendar year, employees with five (5) or more years of continuous service with the Court are eligible to convert accumulated paid sick leave to paid personal leave in accordance with the following:

1. At the end of each calendar year, the sick leave balances of all employees with five (5) or more years of service will be checked to determine if the following minimum sick leave accrual requirements for conversion of paid sick leave to paid personal leave have been satisfied:
  - (a) Employees with at least five (5) but less than ten (10) years of continuous service with the Court must have at least three hundred and sixty (360) hours of accumulated paid sick leave in their accrual bank as of the immediately preceding December 31<sup>st</sup> to be eligible to convert any paid sick leave to paid personal leave.
  - (b) Employees with ten (10) or more years of continuous service with the Court must have at least seven hundred twenty (720) hours accumulated paid sick leave in their accrual bank as of the immediately preceding December 31<sup>st</sup> to be eligible to convert any paid sick leave to paid personal leave.
2. If an eligible employee's sick leave accrual balance meets the required standards, the amount of paid sick leave necessary to bring the employee's personal leave

bank balance to forty (40) hours will be converted into paid personal leave. For purposes of this conversion, a day of paid sick leave will convert to eight (8) hours of paid personal leave.

3. Unused personal leave at the end of the calendar year shall remain in the employee's paid personal leave bank. If there is any paid personal leave remaining in the employee's paid personal leave bank at the time of separation from employment or at a time when an employee is appointed to a position which is not eligible for such a benefit, the unused paid personal leave hours will be reconverted to paid sick leave. Any payoff of reconverted paid sick leave hours shall be made in accordance with the provisions of Section 13.0(H) above.

**Section 13.1. Donated Vacation or Compensatory Time.** Should an employee covered by this Agreement become physically or mentally handicapped to the extent they cannot perform their regular job, the Court will make every effort to place the employee in a position that they are physically and mentally able to perform; in so doing, the Court will attempt to place the employee in a position as close as possible to their previous wage level. On an individual basis, employees within the bargaining unit may donate accrued compensatory or vacation time to another employee in the unit if (a) the recipient or a member of their immediate family (as defined in Section 13.0 A 1) is sick, or in the case of death of an immediate family member, and (b) all of the recipient's accumulated sick, compensatory and vacation time has been exhausted (or, in the case of vacation time, its use has not previously been approved by the recipient's supervisor). Time so donated shall be considered as time used and, in the case where the hourly rates of the donor and recipient are different, the dollar value of the time donated shall be adjusted to the nearest quarter hour.

**Section 13.2. Jury Duty/Witness Leave.** Employees shall be given leave of absence with pay for working time lost when called to serve on jury duty or if subpoenaed to give testimony involving their official capacity or work with the Court. Such employees shall be paid at their regular rate for all working time lost up to forty (40) hours per week. In consideration of receiving their regular pay, employees shall assign to the Court all remuneration received for jury duty or as witness fees during the same period, excluding mileage.

**Section 13.3. Unpaid Personal Leave of Absence.** The Court may in its discretion grant an employee a personal leave of absence without pay for reasons not covered by the FMLA for a period not to exceed thirty (30) calendar days. Requests for personal leave shall be in writing, signed by the employee, and given to the Court Administrator. Such requests shall state the reason for the leave. An extension of personal leave of absence may be granted by the Employer in its discretion, provided the extension is requested prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of six (6) consecutive calendar months. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the Court Administrator. Employees are eligible to use up to three (3) days each calendar year as unpaid leave without specification of the reason, provided that the Court Administrator or designated representative considers that staffing will allow the individual to be off work on the requested day.

**Section 13.4. Military Leave.** The reemployment of military service veterans shall be in accordance with the applicable statutes in effect at the time of the reemployment.

**Section 13.5. Worker's Compensation Reimbursement.** The Court shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation, Worker's Compensation for employees injured on the job by the difference between Worker's Compensation and their normal weekly earnings, excluding overtime. The supplement shall be determined in such a manner that insures that an employee's worker's compensation and supplement when combined shall not exceed their allowable take home pay. In the event an employee receives sick leave compensation and subsequently such employee is awarded Worker's Compensation for the same period of time, the employee shall reimburse the Court for such amounts received as sick leave compensation and the Court shall credit the employee's sick leave account with the number of days so used as sick leave.

**Section 13.6. Family and Medical Leave.** Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

- (a) The birth of a son or daughter, adoption (pursuant to Article 13.11), and to care for the newborn child;
- (b) The placement with the employee of a son or daughter for adoption or foster care;
- (c) To care for the employee's family member; and
- (d) Because of a serious health condition that makes the employee unable to perform the functions of their job.

An eligible employee is entitled to a total of 12 work weeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave. The provisions of this section are supplemented by the Court's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act. Disputes regarding rights under the FMLA are to be resolved in accordance with the statutory procedure and are not subject to the grievance and arbitration procedures of this Agreement.

**Section 13.7. Non-Duty Disability Leave.** After completion of FMLA leave requested because of a serious health condition that made the employee unable to perform the functions of their job, a disability leave of absence will be granted to employees who are unable to work because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Court to require a physician's certificate establishing to the satisfaction of the Court that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability; provided, however, that an

employee may not be on a disability leave for a period of more than six (6) consecutive months, including time spent on FMLA leave, or the length of their seniority, whichever is lesser. Extension of the leave may be granted by the Court in its discretion for an additional six (6) months in instances where the employee has a reasonable likelihood of being able to return during this period. The Court may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Court may require a medical examination by a physician chosen by the Court at the Court's expense and, if appropriate, shall require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Court of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Court by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Court indicating the employee is physically or mentally able to return to work.

**Section 13.8. Union Leave.** The Court will grant a total of up to five (5) workdays of leave of absence with pay per year for members of the Union to attend functions of the Union, provided such leave is requested in advance and the needs of the service will not be adversely affected by such absence. Such days shall be accumulative for the life of this Agreement, and any balance shall be carried over to a successor Agreement, to a maximum of seven (7) days (56 hours).

**Section 13.9. Return From Leave of Absence.** When an employee returns from a leave of absence, they shall be returned to the position that was held at the time the leave was granted. Employees shall retain, but not accrue, seniority while on any leave of absence (except military) provided the leave is in excess of sixty (60) days.

**Section 13.10. Humanitarian Transfer.** Should an employee covered by this Agreement become physically or mentally handicapped to the extent they cannot perform their regular job, the Court will make every effort to place the employee in a position that employee is physically and mentally able to perform; in so doing, the Court will attempt to place the employee in a position as close as possible to their previous wage level.

**Section 13.11. Parental Leave.** Paid Parental Leave is for eligible employees, due to the birth of an employee's child or the placement within an employee's home of an adopted child. This benefit will run concurrently with eligible leave under the Family and Medical Leave Act (FMLA).

A. Paid Parental Leave is available to permanent employees who are FMLA eligible. An employee is FMLA eligible if they have been employed by the Court for at least twelve (12) months and has worked a minimum of 1,250 hours during the 12-month period prior to the leave.

B. Eligible parents will receive up to four (4) continuous weeks of leave with pay. The fact that a multiple birth or adoption occurs (for example, the birth or apoptin of twins) does not increase the length of Paid Parental Leave. If both parents are eligible employees, each will be

able to utilize the benefit. Paid Parental Leave must be utilized within six (6) months following the birth or adoption of a child.

C. Vacation and sick leave benefits will continue to accrue during the period of Paid Parental Leave. The eligible employee's share of the health care premium will be deducted from the eligible employee's pay in accordance with normal practices.

D. An eligible employee must submit a completed Leave Request Form to the Court at least thirty (30) days prior to the anticipated date of the leave. To the extent the 30-day notice is not possible, the employee must submit a Leave Request Form to the Court as soon as possible.

E. An eligible employee will be required to furnish medical documentation for the birth of a child. The medical documentation must be completed and signed by the individual's health care provider. An eligible employee will be required to furnish appropriate adoption documentation, such as a letter from an adoption agency, or from the attorney in cases of private adoption.

## HOLIDAYS

**Section 14.0. Paid Holidays.** The following shall be general paid holidays for employees:

January 1	Labor Day
Dr. Martin Luther King, Jr. Day	Veteran's Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	December 25
July 4	

**Section 14.1. Holiday Celebration.** The above holidays are celebrated on the same dates as observed by the United States Government. Whenever the above holidays fall on Saturday, the immediately preceding Friday will be considered as the holiday. Whenever the above holidays fall on Sunday, the immediately following Monday will be considered as the holiday. When December 25 (Christmas Day) falls on Saturday, the Christmas Eve holiday will be the immediately preceding Thursday. When December 25 (Christmas Day) falls on Monday, the Christmas Eve holiday will be considered as the immediately preceding Friday.

**Section 14.2. Holiday Pay.** Holiday Pay is compensation paid for time during which work would normally be performed, said work having been suspended by reason of a general holiday. All Court employees will be credited with the number of hours in their normal work shift for each of the above holidays.

**Section 14.3. Holiday Pay Eligibility.** To be eligible for holiday pay credits, an employee shall have worked their scheduled workday immediately preceding and immediately following any general paid holiday or taken approved absent time. An employee on formal unpaid leave of

absence or layoff (removed from the payroll) shall not receive holiday pay credits during such leave.

**Section 14.4. Holiday Work.** In addition to holiday pay, employees required to work on a recognized holiday shall be paid one and one half times their regular rate of pay for all time worked on the holiday. An employee who is required to work on a holiday but fails to report for work on that holiday shall not be paid any holiday pay for that holiday.

## **INSURANCE**

**Section 15.0. Health Care Insurance.** The City of Grand Rapids is the plan sponsor of a group health care plan covering certain hospitalization, surgical, medical, dental and optical expenses for City employees and their eligible dependents. Court employees and their eligible dependents participate in this group health care plan. A summary of the coverage available through the City's group health care plan is contained in the Plan Booklet. The specific terms and conditions governing the group insurance program are set forth in detail in the Plan Document created by the City as the same may be changed from time to time.

Full-time employees are eligible to participate in the group insurance program no earlier than the first (1<sup>st</sup>) day of the premium month following thirty (30) days of employment with the Court in a full-time position. Employees electing to participate in the group health care plan shall complete the applicable forms.

**Section 15.1. Employee Health Care Plan Contribution.** Employees share in the cost of their health care coverage by paying a health care premium contribution each two-week pay period on a pre-tax basis. The employee health care premium contribution payment is 20.0% of the City's actuarially estimated annual health care cost as applied with regard to the category of coverage (i.e. single employee, employee and one dependent, and employee and two or more dependents) on a pretax basis. The City's actuarially estimated annual health care cost is based upon the blended rate for all active employees and retirees who have not become eligible for Medicare or similar national health insurance benefits. In the fall of each year, the City receives an actuarial report that contains two separate calculations. The first calculation (which is to be used to set the rate of active and retiree premium sharing contributions) is the estimated cost to provide health care coverage to its active employees, retirees who have not become eligible for Medicare or similar national health insurance benefits, and their eligible dependents for the upcoming calendar year. The second calculation, which does not affect the rate of the active and retiree premium sharing contribution and which is included hereby solely for reference) is the estimated cost to provide health care coverage to the retirees who are age 65 and older, or who have become eligible for Medicare or other similar national health insurance benefits and their eligible dependents for the upcoming calendar year. These estimated cost figures are utilized for health care contribution purposes effective on the first pay day on or after January 1st of the upcoming calendar year. Employees shall be required to pay 1/26<sup>th</sup> of their percentage portion of the annual health care cost each pay period.

**Section 15.2. Retiree Health Care Coverage.** The City of Grand Rapids is the plan sponsor of a group health care plan covering certain hospitalization, surgical, medical, dental and optical

expenses for retired City and Court employees and their eligible dependents. Retired Court employees and their eligible dependents participate in this group health care plan. A summary of the coverage available through the City's group health care plan is contained in the Summary Plan Document (For the City of Grand Rapids Unified Health Care Plan).

**A. Defined Benefit Retiree Health Care for employees hired before March 24, 2009 who were vested in the City's General Pension System on or before June 15, 2009 and did not elect to convert to the Defined Contribution Retiree Health Care program.** Employees who have met the vesting requirements of the City defined benefit pension system on or before June 15, 2009 and did not elect to voluntarily convert to the defined contribution retiree health care program shall continue to be covered in the City's Defined Benefit retiree health care system, prior to becoming eligible for Medicare or similar national health care benefits, under the following terms and conditions:

**1. Eligibility for Employer contribution to health insurance plan.** The City will pay the hospitalization premium for the retiree and their dependents from the time the employees retires and until the time such retiree becomes eligible for Medicare or similar national health insurance provided that: 1) the employee retires with thirty (30) years of service and is at least 50 years old; or 2) the employees is at least 62 years old and has eight (8) years of service; or 3) the employee is disabled pursuant to the provisions of the pension ordinance.

If a member who retires after January 1, 1997, under the above provisions dies prior to becoming eligible for Medicare or similar national health insurance benefits, the City shall provide insurance coverage at its cost for the member's dependents until such time as the member would become eligible for Medicare or similar national health insurance benefits. In addition, such coverage will also be provided if an active employee had reached 20 years of service at the time of their death.

**2. Employer contribution to health insurance plan.** The City will make a contribution towards the percentage portion of the cost of the service and disability retiree health insurance, prior to becoming eligible for Medicare or similar national health care benefits, not covered by the retiree direct contribution (the "City Contribution") based upon the number of completed months of credited service the retiree had with the Court as of their date of retirement. The minimum eligibility for any City Contribution towards retiree health insurance costs is 96 months of credited service, with the amount the City will contribute increasing by each complete month of credited service (at .29167% per month) in accordance with the following:

96 months of service	23.0%
108 months of service	26.5%
120 months of service	30.0%
132 months of service	33.5%
144 months of service	37.0%
156 months of service	40.5%

168 months of service	44.0%
180 months of service	47.5%
192 months of service	51.0%
204 months of service	54.5%
216 months of service	58.0%
228 months of service	61.5%
240 months of service	65.0%
252 months of service	68.5%
264 months of service	72.0%
276 months of service	75.5%
288 months of service	79.0%
300 months of service	82.5%
312 months of service	86.0%
324 months of service	89.5%
336 months of service	93.0%
348 months of service	96.5%
360 months of service	100%

The amount of their actual months of credited service notwithstanding, the City Contribution for disability retirees and for other than disability or deferred retirees, prior to becoming eligible for Medicare or similar national health benefits, who retire at or after age 62 will be calculated as if the retiree had worked 360 months of credited service. In the event that the retiree does not have sufficient months of credited service to receive a City Contribution equal to 100% of the City's percentage portion of the retiree health insurance cost, the retiree or the eligible surviving spouse of the deceased eligible retiree, prior to becoming eligible for Medicare or similar national health care benefits, will be required to pay the remainder of the City's percentage portion of the retiree health insurance cost in addition to the retiree direct contribution amount.

3. **Deferred retirees.** Individuals who at the time of leaving Court employment do not begin to receive a retirement benefit payment from the defined benefit retirement plan are not eligible to continue to participate in the City health care plan except as provided under COBRA and are not eligible for any City contribution towards retiree health care costs. Deferred retirees may not reenter the City health care plan at a later date.
  
4. **Service and Disability Retirees.** Employees who retire as service retirees or disability retirees, prior to becoming eligible for Medicare or similar national health care benefits, are eligible to continue to participate in the City of Grand Rapids group health care plan. Eligible service or disability retirees who decline to participate in the City's health care plan shall not be eligible to reenter the City health care plan at a later date. A service retiree is an individual who immediately upon leaving active County employment is eligible for and is receiving a retirement allowance for Age and Service Retirement (Section 1.203), Early Retirement (Section 1.208), or Special Early Retirement (Section 1.209), but does not include

an individual receiving a retirement allowance for a Deferred Retirement (Section 1.209.3). A disability retiree is an individual who immediately upon leaving active Court employment is eligible for and is receiving a retirement allowance for Non-Duty Disability Retirement (Section 1.209.1) or Duty Disability Retirement (Section 1.209.3).

5. **Beginning date for retiree health insurance coverage.** Service retirees can begin retiree health care benefits, prior to becoming eligible for Medicare or similar national health care benefits, at age 50 with 30 years of service or at the applicable City pension system's normal age and service retirement at their earned percentage. Disability retirees can begin receiving retiree health care benefits, prior to becoming eligible for Medicare or similar national health care benefits, when the disability retiree begins to draw a disability pension.
6. **Retiree Health Care Plan prior to becoming eligible for Medicare or similar national health care benefits.** The health care plan for retirees, prior to becoming eligible for Medicare or similar national health care benefits, shall be the same as provided to active employees including deductibles, co-payments, co-insurance, and benefit design changes, as the same may change through negotiations between the parties.
7. **Retiree Health Care Premium Sharing Contribution.** The premium sharing contribution to be paid by age and service and disability retirees, prior to becoming eligible for Medicare or similar national health care benefits, who retire on or after March 24, 2009, shall be the same as paid by active employees, as those benefits may be changed through negotiations between the parties. The retiree health care premium sharing payment would be applied uniformly without regard to the category of coverage (i.e. single retiree, retiree and one dependent, and retiree and two or more dependents, prior to becoming eligible for Medicare or similar national health care benefits.) The cost would be defined as the blended rate for all active employees and retirees, prior to becoming eligible for Medicare or similar national health care benefits.
8. **Retiree Health Care Spousal and Dependent Coverage prior to becoming eligible for Medicare or similar national health care benefits.** Coverage under the City's retiree health care plan, prior to becoming eligible for Medicare or similar national health care benefits, is limited to those individuals who are the spouse and/or qualified dependents of the retiree at the time the retiree began receiving a retirement allowance. In the case of a disability retirement, granted in accordance with the provisions of Section 1.209.1 of the City of Grand Rapids General Retirement System Ordinance, the spouse and qualified dependents of the retiree (at the time the disability retirement is granted by the Board) shall be eligible for retiree health care benefits until the time the retiree reaches or would have reached eligibility for Medicare or similar national health care benefits. If the retiree and the spouse at the time of retirement should have further children after retirement, such children by birth shall be also be considered to be a qualified dependent for

the first two (2) of such births and/or adoptions only. No further qualified dependents may be added due to birth or legal adoption after the retiree reaches age fifty (50).

- 9. Retiree Health Care for a Spouse and eligible dependents of a deceased Retiree.** The spouse and eligible dependents of a deceased retiree continue to be eligible for coverage under the City's retiree health care plan through the time the retiree would have reached eligibility for Medicare or similar national health care benefits, provided that the retiree was participating in the retiree health care plan at the time the retiree died. The surviving spouse shall be eligible for City contributions towards the payment of retiree health care plan premium costs on the same basis that the retiree was eligible. Eligibility for continued coverage in the City retiree health care plan, prior to the time the deceased retiree would have become eligible for Medicare or similar national health care benefits, and City contributions towards the payment of retiree health care plan premiums shall end if the former spouse becomes married to another individual or is covered by health insurance coverage under the plan of another employer.

- B. Defined Contribution Retiree Health Care Program for employees hired before March 24, 2009 who were not vested in the City's General Pension System on or before June 15, 2009 and for employees who elected to convert from the defined benefit retiree health care program.** Employees hired before March 24, 2009 who have not met the vesting requirements for the City defined benefit pension system as of June 15, 2009 and employees who elected to convert from the defined benefit retiree health care program shall be eligible only for a defined-contribution retiree health care savings account. These employees shall receive an Initial City Contribution into their Retiree Health Savings Account. This account will also be funded with ongoing contributions as follows:

- (1) The employee will make contributions at the annual rate of \$1,000 (\$38.46 gross per bi-weekly payroll).
- (2) The City shall make contributions at the annual rate of \$1,750, payable in bi-weekly pay period increments (i.e. \$67.30 gross per payroll).

If these employees separate from Court employment, they shall, in accordance with IRS regulations and plan provisions, be entitled to receive the Initial City Contribution to their defined contribution retiree health care savings account, the annual City contributions, their annual employee contributions, and all investment earnings from their defined contribution retiree health care savings account when they leave City employment.

The administrator of the health savings plan was selected by the City after consultation with GREIU.

- C. Defined Contribution Retiree Health Care Program for employees hired on or after March 24, 2009.** Employees hired on or after March 24, 2009 shall be eligible only for a

defined-contribution retiree health care savings account. To aid new employees in making their Employee Contribution to their Retiree Health Care Savings Account, their Employee Contribution shall step up their employee's anniversary date coinciding with their step increases to permit them to provide increasing Employee Contributions in accordance with the following:

- (1) After six months of service, new hires shall make contributions at the annual rate of \$375 (\$14.42 gross per bi-weekly payroll) for six months during which time the City shall make contributions at the annual rate of \$750, payable in bi-weekly pay period increments (i.e. \$28.85 gross per payroll).
- (2) For the next one (1) year of service, the employee shall make contributions at the annual rate of \$750 (\$28.85 gross per bi-weekly payroll) during which time the City shall make contributions at the annual rate of \$1,500, payable in bi-weekly pay period increments (i.e. \$57.69 gross per payroll).
- (3) For all years thereafter the employee shall make contributions at the annual rate of \$1,000 (\$38.46 gross per bi-weekly payroll) during which time the City shall make contributions at the annual rate of \$1,750, payable in bi-weekly pay period increments (i.e. \$67.30 gross per payroll).

Employees hired on or after March 24, 2009 shall vest in the City funded portion of defined contribution retiree health care system upon meeting the vesting requirements for the City defined benefit pension system. If employees hired on or after March 24, 2009 separate from Court employment prior to vesting in a City pension system, they will only be entitled to receive employee contributions and investment earnings on those employee contributions from their defined contribution retiree health care saving account.

### **Section 15.3. Death Benefit and Payment Plan.**

- a. The Court shall, at its expense, provide a \$100,000 cash payment to each employee within the bargaining unit which benefit shall be payable to the beneficiary or beneficiaries of any such employee whose death does not result from an injury arising out of and in the course of their employment with the Court. Said benefit shall be payable to the beneficiary or beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" forms which shall be provided by the Court and shall be kept on file in the Court Personnel Office. Employees shall have the right to change the beneficiary or beneficiaries at any time during their employment with the Court by executing a "Change of Beneficiary" form as provided by the Court. In case an employee dies and is not survived by a designated beneficiary, or fails to execute a "Designation of Beneficiary" form, said death benefits shall be payable to the administrator or executor of the estate of the deceased employee.

All rights to such death benefits shall terminate upon termination of employment by reason of discharge, retirement, resignation or layoff. Termination of employment shall be deemed to occur when an employee ceases to be employed by the Court,

except that any employee who is granted a leave of absence because of disability or an approved maternity leave will nevertheless be considered still employed. Termination of employment shall not be deemed to include an employee who is under suspension for disciplinary reasons or an employee who shall have been unlawfully dismissed.

- b. In the event an employee dies and the employee's death occurs as a result of personal injury arising out of and in the course of their employment with the Court and the amount of benefits which would be payable under the Worker's Compensation Act would amount to less than \$100,000.00, the Court shall make a lump sum cash payment equal to the difference between the amount of \$100,000 and the total Worker's Compensation benefits, to the employee's beneficiary or beneficiaries designated on the "Designation of Beneficiary" form provided by the Court, or in the absence of execution of said form, to the administrator or executor of the employee's estate.
  - (1) For the purpose of determining the lump sum cash payment payable under the provisions of this section, the Court shall compute the "total Worker's Compensation benefits" as of the date of the employee's injury under the circumstances and considering the number of dependents at that time. The "total Worker's Compensation benefits" shall be computed to include (a) the total weekly benefits provided by the Worker's Compensation Act multiplied by the number of weeks payable (presently 500 weeks), (b) medical expenses payable, (c) burial expenses payable, and (d) any disability payments which have been paid or have become due for injury which is the proximate cause of death.
  - (2) For the purpose of computing the "total Worker's Compensation benefits," the spouse and minor children of the deceased employee and any person or persons partially dependent upon the deceased employee within the meaning of the Worker's Compensation Act shall be considered wholly dependent upon the deceased employee.
  - (3) Provisions of the Section 2b shall not be affected in any way by an election by the dependents of a deceased employee to receive Duty Disability Benefits under the provisions of the City Code in lieu of benefits under the Worker's Compensation Act.
- c. No benefits shall be payable under this section unless written application for such benefits is filed with the Court by the beneficiary or beneficiaries of the deceased employee designated on the "Designation of Beneficiary" form or by the administrator or executor of the estate of the said deceased employee within one (1) year after the employee's death or within one (1) year after the beneficiary, beneficiaries, administrator or executor of the estate shall have knowledge or reasonably should have knowledge of their right to make a claim, whichever occurs later.

- d. In the event that the beneficiary, beneficiaries or the estate of the deceased employee shall be paid benefits under subsection "a" thereof and compensation or benefits are subsequently paid or awarded for the same death to any person or persons under the Duty Disability Provision of the City Code or as a result of any proceeding instituted under the Worker's Compensation Act against the Court, the beneficiary, beneficiaries or estate of the deceased employee, as the case may be, shall be liable and shall repay to the Court the amount equal to the compensation of Duty Disability Benefits which are paid or awarded up to the sum of \$20,000.
- e. In the event that an employee dies within two (2) years after coverage is extended to the employee under this Section 2, and it is determined that the employee's death was due to suicide, no benefits shall be payable to any party or parties under this Section.
- f. No determination, presumption or finding made by the Court in the application of any of the provisions of Section 2 shall be binding upon the Court in any proceeding of the Worker's Compensation Act nor shall the same be an admission of liability under said Act.
- g. No action at law or in equity shall be brought by any person or persons to recover any provisions of this Section prior to the expiration of ninety (90) days after application for benefits and proof of death has been filed with the Court pursuant to subsection "c".

**Section 15.4. Section 125 Plan.** Employees covered by this Agreement may participate in the City's Section 125 Plan, as the same may be changed from time-to-time by the City. The terms of the Section 125 Plan are not incorporated into this Agreement and the City remains able to change the provisions of the Plan in its sole discretion.

**Section 15.5. Insurance Carrier.** The City reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs; provided, however, that the benefits provided shall remain substantially equivalent. Prior to changing carriers a special conference with the Union will be called to discuss the changes.

**Section 15.6. Employees Not Needing Health Care Insurance.** Court employees eligible for coverage under the City of Grand Rapids group health care plan who are also eligible for health care coverage provided by an employer other than the Court or the City of Grand Rapids and can provide proof of such coverage, may elect to opt out of the City of Grand Rapids group health care plan. Participating employees who opt out will receive \$150.00 per month. This amount will be deposited in any City authorized deferred compensation programs (ICMA 457 plan). This election shall take place annually. Emergency opt in shall be provided if the employee loses their eligibility for the alternate coverage. Upon submitting appropriate proof of loss of coverage, the employee shall be able to resume the City's insurance coverage. Every Court employee must be covered by health insurance.

**Section 15.7. Alternative High Deductible Health Care Plan.** The City reserves the right to create an alternate high deductible health care plan with a City sponsored Health Savings Account (HSA) and offer that plan on a voluntary basis to active employees after consultation with the GREIU.

## MISCELLANEOUS

**Section 16.0. Bulletin Boards.** The Court shall provide space for bulletin boards in mutually acceptable locations to be used by the Union for posting notices of interest to its members. The Union will supervise the placement of material on the Union bulletin boards. Only material authorized by the Chief Steward will be posted thereon. The Court will call to the attention of the Union any posted material it considers objectionable and it will have the material removed if it is inconsistent with the spirit of this Section.

**Section 16.1. No Discrimination.** The parties hereto agree that they shall not discriminate contrary to state or federal law. There will be no discrimination against any employee because of their duties as a Union official, steward, or committee member. The Court and the Union acknowledge their continuing responsibility to carry on equal employment practices whereby all employees will be given equal opportunity to be employed in positions which provide the greatest opportunity for use of their abilities.

**Section 16.2. Maintenance of Standards.** The Court agrees that all conditions of employment not otherwise provided for herein relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at the standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

**Section 16.3. Authorized Representatives.** In the absence of the Court or Union representatives who are authorized by this Agreement to take a specified action, such action may be taken by the person whom the Union or the Court authorized in writing to perform such action.

**Section 16.4 Supplemental Agreements.** All supplemental agreements modifying this Agreement are subject to approval by duly authorized representatives of the Court and the Union.

**Section 16.5. Validity.** If any portion of this Agreement is found to be illegal, such illegality shall not in any way affect any other parts of this Agreement.

**Section 16.6. Security Committee.** A courthouse Security Committee has been established pursuant to Michigan Supreme Court Administrative Order No. 2019-1. The Security Committee shall be comprised of representation from all chief judges, court administrators, offices located in the courthouse, Facilities Management, Kent County Sheriff Department and a GREIU and APAGR union representative.

The security committee shall:

- Develop and promote security policies and procedures regarding court security and emergency management.
- Establish goals and objectives specific to improving physical security, emergency preparedness, and employee training.
- Review all courthouse security incidents and take appropriate corrective measures to mitigate and/or eliminate any security vulnerabilities to prevent future reoccurrences.
- The security committee shall meet quarterly each year.

**Section 16.7. Intent and Waiver.** During negotiations, each party had the right to make proposals with respect to all bargainable matters. This sets forth the basic and full Agreement between the parties. During its life, neither will require the other to engage in further collective bargaining as to any matter whether mentioned herein or not, even though such matter(s) may or may not have been known or contemplated by the parties at the time of negotiations or signing of this Agreement.

**Section 16.8. Term of Agreement.** This Agreement shall be effective upon ratification and remain in full force and effect through June 30, 2025 at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall, on or before the one hundred eightieth (180) calendar day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as notice of intent to terminate. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations.

**Section 16.9. Notice of Termination or Modification.** Notice shall be in writing, addressed, if to the Union, at its regular address, Grand Rapids, Michigan, and if to the Court, to the 61<sup>st</sup> Judicial District Court, Grand Rapids, Michigan, or to any such address as the Union or the Court may make available to each other.

**Section 16.10. Direct Deposit/Debit Card.** All employees will be required to have their paycheck directly deposited into a bank or financial account or to receive their pay by means of a debit card. The Court will not use the disciplinary process to require employees to keep an account open.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 16<sup>th</sup> day of December, 2025.

**61<sup>ST</sup> JUDICIAL DISTRICT COURT**

By   
Angela T. Ross, Chief Judge

By   
Eric F. Cyman, Court Administrator

**GRAND RAPIDS EMPLOYEES INDEPENDENT UNION  
61<sup>ST</sup> DISTRICT COURT UNIT**

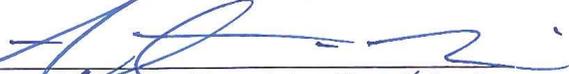
By   
Jeff Beke, President

By \_\_\_\_\_  
Jerry Toogood, 1<sup>st</sup> Vice President

By   
Jacob Vasquez, 2<sup>nd</sup> Vice President

By   
Vanessa Busch, Bargaining Team Member

By   
Ethan Magnan, Bargaining Team Member

By   
Antwain Wilson, Bargaining Team Member

## APPENDIX A

### CLASSIFICATION INDEX

Classification Title	Code No.	Salary Range	Salary Steps
Assistant Deputy Court Clerk	E01	8E	8
Urinalysis Technician	E02	1E	7
Urinalysis Lab Manager	E03	18E	8
Judicial Clerk	E06	15E	8
Court Operator	E11	17E	8
Alternative Sentencing Coordinator Specialist	E15	18E	8
Alternative Sentencing Coordinator Specialist/PSC Coordinator and PSC Coordinator	E15	20E	8
Deputy Court Clerk	E23	14E	8
Lead Work Assignment Clerk	E25	16E	8
Court Compliance Manager	E27	16E	8
<u>Historical Classification Titles</u>			
Clerk Typist	E01	4E	7
Court Recorder	E10	18E	7
Work Crew Supervisor	E15	16E	7
Deputy Court Clerk Specialist	E18	13E	7
Customer Service Representative	E19	13E	7
Deputy Court Clerk IV	E24	18E	7

The bargaining unit shall consist of the above-identified classifications in the following bargaining unit:

All regular full time and regular part-time employees of The 61<sup>st</sup> District Court, excluding all supervisory, confidential, professional, and seasonal employees, all elected officials, all employees who work less than 12 hours per week, and all other employees.

**APPENDIX B**  
**RESPONSIBILITY AREAS/NUMBER OF UNION STEWARDS**

Responsibility Areas (locations) and Number of Union Stewards

1 <sup>st</sup> Floor (Criminal/Traffic)	1
1 <sup>st</sup> Floor (Civil/Financial)	1
Probation/Off Site	1
Judicial	$\frac{1}{4}$
Total	$\frac{1}{4}$

## APPENDIX C

Annual and Hourly Salary Schedule Effective July 1, 2025 – June 30, 2026 Added G Step (Required 10 Years of Service) (4% Increase)								
Range		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
<b>01E</b>		\$21.9791	\$22.6385	\$23.3177	\$24.0172	\$24.7377	\$25.4798	
		\$45,717	\$47,088	\$48,501	\$49,956	\$51,454	\$52,998	
<b>08E</b>		\$21.2677	\$21.9865	\$22.6867	\$23.4813	\$24.1629	\$25.0712	\$25.8233
		\$44,237	\$45,732	\$47,188	\$48,841	\$50,259	\$52,148	\$53,713
<b>14E</b>		\$26.1491	\$27.0950	\$28.0416	\$29.1580	\$30.2555	\$31.3718	\$32.3130
		\$54,390	\$56,358	\$58,327	\$60,649	\$62,931	\$65,253	\$67,211
<b>15E</b>		\$27.0950	\$28.0416	\$29.1580	\$30.2555	\$31.3718	\$32.5827	\$33.5602
		\$56,358	\$58,327	\$60,649	\$62,931	\$65,253	\$67,772	\$69,805
<b>16E</b>		\$28.0416	\$29.1580	\$30.2555	\$31.3718	\$32.5827	\$33.8885	\$34.9052
		\$58,327	\$60,649	\$62,931	\$65,253	\$67,772	\$70,488	\$72,603
<b>17E</b>		\$29.1580	\$30.2555	\$31.3718	\$32.5827	\$33.8885	\$35.0424	\$36.0937
		\$60,649	\$62,931	\$65,253	\$67,772	\$70,488	\$72,888	\$75,075
<b>18E</b>		\$30.2555	\$31.3718	\$32.5827	\$33.8885	\$35.0424	\$36.2534	\$37.3410
		\$62,931	\$65,253	\$67,772	\$70,488	\$72,888	\$75,407	\$77,669
<b>20E</b>		\$32.5827	\$33.8885	\$35.0424	\$36.2534	\$37.4644	\$38.6944	\$39.8552
		\$67,772	\$70,488	\$72,888	\$75,407	\$77,926	\$80,484	\$82,899

**Annual and Hourly Salary Schedule Effective July 1, 2026 – June 30, 2027**  
**Added G Step (Required 10 Years of Service)**  
**(3.5% Increase)**

<b>Range</b>		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
<b>01E</b>		\$22.7484	\$23.4308	\$24.1338	\$24.8578	\$25.6035	\$26.3716	
		\$47,317	\$48,736	\$50,198	\$51,704	\$53,255	\$54,853	
<b>08E</b>		\$22.0121	\$22.7560	\$23.4807	\$24.3031	\$25.0086	\$25.9487	\$26.7271
		\$45,785	\$47,333	\$48,840	\$50,551	\$52,018	\$53,973	\$55,592
<b>14E</b>		\$27.0643	\$28.0433	\$29.0231	\$30.1785	\$31.3144	\$32.4698	\$33.4440
		\$56,294	\$58,330	\$60,368	\$62,771	\$65,134	\$67,537	\$69,563
<b>15E</b>		\$28.0433	\$29.0231	\$30.1785	\$31.3144	\$32.4698	\$33.7231	\$34.7348
		\$58,330	\$60,368	\$62,771	\$65,134	\$67,537	\$70,144	\$72,248
<b>16E</b>		\$29.0231	\$30.1785	\$31.3144	\$32.4698	\$33.7231	\$35.0746	\$36.1269
		\$60,368	\$62,771	\$65,134	\$67,537	\$70,144	\$72,955	\$75,144
<b>17E</b>		\$30.1785	\$31.3144	\$32.4698	\$33.7231	\$35.0746	\$36.2689	\$37.3570
		\$62,771	\$65,134	\$67,537	\$70,144	\$72,955	\$75,439	\$77,703
<b>18E</b>		\$31.3144	\$32.4698	\$33.7231	\$35.0746	\$36.2689	\$37.5223	\$38.6479
		\$65,134	\$67,537	\$70,144	\$72,955	\$75,439	\$78,046	\$80,388
<b>20E</b>		\$33.7231	\$35.0746	\$36.2689	\$37.5223	\$38.7757	\$40.0487	\$41.2501
		\$70,144	\$72,955	\$75,439	\$78,046	\$80,653	\$83,301	\$85,800

**Annual and Hourly Salary Schedule Effective July 1, 2027 – June 30, 2028**  
**Added G Step (Required 10 Years of Service)**  
**(3% Increase)**

<b>Range</b>		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>
<b>01E</b>		\$23.4309	\$24.1337	\$24.8578	\$25.6035	\$26.3716	\$27.1627	
		\$48,736	\$50,198	\$51,704	\$53,255	\$54,853	\$56,499	
<b>08E</b>		\$22.6725	\$23.4387	\$24.1851	\$25.0322	\$25.7589	\$26.7272	\$27.5289
		\$47,159	\$48,752	\$50,305	\$52,067	\$53,578	\$55,592	\$57,260
<b>14E</b>		\$27.8762	\$28.8846	\$29.8938	\$31.0839	\$32.2538	\$33.4439	\$34.4473
		\$57,983	\$60,080	\$62,179	\$64,654	\$67,088	\$69,563	\$71,650
<b>15E</b>		\$28.8846	\$29.8938	\$31.0839	\$32.2538	\$33.4439	\$34.7348	\$35.7768
		\$60,080	\$62,179	\$64,654	\$67,088	\$69,563	\$72,248	\$74,416
<b>16E</b>		\$29.8938	\$31.0839	\$32.2538	\$33.4439	\$34.7348	\$36.1268	\$37.2107
		\$62,179	\$64,654	\$67,088	\$69,563	\$72,248	\$75,144	\$77,398
<b>17E</b>		\$31.0839	\$32.2538	\$33.4439	\$34.7348	\$36.1268	\$37.3570	\$38.4777
		\$64,654	\$67,088	\$69,563	\$72,248	\$75,144	\$77,702	\$80,034
<b>18E</b>		\$32.2538	\$33.4439	\$34.7348	\$36.1268	\$37.3570	\$38.6480	\$39.8073
		\$67,088	\$69,563	\$72,248	\$75,144	\$77,702	\$80,388	\$82,799
<b>20E</b>		\$34.7348	\$36.1268	\$37.3570	\$38.6480	\$39.9390	\$41.2502	\$42.4876
		\$72,248	\$75,144	\$77,702	\$80,388	\$83,073	\$85,800	\$88,374

## **LETTER OF UNDERSTANDING REGARDING COURT OPERATORS, COURT RECORDERS AND JUDICIAL CLERKS**

The normal work schedule as understood by the Court for Court Operators, Court Recorders and Judicial Clerks follows the hours of Court operation, which is from 7:30 am (with an hour of unpaid lunch) or 8:00 am (with a half hour of unpaid lunch) through 4:30 pm with up to an hour unpaid lunch period. The Court and the Union agree to allow Court Recorders and Judicial Clerks to request flexible work schedules in accordance with the following:

1. The proposed work schedule must be without financial cost to the Court and cannot involve acting assignment pay or scheduled overtime to cover the time that an employee would be off due to a flexible schedule. If the Court's schedule causes the employee to work past the end of their flexible schedule the employee will be expected to adjust their schedule during the remainder of the work week so as not to exceed 40 for the work week. This can be achieved by the employee reporting to work later, taking a longer lunch or leaving earlier with the approval of their supervisor or the court administrator. The provisions of Section 6.6 shall not be applicable to employees working on a flexible work schedule. Employees on a flexible work schedule who work longer on a particular day than was anticipated when their schedule was approved shall, subject to the needs of the Court, be expected to modify the hours to be worked in a subsequent workday in that workweek to ensure that they do not work more than 40 hours in that workweek. These employees will be paid time and one half their regular rate of pay for all hours worked in excess of 40 in a workweek and for all hours required by the Court to be worked after 4:30 pm that are not part of their approved flexible schedule.
2. The proposed work schedule must not impair the Court's ability to efficiently function. Employees must be able to cover for each other so that the flexible schedule does not affect judicial case processing.
3. The proposed work schedule cannot create any different work requirements for other Court employees.
4. In weeks when a holiday occurs, the employee's schedule must be adjusted to insure that the employee works the same number of scheduled hours as full time employees not working a flexible schedule, which can include scheduling vacation.
5. The Court will review all requests for flexible schedules and will endeavor to approve those that satisfy the above criteria. In the event of potential conflict among employees requesting the same time off, the employees will be requested to submit revised work schedules to attempt to eliminate the conflict. The Court will normally resolve conflicts by giving a preference to the senior applicant subject to the needs of the service; but the granting of any flexible work schedule is in the sole discretion of the Court. Upon request, the Court will provide the Union with an explanation of its reasons to give preference to a less senior employee.

6. If the Court approves a flexible schedule, that employee will be provided with a written schedule of their work hours and the employee will be expected to continue on that schedule for a period of six (6) months, provided that the Court may approve change in emergency situations. The Court may modify an approved flexible work schedule on a temporary basis in order to achieve necessary staffing levels due to scheduled vacations or absences of employees due to an illness that lasts a week or longer. In addition, the Court may cancel an employee's previously approved flexible schedule with two weeks advance notification in instances where the Court determines that the flexible schedule is no longer appropriate. The employee within the first thirty (30) days of working a flexible schedule may revert to their previous schedule. The Union will be provided with a copy of the revised work schedule and will be required to agree with the proposed changes if any provisions of the existing Agreement other than Section 6.6 are modified to permit that proposed work schedule.
  
7. The provisions of this experimental flexible scheduling program may be terminated by either party upon five (5) working days' notice. In the event of a termination of this experimental program, all employees working on approved flexible schedules will, within two (2) weeks of said notice, return to working the normal hours established by the Court.

**61<sup>ST</sup> JUDICIAL DISTRICT COURT**

*Michael J. Distel 1/13/2023*  
 Chief Judge Michael J. Distel

**WITNESSES:**

*Tanya Todd 1/6/23*  
 Tanya Todd  
 Court Administrator

**GRAND RAPIDS EMPLOYEES INDEPENDENT UNION/61<sup>ST</sup> DISTRICT COURT UNIT**

*[Handwritten signatures]*

## **Memorandum of Understanding (MOU) Work Crew Supervisor Reclassification**

The 61<sup>st</sup> District Court and Grand Rapids Employees Independent Union (GREIU) have been advised, met, and discussed the reclassification of the current three Work Crew Supervisor positions and have agreed as follows:

1. The employees in these positions included Doug Bentz, Brad Hutchens, and Andrew Leighty. Brad Hutchens transferred to another city department.
2. One Work Crew Supervisor position will be reclassified as Alternative Sentencing Coordinator Specialist at the 18E pay scale (listed below). This reclassification is considered a promotion for the incumbent employee, Doug Bentz, and his starting rate will be adjusted accordingly. Doug assumed this position.
3. One Work Crew Supervisor position will be reclassified and named the Alternative Sentencing Coordinator Specialist and PSC Coordinator on the 20E pay scale (listed below). This reclassification is considered a promotion for the incumbent employee, Andrew Leighty, and his starting rate will be adjusted accordingly. Andrew assumed this position.
4. One Work Crew Supervisor position will be reclassified as a Deputy Court Clerk.
5. These positions will remain in the GREIU bargaining unit. Nothing shall affect the seniority rights or other rights bestowed upon Doug Bentz or Andrew Leighty by the collective bargaining unit based on their years of service. Their status in the GREIU shall remain the same except as identified in this MOU.
6. No layoffs will occur as a result of this reclassification.
7. In order to maintain adequate coverage and availability with partner organizations, the general hours of work for these positions shall be from 7:30 a.m. – 4:00 p.m.
8. The team may be required to work outside of the normal schedule no more than six times per year, but typically an average of two to four times per year. This would involve community engagements or other events as is necessitated by the positions and roles of involvement. The assignments for work outside of the normal schedule would be rotated among the three positions. If there is reason to schedule for more than six times per calendar year, then advance notice shall be given and participation subject to availability of the individuals in these positions.
9. The reclassifications described in Points 2 and 3 are acknowledged as promotions for the affected employees. Accordingly, their starting rates shall be determined based on the promotional pay policy in accordance with the GREIU collective bargaining agreement and City policies.

This MOU is signed by each party's authorized representatives.

**Alternative Sentencing Coordinator Specialist  
Pay Scale**

Position Code	Salary Range	H	A	B	C	D	E	F
TBD	18E	\$27.4726	\$29.0919	\$30.1651	\$31.3296	\$32.5851	\$33.6946	\$34.8590
		\$57,142.95	\$60,511.06	\$62,743.39	\$65,165.47	\$67,777.08	\$70,084.67	\$72,506.76

**Alternative Sentencing Coordinator Specialist and PSC Coordinator  
Pay Scale**

Position Code	Salary Range	H	A	B	C	D	E	F
TBD	20A	\$29.5101	\$31.3295	\$32.5851	\$33.6946	\$34.8590	\$36.0235	\$37.2062
		\$61,381	\$65,165	\$67,777	\$70,085	\$72,507	\$74,929	\$77,389

  
 Chief Judge Angela T. Ross  
 61<sup>st</sup> District Court Chief Judge

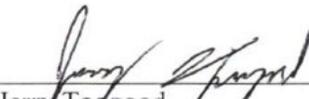
9/27/24  
 Date

  
 Jennifer Faber  
 61<sup>st</sup> District Court Chief Judge  
 Pro- Tempore

9/30/2024  
 Date

  
 Jeff Beke  
 GREIU President

10-2-24  
 Date

  
 Jerry Topgood  
 GREIU 2<sup>nd</sup> President

10-1-24  
 Date