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Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

AGREEMENT

BETWEEN

THE 61ST JUDICIAL DISTRICT COURT

AND

TEAMSTERS LOCAL 214

61ST JUDICIAL DISTRICT COURT EMPLOYEES

61st. District Court  
Hall of Justice  
333 Monroe Ave., NW  
Grand Rapids, Mich.  
49504

61st. Judicial District Court

## A G R E E M E N T

THIS AGREEMENT is entered into as of July 1, 1975, between the 61ST JUDICIAL DISTRICT COURT, hereinafter referred to as the "Management," and TEAMSTERS LOCAL NO. 214, 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 representative 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.

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, and excludes all supervisors and all other employees not specifically included in Appendix A as it now exists or is changed in accordance with this Agreement.

### ARTICLE II. UNION SECURITY AND CHECKOFF

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 Teamsters Local No. 214 has been recognized as the exclusive bargaining representative for all employees in the bargaining unit.

Section 2. Management will make available to all employees in 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 the amount of the regular monthly Union dues within thirty (30) days after the signing of this Agreement or the beginning of their employment, whichever is later.

Section 4. Management agrees that it will not make a series of seasonal hires for the purpose of filling a permanent bargaining unit position provided for in the Court Budget. It is expressly understood that

nothing contained in this Agreement will limit the right of Management to hire seasonal employees in connection with various social action, intern or governmentally assisted programs, nor limit the right of Management to make seasonal hires to fill positions temporarily open as a result of leave of absence, sick leave, vacation or similar reasons.

Section 5. Upon receipt of a written assignment from an employee covered by this Agreement, Management will, every other payday, deduct from the employee's pay the amount owed to the Union by such employee for Union membership dues or service charges. It is understood that this provision will provide for thirteen (13) Union dues or service charges deductions per year. Management will remit all deductions made to the designated Union official within five (5) days of the time the deductions are made.

Section 6. Any change in the present Union membership rate will be certified to the Court by an authorized officer or officers of the Union at least two (2) months in advance of the effective date of such change.

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

Section 8. The Union agrees to refund to Management any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

### 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 without recourse to the grievance procedure.

### ARTICLE IV. MANagements RIGHTS

Section 1. The Union recognizes 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 layoff 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 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 division.

Section 5. Management, in exercising these functions, will not discriminate against any employee because of his or her membership in the Union. The exercise of any of the foregoing rights shall not be reviewable by any arbitration proceeding.

#### ARTICLE V. SUBCONTRACTING OR 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.

#### ARTICLE VI. UNION BARGAINING COMMITTEE

Section 1. The bargaining committee of the Union will include not more than three (3) bargaining unit members who are employed by the 61st Judicial District Court. It may also include non-employee representatives of Teamsters Local No. 214, not more than two (2) in number. The Union will give to Management in writing the names of its employee representatives on the bargaining committee on or before the March 1 immediately prior to the expiration of the Agreement. Permanent substitutions made in the Union Bargaining committee shall be promptly reported to Management together with the reason(s) therefore.

Section 2. There will be no discrimination against any employee because of his duties as a Union official, Steward of Committee member.

Section 3. 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 Committeeman.

## 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 him to be released from his regular work station with pay to attend a special meeting with Management.

## ARTICLE VIII. UNION STEWARDS

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

Section 2. When requested by an employee, a Steward may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He or she shall be allowed reasonable time therefore during working hours without loss of time or pay, upon notification and approval of his 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 therefore, paid at his or her regular rate, upon notification and approval of his 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 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 shall be allowed reasonable time, paid at his or her regular rate, during his or her regularly scheduled work day to confer with Management on matters affecting the administration of this Agreement, upon notification and approval of his immediate supervisor outside of the bargaining unit.

#### ARTICLE IX. GRIEVANCE PROCEDURE

##### Section 1. Grievance

- a. A grievance is any dispute, controversy or difference between (a) the parties, (b) Management and an employee or employees on any issues with respect to, on account of or concerning the meaning, interpretation of application of this Agreement or any terms or provisions thereof.
- b. A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. Any grievance not conforming to the provisions of this paragraph shall be denied.

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

- a. Any grievance not initiated, taken 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 move 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 by mutual 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. The grievance shall be reduced to writing, be signed by the aggrieved employee or group of employees and by the Chief Steward or Steward, and be presented to the Department or Division Head within five (5) 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 five (5) working days of the date of the presentation of the written grievance, not including the day of presentation.
- Step 2.
- a. If the grievance is not settled at Step 1, the written grievance shall be presented to the Court Administrator within seven (7) working days after the Department or the Division 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. The Court Administrator shall meet with no more than three (3) representatives of the Union, one (1) of which 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 of Management representatives attending the meeting, not less than three (3). The Court Administrator will reply to the grievance in writing within seven (7) working days of the date of presentation. Such reply will be given to the Chief Steward or Steward either personally or by mail post-marked no later than the last day specified herein for such reply.
- b. 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. Such grievances must be initiated within five (5) working days of their occurrence, not including the day of occurrence. Any grievance by Management against the Union may be filed with the Chief Steward or Steward and shall be answered in writing within seven (7) working days of presentation, not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 3.
- Step 3. If the grievance is not settled in Step 2, the written grievance shall be presented to the Presiding Judge within seven (7) working days after the Court Administrator's response is given, not including the day the response is given. The Presiding Judge shall meet with the representatives of the Union, not to exceed three (3) in number, one of which 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's representatives attending the meeting, not less than three (3). The Presiding Judge will reply to the grievance in writing within seven (7) working days of the date of presentation of the written grievance to Step 3, not including the day of presentation. Such reply will be given to the Chief Steward or Steward, either personally or by mail postmarked no later than the last day specified herein for such reply. The decision of the Presiding Judge shall be final and binding on the parties.

#### 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 regular pay or wage rate and fringe benefits.

#### 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 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 Chief Steward.

Section 2. The affected employee will be allowed to discuss his discharge or discipline with his or her Steward or Chief Steward.

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 nor impose discipline on an employee for falsification of his employment application after a period of two (2) years from his or her date of hire.
- b. Every employee shall be entitled to and shall receive a copy of any and all notices, complaints or other information filed by any 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.

## ARTICLE XII. SENIORITY

Section 1. Definition. Seniority shall mean the status attained by length of continuous service with the Court.

Section 2. Accrual of Seniority.

- a. Seniority shall begin with the last date of entering the service of the Court. 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. The designated stewards of the Union, shall be retained in the Court service in the event of layoff, regardless of their position on the seniority list, so long as there is work that they have the ability to do. If such person has the ability to do more than one job, he or she shall be assigned to the job in his same pay grade when possible.
- c. All original and promotional appointments shall be probationary and subject to a probationary period of six (6) months after appointment. At any time during the probationary period, the Court Administrator may remove or demote an employee whose performance does not meet the required work standards. Any employee on probation in a promotional appointment shall have the right to return to his or her previous appointment if the Court Administrator decides to remove him or her from the promotional appointment during the period because the employee does not meet the required work standards.

Section 3. Loss of Seniority. Employees shall lose their seniority for the following reasons:

- a. Discharge if not reversed.
- b. Resignations. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the Court, and who has no legitimate reason for not notifying the Court of his 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 the employee's seniority, whichever is greater.

Section 4. Seniority Lists. Management shall maintain a roster of employees, arranged according to seniority by department or division, showing name, position class and seniority date, and shall furnish a copy to the Union in March and September of each year. In the event that conditions beyond the general control of Management prevent the preparation of the 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 to vacations, layoff and recall as otherwise provided in this Agreement. Where consistent with the needs of the service, seniority shall be considered in the giving of an acting assignment.

Section 6. Vacancies in permanent positions in the bargaining unit shall be posted in the Court and employees interested in being considered for the position shall apply in writing within ten (10) days after the notice is first posted. Length of service shall be considered in filling such vacancies along with other relevant factors. The Court shall have the ultimate power to fill such vacancies, provided that any applicant with greater length of service than the applicant appointed shall have the right to discuss the matter with the Presiding Judge or his designee.

#### ARTICLE XIII. 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.

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. Such demotion or transfer shall be through those classes in which the employee previously held permanent status. If he or she has never held permanent

status in another position he shall be demoted or transferred by Management in accordance with his seniority to another position in the bargaining unit as close to his present class and wage level as possible which he is able to perform and qualified to fill. Management shall have the exclusive right to determine such person's ability and qualifications to fill a position without recourse to the grievance or other appeals procedure. The transferred or demoted employee shall replace the least senior employee in the position to which assigned. If an employee is demoted or transferred in lieu of layoff and his or her regular position subsequently becomes available, he or she shall thereupon be promoted or transferred back to his regular position.

Section 4. Exceptions to seniority. The Court Administrator may approve deviations from seniority in layoffs or demotions in lieu of layoff when seniority alone would result in retaining employees unable to maintain a satisfactory level of performance in the Department or Division affected. In such cases, the affected employees shall be given written notice of the determination and the reasons therefore.

Section 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 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 in their Department or Division, before any other persons are selected for employment or promotion in those classes.

#### ARTICLE XIV. OVERTIME

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

Section 2. Employees covered.

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

### Section 3. Definitions

- a. Normal Work Week and Work Day. A normal work week for regular full-time employees shall consist of forty (40) hours, not including meal periods. A normal work day for such employees shall be eight (8) hours, unless regularly scheduled otherwise, not including meal periods.
- b. Overtime. Overtime shall consist of authorized work in excess of the normal number of hours in any scheduled work week, not including meal periods. Overtime of less than twenty (20) minutes in any work day shall not be included in determining the total number of hours worked. Thereafter, overtime shall be computed to the nearest half hour.
- c. All overtime shall be authorized by a Management Supervisor. Employees so assigned shall work such overtime unless excused by a Management Supervisor.

### 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. 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.
- c. 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.

### Section 5. 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 6. Saturday or Sunday Work. An employee shall be paid one and one-half (1 1/2) times his hourly rate for all hours worked on Saturday

and Sunday, except for work on continuous seven (7) day operations and except for employees whose regular work schedule includes Saturday and Sunday.

#### ARTICLE XV. REST PERIOD

Section 1. Management shall allow one (1) fifteen (15) minute rest period during each one-half (1/2) shift of the work day, such periods shall be scheduled in accordance with departmental rules.

#### ARTICLE XVI. NEW OR CHANGED JOBS

Section 1. Existing classifications and job descriptions may be changed during the term of this Agreement. 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.

#### XVII. WAGES

Section 1. Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix C.

Section 2. An additional fifteen cents (15¢) per hour shall be paid for all hours worked on all scheduled second and third shifts. For the purpose of this section the first shift is defined as any work period commencing between the hours of 5:00 o'clock A.M. and 1:00 o'clock P.M.

#### ARTICLE XVIII. PAY CHANGES

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

Section 2. Definitions for purposes 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 Pay Change Purposes:

#### 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 probation 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 in each year thereafter.

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

### Section 4. Compensation Determinations.

- a. Original Employment and Re-employment. Employees shall be employed at the lowest step for their position class, unless the Presiding Judge 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, provided that if an employee is already compensated at a rate equal to or greater than the second salary step in the range, the increase is not automatic.
- c. Anniversary Date.
  - (1) Prior to the occurrence of each anniversary date, every employee who has not already obtained his or her highest salary step shall be considered for a salary step increase on such date. Such consideration shall be made by the employee's supervisors.

(2) Each consideration found to be in good order by the employee's supervisor shall be referred to the Presiding Judge for final determination.

(3) Pay increases on anniversary dates shall not be based merely on the passage of time, but rather shall be given if the employee's work has been satisfactory relative to the requirements of his position.

(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 requirement of the position.

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 at the first salary step in such range which is higher than the salary received immediately before such promotion or reclassification.

e. Working Out of Classification. If an employee works on acting assignment to a higher position class pursuant to a written order from Management, he or she shall be paid at the higher rate 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 employee's 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 Presiding 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 paid at the higher salary step.

Section 5. Effective Date of Changes in Compensation. All changes in compensation shall be effective at the beginning of the first payroll period following the change.

ARTICLE XIX. 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 be based on length of continuous service paid periodically to employees in addition to their regular salary, adjusted at specified intervals, and in accordance with the following schedule:

<u>Service Years</u>	<u>Longevity Pay</u>
5 through 9	L1 \$180
10 through 14	L2 300
15 through 19	L3 420
20 through 24	L4 540
25 and over	L5 660

- 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 or about December 15, and December 1 to May 31, payable on or about June 15.

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 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 XX. 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 or one (1) regularly scheduled normal work day.
- c. Work Week shall mean a period of time equal to forty (40) hours or the normal number of hours worked by an employee during a regular work schedule.
- d. Continuous Service shall mean service, as defined by "a" above, uninterrupted by resignation or discharge.

Section 2. Vacation Allowance.

- a. An employee with less than five (5) years of continuous service shall earn five-sixths (5/6) of a work day of vacation for each calendar month of service to a maximum of ten (10) work days (two (2) work weeks) per year.
- b. On the first day of each calendar year following completion of the fifth (5th) through nineteenth (19) year of continuous service, an employee may accrue an additional day (cummulatively 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) work days (five (5) work weeks) of vacation, as follows:

Years of Continuous Service

Vacation Days Credited on  
the following January 1

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 subparagraphs "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 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.
- b. Vacations shall be taken within fourteen (14) months after the end of the calendar year in which earned, unless extension of the time for use is requested in writing by the employee, recommended by his or her Department or Division Head and approved by the Court Administrator. Unused vacation shall expire on the last day of February.
- c. A general paid holiday which occurs during a vacation period may be added thereto or to accrued vacation days.
- d. Extension of vacation by deferment and combination of two (2) or more years' entitlement shall be allowed on the approval of the Department or Division Head and the Court Administrator.
- e. 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) work days (five (5) work weeks) provided that in the event termination is caused by the death of the employee the maximum payment limitation shall not apply.

Section 4. Vacation Pay Advance. An employee going on vacation 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 XXI. 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	July 4	National Election Day
Lincoln's Birthday	Columbus Day	
Washington's Birthday	Veteran's Day	
Memorial Day	Thanksgiving Day	
Labor Day	December 25	

The days on which the above holidays are celebrated shall be the same as those observed by the United States government. In addition to the above designated holidays each employee shall be granted one (1) floating holiday, with pay. Said floating holiday shall be taken on the Friday following Thanksgiving or December 24th. Those employees required to work on one of the identified days shall be granted the floating holiday on the remaining identified day. The floating holiday provision shall not be effective during those years when an election for national office is conducted.

- 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. 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 eleven (11) holidays in any calendar year.
- e. <sup>To</sup> ~~The~~ be eligible for holiday pay credits an employee shall have worked his or her scheduled workday immediately preceding and immediately following any general paid holiday.

- f. An employee on formal unpaid leave of absence or layoff (removed from the payroll) shall not receive holiday pay credits during such leave.
- g. On general paid holidays only those employees shall be on duty whose services are necessary.

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 "d" 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 "d" 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 XXII. 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 covered by sick leave benefits, health and accident insurance, Workmen'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-sixth (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 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 use up to three (3) days of his or her accumulated paid sick leave for any absence necessitated by serious injury, acute critical illness or death of any member of his or her immediate family 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.
  - (2) 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 grand children.
- 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.

Section 5. Excluded Use.

- a. Paid sick leave shall not be authorized:
  - (1) For personal injury incurred in supplemental employment,
  - (2) In lieu of maternity leave,
  - (3) For simple illness or disability in the immediate family of an employee, not requiring emergency medical treatment, or professional attention, or
  - (4) <sup>For</sup> Personal convenience or private business, recreational purposes, or supplemental employment.

Section 6. Substantiation. An employee shall substantiate the use of sick leave by such reasonable means as his or her Department or Division Head may require. 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 (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 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 eighty (80) 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 notify his Department as promptly as practical, depending on the circumstances, prior to the start of his scheduled shift. Failure to do so may result in denial of his claim for paid sick leave. The employee shall report his or her status every third working day of absence unless hospitalized.

#### ARTICLE XXIII. 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.

#### ARTICLE XXIV. LEAVE FOR UNION FUNCTIONS

Section 1. Management will grant a total of up to five (5) work days 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.

## ARTICLE XXV. JURY LEAVE

Section 1. Employees shall be given leave of absence with pay for working time lost when called to serve on jury duty. Such employees shall be paid at their regular rate for all working time lost up to forty (40) hours per week. In consideration of receiving their regular pay, employees shall assign to the City all other remuneration received for jury duty during the same period.

## ARTICLE XXVI. INSURANCE

Section 1. Management shall, at its expense, provide a group hospital, medical, 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 \$10,000 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 disabled or 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 Workmen's Compensation Act would amount to less than \$10,000.00, Management shall make a lump sum cash payment equal to the difference between the amount of \$10,000 and the total Workmen'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 Workmen'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 Workmen's Compensation benefits" shall be computed to include (a) the total weekly benefits provided by the Workmen'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 Workmen'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 Workmen'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 or a deceased employee to receive Duty Disability Benefits under the provisions of the City Code in lieu of benefits under the Workmen'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" hereof and compensation or benefits are subsequently paid or awarded for the same death to any person or persons under the Duty Disability Provision of the City Code or as a result of any proceeding instituted under the Workmen's Compensation Act against the City, the beneficiary, beneficiaries or estate of the deceased employee, as the case may be, shall be liable and shall repay to Management the amount equal to the compensation of Duty Disability Benefits which are paid or awarded up to the sum of \$10,000.
- 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 Workmen'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 under any provisions of this Section prior to the expiration of ninety (90) days after application for benefits and proof of death has been filed with Management pursuant to subsection "c".
- h. It is agreed that Management will pay the Hospitalization Insurance Premium for a person retiring at age sixty-two (62), but only for those years of age between sixty-two (62) and sixty-four (64) inclusive or until such earlier time as such retiree becomes eligible for Medicare-Medicaid or similar nation health insurance benefits.

#### ARTICLE XXVII. PENSIONS

Section 1. The pension plan presently in effect for Court Employees shall be continued for the life of this Agreement.

#### ARTICLE XXVIII. MILITARY SERVICE VETERANS

Section 1. The re-employment of military service veterans shall be in accordance with the applicable statutes in effect at the time of the re-employment.

## ARTICLE XXIX. WORKMEN'S COMPENSATION

Section 1. Management shall, for a period not to exceed twenty-six (26) weeks, supplement without charge to sick leave or vacation, Workmen's Compensation for employees injured on the job by the difference between Workmen's Compensation and their normal weekly earning, excluding overtime.

Section 2. In the event an employee receives sick leave compensation and subsequently such employee is awarded Workmen'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 XXX. 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 XXXI. NO DISCRIMINATION

Section 1. The parties hereto agree that they shall not discriminate against any person because of their race, creed, color, national origin, age, sex, marital status or number of dependents.

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 XXXII. 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. This provision shall not act to negate nor otherwise impinge on rights reserved to management in Article IV of this Agreement.

ARTICLE XXXIII. AUTHORIZED REPRESENTATIVES

Section 1. Any action by any Management or Union official named herein may be exercised by their duly authorized representative.

ARTICLE XXXIV. SUPPLEMENTAL AGREEMENTS

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

ARTICLE XXXV. 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 XXXVI. 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 fifteen cents (15¢) per mile for such use.

Section 2. Management agrees to provide free parking space for all bargaining unit employees who are employed in the Justice Building and Police Headquarters and who drive their personal automobiles to work.

ARTICLE XXXVII. 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 XXXVIII. 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 matters(s) may or may not have been known or contemplated by the parties at the time of negotiations or signing of this Agreement.

ARTICLE XXXIX. TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until 11:59 P.M., on May 31, 1976. The parties agree to begin negotiations on

the amendment, modification, extension and/or renewal of this Agreement between April 1, 1976 and, April 15, 1976.

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 desires. 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 of Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, at its regular address, Detroit, 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 25 day of August, 1975.

WITNESSES:

61ST JUDICIAL DISTRICT COURT

[Handwritten signatures]

[Handwritten signature]

CONCURRENCE BY CITY OF GRAND RAPIDS

By: [Handwritten signature]  
MAYOR

CORRECT IN FORM  
[Handwritten signature]  
CITY ATTORNEY

By [Handwritten signature]  
By [Handwritten signature]  
By [Handwritten signature]  
By [Handwritten signature]  
By [Handwritten signature]

Teamsters Local 214 Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America [Handwritten signature]

By [Handwritten signature]  
[Handwritten signature]  
[Handwritten signature]

APPENDIX A

<u>Classification Title</u>	<u>Code Number</u>
Cashier I	105
Accounting Clerk I	108
Court Bailiff	119
Deputy Court Clerk I	121
Deputy Court Clerk II	122
Clerk Typist I	178
Clerk Typist II	179

APPENDIX B

RESPONSIBILITY AREAS (LOCATIONS) AND NUMBER OF UNION STEWARDS

Traffic Division	1
Probation Department	1
Civil Division	1
Criminal Division	<u>1</u>
TOTAL	4

APPENDIX C

BASIC ANNUAL SALARY SCHEDULE  
Effective July 1, 1975

<u>Salary Range Number</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>Steps</u>	<u>D</u>	<u>E</u>	<u>F</u>
1D	\$7,446	\$7,675	\$7,966		\$8,195	\$8,466	\$8,736
2D	8,466	8,736	9,027		9,339	9,651	10,005
3D	9,027	9,339	9,651		10,005	10,400	10,795
4D	9,339	9,651	10,005		10,400	10,795	11,190
5D	9,152	9,485	9,901		10,338	10,774	11,211
6D	9,901	10,338	10,774		11,211	11,669	12,168

APPENDIX C (CONTINUED)

<u>Annual</u>	<u>Hourly</u>
\$7,446	\$3.58
7,675	3.69
7,966	3.83
8,195	3.94
8,466	4.07
8,736	4.20
9,027	4.34
9,152	4.40
9,339	4.49
9,485	4.56
9,651	4.64
9,901	4.76
10,005	4.81
10,338	4.97
10,400	5.00
10,774	5.18
10,795	5.19
11,190	5.38
11,211	5.39
11,669	5.61
12,168	5.85

APPENDIX D

CLASSIFICATION INDEX

Classification Title	Code No.	Range No.	Salary Steps
Accounting Clerk I	108	4D	6
Cashier I	105	3D	6
Clerk Typist I	178	1D	6
Clerk Typist II	179	2D	6
Court Bailiff	119	6D	6
Deputy Court Clerk I	121	5D	6
Deputy Court Clerk II	122	6D	6

APPENDIX E

CLASSIFICATIONS ELIGIBLE FOR OVERTIME COMPENSATION

Accounting Clerk I	108
Cashier I	105
Clerk Typist I	178
Clerk Typist II	179
Court Bailiff	119
Deputy Court Clerk I	121
Deputy Court Clerk II	122

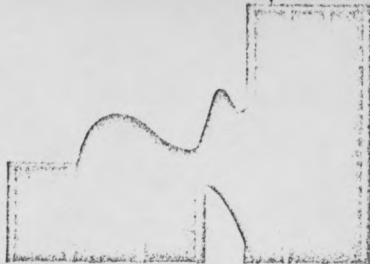
## LETTER OF UNDERSTANDING

It is agreed that a classification study will be conducted by the City Personnel Department for the following alleged situations.

1. Probation Department.
  - a. Alleged that two Clerk Typist II's are performing the duties of probation officer.
  - b. Alleged that one Clerk Typist I is performing the duties of Secretary I.
2. Traffic.
  - a. Alleged that two Clerk Typist I's are performing the duties of Clerk Typist II.
  - b. Alleged that one Clerk Typist II is performing the duty of Accounting Clerk I.
3. Criminal.
  - a. Alleged that two Clerk Typist II's are performing the duties of Cashier I or Deputy Court Clerk I.
4. Assignment Clerks Office.
  - a. Alleged that one Clerk Typist I is performing duty of Secretary I.

The City Personnel Department will begin said studies by September 2, 1975, and complete same by October 24, 1975. The decision of the City Personnel Department will be final and binding.

It is further agreed that a review of the training and equipment provisions for Court Bailiffs will be conducted, and completed by September 15, 1975.



City of  
Grand Rapids  
Michigan 49502

August 20, 1975

Mr. Earl Drake  
Business Representative  
Teamsters Local 214  
2801 Trumbull Avenue  
Detroit, Michigan 48216

Dear Mr. Drake:

This letter is written to confirm our phone conversation of August 20, 1975. Please be advised that on August 19, 1975 the Grand Rapids City Commission voted to concur in the recently ratified Labor Agreement between the 61st District Court and Teamsters Local #214.

The following corrections have been made in the Agreement:

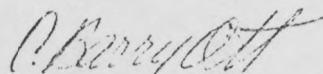
1. Page 18. Article XXI, Section 2, Holidays, paragraph d, changed from ten (10) days to eleven (11) days.
2. Page 26. Article XXXVI, Car Allowance and Parking, Section 1, changed the word "city" in the second line to the word "court."

Finally, I understand that we agree that the bargaining unit includes all full time employees of the Court and excludes all elected officials, professional employees (including Probation Officers, and Systems and Procedures Analysts), confidential employees (including reporters-secretaries of the District Court Judges and the Court Administrator), supervisors (including the Court Administrator, Chief Probation Officers, Chief Deputies of the Criminal and Civil Divisions, Supervisors of the Traffic Bureau and the Court Assignments Clerk), and all employees in the Office of the Court Administrator, and all part-time and seasonal employees of the Court.

Mr. Earl Drake  
Teamsters Local 214  
August 20, 1975  
Page two

As we arranged, we will meet on August 25, 1975 at 11:00 a.m.  
in my office with the members of the respective committees  
to sign the Agreement.

Sincerely,



C. Barry Ott  
Administrative Assistant for  
Labor Relations

CBO:lk

cc: Jim Farrar  
Andy Vanderveen  
Gene Alkema  
City Attorney