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12/31/97

# AGREEMENT

Between

**61st Judicial District Court**

And

**61st District Court Employees Independent Union,**

Affiliated With

**Grand Rapids Employees Independent Union**

*Grand Rapids, City of*



(1995-1997)

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



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**And**

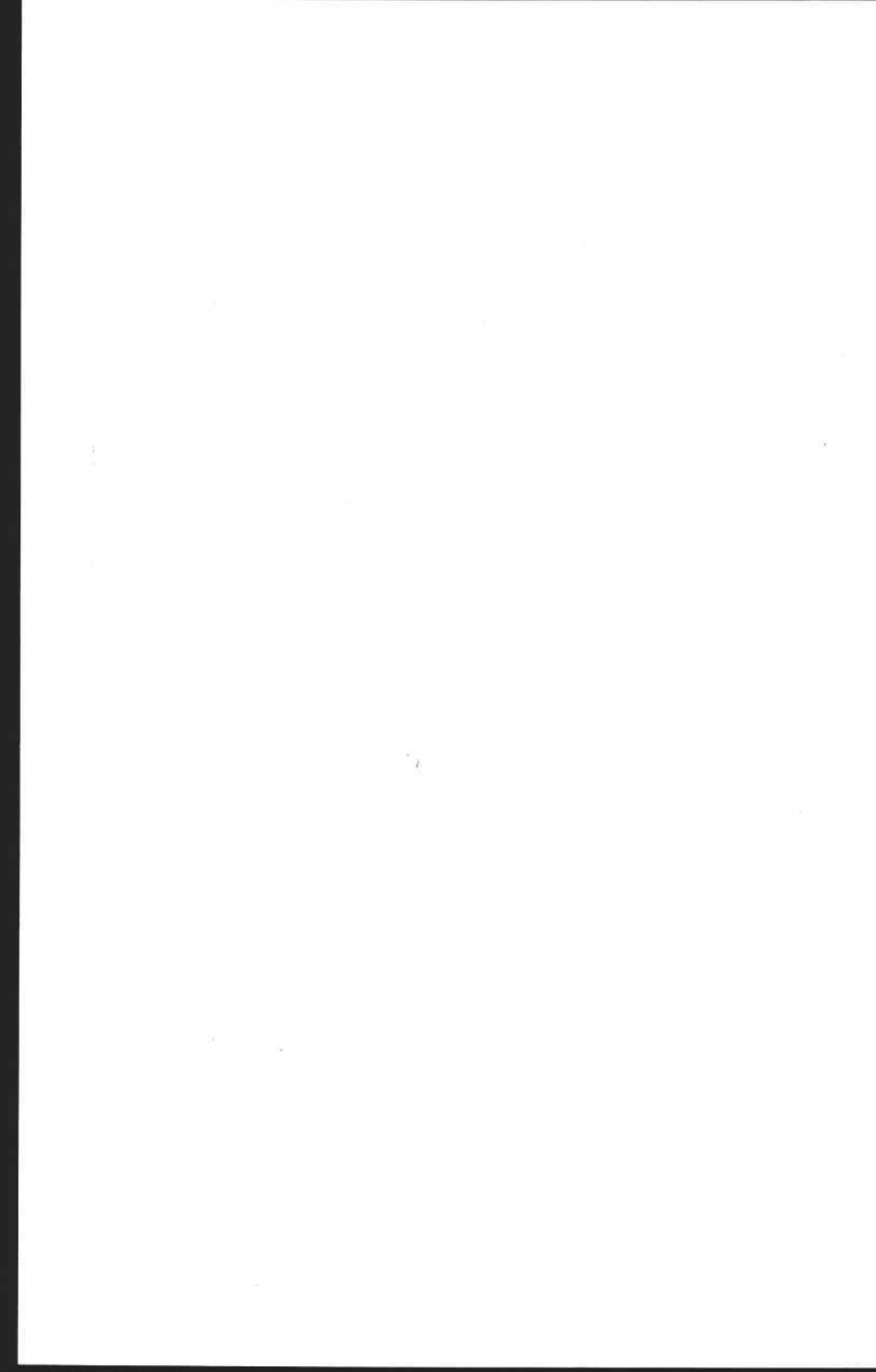
**61st District Court Employees Independent Union,**

**Affiliated With**

**Grand Rapids Employees Independent Union**



**(1995-1997)**



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## **AGREEMENT**

THIS AGREEMENT is entered into February 23, 1995, between the 61ST JUDICIAL DISTRICT COURT, hereinafter referred to as the "Management," and 61ST DISTRICT COURT EMPLOYEES INDEPENDENT UNION, affiliated with THE GRAND RAPIDS EMPLOYEES INDEPENDENT UNION, hereinafter referred to as the "Union." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

### **ARTICLE I. RECOGNITION**

**Section 1.** Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, Management recognizes the Union as the exclusive collective bargaining unit for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. Management will not during the term of this Agreement aid, promote or assist in any way any labor group or organization seeking to represent the employees.

**Section 2.** The bargaining unit consists of all employees, except those designated as excluded, holding positions in the classifications shown in Appendix A or which may hereafter be added thereto or changed as hereinafter provided.

### **ARTICLE II. UNION SECURITY & DUES CHECK-OFF**

**Section 1.** Management will make available to all employees entering the bargaining unit a copy of this Agreement calling their attention to the fact that the Union has been recognized as the exclusive bargaining representative for all employees of the bargaining unit.

**Section 2.** Management will make available to all employees of the bargaining unit, within a reasonable period of time following the execution thereof, a copy of this Agreement.

**Section 3.** It shall be a condition of employment that all present and future employees in the bargaining unit shall either become and remain members in good standing of the Union or pay to the Union each month a Service Charge in an amount equal to regular monthly Union dues commencing thirty (30) days after the effective date of this Agreement or the beginning of their employment, whichever is later. It shall be the responsibility of the Union to obtain a Union dues or Service Charge deduction authorization from employees.

**Section 4.** Management agrees that it will not make a series of seasonal hires for the purpose of filling the permanent bargaining unit position provided for in the budget. It is expressly understood that nothing contained in this Agreement will limit the rights of Management to hire seasonal employees in connection with various social action, intern, or governmentally assisted programs, nor limit the rights of Management to make seasonal hires to fill positions temporarily opened as a result of a leave of absence, sick leave, vacation or similar reasons. Before seasonal employees are hired by the Court during a time when one (1) or more bargaining unit members are laid off from employment by the Court, representatives of the Court and the Union will meet for the purpose of reviewing the Court's decision to make seasonal hires and reviewing suggested alternatives made by the Union.

**Section 5.** Upon written authorization from an employee covered by this Agreement, Management will deduct Union membership dues or Service Charges from the employee's pay on each payday. The employee's authorization for dues or Service Charge deduction shall remain in full force and effect during the period of this Contract and may be revoked only by written notice given during the period of thirty (30) days immediately prior to the expiration of this Contract. The termination must be given both to the Employer and to the Union.

**Section 6.** Remittance of Dues to Financial Officers. Deductions shall be remitted to such address as shall be designated, to the designated officer of The Grand Rapids Employees Independent Union, with an alphabetical list of names of all employees from whom deductions have been made no later than ten (10) days following the date of which they were deducted. The Employer shall additionally indicate the amounts deducted and notify the financial officer of the Union of the names of the employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous remittance of dues.

**Section 7.** The Union will indemnify and hold Management harmless against any claims made and against suit instituted against it on account of the application of this Article.

**Section 8.** The Union agrees to refund to the employee any amount improperly deducted by Management and to limit Management's liability to the remittance of dues actually deducted from the employee's pay.

### **ARTICLE III. MANAGEMENT SECURITY**

**Section 1.** The Union and employees agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike or picketing against Management or any slowdown or other interruption



of or interference with the normal functions of Management. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge. Any employee who is accused of violating this provision and denies such alleged violation may appeal to the grievance procedure. Upon a finding of fact that the employee did violate the provisions of this Article, the disciplinary action imposed by Management shall not be disturbed.

#### **ARTICLE IV. MANAGEMENT'S RIGHTS**

**Section 1.** The Union recognizes that the prerogatives of the Court to operate and manage its affairs in all respects in accordance with its responsibility and the powers or authority which the Court has not officially abridged, delegated, or modified by this Agreement are retained by the Court. These Management Rights include, but are not limited to, the following:

**Section 2.** 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.

**Section 3.** 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.

**Section 4.** To schedule work and overtime as required in the manner most advantageous to the Court. The Court will attempt to afford overtime assignments equally, insofar as practical, among employees who normally perform the work within a classification and department.

**Section 5.** Management, in exercising these functions, will not discriminate against any employee because of his or her membership in the Union.

#### **ARTICLE V. SUBCONTRACTING OF BARGAINING UNIT WORK**

**Section 1.** The right of contracting or subcontracting is vested in Management. Such right shall not be exercised for the sole purpose or intention of undermining the Union nor for the sole purpose or intention of discriminating against any of its members.

**Section 2.** No employee's job will be abolished through subcontracting without giving the Union thirty (30) days advance notice and only when it is not feasible or economical for Court employees to perform such work. During the thirty (30) day notice period, representatives of the Court and the Union will meet for the purpose of reviewing the Court's analysis of the feasibility or economics of the case and to give the Union an opportunity to

make a proposal for adjustments of the Contract to eliminate the need for such subcontracting.

## **ARTICLE VI. UNION BARGAINING COMMITTEE**

**Section 1.** The bargaining committee of the Union will include not more than four (4) bargaining unit members who are employees of the 61st Judicial District Court. If more than one (1) member is selected for the committee from any single department of the Court, if the needs of the service require, the Court may refuse permission for more than one (1) member from the department to be absent at the same time. It may also include non-employee representatives of the Union, not more than four (4) in number. The Union will give to Management in writing the names of its employee representatives on the bargaining committee on or before October 1 immediately prior to the expiration of the Agreement. Permanent substitutions made in the Union bargaining committee shall be promptly reported to Management.

**Section 2.** Employee members of the bargaining committee will be paid by Management for time spent in negotiations with Management but only for the straight-time hours they would otherwise have worked on their regular work schedule. For the purpose of computing overtime, time spent in negotiations shall be considered as hours worked to the extent of the regular work schedule hours which otherwise would have been worked by the committee person.

## **ARTICLE VII. SPECIAL MEETINGS**

**Section 1.** Management and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) working days of the receipt of the written request and shall be held between 8:00 A.M. and 4:00 P.M. at a time and place designated by Management. Each party shall be represented by not more than three (3) persons at special meetings.

**Section 2.** The Union representatives may meet at a place designated by Management, on Management's property, for a period not to exceed one-half (1/2) hour immediately preceding a meeting for which a written request has been made.

**Section 3.** Employee representatives of the Union at special meetings will be paid by Management for time spent in special meetings but only for the straight-time hours they would otherwise have worked on their regular work

schedule. For the purpose of computing overtime, time spent in special meetings shall be considered as hours worked to the extent of the regular work schedule hours which they otherwise would have worked.

**Section 4.** The "Special Meeting and Grievance Pass for Union Officials" Form shall be used by a Union representative in order for the employee to be released from his/her regular work station with pay to attend a special meeting with Management, provided the Court wishes to use such form.

## **ARTICLE VIII. UNION STEWARDS**

**Section 1.** Employees within the bargaining unit shall be represented by a Chief Steward and Stewards in areas of the Court employment in the number and manner set forth in Appendix B. The Union shall furnish Management a list every March and September of the Stewards' names and their assigned areas and shall keep the list current at all times.

**Section 2.** When requested by an aggrieved employee, a Steward shall be scheduled as soon as possible to investigate any alleged or actual grievance in his/her assigned work area and assist in its presentation (including reducing the grievance to writing if necessary). He or she shall be allowed reasonable time therefor during working hours without loss of time or pay, upon notification and approval of his/her immediate supervisor outside the bargaining unit.

**Section 3.** When an employee presents his or her own grievance without intervention of a Union Steward, the Steward shall be given an opportunity to be present and shall be allowed the time therefor, paid at his or her regular rate, upon notification and approval of his/her immediate supervisor outside of the bargaining unit.

**Section 4.** Union business, other than that cited above, shall be conducted so as not to interfere with the work assignment of Stewards or any other employees, and only with the permission of the Management.

**Section 5.** In the event the regularly assigned Steward is not available, the Chief Steward may act on his/her behalf.

**Section 6.** A non-employee Union representative may consult with employees in assembly areas before the start of each work shift or after the end thereof.

**Section 7.** The Steward or Chief Steward shall be allowed reasonable time, paid at his or her regular rate, during his or her regularly scheduled workday, to confer with Management on matters affecting the administration of this Agreement, upon notification and approval of his/her immediate supervisor outside of the bargaining unit.

## **ARTICLE IX. GRIEVANCE PROCEDURE**

**Section 1.** Grievance.

a. A grievance is any dispute, controversy or difference between Management

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.

- b. 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.
- c. At any step, Management or the Union shall have the discretion to consolidate or combine multiple grievances relating to a single incident.

**Section 2. Grievance Time Limits and Exclusive Remedy.**

- a. Any grievance not initiated, advanced to the next step or answered within the time limits specified herein will be considered settled on the basis of the last answer by Management, if the Union does not advance it to the next step within the time limits, or on the basis of the Union's last demand, if Management fails to give its answer within the time limit. Time limits may be extended only by mutual written agreement of Union and Management.
- b. If proceedings involving any matter which is or might be alleged as a grievance are instituted in any administrative action before a government board or agency, or in any court, then such administrative or judicial procedures shall be the sole remedy, and grounds for a grievance under this Agreement shall no longer exist.

**Section 3. Grievances will be processed in the following manner and within the stated time limits.**

Step 1. Any potential grievance may be discussed verbally by the potential grievant and the Steward with the Supervisor and the Court Administrator or Deputy Administrator. If the matter is not resolved in such discussion, it may be initiated as a grievance in Step 1a.

Step 1a. The grievance shall be reduced to writing, be signed by the aggrieved employee or group of employees and by the Steward, and be presented to the Department or Division Head within fifteen (15) working days of its occurrence, not including the day of occurrence. The grievance shall be prepared in detail and be dated. The Department or Division Head will reply to the grievance in writing within ten (10) working days of the date of the presentation of the written grievance, not including the day of presentation.

Step 2a. If the grievance is not settled at Step 1, the written grievance shall be presented to the Court Administrator or Deputy Court Administrator

within seven (7) working days after the Department Head's response is given, not including the day the response is given. The grievance shall be presented along with all pertinent correspondence to date. Within ten (10) working days of such presentation, not including the day of presentation, the Court Administrator or Deputy Court Administrator shall meet with no more than three (3) representatives of the Union, one (1) of whom must be an aggrieved employee, provided that if the grievance is filed by more than one (1) employee, the Union may have present its representatives and aggrieved employees equal in number to Management representatives attending the meeting, not less than three (3). The Court Administrator or Deputy Court Administrator will reply to the grievance in writing within ten (10) working days after the date of such meeting. Such reply will be given to the Steward either personally or by mail postmarked no later than the last day specified herein for such reply.

Step 2b. The Union may initiate its grievances at this Step 2 of the grievance procedure and must process them through Step 2 before they are taken to Step 3. A Union grievance is one in which a right given by this Agreement to the Union as such is alleged to have been violated 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 Court policy. Such 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 representatives of the Union 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 appealed to Step 3.

Step 3. Arbitration.

a. If the matter remains unresolved and the Union wishes to carry the matter further, the Union will notify the Court Administrator or Deputy Court Administrator of its intent to refer the matter to arbitration. Such notice will be sent within forty-five (45) calendar days after the Union's receipt of his response at Step 2. Within seven (7) calendar days thereafter, Management and the Union will arrange for a pre-arbitration conference.

The purpose of the pre-arbitration conference shall be to attempt to resolve the dispute. If the matter cannot be resolved, the

parties shall attempt to select an arbitrator from the names of arbitrators listed on a Letter of Understanding attached to this Agreement and in accordance with the procedure specified therein. If the parties are unable to select an arbitrator by that method and the Union desires to proceed with arbitration, it shall within fifteen (15) days after the conference submit a Demand for Arbitration with the American Arbitration Association. If the Union fails to give written notice to the arbitrator so selected (with a copy to the Court) within forty-five (45) days thereafter, the grievance shall be deemed withdrawn.

- b. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association if it appoints the arbitrator. The power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement and shall have no power to alter, add to, subtract from or otherwise modify the terms of this Agreement as written. His decision on grievances within his/her jurisdiction shall be final and binding on the employee or employees involved, the Union and Management.
- c. The fees and expenses of the arbitrator shall be paid by the party which loses the appeal to arbitration except as the arbitrator directs otherwise. Each party shall fully bear its costs regarding witnesses and any other persons it requests to attend the arbitration. The Chief Steward may attend the arbitration hearing and such will not cause him/her to lose time or pay.
- d. The grievant has the option to proceed to the Chief Judge in lieu of arbitration to satisfy Step 3 of the Grievance Procedure. The Chief Judge's decision shall also be binding on all parties.

#### **Section 4. Election of Remedies.**

- a. 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 appealed subject matter in any court, administrative agency, or other forum.
- b. It is expressly understood and agreed that taking an appeal of any action of the Court to any State or Federal Civil Rights Agency constitutes an election of remedies and a waiver of any and all rights of the individual, the Union or any other person to grieve or arbitrate the action which brought about the appeal.
- c. Either Management or the Union may request a meeting prior to arbitration, whereby attempt at settlement can be made, either prior to or

after the selection of the Arbitrator, or decision to arbitrate.

## **ARTICLE X. PAYMENT OF BACK PAY CLAIMS**

**Section 1.** Back wages and fringe benefits shall be paid to any employee upon a finding that said employee is entitled thereto, in such amounts as may be determined through the grievance procedure.

**Section 2.** No claim for back pay or wages and fringe benefits shall exceed the amount of pay or wages and fringe benefits the employee would otherwise have earned at his/her regular pay or wage rate and fringe benefits. However, any such award may be decreased by such earnings received from other employment or unemployment compensation during the recognized entitled period.

## **ARTICLE XI. DISCHARGE AND DISCIPLINE**

**Section 1.** In cases of discharge or discipline, a representative of Management shall give prompt notice thereof to the employee and the employee's Steward or the Chief Steward. Such notice shall be confirmed in writing within three (3) working days following the day of discharge or imposition of discipline, excluding Saturdays, Sundays, holidays and the day of occurrence. In cases of letters of warning, such letters shall be given to the employee affected and a copy thereof to such employee's Steward or the Chief Steward.

**Section 2.** The affected employee will be allowed to discuss his/her discharge or discipline with his or her Steward. In the case of discharge or suspension, Management will make available a room where the employee may discuss the matter with the Steward before being required to leave the Employer's property. The time allowed for such purpose shall not exceed a reasonable time as determined by Management.

### **Section 3.**

- a. In imposing any discipline on a current charge, Management will not take into account any prior infractions which occurred more than two (2) years previously, provided the employee is not subjected to disciplinary action (excluding letters of warning), during the two (2) year period, nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from his/her date of hire. In the event an employee completes two (2) years of service without a disciplinary action, letters of warning and/or suspension over two (2) years old shall be permanently removed from his/her personnel file upon request of the Court Administrator or Deputy Court Administrator.
- b. Every employee shall be entitled to and shall receive a copy of any and all notices or complaints filed by an employee, supervisor or any other



Court officer or Department or Division Head in the employee's personnel record which relates to, is or may be made the basis for disciplinary action up to and including discharge of such employee by the Court.

**Section 4.** If Management 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 5.** 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 6.**

- a. Rules of conduct dealing with job related activity by Court employees have existed for years, and will continue in effect.
- b. However, it is also recognized that since the Court is both a public institution and an agency whose personnel administer the civil and criminal laws, the conduct of its staff is also important for the proper operation of the Court.
- c. 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.
- d. To that end, it is understood that the fact of conviction of either a felony or of a non-traffic misdemeanor which involves theft, fraud or dishonesty (including issuance of non-sufficient fund checks), an assaultive or sex offense, malicious destruction of property or possession or trafficking in drugs or controlled substances constitutes just cause for disciplinary action by the Court up to and including discharge.

**ARTICLE XII. SENIORITY**

**Section 1.** Definition. Seniority shall mean the status attained by length of continuous service with the Court. Seniority for all purposes under this Agreement shall include continuous service time with the City of Grand Rapids for those employees of record employed before January 1, 1989. Any individual employed on or after January 1, 1989, who has prior continuous service with the City of Grand Rapids shall have such service time credited only for the purpose of establishing seniority or service credit for time measured fringe benefits, such as vacation and sick leave accumulation and accrual, pension and longevity but not for purposes of layoff, recall, promotions and transfers, acting assignment or preference for vacation time off.



## **Section 2. Accrual of Seniority.**

- a. Seniority shall begin with the last day of entering service of the Courts except as provided in Section 1. Two (2) or more persons who enter the service on the same day shall have their relative seniority determined by their social security number, the person with the highest number having the greater seniority.
- b. In the event of layoffs, the designated Stewards shall be retained in positions in their respective areas of representation and the Chief Steward shall be retained in a position in Court service regardless of their respective positions on the seniority list so long as there is a position to be filled in their respective areas of service in the case of the Stewards or in the Court's service in the case of the Chief Steward which such Steward or Chief Steward has the ability to perform. It is the intention of this provision that Stewards and the Chief Steward will have only a right to remain in their respective areas of representation so long as there is work available which they can perform and not a right to occupy any specific position. If such person has the ability to perform the duties of more than one (1) position, he/she will be assigned to a position in a pay range as close to his/her present pay range as possible.
- c. All original appointments shall be probationary subject to a probationary period of six (6) months after appointment. At any time during the probationary period the Chief Judge/Court Administrator may discipline or discharge an employee whose performance does not meet the required work standards. The Union shall represent the probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, except for discipline and discharge for reasons other than Union activities.

## **Section 3. Loss of Seniority.**

- a. Discharge if not reversed.
- b. Resignation. An employee who is absent for three (3) consecutive normally scheduled workdays, without notifying his/her Departmental supervisor or the Court Administrator's Office of a valid reason for such absence, and who has no legitimate reason for not giving such notification of his/her absence, may be considered as having resigned.
- c. Unexcused failure to return to work when recalled from layoff, as set forth in the recall procedure.
- d. Unexcused failure to return to work after expiration of a formal leave of absence.
- e. Retirement.

- f. Layoff for a continuous period of six (6) months or the length of an employee's seniority, whichever is greater.

**Section 4. Seniority Lists.** Management shall maintain seniority lists of employees, arranged in alphabetical order, showing the employee name, address, job title, department or division, and date of hire. Management shall furnish a copy to the Chief Steward and Union in March and September of each year. In the event that conditions beyond the general control of Management prevent preparation of seniority lists as herein provided, Management will so inform the Union, giving the reasons for the delay and the projected preparation date.

**Section 5. Application of Seniority.** Seniority shall apply for purposes of vacation, layoff and recall, acting assignments, promotions and transfers, as otherwise provided in this Agreement.

- a. Transfers. When a bargaining unit vacancy occurs and is posted pursuant to Article XIII, the position shall be filled by transfer of the most senior applicant from within the same position class. An employee so transferred shall have up to three (3) months to demonstrate his or her ability to perform the work of the position to which transferred and shall be returned to his/her former position if Management determines that he/she is unable to perform the work satisfactorily. Within the first month of the transfer and where the employee and the employer agree, the employee may voluntarily return to his/her previous position.
- b. If the position is not filled by transfer of an applicant from within the same position class, it shall be filled by promotion from a promotional eligible list before a new hire.

### **ARTICLE XIII. JOB POSTING—BIDDING PROCEDURE**

**Section 1.** When the Court elects to fill a newly created or vacant position(s) within the bargaining unit, the position(s) shall be posted for a period of at least seven (7) workdays. Such notice will set forth the title, salary range, and the requirements for the position and shall be posted in each Department/Division. Interested employees shall apply in writing within the seven (7) workday posting period.

**Section 2.** All employees who apply for the position will be included on the promotional eligible list. The promotional eligible list shall apply to the specific position to be filled as indicated on the posting. Although not required, the Court may administer any written or oral test it considers necessary or appropriate to evaluate applicants. The Court, however, shall not be required to release scores and rankings.

**Section 3.** All applicants will be considered for the promotion to the vacancy after the requested lateral transfers (within the same classification)

are made. Regardless of any rule, regulation or requirement to the contrary, the Court shall have the authority to select from any of the individuals on the promotional eligible list, provided that no individual shall be hired off an entrance eligible list so long as there is (are) an employee(s) on the promotional eligible list. Any applicant on the promotional eligible list who has more seniority than the individual selected for the vacancy will, upon request made in writing, be given a statement of the reason(s) why the applicant was not selected, provided however it is understood that the Court's decision and selection and the reasons given therefore are not subject to challenge in the grievance and arbitration procedure. The eligible list will remain in effect until the selected employee completes his/her trial or probationary period (whichever is applicable) and will not be used to fill other vacancies in that classification (for which a new posting, bidding and appointment process will be used). A copy of the eligible list will be sent to the Chief Steward along with the name of the person who was awarded the position.

**Section 4.** Court employees who have completed their initial probationary period and who are promoted will be required to serve a trial period of six (6) months. During that trial period, the employee's performance shall be evaluated at the end of three (3) months and the appointment shall become final if a final evaluation at the end of the six (6) month trial period is satisfactory. If the six-month evaluation shows that the employee's performance is not satisfactory, the employee shall be returned to his/her previous position. During the first month of the trial period, the employee may elect to return to his/her previous position. After the first month, the employee may return to his/her prior position only upon approval of the Court.

#### **ARTICLE XIV. LAYOFF AND RECALL**

**Section 1.** Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

**Section 2.** Order of Layoff.

a. Except as provided below, the layoff of permanent employees in any Department or Division shall be in inverse order of seniority in the position classes affected. Temporary and probationary employees shall be laid off before any permanent employees.

**Section 3.** Demotion or Transfer in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requests within three (3) days after receipt of notice of layoff, shall in lieu of layoff under Section 2 be demoted or transferred by Management in accordance with his or her seniority to an equal or lower paying position in the bargaining unit which

he or she is able to perform and qualified to fill, in the following order of priority, provided however, that such employee has more seniority than the employee being displaced:

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

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

It is also understood that a Court Recorder who is not re-appointed by a newly elected Judge may be demoted in lieu of layoff to the position of Deputy Clerk III if he or she is determined to have the ability and qualifications for the position and has more seniority than the least senior Deputy Clerk III.

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

**Section 4.** Exceptions to Seniority. The Chief Judge may approve deviations from seniority in layoffs or demotions in lieu of layoff when seniority alone would result in retaining employees who are physically or mentally unable to perform the full scope of their duties or unable to maintain a satisfactory level of performance in the Department or Division affected. In such cases, the affected employees shall be given written notice of the determination and the reasons therefor.

**Section 5.** Notice of Layoff. Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice, except in situations beyond control of the Court.

**Section 6.** Recall from Layoff.

- a. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address.
- b. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.
- c. Names shall remain on the recall list for six (6) months or the length of their seniority, whichever is greater, unless removed as provided. Employees shall be recalled from layoff or shall be restored to positions from which demoted before any other persons are selected for employment or promotion in those classes; provided, however, they have the ability and qualifications therefor as determined by Management or as provided in Section 3 above.

**Section 7.** Layoff Compensation. Under the Michigan Employment Security Act for public employees, the Court has elected to become a reimbursing employer for unemployment compensation. The Michigan Employment Security Commission will review all applications for unemployment compensation and those individuals eligible under the Act will be paid their benefits directly from the State, in accordance with the MES Act.

**ARTICLE XV. OVERTIME**

**Section 1.** Purpose. The following provision shall govern compensation for overtime to employees of the Court.

**Section 2.** Employees Covered.

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

**Section 3.** Definitions.

- a. Normal workday and workweek. The normal workday for full-time employees shall be eight (8) hours per day (not including lunch periods), five (5) consecutive days per week. The normal workweek for all full-time employees shall be forty (40) hours per week, Monday through Friday, unless scheduled otherwise in accordance with Paragraph b. of this Section.
- b. If work schedules are to be changed for more than five (5) consecutive workdays and the need for such change is known to Management for more than seventy-two (72) hours in advance, openings on such work schedules shall be posted for at least twenty-four (24) hours and shall be filled on the basis of seniority within the classification within a department.

- c. Overtime. Overtime shall consist of authorized work in excess of the normal number of hours in any scheduled workweek/day, not including meal periods. Overtime of less than twenty (20) minutes in any workday shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest half hour (1/2).
- d. All overtime shall be authorized by a Management Supervisor. Employees so assigned shall work such overtime unless excused by a Management Supervisor. Management will attempt to equalize overtime within a Department/Division among the respective classifications during the life of this Agreement.

**Section 4. Method of Compensating for Overtime Work.**

- a. Overtime shall be paid at one and one-half (1-1/2) times the employee's hourly rate.
- b. For the purpose of computing overtime, an employee absent on authorized sick leave with pay, jury leave with pay, holiday or vacation shall be considered to have worked his or her normal work shifts during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.
- c. (1) At the request of any employee eligible for overtime pay indicated to the supervisor at the time the overtime is worked, the supervisor may provide that, in lieu of payment for overtime, the employee be allowed time off with pay at the rate of one and one-half (1-1/2) hours for each hour worked over the normal number of hours in his/her scheduled workweek; provided that the employee has worked at least one-half (1/2) hour of continuous overtime, and provided further that any overtime worked during the lunch period must be initiated by Management in order to qualify for compensatory time off. An employee may accumulate up to a maximum of one hundred twenty (120) hours in a calendar year.  
(2) Any such time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor. All compensatory time earned during a calendar year must be used within the calendar year. Any accumulated compensatory time not used within the calendar year in which it was accrued will be paid to an employee at the employee's regular hourly rate as of December 31.  
(3) This compensatory time provision will be administered in accordance with State and Federal law.

**Section 5. Call Back Pay.**

- a. An employee called to work at a time other than his or her scheduled work shift shall be credited with a minimum of four (4) hours at his or

her regular hourly rate, or with the actual hours worked at one and one-half (1-1/2) times his or her hourly rate, whichever is the greater, unless such time shall be continuous with his or her scheduled work in which case the employee shall be paid at his or her overtime rate. This provision shall apply to those employees who have completed their regularly scheduled workweek and are required to report to work for work on Saturday.

**Section 6. Bargaining Unit Work.**

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

**Section 7. Saturday or Sunday Work.** An employee shall be paid one and one-half (1-1/2) times his/her hourly rate for all hours worked on Saturday and Sunday, except for employees whose regular work schedule includes Saturday and Sunday.

**ARTICLE XVI. REST PERIOD**

**Section 1.** Management shall allow one (1) fifteen (15) minute rest period during each one-half (1/2) shift of the workday; such periods shall be scheduled in accordance with department rules.

**ARTICLE XVII. NEW OR CHANGED JOBS**

**Section 1.** Existing classifications and job descriptions may be changed during the term of this Agreement, but only after notice of intended change is given to the Union and, if requested within ten (10) days thereafter, a special meeting is held thereon. New positions may be established and the salary range determined by the Court in accordance with Court Budget requirements. The parties will negotiate as to whether or not new or changed positions should be included in the bargaining unit. Failing agreement, the matter shall be resolved through determination by the Michigan Employment Relations Commission. If any bargaining unit job is changed or newly created, the rate of pay shall be subject to negotiation by the parties.



## ARTICLE XVIII. WAGES

**Section 1.** Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendices C, D, E and F.

The wage increase for 1997 will be determined by utilizing the average monthly changes in the CPI-W All Cities Reports for the months of December 1996 through November 1997. This factor, as a percentage, shall be multiplied times the employee's total wages for 1997 and paid to the employee in a lump sum as soon as this amount can be reasonably determined. That percentage increase shall also be added to the July 1, 1996, wage schedule, effective January 1, 1998. The increase shall be at least two percent (2%) but no greater than four percent (4%) for 1997 wages.

**Section 2.** For the purpose of this Section, the second shift is defined as any work period commencing between the hours of 1:59 p.m. and 9:59 p.m. The third shift is defined as any work period commencing between the hours of 9:59 p.m. and 4:59 a.m.

The following shift differentials shall apply:

- 55 cents/hour—2nd shift
- 60 cents/hour—3rd shift

Effective January 1, 1997:

- 60 cents/hour—2nd shift
- 65 cents/hour—3rd shift

## ARTICLE XIX. PAY CHANGES

**Section 1.** Purpose. The following provisions shall govern the assignment of pay steps to employees of the Court.

**Section 2.** Definitions for Purpose of this Article.

- a. *Promotion* shall mean a change in employment to a position class which has a higher maximum salary.
- b. *Demotion* shall mean a change in employment to a position class which has a lower maximum salary.
- c. *Transfer* shall mean a change in employment to another position in any class which has the same maximum salary and similar duties and qualifications.
- d. *Reclassification* shall mean the changing of a position from one class to another based on the duties involved.
- e. *Salary Step Increase* shall mean an increase in compensation to the next higher step in the same pay range.



f. *Acting Assignment* shall mean an assignment for a limited time to a position class as determined by the needs of the service; such assignment not involving promotion or change of status, notwithstanding any provision or rule to the contrary.

**Section 3. Anniversary Dates for Salary Step Increases.**

a. Establishment.

- (1) Original Employment and Re-employment. The date one (1) year after completion of the probation period and the corresponding date each year thereafter.
- (2) Promotion. The date one (1) year after completion of the trial 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.

**Section 4. Compensation Determinations.**

a. Original Employment and Re-employment. Employees shall be employed at the lowest step for their position class, unless the Chief Judge/Court Administrator determines that the needs of the service require that compensation be fixed at a higher salary step.

b. End of Probation. The employee's salary automatically increases to the next higher step at the end of the probationary period.

c. Anniversary Date.

- (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 based on merit relative to the requirements of the position. Employee performance shall be evaluated semi-annually; however, performance deficiency shall be brought to the attention of the employee as noted by the supervisor and documented. Merit increases shall not be denied except for proper cause.
  - (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 the positions. Accordingly, an employee shall be evaluated every three months and a satisfactory rating shall entitle an employee to the step increase.
- d. Promotion or Upward Reclassification. Employees who are promoted or whose positions are reclassified to a class in a higher pay range shall initially be paid either (1) at the first salary step in such range which is higher than the salary received immediately before such promotion or reclassification or (2) twenty cents (\$.20) per hour over their former rate, whichever is greater. Promoted or upwardly reclassified employees shall be eligible for a step increase six (6) months after date of promotion or upward reclassification.
- e. Working Out of Classification. If filling a position on an acting basis becomes necessary, employees within the Department or Division affected will be given first preference for the position, then other Court employees will be given preference. Where consistent with the needs of the service, the acting assignment shall be offered to the most senior qualified employee in the appropriate classification in the department, as determined by Management. If an employee works on acting assignment to a higher position class pursuant to a written order from Management, the employee shall be paid either (1) at the first salary step in the acting assignment range which is higher than the employee's current salary or (2) twenty cents (\$.20) per hour over their former rate, whichever is greater, for all hours so worked, computed to the nearest full hour.

When an employee is regularly assigned for a part of his or her time to work that falls in another classification, the nature of the work and the amount of time on such assignment will be a proper consideration in establishing the classification to the position.

If a formal training program to upgrade employees' skills is put into effect, those employees who apply and qualify for such training will be

paid at the rate of their regular job during such training period, and it is understood that the training program will not be utilized by Management as a means to subvert the intent of the acting assignment provisions of this Article.

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

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

## ARTICLE XX. LONGEVITY PAY

**Section 1.** Purpose. The following provisions shall govern the assignment of longevity pay steps to employees of the Court.

**Section 2.** Definitions.

- a. *Longevity Pay* shall mean a salary additive payment based on length of continuous service paid periodically to employees, adjusted at specified intervals in accordance with the following schedule:

Service Years	Longevity Pay		Effective 1-1-93
5 through 9	L1	\$180	\$250
10 through 14	L2	300	420
15 through 19	L3	420	600
20 through 24	L4	540	750
25 and over	L5	660	925

- b. *Longevity Qualification Date* shall mean the date on which an employee completes five (5), ten (10), fifteen (15), twenty (20), or twenty-five (25) years of continuous service.
- c. *Longevity Earning Date* shall mean the date an employee begins to earn longevity pay and shall be the first day of the month immediately following his or her longevity qualification date.
- d. *Continuous Service* shall mean service uninterrupted by resignation or discharge.

### **Section 3. Payment of Longevity Pay.**

- a. Longevity Pay shall be paid on an employee's cumulative base salary during the earnings period immediately preceding June 1 or December 1.
- b. Longevity Pay shall be for 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.
- c. In December, 1987 and thereafter, eligible employees will receive their longevity pay in checks separate from their normal paychecks.

### **Section 4. Effect of Layoff and Leave of Absence on Longevity Qualification Date.**

- a. An unpaid leave of absence or a layoff of sixty (60) days or less shall not postpone the longevity qualifications date of an employee.
- b. An unpaid leave of absence (except Military) or layoff in excess of sixty (60) days shall postpone the longevity qualification date for the total period of separation, but time previously served toward the next longevity qualification date shall be credited when the employee returns to the payroll.

### **Section 5. Effect of Service Interruption on Longevity Pay**

- a. An employee who for any reason terminates employment with the Court prior to June 1 or December 1 shall receive longevity pay on a prorated time basis for the full calendar months served.
- b. An employee absent from service due to leave of absence or unpaid leave shall receive longevity pay on a prorated time basis for full calendar months served and it shall be payable upon the return to service of such employee.
- c. Employees who work twelve (12) or more days in any calendar month shall earn longevity credit for that month.

## **ARTICLE XXI. VACATIONS**

### **Section 1. Definitions.**

- a. *Service* shall mean any period of time for which an employee receives wages.
- b. *Vacation Day* shall mean a period of time equal to eight (8) hours of one (1) regularly scheduled normal workday.
- c. *Workweek* shall mean a period of time equal to forty (40) hours or the normal number of hours worked by an employee during a regular work schedule.

d. *Continuous Service* shall mean service, as defined by "a" above, uninterrupted by resignation or discharge.

**Section 2. Vacation Allowance.**

- a. An employee with less than five (5) years of continuous service shall earn five-sixths (5/6) of a workday of vacation for each calendar month of service to a maximum of ten (10) workdays (two (2) workweeks) per year.
- b. On the first day of each calendar year following completion of the fifth (5th) through nineteenth (19th) year of continuous service, an employee may accrue an additional day (cumulatively each year) of vacation so that on January 1st following the nineteenth (19th) year of continuous service an employee may be eligible for a total of twenty-five (25) workdays (five (5) workweeks) of vacation, as follows:

<u>Years Of Continuous Service</u>	<u>Vacation Days Credited On The Following January 1</u>
1 Year	10 Days
2 Years	10 Days
3 Years	10 Days
4 Years	10 Days
5 Years	11 Days
6 Years	12 Days
7 Years	13 Days
8 Years	14 Days
9 Years	15 Days
10 Years	16 Days
11 Years	17 Days
12 Years	18 Days
13 Years	19 Days
14 Years	20 Days
15 Years	21 Days
16 Years	22 Days
17 Years	23 Days
18 Years	24 Days
19 Years	25 Days
20 Years	25 Days
21+ Years	25 Days

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

**Section 3. Use of Vacation.**

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

An employee requesting to use vacation time not scheduled in advance, must notify the Court Administrator or Deputy Court Administrator/Chief Judge for approval as promptly as practical, depending on the circumstances, not later than one-half (1/2) hour following the start of his/her scheduled shift. Failure to do so may result in denial of his/her claim for paid vacation time. Vacation time not approved in advance may be subject to verification.

Vacation time may not be used in lieu of sick leave when an employee has sick leave available.

- b. Employees shall be allowed to maintain a maximum accumulation of forty (40) days of vacation from one fiscal 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 68 days between the period of January 1 and June 30.
- c. A general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.
- d. Cash payment in lieu of unused vacation shall be made only upon termination of employment. Upon termination, the employee shall be paid in full to the nearest one-half (1/2) day for all unused vacation up to a maximum of twenty-five (25) workdays (five (5) workweeks) provided that in the event termination is caused by the death of the employee the maximum payment limitation shall not apply.

**Section 4. Vacation/Compensatory Time Pay Advances.** An employee going on vacation/compensatory time off who so requests shall be paid in advance and shall make a pay assignment to the City Comptroller in consideration thereof. Pay advances shall not exceed amounts for which departmental payrolls have been prepared or are in process, less any prior obligations.

## ARTICLE XXII. HOLIDAYS

**Section 1.** 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.

### **Section 2.** Holidays

a. The following shall be general paid holidays for employees:

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

The days on which the above holidays are celebrated shall be the same as those observed by the United States Government.

- b. Whenever any of the above holidays falls on Saturday, the Friday immediately preceding shall be considered as the holiday.
- c. Whenever any of the above holidays falls on Sunday, the Monday immediately following shall be considered as the holiday.
- d. In the event December 25 (Christmas Day) falls on Saturday, the Christmas Eve holiday shall be considered as the immediately preceding Thursday. In the event December 25 (Christmas Day) falls on Monday, the Christmas Eve holiday shall be considered as the immediately preceding Friday.
- e. All Court employees shall be credited with the number of hours in their normal work shift for each of the above holidays except as further provided herein; provided, that no employee shall receive credit for more than twelve (12) holidays in any calendar year.
- f. 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 be on approved leave of absence on such day or days.
- g. On Columbus Day and National Election Day, employees will report to work, even though Court itself will not be in session.
- h. An employee on formal unpaid leave of absence or layoff (removed from the payroll) shall not receive holiday pay credits during such leave.
- i. On general paid holidays only those employees shall be on duty whose services are necessary.

- j. The employee's birthday holiday shall be taken during the calendar year of occurrence to be scheduled by agreement with the employee's supervisor. If not used during the year, the day shall be converted to accumulated vacation.

### **Section 3. Method of Compensation for Holiday Work**

- a. Employees eligible for overtime pay as provided in the overtime provisions who are required to work on a general paid holiday shall be paid at one and one-half (1-1/2) times their hourly rates for such hours worked, in addition to the number of work hours credited as provided in "e" above.
- b. If any of the above holidays falls on an employee's regular day off, the employee will be credited with the number of work hours for such day, as provided in "e" above. In such cases, the unworked holiday hours shall not be included as hours worked for the purpose of computing overtime.
- c. General paid holidays shall not be charged as vacation or sick leave.
- d. Employees absent unexcused on a general paid holiday on which they are scheduled to work shall receive no pay for that day.

## **ARTICLE XXIII. SICK LEAVE**

### **Section 1. Definitions.**

- a. *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.
- b. *Service* shall mean any period of time for which an employee receives wages.
- c. *Supplemental Employment* shall mean a paid off-duty job, including self-employment, covered by sick leave benefits, health and accident insurance, Worker's Compensation or any combination thereof.

### **Section 2. Sick Leave Accumulation.**

- a. For service prior to July 1, 1966, sick leave shall be accumulated on the basis of five-sixths (5/6) of a day of sick leave for each full calendar month of service. For service thereafter, an employee shall accumulate one (1) day of sick leave for each calendar month of service in which he/she works twelve (12) or more complete days.
- b. Unused sick leave days shall accumulate from year to year to an unlimited amount.

**Section 3. Recording Use of Sick Leave.** Sick leave shall be charged to the nearest one-half (1/2) hour. When an employee is required to be absent



less than two (2) hours in order to keep a doctor or dentist appointment, sick leave shall not be charged. The employee must present a signed appointment card from the doctor or dentist.

**Section 4. Permitted Uses.**

- a. **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.
- b. **Emergency Use.**
  - (1) 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 include grandchildren, son or daughter-in-law and grandparent-in-law.
  - (2) 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 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.

**Section 5. Excluded Use.**

- a. **Paid sick leave shall not be authorized:**
  - (1) For personal injury incurred in supplemental employment,
  - (2) For simple illness or disability in the immediate family of an employee, not requiring emergency medical treatment, or professional attention, or

- (3) For personal convenience or private business, recreational purposes, or supplemental employment.
- (4) The parties agree that the sick leave provisions of Article XXII of the Labor Agreement between the Court and the Union 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.

**Section 6.** Substantiation. An employee shall provide such medical substantiation for use of sick leave as may be required by his/her Department Head. Intentional falsification of any sick leave affidavit or fraudulent use of sick leave shall be grounds for disciplinary action up to and including discharge.

**Section 7.** 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 Management Physician. In the event of a dispute, the question shall be subject to the grievance procedure and the grievance shall be presented at the Step 3 level.

**Section 8.** Unpaid Sick Leave. The Court Administrator or Deputy Court Administrator shall, upon the advice and recommendation of the Management Physician, grant unpaid sick leave for up to one (1) year upon application of any employee whose paid sick leave is exhausted. Any extension of such leave shall be subject to the Management Rules.

**Section 9.** Pay of Unused Sick Leave. Unused accumulated sick leave shall be paid to employees who resign or retire with ten (10) years or more of continuous service, to a maximum of ninety (90) days at the rate of One Dollar (\$1.00) per day times the years of continuous service for employees retiring, and at the rate of Fifty Cents (\$.50) per day times the years of continuous service for persons resigning.

**Section 10.** 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.

## **ARTICLE XXIV. HUMANITARIAN CLAUSE**

**Section 1.** Should an employee covered by this Agreement become physically or mentally handicapped to the extent he or she cannot perform his or her regular job, Management will make every effort to place the employee in a position that he or she is physically and mentally able to perform; in so doing, Management will attempt to place the employee in a position as close as possible to his or her previous wage level.

**Section 2.** On an individual basis, employees within the bargaining unit may donate accrued compensatory or vacation time to another employee in the unit if (a) the recipient or a member of his/her immediate family (as defined in Article XXIII, Section 1a) is sick, 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.

## **ARTICLE XXV. LEAVE FOR UNION FUNCTIONS**

**Section 1.** Management will grant a total of up to five (5) workdays of leave of absence with pay per year for members of the Union to attend functions of the Union, provided such leave is requested in advance and the needs of the service will not be adversely affected by such absence. Such days shall be accumulative for the life of this Agreement, and any balance shall be carried over to a successor Agreement.

**Section 2.** Effective upon ratification of this Agreement, the number of days (or hours) of such accumulated but unused leave shall be increased by 5 days (40 hours), and effective January 1, 1993 be increased by 2 days (16 hours).

## **ARTICLE XXVI. JURY/WITNESS LEAVE**

**Section 1.** Employees shall be given leave of absence with pay for working time lost when called to serve on jury duty or if subpoenaed to give testimony involving their official capacity or work with the Court. Such employees shall be paid at their regular rate for all working time lost up to forty (40) hours per week. In consideration of receiving their regular pay, employees shall assign to the Court all remuneration received for jury duty or as witness fees during the same period, excluding mileage.

## **ARTICLE XXVII. LEAVES OF ABSENCE WITHOUT PAY**

**Section 1.** An employee who has completed his/her entrance probationary

period may be granted a leave without pay by the Court for a period not to exceed one (1) year (365 days) unless an extension is approved by the Court. Such leaves shall be granted for sickness, disability, military training or other good and sufficient reasons.

**Section 2.** When an employee returns from a leave of absence, he/she shall be returned to the position that was held at the time the leave was granted. Employees shall retain, but not accrue, seniority while on any leave of absence (except military) provided the leave is in excess of sixty (60) days.

## **ARTICLE XXVIII. INSURANCE**

**Section 1.** Management shall, at its expense, provide a group hospital, medical, vision, surgical insurance and dental insurance policy to all employees within the bargaining unit which shall provide coverage for the employee and the employee's dependents as defined in said policy, provided that the coverage of said policy shall not be less than the coverage of the present policy provided by Management to employees.

### **Section 2.**

- a. Management shall, at its expense, provide a \$20,000 cash payment to each employee within the bargaining unit which benefit shall be payable to the beneficiary or beneficiaries of any such employee whose death does not result from an injury arising out of and in the course of his or her employment with the Court. Said benefit shall be payable to the beneficiary or beneficiaries of the employee's choice as designated on the "Designation of Beneficiary" forms which shall be provided by Management and shall be kept on file in the Court Personnel Office. Employees shall have the right to change the beneficiary or beneficiaries at any time during their employment with the Court by executing a "Change of Beneficiary" form as provided by Management. 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 Management, except that any employee who is granted a leave of absence because of disability or an approved maternity leave will nevertheless be considered still employed. Termination of employment shall not be deemed to include an employee who is under suspension for disciplinary reasons or an employee who shall have been unlawfully dismissed.

b. In the event an employee dies and the employee's death occurs as a result of personal injury arising out of and in the course of his or her employment with Management and the amount of benefits which would be payable under the Worker's Compensation Act would amount to less than \$20,000, Management shall make a lump sum cash payment equal to the difference between the amount of \$20,000 and the total Worker's Compensation benefits, to the employee's beneficiary or beneficiaries designated on the "Designation of Beneficiary" form provided by Management, 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, Management shall compute the "total Worker's Compensation benefits" as of the date of the employee's injury under the circumstances and considering the number of dependents at that time. The "total Worker's Compensation benefits" shall be computed to include (a) the total weekly benefits provided by the Worker's Compensation Act multiplied by the number of weeks payable (presently 500 weeks), (b) medical expenses payable, (c) burial expenses payable, and (d) any disability payments which have been paid or have become due for injury which is the proximate cause of death.

(2) For the purpose of computing the "total Worker's Compensation benefits," the spouse and minor children of the deceased employee and any person or persons partially dependent upon the deceased employee within the meaning of the Worker's Compensation Act shall be considered wholly dependent upon the deceased employee.

(3) Provisions of the Section 2b shall not be affected in any way by an election by the dependents of a deceased employee to receive Duty Disability Benefits under the provisions of the City Code in lieu of benefits under the Worker's Compensation Act.

c. No benefits shall be payable under this section unless written application for such benefits is filed with Management by the beneficiary or beneficiaries of the deceased employee designated on the "Designation of Beneficiary" form or by the administrator or executor of the estate of the said deceased employee within one (1) year after the employee's death or within one (1) year after the beneficiary, beneficiaries, administrator or executor of the estate shall have knowledge or reasonably should have knowledge of their right to make a claim, whichever occurs later.

d. In the event that the beneficiary, beneficiaries or the estate of the deceased employee shall be paid benefits under subsection "a" thereof and compensation or benefits are subsequently paid or awarded for the same

death to any person or persons under the Duty Disability Provision of the City Code or as a result of any proceeding instituted under the Worker's Compensation Act against the Court, the beneficiary, beneficiaries or estate of the deceased employee, as the case may be, shall be liable and shall repay to Management the amount equal to the compensation of Duty Disability Benefits which are paid or awarded up to the sum of \$20,000.

- e. In the event that an employee dies within two (2) years after coverage is extended to the employee under this Section 2, and it is determined that the employee's death was due to suicide, no benefits shall be payable to any party or parties under this Section.
- f. No determination, presumption or finding made by Management in the application of any of the provisions of Section 2 shall be binding upon Management in any proceeding of the Worker's Compensation Act nor shall the same be an admission of liability under said Act.
- g. No action at law or in equity shall be brought by any person or persons to recover any provisions of this Section prior to the expiration of ninety (90) days after application for benefits and proof of death has been filed with Management pursuant to subsection "c".
- h. Management will pay the hospitalization insurance premium for the retiree and his/her dependents from the time the employee retires and until the time such retiree becomes eligible for Medicare or similar national health insurance benefits provided that: 1) the employee retires with thirty (30) years of service and is at least fifty (50) years old; or 2) the employee is at least sixty-two (62) years old and has eight (8) years of service; or 3) the employee is disabled pursuant to the provisions of the pension ordinance.

**Section 3.** Effective January 1, 1994 the Court shall adjust its basic group plan presently administered by the Traveler's Insurance Company to require the employee to pay an annual deductible of \$50 per calendar year of covered benefits, with a family deductible cap of \$100 per calendar year.

It is understood by the parties that there will be a moratorium on any changes in both the health care benefits and cost sharing for the contract period following December 31, 1994.

## **ARTICLE XXIX. PENSIONS**

**Section 1.** The pension plan presently in effect for Court Employees shall be continued for the life of this Agreement, provided that effective January 1, 1990 the Court will pick up 1% of the employees' contributory share of the cost of the Pension Plan.

**Section 2.** Effective January 1, 1990, the Pension Ordinance shall be amended to reduce the present five years final average salary factor to three years. Such amendment shall apply to employees of record who retire on or after January 1, 1990.

**Section 3.** A supplement to the pension benefit currently received by retirees may occur annually in the form of a thirteenth pension check during the month of January. The issuance of said check will depend upon the availability of an accumulation of fifty percent (50%) of the actuarially determined net annual book value investment returns in excess of eight percent (8%) from Benefit and Casualty Reserve Funds. The amount available for distribution in any given year will be the average of the last five (5) years accumulation.

**Section 4.** Effective with the first pay period on or after ratification of this Agreement a Trust Fund will be created for making payments toward premium for the existing supplement to medicare plan in the same manner as done by the City of Grand Rapids for employees represented by the Union.

**Section 5.** Effective January 1, 1995, for future retirees a) the pension multiplier factor shall be increased to 2.5. The Court will assume one percent (1%) of the actuarial cost of such improvement, and the remaining actuarial cost shall be added to the employee's contribution rate to the pension plan; b) the B-option survivor benefit actuarial reduction shall be frozen after 40 years of service; and c) the spousal death-in-service benefit shall not be actuarially reduced if death occurs after eligibility for early pension but prior to eligibility for full pension.

## **ARTICLE XXX. MILITARY SERVICE VETERANS**

**Section 1.** The reemployment of military service veterans shall be in accordance with the applicable statutes in effect at the time of the reemployment.

## **ARTICLE XXXI. WORKER'S COMPENSATION**

**Section 1.** Management shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation, Worker's Compensation for employees injured on the job by the difference between Worker's Compensation and their normal weekly earning, excluding overtime. The supplement shall be determined in such a manner that insures that an employee's worker's compensation and supplement when combined shall not exceed his or her allowable take home pay.

**Section 2.** In the event an employee receives sick leave compensation and subsequently such employee is awarded Worker's Compensation for the same period of time, the employee shall reimburse Management for such amounts received as sick leave compensation and Management shall credit



the employee's sick leave account with the number of days so used as sick leave.

## **ARTICLE XXXII. BULLETIN BOARDS**

**Section 1.** Management shall provide space for bulletin boards in mutually acceptable locations to be used by the Union for posting notices of interest to its members.

**Section 2.** The Union will supervise the placement of material on the Union bulletin boards. Only material authorized by the Chief Steward will be posted thereon. Management will call to the attention of the Union any posted material it considers objectionable and it will have the material removed if it is inconsistent with the spirit of this Article.

## **ARTICLE XXXIII. NO DISCRIMINATION**

**Section 1.** The parties hereto agree that they shall not discriminate contrary to state or federal law. There will be no discrimination against any employee because of his/her duties as a Union official, steward, or committee member.

**Section 2.** Management and the Union acknowledge their continuing responsibility to carry on equal employment practices whereby all employees will be given equal opportunity to be employed in positions which provide the greatest opportunity for use of their abilities.

## **ARTICLE XXXIV. MAINTENANCE OF STANDARDS**

**Section 1.** Management agrees that all conditions of employment not otherwise provided for herein relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at the standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

## **ARTICLE XXXV. AUTHORIZED REPRESENTATIVES**

**Section 1.** In the absence of the Management or Union representatives who are authorized by this Agreement to take a specified action, such action may be taken by the person whom the Union or Management authorized in writing to perform such action. The Deputy Court Administrator is authorized to act for the Court Administrator.

## **ARTICLE XXXVI. SUPPLEMENTAL AGREEMENTS**

**Section 1.** All supplemental agreements modifying this Agreement are subject to approval by duly authorized representatives of Management and the Union.



## **ARTICLE XXXVII. VALIDITY**

**Section 1.** If any portion of this Agreement is found to be illegal, such illegality shall not in any way affect any other parts of this Agreement.

## **ARTICLE XXXVIII. CAR ALLOWANCE AND PARKING**

**Section 1.** Employees properly authorized and directed by Management to use their personal automobiles in the performance of Court business shall be paid twenty-five (\$.25) cents per mile for such use.

**Section 2.** Management agrees to provide free parking space for all bargaining unit employees who are employed in the City Hall, Justice Building, and Police Headquarters and who drive their personal automobile to work. If the Court is relocated during the life of this Agreement, this Section will, upon written request, be subject to renegotiations.

## **ARTICLE XXXIX. BONDING**

**Section 1.** 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.

## **ARTICLE XL. TUITION REIMBURSEMENT**

**Section 1.** Each employee in the bargaining unit will be eligible to receive reimbursement for the costs of college tuition in accordance with the following provisions:

- a. The employee must receive a final course grade of a "C" or better or must pass the course if there is no grade given. Courses for reimbursement must be approved by the Court in advance.
- b. Only tuition costs are subject to being reimbursed (e.g., books and lab fees would not be reimbursed.)
- c. Each employee may be entitled to receive reimbursement for up to four (4) courses per fiscal year, maximum of \$300 reimbursement for any course, subject to availability of funds.
- d. Each request for tuition reimbursement shall be submitted to the Court Administrator along with a brief explanation as to how the course will benefit the employee in his/her employment with the Court.

**Section 2.** Each request shall be considered on its merits and no request shall be unreasonably denied; except that limited availability of funds may cause some requests to be denied because funds are not available.

## **ARTICLE XLI. SAFETY COMMITTEE**

**Section 1.** The Union and Management agree to establish a Safety

Committee consisting of not more than three (3) members appointed by the Union and three (3) members appointed by Management. The committee shall meet at reasonable times for the purpose of considering and recommending action on Safety issues that may be of concern to Bargaining Union members or to the Court. Union members shall not lose time or pay for time spent during regular working hours in Safety Committee meetings.

## **ARTICLE XLII. ENTIRE AGREEMENT**

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

## **ARTICLE XLIII. TERMINATION AND MODIFICATION**

**Section 1.** This Agreement shall become effective on January 1, 1995 and continue in full force and effect until 11:59 P.M. on December 31, 1997. The parties agree to begin negotiations on the amendment, modification, extension and/or renewal of this Agreement between November 1 and November 15, 1994.

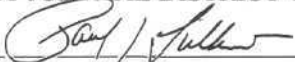
**Section 2.** If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

**Section 3.** If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on its termination date or any time thereafter on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.

**Section 4.** Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, at its regular address, Grand Rapids, Michigan, and if to Management, to the 61st Judicial District Court, Grand Rapids, Michigan, or to any such address as the Union or the Management may make available to each other.

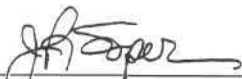
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this 23rd day of February, 1995.

61ST JUDICIAL DISTRICT COURT


By   
Chief Judge

WITNESSES:

61st District Court Employees  
Independent Union, Affiliated with  
The Grand Rapids Employees  
Independent Union

  
Court Administrator

Karen M. Lewis  
Chief Steward

  
Deputy Court Administrator

Marti Kleckberg  
Bargaining Committee Member

May A. Quibby  
Bargaining Committee Member

  
Bargaining Committee Member

James E. Turner  
61st District Court Employees  
Independent Union, Affiliated with  
The Grand Rapids Employees  
Independent Union

# APPENDIX A

## CLASSIFICATION INDEX

<b>Classification Title</b>	<b>Code No.</b>	<b>Salary Range</b>	<b>Salary Steps</b>
Clerk Typist	E01	4E	7
Court Bailiff		12E	7
Court Recorder	E10	14E	7
Deputy Court Clerk I	E20	9E	7
Deputy Court Clerk II	E21	12E	7
Deputy Court Clerk III	E22	14E	7
Deputy Court Clerk IV	E24	18E	7

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

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

## APPENDIX B

### Responsibility Areas (locations) and Number of Union Stewards

Traffic Division	1
Civil Division, Real Estate & Small Claims & Admin.	1
Probation and Reporters	1
Criminal Division and Assignment Clerk	<u>1</u>
Total	4

# APPENDIX C

## 61ST DISTRICT COURT EMPLOYEE BARGAINING UNIT ANNUAL SALARY SCHEDULE January 1, 1995

Salary Range Number	H	A	B	C	D	E	F
4E	18,190 8.75	19,284 9.27	19,874 9.55	20,627 9.92	21,218 10.20	21,920 10.54	22,620 10.88
9E	21,339 10.26	22,620 10.88	23,372 11.24	24,183 11.63	24,987 12.01	25,905 12.45	26,927 12.95
12E	23,575 11.33	24,987 12.01	25,905 12.45	26,927 12.95	27,955 13.44	28,976 13.93	30,051 14.45
14E	25,406 12.21	26,927 12.95	27,955 13.44	28,976 13.93	30,051 14.45	31,242 15.02	32,369 15.56
18E	29,470 14.17	31,242 15.02	32,369 15.56	33,606 16.16	34,959 16.81	36,142 17.38	37,377 17.97

# APPENDIX D

## 61ST DISTRICT COURT EMPLOYEE BARGAINING UNIT ANNUAL SALARY SCHEDULE July 1, 1995

Salary Range Number	H	A	B	C	D	E	F
4E	18,470 8.88	19,573 9.41	20,155 9.69	20,946 10.07	21,528 10.35	22,256 10.70	22,984 11.05
9E	21,653 10.41	22,984 11.05	23,733 11.41	24,565 11.81	25,334 12.18	26,270 12.63	27,352 13.15
12E	23,899 11.49	25,334 12.18	26,270 12.63	27,352 13.15	28,371 13.64	29,390 14.13	30,514 14.67
14E	25,771 12.39	27,352 13.15	28,371 13.64	29,390 14.13	30,514 14.67	31,699 15.24	32,843 15.79
18E	29,910 14.38	31,699 15.24	32,843 15.79	34,112 16.40	35,485 17.06	36,691 17.64	37,939 18.24

# A P P E N D I X E

## 61ST DISTRICT COURT EMPLOYEE BARGAINING UNIT ANNUAL SALARY SCHEDULE January 1, 1996

Salary Range Number	H	A	B	C	D	E	F
4E	18,741 9.01	19,864 9.55	20,446 9.83	21,258 10.22	21,840 10.50	22,589 10.86	23,338 11.22
9E	21,965 10.56	23,338 11.22	24,086 11.58	24,939 11.99	25,688 12.35	26,645 12.81	27,768 13.35
12E	24,232 11.65	25,688 12.35	26,645 12.81	27,768 13.35	28,787 13.84	29,806 14.33	30,971 14.89
14E	26,146 12.57	27,768 13.35	28,787 13.84	29,806 14.33	30,971 14.89	32,157 15.46	33,322 16.02
18E	30,347 14.59	32,157 15.46	33,322 16.02	34,611 16.64	36,005 17.31	37,232 17.90	38,501 18.51



# APPENDIX F

## 61ST DISTRICT COURT EMPLOYEE BARGAINING UNIT ANNUAL SALARY SCHEDULE July 1, 1996

Salary Range Number	H	A	B	C	D	E	F
4E	19,011 9.14	20,155 9.69	20,738 9.97	21,570 10.37	22,152 10.65	22,922 11.02	23,691 11.39
9E	22,277 10.71	23,691 11.39	24,440 11.75	25,314 12.17	26,042 12.52	27,019 12.99	28,184 13.55
12E	24,565 11.81	26,042 12.52	27,019 12.99	28,184 13.55	29,203 14.04	30,222 14.53	31,429 15.11
14E	26,520 12.75	28,184 13.55	29,203 14.04	30,222 14.53	31,429 15.11	32,614 15.68	33,800 16.25
18E	30,784 14.80	32,614 15.68	33,800 16.25	35,110 16.88	36,525 17.56	37,773 18.16	39,062 18.78

## LETTER OF UNDERSTANDING

The parties hereby set forth this understanding of the procedure which may be used to mutually select an arbitrator under the provisions of Article IX, Sec. 3, Step 3.

Using the following list of arbitrators, the parties shall alternately strike names until one name remains.

Elliot Beitner  
Elaine Frost  
David Grissom

George Roumell  
Ruth Kahn  
Mario Chiesa

The arbitrator shall be contacted and asked if he/she would be willing to accept the appointment. If the arbitrator declines the appointment, the procedure shall be repeated. This Memorandum shall not serve to prevent either party from rejecting all names on the list and proceeding with or insisting on the filing with the American Arbitration Association.

The list of arbitrators may be changed at any time by the mutual agreement of the Employer and the Union.

## LETTER OF UNDERSTANDING

### HOLIDAY ARRAIGNMENT OVERTIME ROTATION

1. In general, the Court has limited the availability of arraignment overtime to long (3-4) holiday weekends. The date that work is available and the number of people necessary is determined by the Criminal Division supervisor and the Judge assigned to that holiday.

2. Employees who are interested in working holiday overtime shall express their interest in writing no later than the 15th day of June for the holiday group between July 1 and December 31 and the 15th of December for the holiday group between January 1 and June 30. Holidays that would be considered for overtime in the first group are July 4 (if a weekend holiday), Labor Day, Veteran's Day (if a weekend holiday), Thanksgiving, and Christmas Eve/ Day (if a weekend holiday), and in the second group, New Year's Day (if a weekend holiday), Martin Luther King Day, Presidents' Day, Good Friday and Memorial Day.
3. Continuing with this contract period, holiday overtime within a department/division will be equalized by a strict rotation based upon seniority. The most senior employee who volunteers shall be obligated to work the first overtime and other overtime opportunities will be available to persons on the list on a rotating basis by seniority. Any employee determined by Management to be qualified to do the work is eligible to sign up for the overtime list.
4. The supervisor will follow the eligibility list established in contacting employees within a holiday group to work a holiday. Declining to work a holiday will result in being passed over for that rotation. Employees on vacation or worker's compensation will not be called. Employees on sick leave will be called. Only employees who have volunteered for overtime work will be called upon to perform work during the designated period. If no one on the list agrees to work the holiday when called, the least senior person(s) will be obligated to work.
5. In the event that one or no employee volunteers for overtime in a holiday group, the employees within the department will be required and obligated to perform the overtime work on a rotating basis for inverse seniority (excluding employees on vacation or employees who are not trained to do the jobs necessary).
6. In the event only one employee signs the volunteer overtime list for a holiday group, said employee shall be permitted to work the overtime on a priority basis. Said employee may work all of the holidays if they desire of less than all of the overtime. In the event that the employee who volunteers desires to work less than the total amount of overtime available, the employees within the department will be required and obligated to perform the overtime work on a rotating basis by inverse seniority for those periods of overtime that the volunteer employee does not wish to work.

## LETTER OF UNDERSTANDING

The parties, during their negotiations over the 1995-1997 Collective Bargaining Agreement, agreed on the following matters as stated below:

1. There is a need for a suitable break area for non-smoking employees of the Court. The Court will continue to make a good-faith effort to locate a suitable, non-smoking break area.
2. The Court has agreed to review the appropriateness of the current classification for the following employees:

Sharon Nethercot (DC-1)  
Peggy Payne (DC-1)  
Diane VanderMolen (C/T)

If the Union is not satisfied with the results with the Court's review, it may use its available contract remedies.

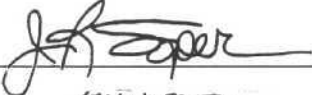
3. For purposes of interpretation of "immediate family" in Article XXIII, Section 1.a, the parties agree that the term "brother-in-law" or "sister-in-law" shall include the legal spouse of the employee's brother-in-law or sister-in-law.
4. The parties agree that the Court may develop a policy to implement the federal Family and Medical Leave Act. The Court's policy prior to January 1, 1996, may not, however, require an employee to involuntarily use accumulated vacation or compensatory time during a qualifying family medical leave. The Court may, any time it so chooses after January 1, 1996, reopen negotiations on this prohibition against requiring the use of vacation and compensatory time while on a family medical leave.
5. The parties have agreed that for purposes of time related benefits under the contract that time spent working in a CETA program for the Court will be counted. This will result in the following service dates for the following individuals:

Lozia Davis - 1/29/76  
Sheila Dolly - 9/9/77  
Diane Malloy - 9/12/74  
Peggy Payne - 6/1/78

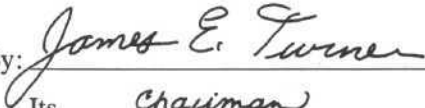
This extended service date shall not result in a change to the employee's current seniority date.

6. If and when the payroll system technology capacity is available to accommodate payroll deductions for a flexible benefit plan to allow employees to utilize pre-tax dollars for child care purposes, the Court agrees to negotiate that issue with the Union.
7. The parties agree that regardless of the date of ratification and signing of this Agreement, that wages shall be retroactive to January 1, 1995. Any retroactive wages due shall be paid by separate check to the employees.

61ST DISTRICT COURT

Date: 2/23/95 By:   
Its ADMINISTRATION

GRAND RAPIDS INDEPENDENT UNION

Date: 2-14-95 By:   
Its Chairman

## BAILIFF HOLIDAY PROCEDURE

When it is required that a bailiff work on a weekend or holiday, the following procedure will be followed.

- A. Overtime must first be offered to the bailiff assigned to the Judge working the weekend or holiday. If the Judge assignment should change at the last minute, the bailiff originally selected or asked continues the assignment.
- B. If the weekend/holiday Judge's bailiff does not want to work, the overtime will be offered to the other bailiffs, beginning with the person who has the highest court seniority.
- C. If no bailiff volunteers for the overtime, the overtime may be offered to other trained personnel in the Assignment Clerk's Office.
- D. In the event someone must be forced to work, a rotation list including all bailiffs will be used beginning with the least senior bailiff. This list will remain in effect, with additional names added as positions are filled (employees on vacation will not be called in, but their name will be passed over for that holiday/weekend only).

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses, income, and any other financial activity.

The second part of the document provides a detailed explanation of the accounting cycle. It outlines the ten steps involved in the process, from identifying the accounting entity to preparing financial statements. Each step is described in detail, including the necessary documents and procedures to follow.

The third part of the document discusses the various methods used to record transactions. It compares the double-entry system with the single-entry system, highlighting the advantages and disadvantages of each. It also explains how to use T-accounts to organize and summarize the data.

The fourth part of the document covers the process of adjusting the accounts. It explains why adjustments are necessary and how they are made. It discusses the different types of adjustments, such as accruals, deferrals, and depreciation, and provides examples of how to record them.

The fifth part of the document discusses the preparation of financial statements. It explains the different types of statements, such as the balance sheet, income statement, and statement of cash flows, and how they are prepared. It also discusses the importance of comparing the results of the current period with those of the previous period.

The sixth part of the document discusses the closing process. It explains how to close the temporary accounts and transfer their balances to the permanent accounts. It also discusses the importance of reconciling the books and ensuring that the financial statements are accurate.

The seventh part of the document discusses the importance of internal controls. It explains how to design and implement controls to prevent errors and fraud. It also discusses the role of the auditor in verifying the accuracy of the financial statements.

The eighth part of the document discusses the importance of ethics in accounting. It explains how to handle conflicts of interest and how to maintain the highest standards of integrity. It also discusses the consequences of unethical behavior and the importance of reporting any wrongdoing.

The ninth part of the document discusses the importance of staying up-to-date on changes in accounting standards and regulations. It explains how to research and interpret these changes and how to apply them to the business.

The tenth part of the document discusses the importance of communication in accounting. It explains how to communicate effectively with management and other stakeholders and how to provide clear and concise information.



The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial statements. This includes not only sales and purchases but also expenses and income. The document also highlights the need for regular reconciliation of accounts to identify any discrepancies early on.

In addition, the document provides a detailed breakdown of the accounting cycle, which consists of eight steps: identifying the accounting cycle, journalizing, posting, determining debits and credits, preparing a trial balance, adjusting entries, preparing financial statements, and closing the books. Each step is explained in detail, with examples provided to illustrate the process.

The document also covers the various types of accounts used in accounting, including assets, liabilities, equity, revenue, and expense accounts. It explains how these accounts are classified and how they interact with each other. Furthermore, it discusses the importance of understanding the flow of funds and how it affects the overall financial health of the organization.

Finally, the document concludes by emphasizing the role of the accountant in providing accurate and timely financial information to management and other stakeholders. It stresses that a strong foundation in accounting principles is essential for making informed business decisions.