

AGREEMENT

BETWEEN

CITY OF GRAND RAPIDS / 61st DISTRICT COURT

AND

**ASSOCIATION OF PUBLIC ADMINISTRATORS
OF GRAND RAPIDS**

JANUARY 1, 2007 – JUNE 30, 2010

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AGREEMENT

This Agreement, entered into as of the 21st day of October 2008, between the 61st Judicial District Court (hereinafter referred to as the "Employer" or the "Court") and the Association of Public Administrators of Grand Rapids (hereinafter referred to as the "Association").

RECOGNITION

Section 1.0. Collective Bargaining Unit. The Employer recognizes the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the Bargaining Unit described below:

All full time and regular part time administrative and supervisory employees of the Court (Chief Probation Officer, Deputy Chief Probation Officer, Deputy Clerk Supervisor, Administrative Assistant, Probation Officer I, Alternative Sentencing Coordinator, DART/VIP Coordinator, Victim Service Counselor, Pre-trial Officer and Clinical Social Worker) but excluding Judges and Magistrates, executive employees (Court Administrator and Deputy Court Administrator), non-supervisory employees, confidential employees, temporary employees, seasonal employees and all other employees.

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

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 Employer as permanent.

Regular Part-Time Employee: A regular part-time employee is an employee who is working less than forty (40) hours but at least ten (10) hours per week on a regular schedule at a job classified by the Employer as permanent.

Irregular Employee: An irregular employee is an individual not included within the above definitions of full-time or regular part-time employee who is working on any other basis, including temporary, seasonal or interns.

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

Section 1.2. Volunteers and Irregular Employees. The Employer reserves the right to utilize volunteers and irregular employees from time to time. Irregular employees shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement. The Union recognizes that the performance of bargaining unit work by irregular employees and volunteers shall be permitted and shall not constitute a violation of this Agreement; provided however, that such individuals shall not be hired or utilized so as to cause a full-time employee to lose time from their regularly scheduled hours.

ASSOCIATION RIGHTS

Section 2.0. Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee consisting of up to three (3) employees selected by the Association in a manner determined by the Association. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. The Association's Collective Bargaining Committee are also Contract Representatives, who shall act in a representative capacity for the purpose of processing grievances. Members of the Collective Bargaining Committee may be released from work to engage in collective bargaining negotiations, provided such release will not interfere with the orderly and efficient operation of the Employer. Members of the Bargaining Committee shall be paid at their regular rate of pay for all reasonable time lost from their regularly scheduled hours in order to participate in collective bargaining negotiations; provided, however, that preparation for negotiations and meetings with other bargaining unit members shall be conducted outside of working hours unless authorized in writing by the Court Administrator or designated representative or covered by Association leave. Payment of time spent in collective bargaining sessions shall not be considered hours worked for any other purpose and shall not result in any entitlement to overtime compensation. The Court will grant representatives of the Association up to eighteen (18) hours of paid leave time each year (non-accumulative) for use as determined by the Association. Association leave must be scheduled in advance with the Court, but requests will be denied if its use would conflict with the needs of the Court.

Section 2.1. Grievance Conference Release Time. An Association representative and the grievant shall be allowed reasonable release time with pay to prepare for and attend

any scheduled grievance conferences. However, such release time shall not be considered hours worked for any other purpose and shall not result in any entitlement to overtime compensation.

Section 2.2. Arbitration and Administrative Hearing Release Time. The Contract Committee representative and the grievant shall be allowed release time with pay to attend scheduled arbitration or other administrative hearings. The Contract Committee representative will be allowed four (4) hours release time with pay to prepare for each scheduled arbitration case. However, such release time shall not be considered hours worked for any other purpose and shall not result in any entitlement to overtime compensation.

Section 2.3. Special Conferences. The Employer and the Association 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 issues to be discussed and the reason(s) for requesting the conference. Discussion shall be limited in scope to the matters set forth in the request. The conference shall not be used to renegotiate provisions of this Agreement. Special conferences shall be held within fifteen (15) work days of receipt of the request. Each party shall be represented by not more than two (2) persons unless otherwise mutually agreed upon. A written summary of the conference discussion will be prepared by the Employer's representative and provided to the Association following the meeting. Employee representatives of the Association attending special conferences will be paid for time spent in special conferences, but only for straight time hours they would otherwise have worked on their regular schedule. (Not to exceed more than two (2) employees.) Release of Employee/Association representatives to attend special conferences shall be arranged by the Court Administrator/Deputy Court Administrator.

Section 2.4. No Strike. The Association and its members recognize that strikes by public sector employees are illegal in the State of Michigan. The Association agrees not to call or support in any manner a strike by its members. The Association's members agree not to engage in a strike and to faithfully fulfill their duties and responsibilities as assigned even in the event of a strike or picket by any other employees, organizations, or individuals.

Section 2.5. No Discrimination. The Employer and the Association recognize and agree to abide by their legal obligations not to discriminate based on race, religion, national origin, sex, age, height, weight, marital status, veteran status, or handicap. The parties also agree that they will not discriminate against any employee because of their

membership in or refusal to join the Association. Allegations of violations of this section are not subject to the grievance or arbitration provisions of this Agreement and are to be remedied solely through available statutory remedies.

Section 2.6. Identification of Union Representatives. The Court's Administrator/Deputy Administrator shall be informed in writing of the names of the Contract Representatives and any changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice. The Association shall also advise the Court's Administrator in writing of the names of officers of the Association and any changes therein, immediately upon their selection or election.

ASSOCIATION SECURITY

Section 3.0. Association Service Fee. All employees included in the collective bargaining unit set forth in Article 1, Section 1 shall, as a condition of employment, become and remain a member in good standing of the Association or pay a service fee to the Association. This obligation to pay a service fee to the Association shall commence upon an employee's initial employment within the collective bargaining unit. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic dues and initial processing fee uniformly required of Association members. The Association shall advise the Employer in writing of the amount of its dues and any changes thereto. An employee's obligation to pay a service fee to the Association may be satisfied by direct payment to the Association by the employee of the service fee, or by payment of the service fee in accordance with the checkoff provisions of this section.

Section 3.1. Failure to Pay Dues or Service Fees. In the event that a member of the bargaining unit fails to pay dues or a required service fee directly to the Association, or to authorize payment of the dues or a service fee through payroll deduction, the Association may request the imposition of a mandatory deduction of the dues or service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Association shall notify the employee of non-compliance by certified mail or by personal written notice, return receipt requested, a copy of which shall be provided to the Employer. The notice shall detail the facts of the non-compliance and inform the employee that a request for a wage deduction may be filed with the Employer in the event compliance is not timely effected. If the employee fails to remit the dues or the service fee or authorize a deduction for the dues or service fee, the Association may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee. Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing within the

next ten (10) working days limited to the question of whether or not the employee has remitted the dues or service fee to the Association or authorized payroll deduction for the dues or service fee; provided, however, that should any employee be contesting their obligation to pay the dues or the service fee or the proper amount of the dues or the service fee in any forum, the hearing shall not be held until thirty (30) working days after the decision of that forum becomes final. The Employer agrees to impose a mandatory deduction for the dues or the service fee if it determines after the hearing that the employee has not paid dues or a required service fee in an amount lawfully established by the Association or if the employee does not request a hearing within the ten (10) working day request period. All dues and service fees so deducted shall be promptly remitted to the Association at an address authorized for this purpose within twenty (20) days following the deduction.

Section 3.2. Checkoff.

(a) The Association will provide the Employer with checkoff-authorization forms. The Employer will advise the Association Treasurer by e-mail of the names of all new employees upon their initial hire with the Court in a position covered by this Agreement and will provide those new employees with a copy of the checkoff form. The Employer will forward to the Association's business office copies of all completed check-off forms that are returned to it by employees.

(b) During the term of this agreement, the Employer agrees to deduct service fees, or if applicable, Association membership dues from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper checkoff authorization in a form which shall be supplied by the Association. Any written authorization which lacks the employee's signature will be returned to the Association.

(c) All authorizations filed with the Employer shall become effective the first (1st) full payroll period after receipt by the Employer and each succeeding payroll period, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee service fee obligation, or if applicable, Association membership dues owed for the previous payroll period. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Association at an address authorized for this purpose.

(d) If a dispute arises as to whether or not an employee has properly executed or properly revoked a written checkoff authorization form, no further deductions shall be made until the matter is resolved.

(e) The Employer's sole obligation under this Section is limited to the deduction of service fees, and, where applicable, Association membership dues. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.

Section 3.3. Indemnification. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, and attorney's fees that arise out of or by reason of action taken by the Employer pursuant to Sections 3.0, 3.1 or 3.2.

MANAGEMENT RIGHTS

Section 4.0. Management Rights. The Association recognizes that the prerogatives of the Court to operate and manage its affairs in all respects in accordance with its responsibility and the powers of authority which the Court has not officially abridged, delegated, or modified by this Agreement are retained by the Court. The 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 Employer. The Employer will attempt to afford overtime assignments equally, insofar as practical, among employees who normally perform the work within a classification and department.

SENIORITY

Section 5.0. Seniority. Seniority shall be defined as the length of an employee's continuous service with the Court since the employee's last date of hire, provided however that employees hired after July 1, 1997 as part time employees will only accrue one half month of seniority for each month or portion of a month that they work as a part-time employee. Seniority shall entitle an employee only to such rights as are expressly provided for in this Agreement. Employees who commence work on the same date shall be placed on the seniority list in order of the highest social security number.

Section 5.1. Seniority List. The Court maintains a seniority list by classification seniority and seniority. The seniority list shall be available to all employees through the Court's computer system and a copy provided to the Association's Chairperson when changes are made.

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. The Employer may increase the probationary period by an additional three (3) months upon written notification to the employee and the Association. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The Association shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement with recourse to the Grievance Procedure. 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.

WAGE/FRINGE BENEFITS

Section 6.0. Wages. During the term of this Agreement, wages shall be as set forth in Appendix A.

Section 6.1. Shift Differential. In the event that the Employer creates a second shift for employees in this unit, the Association and the Employer will bargain over shift differential.

Section 6.2. Pay Changes.

1. **Purpose.** The following provisions govern the assignment of pay steps to employees of the court covered by this plan.
2. **Definitions**
 - a. Promotion means a change in employment to a position class which has a higher maximum salary.
 - b. Demotion means a change in employment to a position class which has a lower maximum salary. An employee whose request for a

voluntary demotion is granted, shall have the change designated as a voluntary demotion.

- c. Transfer means a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
- d. Reclassification means the changing of a position from one (1) class to another based on the duties involved.
- e. Salary Step Increase means an increase in compensation to the next higher step in the same pay range.
- f. Acting Assignment means an assignment for a limited time to a classification as determined by the needs of the service; such assignment does not constitute a promotion or change of status, notwithstanding any provision or rule to the contrary. Acting assignments will be offered to the employee considered by the Employer to be best qualified for the assignment. In the event that no qualified employee desires the acting assignment, the acting assignment will be given to the employee with the least seniority considered to be qualified for the assignment by the Employer.

3. **Anniversary Dates**

a. Establishment

- (1) Original Employment and Re-employment. The date one (1) year after completion of the probationary period and the corresponding date each year thereafter.
- (2) Promotion. The date one (1) year after completion of the new job probationary period and the corresponding date each year thereafter.
- (3) Transfer. The anniversary date remains unchanged.

- (4) Demotion. The date six (6) months after the effective date thereof and the corresponding date each year thereafter.
- (5) Reclassification. The date six (6) months after the effective date thereof and the corresponding date 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 Determination**

- 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 of his/her salary schedule, provided the employee is not at the maximum salary step of his/her range.
- c. Anniversary Date
 - (1) Prior to the occurrence of each anniversary date, every employee who has not already obtained his/her highest salary step shall be considered for a salary step increase on such date. Such consideration shall be made by the employee's supervisor.
 - (2) Each consideration found to be in good order by the employee's supervisor shall be referred to the Chief Judge/Court Administrator or Deputy Court Administrator for final determination.
 - (3) Pay increases on anniversary dates shall not be based merely

on the passage of time, but rather shall be given if the employee's work has been satisfactory relative to the requirements of his/her position.

An employee's performance shall be evaluated semi-annually; however, any performance deficiency shall be brought to the attention of the employee as noted by the supervisor and documented in writing as necessary. Once the employee reaches the maximum salary step of their range, they shall be evaluated in writing at least annually.

- (4) 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 his/her position. Another evaluation would occur in three (3) months and a satisfactory rating would entitle the employee to a step increase.

- d. Promotion or Upward Reclassification. Employees who are promoted or whose position are reclassified to a class in a higher pay range shall initially be paid at the first salary step in such range which is higher than the salary received immediately before such promotion or reclassification unless a higher salary step is approved by the Chief Judge.
- e. Increase Upon Assignment to Temporary Acting Duty. When the exigencies of the service require the acting assignment of an employee to the duties of a higher classification for a period in excess of thirty (30) days, the Court Administrator/Deputy Court Administrator may order the payment of rate of compensation within the range allocated to such higher classification.

Temporary assignment of higher level duties for periods of thirty (30) days or fewer shall not qualify an employee for payments as provided above.

- f. Acting Assignment. In the event a probation officer is required by the Court Administrator/Deputy Court Administrator to assume the responsibility of the Deputy Chief Probation Officer or the Chief Probation Officer on a temporary basis for an extended period of time (four or more hours) and performs a majority of that supervisor's responsibilities, that employee shall be compensated at the first step of the supervisor's salary scale which exceeds the employee's current rate of pay.
- g. Transfers. An employee who is transferred shall initially be paid at the same salary step he/she was on immediately before such transfer.
- h. 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 determines that it be in the best interest to assign a higher authorized salary step or unless he/she previously held a higher step in the lower class in which case he/she shall be paid at the higher salary step.
- i. Effective Date of Changes in Compensation. All changes in compensation shall be effective as of the date indicated on the payroll advice form. In the case of merit increases, the effective date will be the date of the anniversary.
- j. Wage Adjustments. Upon completion of performance reviews, the Chief Judge/Court Administrator/Deputy Court Administrator shall make the appropriate wage adjustments for each covered employee, based on satisfactory performance evaluations and the conditions of this agreement relative to the requirements of his or her position.
- k. Other Pay Changes. Compensation changes resulting from promotions, transfers, demotions, and reclassifications shall be consistent with the terms of this agreement and shall be effective as of the date indicated on the payroll advice form.

Section 6.3. Longevity Pay Longevity pay is a supplemental lump sum payment based upon the length of the employee's continuous service with the Court. Employees eligible for longevity pay receive payments at specified intervals in accordance with the following schedule:

<u>Years of Service</u>	<u>Amount</u>	<u>Longevity Pay Step</u>
05 through 09	\$ 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

An employee qualifies for longevity pay on the date when five (5), ten (10), fifteen (15), twenty (20) or twenty-five (25) years of continuous service are completed. Continuous service is that service uninterrupted by resignation or discharge, and includes time on a military leave, while receiving income maintenance payments, and time of sixty (60) days or less spent on an unpaid leave of absence, workers compensation or a layoff. Time spent in excess of sixty (60) days on an unpaid leave of absence (except military), workers compensation or layoffs postpones the longevity qualification date for the total period of separation; however, time previously served toward the next longevity qualification date will be credited when the employee returns to the payroll.

The longevity earning date refers to the date that an employee begins to earn longevity pay and shall be the first date of the month immediately following that employee's longevity qualification date. Longevity pay shall be for the periods of service from June 1 to November 30; payable on the first pay date in December; and December 1 to May 31, payable on the first pay date in June. Eligible employees shall be paid one half of the annual longevity pay amount applicable to their longevity pay level on each longevity payment date, provided that employees will receive a prorated payment if they have qualifying months of service at different longevity payment levels during the previous six (6) months longevity payment period.

An employee terminating employment with the Court prior to June 1 or December 1 will receive longevity pay on a prorated time basis for the full calendar months served since the last longevity payment date. An employee absent from service due to leave of absence, while receiving income maintenance payments or workers compensation

benefits will receive longevity pay on a prorated time basis for the full calendar months served payable upon return to service. An employee who works twelve (12) or more days in any calendar month will earn longevity credit for that month.

Section 6.4. Car Allowance. Employees properly authorized and directed by the Employer to use their personal automobiles in the performance of Employer business shall be paid at the city approved rate per mile for such use.

Section 6.5. 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 City/County ramp. Free parking may be excluded on certain high-use days. Notice of such non-use days will be posted on the Association bulletin board and given to the designated Association representative.

Section 6.6. 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 6.7. 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:

1. The employee must receive a final course grade of a "C" or better. Courses for reimbursement must be approved by the Employer in advance.
2. Only tuition costs are subject to being reimbursed (e.g., books and lab fees would not be reimbursed).
3. Each employee may be entitled to receive reimbursement for up to six (6) courses per fiscal year, subject to availability of funds.
4. 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 his/her employment with the Employer.

Each request shall be considered on its merits and no request shall be unreasonably denied. A request may be denied or granted in part where the reimbursement amount requested by all City employees exceeds the amount budgeted by the City for tuition reimbursement.

Section 6.8. Training Programs. Training programs are available to professional and management employees through the Human Resources Department. Training programs are developed to increase employee skills and effectiveness to meet on-the-job requirements. Human Resources Department Staff is available to provide assistance in identifying training needs and coordinating and conducting training programs.

Section 6.9. Support Programs. Counseling services to help identify the causes of deteriorating job performance are available to employees through the Human Resources Department. Employees are referred to outside agencies for assistance in problem resolution as appropriate.

Section 6.10. Conferences. Depending on the departmental service program, employees may be selected to attend conferences or other functions that contribute to their professional development. A department director may request in his/her budget a professional development allocation to be used at his/her discretion for professional development purposes. The requested allocation may be expended for any professional development purpose unless otherwise restricted by the Chief Judge, as in the case of travel bans or freezes.

Section 6.11. Overtime. Employees who work over 40 hours in a week shall be entitled to compensatory time, with the prior approval of the Court Administrator or Deputy Court Administrator. Exempt employees (Chief Probation Officer, Deputy Chief Probation Officer, Assignment Clerk/Deputy Clerk Supervisor and Deputy Clerk Supervisors) shall accrue time at straight time. Non-exempt employees shall accrue time at one and one-half time. The maximum accumulation of compensatory time shall be 100 hours. Any other overtime worked shall be paid out in the pay period in which it is earned. Compensatory time off shall be mutually scheduled between the employee and his/her supervisor. Time not used by the last day of employment will be paid off at the wage rate in effect at the time of termination. All overtime must be authorized. The Court Administrator or the Deputy Court Administrator shall determine the procedure for authorizing overtime.

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 1.190-1.203), 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 Association 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 Association. 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 two and seven tenths percent (2.7%) times the employee's period of credited service to the nearest one-twelfth year up to a maximum multiplier of 94.5% (97.5% for employees hired prior to 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 4.00% of their gross pay to the retirement plan. A 1% non-compounding pension escalator after four (4) years of retirement shall be applied to all employees who retire after October 21, 2008. The 13th check shall be eliminated for all employees who retire after October 21, 2008, but those retirees would be considered as eligible retirees for purposes of determining how the 13th check is calculated and distributed. A complete summary of the benefits available under the Pension Plan is available through the City Retirement Office.

VACATION

Section 8.0. Vacation Crediting. During the initial calendar year of employment, full time employees shall be immediately credited with an amount of vacation leave based upon the formula of 5/6 of a work day times the number of months remaining in the calendar year from the date of employment. On the first day of the calendar year following the date of employment, a full time employee shall be credited with 88 hours (11 work days) of vacation leave. Regular part time employees who work at least half time will be credited with pro rated 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 in a month (excluding overtime) to 160, times the amount of vacation leave that would have been credited to a full time employee, rounded to the nearest half hour.

2. On the first day of the calendar year following completion of an employee's second (2nd) through sixteenth (16th) years of continuous service, full time employees will be credited with vacation leave in accordance with the following schedule:

Years of Continuous Service	Vacation Leave Credited on January 1
1 year	88 hours (11 days)
2 years	96 hours (12 days)
3 years	104 hours (13 days)
4 years	112 hours (14 days)
5 years	120 hours (15 days)
6 years	128 hours (16 days)
7 years	136 hours (17 days)
8 years	144 hours (18 days)
9 years	152 hours (19 days)
10 years	160 hours (20 days)
11 years	168 hours (21 days)
12 years	176 hours (22 days)
13 years	184 hours (23 days)
14 years	192 hours (24 days)
15 years	200 hours (25 days)
16 years	208 hours (26 days)

Regular part time employees who work at least half time will be credited on the same date with prorated vacation 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 44 hours after 1 year and .75 FTE will earn 66 hours).

Full time employees earn 1/12th of their annual vacation accrual when they work for or receive pay from the Employer for at least ninety-six (96) hours during any calendar month. Eligible part time employees earn 1/12th of their annual vacation accrual when they work for or receive pay from the Employer for a prorated number of the ninety-six (96) hours required of full time employees based upon the ratio of their regularly scheduled hours to that of a full time employee during any calendar month (.5 FTE must work 48 hours per month and .75 FTE must work 72 hours per month). Employees who fail to work the required number of hours in any month will have their annual vacation accrual reduced by 1/12th.

The Court reserves the right to place newly hired employees at advanced steps on the vacation schedule.

Section 8.1. Vacation Definitions

- a. Service is defined as any period of time for which an employee receives wages.
- b. Vacation Day is that period of time equal to eight (8) hours or one (1) regularly scheduled normal work day.
- c. Work Week is that 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 is service as defined by (a) above, uninterrupted by resignation or discharge.

Section 8.2. Use of Vacation. Vacation will be scheduled with due regard for employee preference and service needs. Employees shall be allowed to maintain a maximum accumulation of forty (40) days of vacation from one calendar year to another. Any earned vacation in excess of forty (40) days shall be considered void. Provided, however, that any employee may maintain a balance of sixty-eight (68) days between the calendar period from January 1 and November 30 of each calendar year. An employee who is in jeopardy of losing vacation days in any year may elect to convert up to forty (40) hours of vacation into sick leave hours. The employee must give written notice to the Court Administrator/Assistant Court Administrator of such election by

November 15th in order to convert vacation into sick leave during that year. An employee will be limited to a maximum conversion of one hundred twenty (120) hours during their employment with the Court.

Section 8.3. Vacation Pay Advance. An employee going on vacation and desiring to be paid in advance should submit a pay assignment to the City Comptroller. Pay advances should not exceed amounts for which departmental payrolls have been prepared or are in process, less any prior obligations. (Contact the payroll clerk in Administration to arrange pay advances.)

Section 8.4. Cash in Lieu of Vacation Leave. Upon termination or death, an employee will be paid in full to the nearest one-half (2) day for all unused vacation.

GRIEVANCE PROCEDURE

Section 9.0. Grievance Definition. A grievance is any dispute, controversy or difference between the Employer 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. Upon mutual agreement, the Employer and the Association may 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 Association or the employees represented by the Association, the grievance shall be considered withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, 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. Oral Step. Any potential grievance may be discussed verbally by the potential grievant and the APA Representative and the Court Administrator or Deputy Court Administrator. If the matter is not resolved in such discussion, it may be initiated as a grievance in Step 2.

Step 2. Written Step. Step 2 grievances must be initiated in writing within ten (10) working days of their occurrence, not including the day of occurrence. Within ten (10) working days of such presentation, the Court Administrator or Deputy Court Administrator shall meet with no more than three (3) representatives of the Association to discuss the grievance. The Court Administrator or Deputy Court Administrator shall reply to the grievance in writing within ten (10) working days of such meeting, not including the day of presentation. If not settled by such answer, the grievance may be advanced to Step 3. The Association may initiate its grievances at Step 2 of the grievance procedure and must process them through Step 2 before they are taken to Step 3. An Association grievance is one in which a right given by this Agreement to the Association as such is alleged to have been violated or is one in which the employee's immediate supervisor did not take the action complained of or is one in which the action complained of represents Employer policy.

Step 3. Arbitration.

a. The Association may request arbitration of any unresolved grievance which is arbitrable by delivering a written request to arbitrate to the Court Administrator/Deputy Court Administrator within forty-five (45) calendar days following the receipt of the Court's written disposition in Step 2 of the grievance procedure. If the Court fails to answer a grievance within the time limits set forth in Step 2 of the grievance procedure, the Association may request arbitration by delivering a written request to arbitrate to the Court Administrator/Deputy Court Administrator not later than forty-five (45) calendar days following the date the Court's written Step 2 disposition was due. If the Association does not request arbitration within the time limits established herein, the grievance shall be considered withdrawn.

The Employer and the Association will arrange for a pre-arbitration conference within five (5) working days after the timely submission of a request to arbitrate. The purpose of the pre-arbitration conference shall be to attempt to resolve the dispute. If the matter cannot be resolved, the parties shall first attempt to mutually select an arbitrator from the attached list to resolve the dispute. If the parties are unable to mutually agree upon an arbitrator, the Association shall within ten (10) working days request the Federal

Mediation and Conciliation Service to provide a panel of seven arbitrators. If the Association does not submit a Request for a Panel of Arbitrators with the FMCS within the time limits established herein, the grievance shall be considered settled.

The arbitrator shall be selected from the panel submitted by FMCS by each party alternately striking the name of an arbitrator. The Association shall strike the first name from the list of arbitrators. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, that panel may be rejected and another requested.

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 a 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 appeal subject matter in any court, administrative agency, or other forum.

Section 9.4. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Association, the Court and the employees in the bargaining unit; provided however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

DISCHARGE AND DISCIPLINE

Section 10.0. Discipline. In cases of discharge or discipline, a representative of the Employer shall give prompt notice thereof to the employee and the employee's APA Representative. 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 APA Representative. The affected employee will be allowed to discuss his/her discharge or discipline with his or her APA Representative. In the case of discharge or suspension, the Employer will make available a room where the employee may discuss the matter with the APA Representative before being required to leave the Employer's property. The time allowed for such purpose shall not exceed a reasonable time as determined by Management.

Section 10.1. Notice of Complaints. 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 administrator 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 Employer 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 Testing. 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 Employer 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 Employer. 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 Employer up to and including discharge.

LAYOFF/RECALL

Section 11.0 Layoff. In the event the Employer determines to reduce the number of positions in the bargaining unit, employees will be laid off in accordance with the following:

- (a) The Employer shall determine the number of positions in each classification that shall be eliminated.
- (b) Within each classification affected by the layoff, the first employee or employees to be laid off shall be regular part-time employees who have not completed their initial probationary period with the Court (if any).

(c) Within each classification affected by the layoff, the next employee or employees to be laid off shall be full time employees who have not completed their initial probationary period with the Court (if any).

(d) Within each classification affected by the layoff, the next employee or employees to be laid off shall be regular part-time non-probationary employees (if any) by inverse order of seniority.

(e) Further layoffs from the particular job classification affected by the layoff shall be accomplished by the layoff of full time employees in inverse order of seniority.

The Employer will endeavor to provide at least thirty (30) calendar days advance written notice of the layoff, but employees will be given at least seven (7) calendar days prior written notice except in situations beyond the control of the Court.

Section 11.1. Displacement Rights after Layoff. Employees with seniority who are laid off shall be entitled to displace another employee under the following conditions:

(a) **Displacement within Prior Classification.** A laid off employee may displace the least senior employee in a lower or equally paid classification that they were previously assigned to on other than a temporary basis if they presently have the necessary qualifications, skill, ability, and experience to perform the work in the other job classification in an effective and efficient manner, have greater seniority than the employee to be displaced and elect to exercise their displacement rights within three (3) working days of notification of their layoff.

(b) **Displacement outside of Prior Classification.** In addition to displacing the least senior employee in a lower paid classification that they were previously assigned to on other than a temporary basis, an employee with seniority may displace the least senior employee in a lower paid classification if they presently have the necessary qualifications, skill, ability, and experience to perform the work in the other job classification in an effective and efficient manner, have greater seniority than the employee to be displaced. For purposes of this section, the following is the order of lower paid classifications:

Chief Probation Officer;
Deputy Chief Probation Officer and Deputy Clerk Supervisor;
Administrative Assistant
Probation Officer

Alternative Sentencing Coordinator
Community Intervention Coordinator/Pretrial Officer
Victim Services Coordinator
DART/VIP Coordinator.

An employee must elect to exercise their displacement rights within three (3) working days of notification of their layoff. An employee displaced under this Section shall be indefinitely laid off unless that employee is also entitled to exercise displacement rights under this Section. An employee exercising displacement rights under this Section retains the right of recall to their former classification. There is a rebuttable presumption that an employee retains the necessary qualifications, skill, ability and experience to perform the work in another classification in an effective and efficient manner if they worked in that position on other than a temporary basis within five (5) years of the time of their layoff.

Section 11.2. Recall. When it is determined by the Employer to increase the number of positions in a particular classification, employees with seniority who have been laid off and who had previously been employed in the classification with the increased number of positions will be recalled in inverse order of layoff, provided that the recalled employee presently has the necessary qualifications, skill and ability to perform the required work in an effective and efficient manner. The new position shall be posted for bid in accordance with Article 14 if there are no employees with recall rights who had previously been employed in the classification with the increased number of positions. In the event that the job bidding process creates a vacancy in a different classification, employees with recall rights who had previously been employed in the classification with the vacancy created through the job bidding process will be recalled in inverse order of layoff, provided that the recalled employee presently has the necessary qualifications, skill and ability to perform the required work in an effective and efficient manner. The Employer may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure. Employees with seniority retain recall rights for a period of up to two years or the length of their seniority at the time of the layoff, whichever is lesser.

Section 11.3 Recall Procedure. When employees are to be recalled from layoff, the following procedures shall be followed:

- (a) The Employer may attempt to provide personal notification or to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be personally contacted or contacted by telephone, or if the Employer determines not to use personal contact or telephone contact, the Employer shall attempt to give the employee notification

of recall together with the required return to work date by certified mail, sent to the employee's last known address.

(b) Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within seventy-two (72) hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the seventy-two (72) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason satisfactory to the Employer.

(c) Recalled employees are required to report for work on the required return to work date or within fourteen (14) calendar days or such later date as may be mutually agreed to in writing following notification of recall by personal notification, telephone or following delivery or attempted delivery of notice of recall by certified mail, whichever is later. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the Employer.

Section 11.4 Deviations from Seniority. The Court in its discretion may approve deviations from seniority in order to prevent the layoff or bumping of an employee from their current position who has bi-lingual skills that are presently being utilized in the performance of that position or to prevent the layoff or bumping of an employee from their position who is trained to perform substance abuse assessments and is currently performing substance abuse assessments as a regular part of their normal duties. In such cases, written notification of the Court's determination of the reasons it determined to deviate from seniority will be provided to the employees affected by the deviation and the Chairperson of the Association.

PROMOTIONS/VACANCIES

Section 12.0. Vacancies. When the Court elects to fill a newly created or vacant position(s) within the bargaining unit, notice shall be posted and provided to the Association at least seven (7) working days prior to the application deadline. The Employer shall determine the appropriate method to provide notice of the vacancy, including such methods as bulletin board postings and e-mail communications. Applicants, internal and external, will be assessed based on the Employer's assessment of the best qualified candidate for the position. This procedure shall apply to both

lateral transfers and to promotional opportunities. Unsuccessful internal candidates, upon request made in writing, will be given a statement of the reason(s) why the applicant was not selected, provided, however, it is understood that the Employer's decision and selection and the reasons given therefore are not subject to challenge in the grievance and arbitration procedure.

Section 12.1. New or Changed Jobs. Existing classifications or job descriptions may be changed during the term of this Agreement, but only after notice of intended change is given to the Association 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 Employer 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. Employees who are promoted to a new position shall be required to serve a new job probationary period of six (6) months in the new position to prove that they have the skill and ability to perform all the requirements of the position. The Employer reserves the right in its sole discretion to disqualify an employee and return the employee to the employee's prior classification at any time during the new job probationary period. An employee will also be returned to their former classification during the first thirty (30) days of this period upon the employee's request.

LEAVES OF ABSENCE

Section 13.0. Paid Sick Leave.

A. Definitions.

1. Immediate Family shall be the following: spouse, child, parents, grandparents, brother, sister, father-in-law, mother-in-law, brother-in-law, or sister-in-law of the employee. (For purposes of interpretation, also includes legal spouse of employee's brother-in-law or sister-in-law.)
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, Workers' Compensation or any combination thereof.

B. Sick Leave Accumulation.

1. Full time employees earn paid sick leave at a rate of eight (8) hours for each month of active service with the Employer. Regular part-time employees who work at least half time earn prorated paid sick leave 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 4 hours per month and .75 FTE will earn 6 hours per month), for each month of active service with the Employer. For purposes of this paragraph, full time employees have a complete month of active service when they work for or receive pay from the Employer for at least ninety-six (96) hours during any calendar month and eligible part time employees have a complete month of active service when they work for or receive pay from the Employer for at least 48 hours in any calendar month. Employees who fail to work the required number of hours will not receive any sick leave accrual for that month.
2. Unused sick leave days shall be accumulated from year to year to an unlimited amount.

- C. Recording Use of Sick Leave.** Sick leave shall be charged to the nearest one-tenth (1/10) hour. When an employee is required to be absent in order to keep a doctor or dentist appointment, the employee must present a signed appointment card from the doctor or dentist, and sick leave will be charged.

D. Permitted Uses.

1. **Regular Use.** An employee shall be entitled to use accumulated paid sick leave for any absence necessitated by a disabling personal illness or by off-duty injury, not incurred in supplemental employment, upon application approved by the Department or Division Head.

2. Emergency Use.

- a. An employee shall be entitled to take up to two (2) days paid leave, without charge to sick leave, upon the death of any member of his or her immediate family. For the purpose of this provision only, immediate family shall also include grandchildren, son or daughter-in-law and four (4) grandparents-in-law.
- b. An employee shall be entitled to use up to three (3) days of his or her accumulated paid sick leave for any absence necessitated by serious injury or acute illness (that requiring emergency medical treatment or professional attention) of his or her spouse, child, parent or parent-in-law or by the death of the foregoing persons or the employee's grandchild, brother or sister upon application approved by the Department or Division Head. Extension of time shall be permitted in exceptional circumstances upon application approved by the Court Administrator or Deputy Court Administrator.
- c. Vacation Use. An employee shall be entitled to use his or her accumulated paid sick leave in lieu of vacation for illness or injury received while on vacation, upon application approved by his or her Department or Division Head and subject to substantiation as hereinafter provided.
- d. Blood Donation. An employee will be permitted two (2) absences per year for the purpose of donating blood (in addition to the City's blood donation program), such absences to be considered the same as "Doctor's time" and subject to the same conditions.

E. **Excluded Use.**

1. Paid sick leave shall not be authorized:
 - a. For personal injury incurred in supplemental employment,

- b. For simple illness or disability in the immediate family of an employee, not requiring emergency medical treatment, or professional attention, except as provided for in Paragraph J, or
 - c. For personal convenience or private business, recreational purposes, or supplemental employment.
 - d. The parties agree that the sick leave provisions of Section 13.0 of the Labor Agreement between the Employer and the Association shall not apply in the following circumstance. No benefits shall be paid to any employee claiming said benefits if the employee is found to have performed any work while on sick leave. For purposes of this stipulation, the term "any work" shall not include such work activity in and around the home of the employee when said work is not detrimental to recovery from the illness or injury causing the absence as determined by the City Physician.
- F. **Substantiation.** An employee shall provide such medical substantiation for use of sick leave as may be required by his/her Department Head, the Court Administrator or the Deputy Court Administrator. Intentional falsification of any sick leave affidavit or fraudulent use of sick leave shall be grounds for disciplinary action up to and including discharge.
- G. **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 Employer Physician. In the event of a dispute, the questions shall be subject to the grievance procedure and the grievance shall be presented at the Step 3 level.
- H. **Pay for Unused Sick Leave.** Unused accumulated sick leave will be paid to bargaining unit employees who retire with ten (10) or more years of continuous service based on a schedule of One Dollar (\$1.00) per day times the number of years of continuous service for the first ninety (90) days of sick leave; Two Dollars (\$2.00) per day times the number of years of continuous service for the 91st through 180th day; and, Three Dollars (\$3.00) per day times the number of years of continuous service for all days over 180. Employees who resign, with ten (10) or more years of continuous service, will be paid for unused sick leave based on the same schedule but at one-half the rate.

As an alternative to the tiered one, two and three dollar per day payment for unused sick leave provided above, an employee may elect to convert unused sick leave to up to one (1) years 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 year 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 contained in the Pension Ordinance.

- I. **Notification.** An employee who expects to be absent on sick leave must personally notify his/her Department Supervisor or the office of the Court Administrator as promptly as practical, depending on the circumstances, not later than the beginning of his/her scheduled shift. Failure to do so may result in denial of his/her claim for paid sick leave. The employee shall report his or her status every third working day of absence unless hospitalized.
- J. **Sick leave use for spouse/minor child.** An employee may use up to five (5) days of accumulated paid sick leave for any absence necessitated by illness for an employee's minor child, residing in the employee's household, and/or the employee's current spouse. Such use shall be limited to a maximum of three (3) occurrences or five (5) days, whichever occurs first, per calendar year. Use of this time, excluding the first sixteen (16) hours used, will be included in the employee's unsubstantiated time calculation, unless appropriate substantiation is provided.
- K. **Adoption and Child Birth.** An employee will be permitted to use up to three (3) days of accumulated sick leave upon the event of adoption or birth of his/her child.

- L. **Use as Paid Personal Leave.** On January 1st of each year, full time employees with at least five years of service become eligible to use up to forty (40) hours (5 days) of sick leave as paid personal leave time during that calendar year. In order to be eligible, the employee must have at least 720 hours (360 if the employee has less than 10 years of service) of accrued but unused sick leave as of the preceding December 31st. The Employer will review sick leave records during the first week in January and advise eligible employees if they will be allowed to utilize paid sick leave days as paid personal leave that year. Paid personal leave time can be taken in increments of one (1) hour and is available to use for unforeseen circumstances of a personal nature that are not otherwise covered under the labor contract. Paid personal leave time will be deducted directly from the sick leave bank but does not require substantiation. The scheduling of paid personal leave is subject to the supervisor's approval and the needs of service.

Section 13.1. Humanitarian Clause. On an individual basis, employees within the bargaining unit may donate accrued compensatory or vacation time to another employee within the Court if (a) the recipient or a member of his/her immediate family (as defined in Article 16, Section A.1.) is sick or dies, 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 Leave. Employees shall be given leave of absences with pay for working time lost when called to serve on jury duty. 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 Employer all remuneration received for jury duty or as witness fees during the same period, excluding mileage and meal allowances.

Section 13.3. Unpaid Personal Leave of Absence. The Employer 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/Deputy 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/Deputy Court Administrator.

Section 13.4. Military Leave. Employees who are members of any branch of the Armed Services Reserve and who have completed their entrance probationary period are eligible for a maximum of two (2) week military leave of absence with full pay in any one (1) calendar year. Employees who have not completed their entrance probationary period will be eligible for military leave of absence, but without pay.

Section 13.5. Workers Compensation Reimbursement Workers' Compensation is provided for employees injured on the job. The Employer shall pay, for a period not to exceed twenty-six (26) weeks, supplemental without charge to sick leave or vacation, Workers' Compensation for employees injured on the job by the difference between Workers' Compensation and their normal weekly earning, excluding overtime. The supplemental shall be determined in such a manner that insures that an employee's workers' compensation and supplement when combined shall not exceed his or her allowable take home pay. Employees who receive sick leave compensation and who are subsequently awarded Workers Compensation payments for the same period of time must reimburse the Employer for such amounts received as sick leave compensation. The reimbursement shall be calculated at the after tax-value of the sick leave used and will be repaid by the employee making a lump sum payment to the Employer in an amount of the retroactive Workers Compensation payment or the total repayment amount, whichever is lesser. In the event that the lump sum payment is less than the total reimbursement amount, the remaining reimbursement shall be paid as follows:

- (a) Any reimbursement amounts not covered by the lump sum payment will be made from the supplemental payments in Paragraph B above.
- (b) In the event that there are reimbursement amounts outstanding after the supplemental payments in Paragraph B end, the remaining amounts will be deducted (over a period of time and at such amounts that are mutually acceptable between the employer and the employee) from the employee's regular wages if the employee returns to work or from the employee's workers compensation payments and/or retirement payments if the employee does not return to work,

Upon completion of the full reimbursement, the employee's sick leave will be reccredited

with the equivalent number of days of 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, 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 spouse, son, daughter, or parent with a serious health condition; and
- (d) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An eligible employee is entitled to a total of 12 workweeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any 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 Employer to require a physician's certificate establishing to the satisfaction of the Employer 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 and income maintenance benefits and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability, including time spent on FMLA leave, provided that the employees is receiving income maintenance benefits. Extension of the leave after exhaustion of income maintenance benefits may be granted by the Employer 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

Employer 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 Employer may require a medical examination by a physician chosen by the Employer at the Employer'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 Employer 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 Employer 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 Employer indicating the employee is physically or mentally able to return to work.

Section 13.8. Workers' Compensation 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 workers compensation leave of absence for a period of not more than twelve (12) consecutive months including time spent on FMLA leave will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the Employer, subject to the Employer's right to require medical proof. Extension of the leave may be granted by the Employer, in its sole discretion, upon written application. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

HOLIDAYS

Section 14.0. Paid Holidays. The following are general paid holidays for Professional Employees:

January 1	Labor Day
Dr. Martin Luther King Jr. Birthday	Veteran's Day
President's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving

Memorial Day
July 4

Christmas Eve
December 25

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 City 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 his/her 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.

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 (1st) 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.

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 10.0% of the City's actuarially estimated annual health care cost as applied without 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 pre-65 retirees. In the fall of each year, the City receives an actuarial report that contains two separate calculations; the first which is a calculation of the estimated cost to provide health care coverage to its active employees, pre-65 retirees, and their eligible dependents for the upcoming calendar year, and the second which is a calculation of the estimated cost to provide health care coverage to the retirees 65 and older 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 1/26th of their percentage portion of the annual health care cost each pay period.

Section 15.1. 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 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 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.

A. Defined Benefit Retiree Health Care for employees who were vested in the City's General Pension System on or before December 31, 2008 and did not elect to covert 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 December 31, 2008 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 pre-65 retiree health care system under the following terms and conditions:

1. Service and Disability Retirees. Employees who retire as service retirees or disability retirees are eligible to continue to participate in the City of Grand Rapids group health care plan, as the same may be changed from time to time. 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 Court 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 service retiree also includes an individual enrolled in the Officers Option Plan (Section 1.283) who at the time of leaving Court employment begins receiving payments from that 401(a) plan. 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).

2. Deferred retirees. Individuals who at the time of leaving Court employment do not begin to receiving a retirement benefit payment from the defined benefit retirement plan or are not receiving payments from the 401(a) plan, if participating in the Officers Option 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.

3. Employer contribution to health insurance plan. The City will make a contribution towards the percentage portion of the cost of the pre-65 service and disability retiree health insurance 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 .27778% per month) in accordance with the following:

Thirty (30) Year Accrual (at .27778% per month) Vesting at
96 Complete Months of Credited Service

96 months	26.67%
108 months	30.00%
120 months	33.33%
132 months	36.67%
144 months	40.00%
156 months	43.33%

168 months	46.67%
180 months	50.00%
192 months	53.33%
204 months	56.67%
216 months	60.00%
228 months	63.33%
240 months	66.67%
252 months	70.00%
264 months	73.33%
276 months	76.76%
288 months	80.00%
300 months	83.33%
312 months	86.67%
324 months	90.00%
336 months	93.33%
348 months	96.67%
360 months	100%

Those employees who are covered by the City sponsored group health care plan as retirees and who retire on or before June 30, 2010 shall earn that benefit over his/her twenty-five (25) years of employment with the City as follows:

Twenty-Five (25) Year Accrual (at .33333% per month) Vesting at 96
Complete Months of Credited Service

96 months	32.0%
108 months	36.0%
120 months	40.0%
132 months	44.0%
144 months	48.0%
156 months	52.0%
168 months	56.0%
180 months	60.0%
192 months	64.0%
204 months	68.0%
216 months	72.0%
228 months	76.0%
240 months	80.0%

252 months	84.0%
264 months	88.0%
276 months	92.0%
288 months	96.0%
300 months	100.0%

The amount of their actual months of credited service notwithstanding, the City Contribution for disability retirees and for retirees other than disability or deferred retirees 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 services 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 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.

4. Beginning date for retiree health insurance. Service retirees can begin receiving pre-65 retiree health care benefits at age 50 with 30 years of credited service or at the applicable City pension system's age and service retirement at their earned percentage. Disability retirees can begin receiving pre-65 retiree health care benefits when the disability retiree begins to draw a disability pension.

5. Retiree Health Care Plan for Pre-65 Retiree Health Care Plan Benefits. The health care plan for pre-65 retirees shall be no less than as provided to active employees including deductibles, co-payments, co-insurance, and benefit design changes, as the same may be changed from time to time.

6. Retiree Pre-65 Health Care Premium Sharing Contribution. The premium sharing contribution to be paid by pre-65 age and service and disability retirees who retire on or after October 21, 2008 shall be the same as paid by active employees, as the same may be changed from time to time. The pre-65 retiree health care premium sharing payment would be applied uniformly without regard to the category of coverage (i.e. single pre-65 retiree, pre-65 retiree and one dependent, and pre-65 retiree and two or more dependents). The cost would be defined as the blended rate for all active employees and pre-65 retirees.

7. Pre-65 Retiree Health Care Spousal and Dependent Coverage. Coverage under the City's pre-65 retiree health care plan for a retiree's spouse is limited to the

individual who is married to the retiree at the time the retiree began receiving retirement benefits. Coverage under the City's pre-65 retiree health care plan for the dependents of a retiree is limited to those individuals who are dependents of the retiree and covered by the retiree health care plan at the time the retiree began receiving retirement benefits.

8. Pre-65 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 pre-65 retiree health care plan through the time the retiree would have reached age 65, 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 pre-65 retiree health care plan 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.

9. Pre-65 Retiree Health Care for a Spouse and eligible dependents of a deceased employee. Health care coverage for the spouse and dependents of a deceased employee will be provided on the same basis as retiree health care coverage if an active employee had reached 20 years of service at the time of his/her death.

B. Defined Contribution Retiree Health Care Program for employees hired before October 21, 2008 who were not vested in the City's General Pension System on or before December 31, 2008 and for employees who elected to covert from the defined benefit retiree health care program. Employees hired before October 21, 2008 who have not met the vesting requirements for the City defined benefit pension system as of December 31, 2008 and employees who elected to covert from the defined benefit retiree health care program shall be eligible only for a defined-contribution retiree health care savings account. The administrator of the health savings plan was selected by the City after consultation with APAGR. 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.

C. Defined Contribution Retiree Health Care Program for employees hired on or after October 21, 2008. Employees hired on or after October 21, 2008 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 October 21, 2008 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 October 21, 2008 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 15.2. Death Benefit Payment Plan.

A. The Death Benefit Payment Plan provides a cash payment to the beneficiary/beneficiaries of any employee whose death does not result from an injury arising out of and in the course of his/her employment with the Court. Said benefit shall be payable to the beneficiary/beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" form which shall be provided by the City and kept on file in the Human Resources Office. Employees shall have the right to change the beneficiary/beneficiaries at any time during their employment with the Court by executing a "Change of Beneficiary" form as provided by the City. 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 for reasons covered under the Family Leave act, 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.

The bargaining unit employee benefit amount shall be \$60,000.00.

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 his/her employment with the City and the amount of benefits which would be payable under the Workers' Compensation Act would amount to less than the death benefit, the City shall make a lump sum cash payment equal to the difference between the amount of the death benefit and the total Workers' Compensation benefits, to the employee's beneficiary or beneficiaries designated on the "Designation of Beneficiary" form provided by the City, 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 City shall compute the "total Workers' 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 Workers' Compensation benefits" shall be computed to include:

(a) The total weekly benefits provided by the Workers' Compensation Act multiplied by the number of weeks payable;

(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. Provisions of this Subsection B 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 Workers' Compensation Act.

C. No benefits shall be payable under this section unless written application for such benefits is filed with the City 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 such 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 hereof 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 Workers' Compensation Act against the City, the beneficiary, beneficiaries or estate of the deceased employee, as the case may be, shall be liable and shall repay to the City the amount equal to the compensation or Duty Disability Benefits which are paid or awarded up to the sum of the death benefit.

E. In the event that an employee dies within two (2) years after coverage is extended to the employee under this Section , 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 City in the application of any of the provisions of this Section shall be binding upon the City in any proceeding of the Workers' 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 under 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 City pursuant to the subsection C.

Section 15.3. Income Maintenance Plan.

A. The Income Maintenance Plan provides management employees with an income allowance equal to 75% of their regularly assigned salary for a period of one (1) full year in the event of an illness or disability which prevents the employee from being at his/her regular City employment.

B. The Income Maintenance Allowance begins for the employee at such time as he/she has exhausted all of his/her accrued sick leave and vacation benefits. Employees receiving income maintenance payments remain on the Court's payroll and continue to participate in the health insurance and retirement plans, but shall not accrue vacation, sick leave credits, or longevity payments while receiving income maintenance payments.

C. In the event the employee receives monies as a result of Workers' Compensation Law payments or as a result of payments made pursuant to the provisions of the Michigan No Fault Automobile Insurance Law, the income allowance will be reduced by an amount which will result in the employee receiving not more than one hundred percent (100%) of his/her regularly assigned salary during the period of illness or disability.

D. All decisions relative to the degree of illness or disability of any employee, and whether or not the employee should or should not be at work will be made by the City's physician, subject to appellate review by the Chief Judge/Court Administrator. A

decision made by the Chief Judge/Court Administrator will be final and not subject to further administrative review.

E. An employee who returns to work after being absent on the income maintenance plan for more than six (6) months shall be ineligible to request implementation of the plan for the next six (6) months.

F. Employees receiving income maintenance payments remain on the Court's payroll and continue to participate in the health insurance and retirement plans, but shall not accrue vacation, sick leave credits, or longevity payments while receiving income maintenance payments.

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 Employer 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 Association 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 50% of the amount of the active employee health care cost, net of the employee health care cost contribution at the time the employee opts out of the City's Plan. (i.e., the current composite rate is \$13,035.60 for 12 months in 2008 and the employee health care cost percentage is 10.0%, the opt out amount would be calculated as follows: \$13,035.60 divided by 12 equals \$1,086.30 minus 10% premium sharing of \$108.63 = \$977.67 times 50% = \$488.84 per month for a total of \$5,866.02 for the year). This amount may be used for any City authorized deferred compensation programs (ICMA 457 Plan). This election shall take place annually in December. Emergency opt in shall be provided if the employee loses his or her 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.

MISCELLANEOUS

Section 16.0. Changes in Conditions. Should the Employer seek to implement any significant operational changes which would affect the conditions of employment for employees in this unit, the Employer agrees that it will provide at least twenty-one (21) days' notice of such intended change, and will meet and confer with the Association, if requested, prior to implementing such change. This provision shall not apply where the Agreement specifically authorizes or precludes the change or action contemplated.

Section 16.1. Duration/Termination. This Agreement is effective as of the 21st day of October 2008 and shall remain in full force and effect through June 30, 2010. The Agreement shall be automatically renewed annually thereafter unless either party gives written notice at least 90 calendar days prior to the expiration date or any anniversary date thereafter of a desire to modify or terminate the agreement. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations.

Section 16.2. Intent and Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement even though said subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Specifically, the Association agrees that it has waived its right to notice, to demand bargaining, or to bargain over any matter reserved to the Employer pursuant to the Management Rights provisions of Section 4.0. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by duly authorized representatives of the Court and the Association.

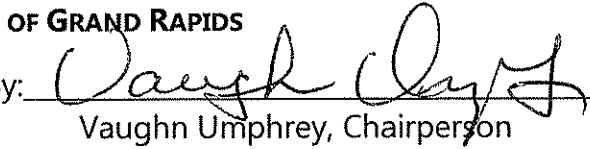
Date: 11/5/09

61ST DISTRICT COURT

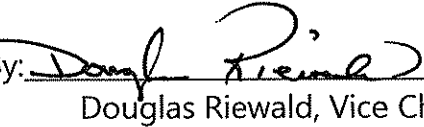
By: 
Benjamin Logan, Chief Judge

**ASSOCIATION OF PUBLIC ADMINISTRATORS
OF GRAND RAPIDS**

Date: 11-8-09

By: 
Vaughn Umphrey, Chairperson

Date: 11-8-09

By: 
Douglas Riewald, Vice Chairperson

CITY OF GRAND RAPIDS

Approved for the Mayor's
Signature:

 12/4/09

By: 
George K. Heartwell, Mayor

By: 
Lauri S. Parks, City Clerk

APPENDIX "A"
CLASSIFICATION INDEX

Classification Title	Code Number	Salary Range	Salary Steps
Chief Probation Officer	D10	7D	6
Deputy Chief Probation Officer	D13	6D	6
Court Information Systems Manager	D06	6D	6
Deputy Clerk Supervisor	D15	6D	6
Administrative Assistant	D18	4D	6
Probation Officer I	D11	3D	6
Probation Officer I (Part-time, no pension/insurance fringe benefits)	D14	3D	6
Alternative Sentencing Coordinator	D12	3D	6
Victim Service Counselor	D16	2D	6
Community Intervention Coordinator	D26	2D	6
Clinical Social Worker	D23	Hourly	0

The bargaining unit shall consist of the above-identified classifications.

APPENDIX "B

**2008 DISTRICT COURT BARGAINING UNIT (APAGR)
ANNUAL AND HOURLY SALARY SCHEDULE – 2.50% (EFFECTIVE JANUARY 1, 2007)**

RANGE	A	B	C	D	E	F
01D	\$18.1391 \$37,729	\$18.9942 \$39,508	\$19.9262 \$41,446	\$21.0109 \$43,703	\$22.0323 \$45,827	\$23.1300 \$48,110
02D	\$18.9942 \$39,508	\$19.9262 \$41,446	\$21.0109 \$43,703	\$22.0323 \$45,827	\$23.1300 \$48,110	\$24.2533 \$50,447
03D	\$21.0109 \$43,703	\$22.0323 \$45,827	\$23.1300 \$48,110	\$24.2533 \$50,447	\$25.4659 \$52,969	\$26.7553 \$55,651
04D	\$22.7089 \$47,235	\$23.8705 \$44,651	\$25.0576 \$52,120	\$26.2957 \$54,695	\$27.6361 \$57,483	\$28.9892 \$60,298
05D	\$23.7302 \$49,359	\$24.9045 \$51,801	\$26.1297 \$54,350	\$27.4701 \$57,138	\$28.8105 \$59,926	\$30.2658 \$62,953
06D	\$24.9300 \$51,854	\$26.1552 \$54,403	\$27.4955 \$57,191	\$28.8360 \$59,979	\$30.3039 \$63,032	\$31.7975 \$66,139
07D	\$27.5596 \$57,324	\$28.8997 \$60,111	\$30.3678 \$63,165	\$31.8613 \$66,272	\$33.4569 \$69,590	\$35.1418 \$73,095
D23	Clinical Social Worker - \$31.0315 per hour					

APPENDIX "C"

2009 DISTRICT COURT BARGAINING UNIT (APAGR)

ANNUAL AND HOURLY SALARY SCHEDULE – 2.00% (EFFECTIVE OCTOBER 21, 2008)

RANGE	A	B	C	D	E	F
01D	\$18,592.60 \$38,673	\$19,469.10 \$40,496	\$20,424.40 \$42,483	\$21,536.20 \$44,795	\$22,583.10 \$46,973	\$23,708.30 \$49,313
02D	\$19,469.10 \$40,496	\$20,424.40 \$42,483	\$21,536.20 \$44,795	\$22,583.10 \$46,973	\$23,708.30 \$49,313	\$24,859.60 \$51,708
03D	\$21,536.20 \$44,795	\$22,583.10 \$46,973	\$23,708.30 \$49,313	\$24,859.60 \$51,708	\$26,102.50 \$54,293	\$27,424.20 \$57,042
04D	\$23,276.60 \$48,415	\$24,467.30 \$50,892	\$25,684.00 \$53,423	\$26,953.10 \$56,062	\$28,327.00 \$58,920	\$29,713.90 \$61,805
05D	\$24,323.50 \$50,593	\$25,527.10 \$53,096	\$26,782.90 \$55,709	\$28,156.90 \$58,566	\$29,530.80 \$61,424	\$31,022.40 \$64,527
06D	\$25,553.30 \$53,151	\$26,809.10 \$55,763	\$28,182.90 \$58,620	\$29,556.90 \$61,478	\$31,061.50 \$64,608	\$32,592.40 \$67,792
07D	\$28,246.60 \$58,757	\$29,622.20 \$61,614	\$31,127.00 \$64,744	\$32,657.80 \$67,928	\$34,293.30 \$71,330	\$36,020.30 \$74,922
D23	Clinical Social Worker - \$31.8073 per hour					

APPENDIX "D"

2009 DISTRICT COURT BARGAINING UNIT (APAGR)

ANNUAL AND HOURLY SALARY SCHEDULE – 2.00% (EFFECTIVE JULY 1, 2009)

RANGE	A	B	C	D	E	F
01D	\$18.9645 \$39,446	\$19.8585 \$41,306	\$20.8329 \$43,332	\$21.9669 \$45,691	\$23.0348 \$47,912	\$24.1825 \$50,300
02D	\$19.8585 \$41,306	\$20.8329 \$43,332	\$21.9669 \$45,691	\$23.0348 \$47,912	\$24.1825 \$50,300	\$25.3568 \$52,742
03D	\$21.9669 \$45,691	\$23.0348 \$47,912	\$24.1825 \$50,300	\$26.3668 \$52,742	\$26.6246 \$55,379	\$27.9727 \$58,183
04D	\$23.7421 \$49,384	\$24.9566 \$51,910	\$26.1977 \$54,491	\$27.4922 \$57,184	\$28.8935 \$60,099	\$30.3082 \$63,041
05D	\$24.8100 \$51,605	\$26.0376 \$54,158	\$27.3186 \$56,823	\$28.7200 \$59,738	\$30.1214 \$62,653	\$31.6428 \$65,817
06D	\$26.0644 \$54,214	\$27.3453 \$56,878	\$28.7466 \$59,793	\$30.1480 \$62,708	\$31.6827 \$65,900	\$33.2442 \$69,148
07D	\$28.8136 \$59,932	\$30.2146 \$62,846	\$31.7495 \$66,039	\$33.3110 \$69,287	\$34.9792 \$72,757	\$36.7407 \$76,421
D23	Clinical Social Worker - \$32.4434 per hour					

APPENDIX "E"

**2010 DISTRICT COURT BARGAINING UNIT (APAGR)
ANNUAL AND HOURLY SALARY SCHEDULE – 2.50% (EFFECTIVE JUNE 30, 2010)**

RANGE	A	B	C	D	E	F
01D	\$19,4386 \$40,432	\$23,3550 \$42,338	\$21,3537 \$44,416	\$22,5161 \$46,833	\$23,6107 \$44,110	\$24,7871 \$51,557
02D	\$20,3550 \$42,338	\$21,3537 \$44,416	\$22,5161 \$46,833	\$23,6107 \$49,110	\$24,7871 \$51,557	\$25,9907 \$54,061
03D	\$22,5161 \$46,833	\$23,6107 \$49,110	\$24,7871 \$51,557	\$25,9907 \$54,061	\$27,2902 \$56,764	\$28,6720 \$59,638
04D	\$24,3357 \$50,618	\$25,5805 \$53,207	\$26,8526 \$55,853	\$28,1795 \$58,613	\$29,6158 \$61,601	\$31,0659 \$64,617
05D	\$25,4303 \$52,895	\$26,6885 \$55,512	\$28,0016 \$58,243	\$29,4380 \$61,231	\$30,8744 \$64,219	\$32,4339 \$67,462
06D	\$26,7160 \$56,569	\$28,0289 \$58,300	\$29,4653 \$61,288	\$30,9017 \$64,276	\$32,4748 \$67,548	\$34,0753 \$70,877
07D	29853396 \$61,431	\$30,9700 \$64,418	\$32,5432 \$67,690	\$34,1438 \$71,019	\$35,8537 \$74,576	\$37,6592 \$78,331
D23	Clinical Social Worker - \$33.2545 per hour					

61st District Court
-and-
Association of Public Administrators of Grand Rapids

Letter of Understanding regarding Experimental Flexible Scheduling Program

Under Section 4.0. Management Rights, the Court retains the management right "to schedule work and overtime as required in the manner most advantageous to the Employer." The Court has exercised this scheduling right to have most employees work a five day workweek, Monday through Friday. It is recognized that there may be classifications of work where alternate work scheduled might appropriately be utilized without adversely impacting service to the public or resulting in additional cost to the Employer. In order to allow for the possibility that employees in this bargaining unit might desire to work alternate work schedules, the following Experimental Flexible Scheduling Program is established.

1. The initial period that will be available for flexible scheduling will be a six (6) month period beginning at a mutually agreeable date. Employees desiring to be scheduled on an alternative basis shall submit a written request outlining their desired schedule within the following parameters:

(a) **Days of Work.** An employee may request to work either five or four days per week.

(b) **Hours of Work.** Employees working five days a week may schedule work between 7:00 am and 5:30 pm. Employees working four days a week may schedule their work between 6:30 am and 6:00 pm.

The requested work schedule of an employee may not have different start and end times on different days of the week except for employees working 4.5 days. The schedule must include forty (40) hours of work in the week and cannot change from week to week. As part of the flexible schedule work request, the employee must attach a written statement outlining why the employee believes that their work will be able to be adequately performed during the hours requested.

2. A proposed flexible work schedule must satisfy the following criteria:

(a) 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.

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. Pre-sentence investigations and jail pre's must not be delayed because of flexibility.

The proposed work schedule cannot create any different work requirements for other Court employees not represented by this unit.

(d) Not more than two supervision probation officers may be scheduled off at any time. Not more than one presentence investigator may be scheduled off at any time. No more than one supervisor in any office may be scheduled off at any time.

Working time outside of the Court's normal work schedule cannot require clerical assistance or extra security. Any clients seen before or after clerical assistance arrive or leave must be monitored by the probation officer and no clients can be scheduled after 5:30 p.m.

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.

3. 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.

4. 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.

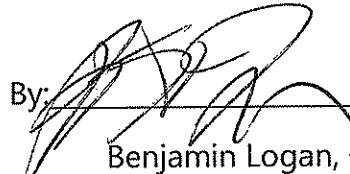
5. The Court's determinations regarding the granting, modification or termination of a flexible schedule is not subject to challenge through the grievance and arbitration procedure of the collective bargaining agreement or in any other forum.

In the event that the program proves to be mutually acceptable, it may be extended for additional six month periods.

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.

61ST DISTRICT COURT

Date: 11/05/09


By: 
Benjamin Logan, Chief Judge

**ASSOCIATION OF PUBLIC ADMINISTRATORS
OF GRAND RAPIDS**

Date: 11-8-09

By: 
Vaughn Umphrey, Chairperson

Date: 11-8-09

By: 
Douglas Riewald, Vice Chairperson

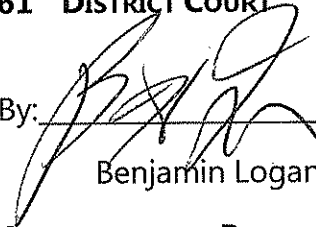
**61st District Court
-and-
Association of Public Administrators of Grand Rapids**

Letter of Understanding regarding Unified Health Care Plan:

In the event that the Unified Health Care Plan is not continued, those employees who retired prior to January 1, 1999, (the Unified Health Care Plan's implementation date), will revert to the health benefit levels which they retired under; those employees who retired during the Unified Health Care Plan period of July 1, 1999 to January 1, 2003, vest at the health insurance benefit levels which existed for their bargaining unit on June 30, 1999, the last day prior to the implementation of the Unified Health Care Plan on July 1, 1999.

61ST DISTRICT COURT

Date: 11/05/09

By: 
Benjamin Logan, Chief Judge

**ASSOCIATION OF PUBLIC ADMINISTRATORS
OF GRAND RAPIDS**

Date: 11-8-09

By: 
Vaughn Umphrey, Chairperson

Date: 11-8-09

By: 
Douglas Riewald, Vice Chairperson

61ST DISTRICT COURT
-AND-
ASSOCIATION OF PUBLIC ADMINISTRATORS OF GRAND RAPIDS

Letter of Understanding regarding Experimental Voluntary Layoff procedure

Under Section 4.0. Management Rights, the Court retains the management right "to determine the size and composition of the work force, to eliminate or discontinue any job or classification and to lay off employees." In the event the Court determines that it is necessary to reduce the number of employees, it has the right to determine which positions will be eliminated but the determination of which employee within a classification affected by the elimination of a position will actually lose their employment with the Court is determined under the provisions of Section 11.0. Layoff.

It is recognized that there is a financial impact upon employees when they lose their positions due to a layoff, and that some employees are in better position to deal with a temporary loss of employment than are other employees and may be willing to volunteer to accept a temporary layoff in order to allow other employees to continue to work. In order to allow for the possibility that employees in this bargaining unit might volunteer for layoff, the following Experimental Voluntary Layoff Procedure is established.

1. In the event the Court determines that it is necessary to reduce the number of employees within this bargaining unit, the Court will determine which positions will be eliminated and will select the employees for layoff in accordance with Section 11.0 and provide those employees with notice of layoff as required by Section 11.0. The Court will also advise the members of the bargaining unit of the positions to be eliminated and that employees not selected for layoff may volunteer for a temporary layoff.
2. The employment rights of an employee on a temporary voluntary layoff under the collective bargaining agreement shall be identical to that of an employee on a regular layoff, and those employees will not earn vacation under Section 8.0 during the period of a voluntary temporary layoff, will not accrue paid sick leave under Section 13.0, will not accrue retirement credit and will not be eligible for health insurance paid for by the Court under Section 15.0. Employees on temporary voluntary layoff will however be afforded the following contractual rights that are not afforded to employees on regular layoff:

- (a) The period of the temporary layoff shall be mutually agreed between the

employee and the Court, but cannot be for a period shorter than three (3) consecutive months. The Court reserves the right to recall the employee during the period of the voluntary layoff.

(b) The period of time that an employee is on a temporary voluntary layoff shall not be considered a break in the employee's length of continuous service with the Court for purposes of anniversary date under Section 8.0.

(c) The period of time that an employee is on a temporary voluntary layoff shall not be considered a break in the employee's length of continuous service with the Court for purposes of seniority accrual under Section 5.0.

(d) The provisions of Section 6.5 shall not be applicable to a period of voluntary temporary layoff, and an employee's continuous service shall not be considered broken for purposes of longevity payments.

(e) The continuous service of an employee on a voluntary temporary layoff shall not be considered broken for purposes of determining advancement under the vacation accrual schedule under Section 8.0. An employee on a voluntary temporary layoff shall not be considered terminated for purposes of Section 8.5 and will not be eligible for a payoff of accrued but unused vacation.

(f) An employee on a voluntary temporary layoff shall be considered to be an employee for the purposes of the death payments under Section 15.2.

3. Employees willing to volunteer for a voluntary layoff are required to advise the Court Administrator of this intent within five (5) working days of the notice requesting potential volunteers. If there are no volunteers, the layoffs shall be implemented as previously scheduled.

4. The Court will evaluate the qualifications of the employees selected for layoff to perform on a temporary basis the position held by the employee volunteering for the temporary layoff. In the event that the Court determines that one or more of the employees selected for layoff is qualified to perform on a temporary basis the position held by the employee volunteering for the temporary layoff, the Court will discuss with the potential volunteer the period of time that the temporary voluntary layoff will be in effect. In the event that mutual agreement is reached on the length of temporary voluntary layoff, an agreement will be executed memorializing the period and the terms of the temporary

voluntary layoff. The Court reserves the right not to accept the offer of an employee to volunteer for a temporary layoff and to make determinations regarding the qualifications of an individual to perform on a temporary basis the position held by the employee volunteering for the temporary layoff; and the exercise of the Court's discretion in this area is not subject to challenge through the grievance and arbitration procedure of the collective bargaining agreement.

5. If the Court determines to accept the offer of an employee for a temporary voluntary layoff, the employee scheduled for layoff who was determined by the Court to be qualified to perform the position held by the employee volunteering for the temporary layoff shall be transferred to that position on a temporary basis. In the event that more than one of the employees selected for layoff are determined by the Court to be qualified to perform the position held by the employee volunteering for the temporary layoff, the Court shall have the discretion to determine the employee to be temporarily transferred to that position. An employee temporarily transferred under this provision shall be paid the lower of the rate of the transferred position or at the rate of their former position during the period of the temporary transfer. Upon completion of the period of the temporary voluntary layoff, the individual who volunteered for the layoff will be returned to their former position and the Court will lay off the individual temporarily transferred to that position.

6. In the event that the Court determines it necessary to implement additional layoffs while an employee is on a temporary voluntary layoff that would impact that employee through elimination of their position or by another employee bumping into their position, the temporary voluntary layoff shall be converted to a regular layoff from that date forward.

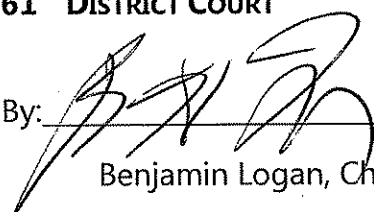
7. The Court reserves the right to terminate the voluntary layoff of any employee if it determines that the employee scheduled for layoff who was selected to perform on a temporary basis the duties of the employee volunteering for the layoff is unable to perform the duties in a satisfactory manner or if the Court determines for other reasons that this particular voluntary layoff should end. In that event, the employee who volunteered for the temporary voluntary layoff will be recalled to their former position and the Court will lay off the individual temporarily transferred to that position in accordance with the notification provisions of Section 11.0. The Court's exercise of discretion in this area is not subject to challenge through the grievance and arbitration procedure of the collective bargaining agreement.

8. The provisions of this experimental voluntary layoff procedure may be terminated by either party upon five (5) working days notice. In the event of a termination of this

experimental program, all voluntary temporary layoffs will be terminated and the layoffs of employees that were avoided by the volunteers shall be immediately implemented in accordance with the notification provisions of Section 11.0.

61ST DISTRICT COURT

Date: 11/05/09

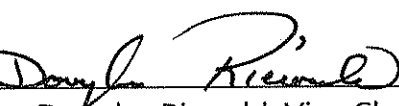
By: 
Benjamin Logan, Chief Judge

**ASSOCIATION OF PUBLIC ADMINISTRATORS
OF GRAND RAPIDS**

Date: 11-8-09

By: 
Vaughn Umphrey, Chairperson

Date: 11-8-09

By: 
Douglas Riewald, Vice Chairperson

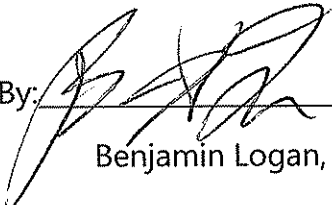
**61st District Court
-and-
Association of Public Administrators of Grand Rapids**

Letter of Understanding regarding Continuation of Health Care for Dependents of Retirees Who Die Between the Ages of 55 and 64

In the event that a retiree who retired before January 1, 1997 dies after retirement between the ages of fifty-five (55) and sixty-four (64) inclusive, the retiree's dependents, if any, may continue to participate in the City of Grand Rapids health care plan under the terms and conditions that would have been applicable to the retiree until the time that the retiree would have reached age sixty-five (65). Dependents are defined and understood to be those persons who are dependents of the retiree, as defined in the insurance program at the time of retirement.

Date: 11/05/09

61ST DISTRICT COURT

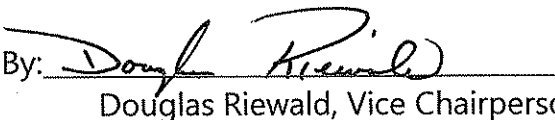
By: 
Benjamin Logan, Chief Judge

**ASSOCIATION OF PUBLIC ADMINISTRATORS
OF GRAND RAPIDS**

Date: 11-8-09

By: 
Vaughn Umphrey, Chairperson

Date: 11-8-09

By: 
Douglas Riewald, Vice Chairperson

61st District Court
-and-
Association of Public Administrators of Grand Rapids

Letter of Understanding regarding Miscellaneous Matters

1. **Arbitrators.** The list of Arbitrators shall be David Grissom, Patrick McDonald, Theodore St. Antoine, Kathryn A. Van Dagens, Joseph P. Girolamo and Peter Jason.
2. **FMLA.** The Court FMLA policy will require that paid leave be utilized if available in the order of paid sick leave, compensatory time and vacation time.
3. **Acting Assignments.** The provisions of Section 6.2 (4)(e) notwithstanding, the Court Administrator reserves the right to approve payment of pay at a higher rate for acting assignments of less than 30 days.
4. **Retiree Health Care for prior retirees.** The provisions of the January 1, 2003 through December 31, 2006 collective bargaining agreement notwithstanding, the parties agree that employees who retired prior to October 21, 2008 shall not be treated any differently for retiree health care purposes than City employees represented by the APAGR who retired during that same period.
5. **Alternate Health Care Plan.** The City reserves the right to create an alternate high deductible health care plan with a City sponsored Health Savings Account and offer that plan on a voluntary basis to active employees after consultation with the APAGR.
6. **Health Care Plan Coverage changes.** The following changes shall be made to the coverage provided under the City Health Care Plan:
 - A. **Doctor's Office Visits.** The current \$10 per visit co-payment for doctor's office visits will be increased to \$20 per visit.
 - B. **Chiropractic Services.** The current \$10 per visit co-payment for chiropractic services will be increased to \$20 per visit.
 - C. **Behavioral Health Office Visits.** The current \$10 per visit co-payment for behavioral health office visits will be increased to \$20 per visit.

D. **Over the Counter Drug Option.** There shall be a policy change requiring employees to receive an over-the-counter drug equivalent for drugs in the Over-the-Counter program for the first prescription. If the Over-the-Counter prescription is determined to be ineffective by the prescribing physician and the physician prescribes the brand name or generic drug as Dispense as Written, then the coverage will provide the drug with the appropriate deductible.

E. **Proton Pump Inhibitor Drugs.** Proton Pump Inhibitor drug Cap if Brand Name or Generic Dispensed

There shall be an annual \$600 cap on proton pump inhibitor (PPI) drugs. The over-the-counter program, as agreed to by the parties, shall remain in effect and no employee co-payments shall be required for the OTC proton pump inhibitor drugs dispensed under that program. However, if the annual \$600 cap on proton pump inhibitor drugs dispensed in a manner other than under the OTC program is reached the applicable co-pay shall thereafter be doubled (i.e., the \$20.00 co-pay for brand shall be increased to \$40.00 and the \$10.00 co-pay for generic shall be increased to \$20.00) during the remaining annual period. The City shall continue to pay its portion of the cost for the PPI drug prescription less the increased co-payment by the employee.

F. **Dependent Coverage.** Employees' dependent coverage would be provided until the end of the year of their 19th birthday unless the dependent is a full-time student whose coverage would be provided through the end of the year of their 23rd or 24th birthday at the employee's option due to tax consequences in the calendar year in which a full time student reaches age twenty-four (24).

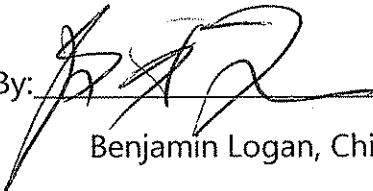
G. **Health Care Spousal Coverage.** Employees' dependent coverage shall require that if a working spouse has health care coverage through their employer, then coverage provided by their employer would be primary, while the City's plan would be secondary.

These changes will be reflected in the Plan Document that governs the City's Health Care Plan for APAGR bargaining unit members and will be effective upon date of ratification and approval by the City Commission.

7. **Reopener upon more favorable voluntary Settlement with another unit.** The APAGR may open this agreement upon request to engage in collective bargaining negotiations regarding active employee health care benefit levels, retiree health care benefit levels, fringe benefit levels, pension benefits and wages in the event that the City enters into a voluntary settlement with another unit regarding these issues that are more favorable than those provided in the Settlement ratified on October 21, 2008. The reopener would not be applicable if a more favorable benefit is contained in an Act 312 award.

61ST DISTRICT COURT

Date: 11/05/09

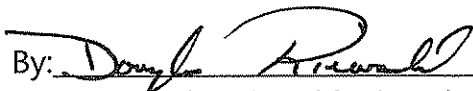
By: 
Benjamin Logan, Chief Judge

**ASSOCIATION OF PUBLIC ADMINISTRATORS
OF GRAND RAPIDS**

Date: 11-8-09

By: 
Vaughn Umphrey, Chairperson

Date: 11-8-09

By: 
Douglas Riewald, Vice Chairperson

61st District Court
-and-
Association of Public Administrators of Grand Rapids

Letter of Understanding regarding Transitional Issues

- 1. Transitional Employee Health Care Premium Contribution rate.** The employee health care premium contribution payment effective the first pay period after 10-21-2008 through 6-30-2009 shall be \$56.02 gross amount each bi-weekly pay period. The employee health care premium contribution payment effective 7-1-2009 through 6-30-2010 shall be \$60.62 gross amount each bi-weekly pay period regardless of the actual calculated amount of the 10% employee health care premium cost. Effective the end of business on June 30, 2010 the actual 10% health care premium contribution payment (as actuarially determined for calendar year 2010) shall be implemented even if a successor agreement is not in effect.
- 2. Transitional Retiree Health Care accrual schedule.** During the period from 10-21-2008 through 6-30-2010 the City will apply a transition accrual schedule that will provide employees who retire, prior to becoming eligible for Medicare or similar national health care benefits, within that period an accrual of 0.33333% per complete month of credited service, with a maximum accrual of 100% at twenty-five (25) years of credited service as set forth in Attachment A.
- 3. Transitional Retiree Health Care Contribution.** Active employees who retire on or before March 31, 2010 shall not be required to pay the premium sharing contribution for the pre-65 retiree health insurance plan.
- 4. Mandatory Conversion to Defined Contribution plan.** Employees hired before October 21, 2008 who did not meet the vesting requirements for the City defined benefit pension system on or before December 31, 2008 shall receive an Initial City Contribution into their Retiree Health Savings Account. This Initial city Contribution shall be actuarially determined based on the present value of their future benefit as of July 1, 2008 with calculations updated to reflect the employee's age and pension eligibility date as of October 21, 2008. This Initial City Contribution will be the greater of:

 - (a) The actuarially determined present value of the accrued benefit multiplied by 90%. This result will be multiplied by a percentage determined by reducing 100% by .5% (one half of one percent) for each month that the employee is below the age of 62;

Or,

(b) The actuarially determined present value of the accrued benefit multiplied by 90%. This result will be multiplied by a percentage determined by dividing the months of service as of October 21, 2008 by 360.

The amounts of the Initial City Contribution and the employees eligible for this contribution are set forth on Exhibit B.

5. Voluntary Conversion to Defined Contribution Retiree Health Care Program.

Employees hired before October 21, 2008 who have not been required to convert to the defined contribution health care plan shall be given the option to convert to the defined contribution health care plan. The conversion must occur on or before June 30, 2009. The conversion amount shall be the greater of (a) 5% of the actuarially determined present value of the accrued benefit or (b) the actuarially determined present value of the accrued benefit multiplied by 90% multiplied by a percentage determined by reducing 100% by .5% (one half of one percent) for each month that the employee is below the age of 62. The amounts of the conversion amounts available to employees who elect to voluntarily convert to the defined contribution health care plan are set forth on Exhibit B.

6. Employee Contributions to the Defined Contribution Retiree Health Care Program. There will be no employee contribution during the six (6) month period after March 24, 2009 and the employee contribution during the period six (6) months after September 24, 2009 through 3-24-2010 shall be \$500.

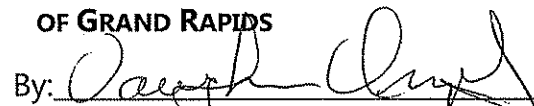
Date: 11/09/09

61ST DISTRICT COURT


By: 
Benjamin Logan, Chief Judge

**ASSOCIATION OF PUBLIC ADMINISTRATORS
OF GRAND RAPIDS**

Date: 11-8-09

By: 
Vaughn Umphrey, Chairperson

Date: 11-8-09

By: 
Douglas Riewald, Vice Chairperson