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*Genesee County*

1973 AGREEMENT  
BETWEEN  
GENESEE COUNTY  
AND  
LOCAL 496  
CLERICAL AND MAINTENANCE EMPLOYEES,  
AFFILIATED WITH COUNCIL 29  
OF  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
(AFL-CIO)

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

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## A G R E E M E N T

This Agreement entered into this 12th day of September, 1973 between Genesee County under Act #379 Public Acts of Michigan, as amended in 1965, a municipal body corporate of the State of Michigan, comprising the Board of Commissioners and the Judiciary in the Seventh Judicial Circuit hereinafter referred to as the "Employer" and Local Union 496 affiliated with Council #29 and chartered by the American Federation of State, County and Municipal Employees (AFL-CIO) hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties hereto.

### P R E A M B L E

This Agreement entered into by the parties has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political or union affiliation.

The parties encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

The following constitutes an entire Agreement between the parties and no verbal statement shall supersede any of its provisions. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships existing by past practices.

#### ARTICLE I - RECOGNITION - EMPLOYEES COVERED

##### Section 1.

Pursuant to and in accordance with all applicable provisions of Act #379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment during the term of this Agreement for those employees including clerk typists, account clerks, secretaries, probate court reporters, photostat operators, telephone operators, deputy court clerks, deputy probate registrar, mail

and stockroom senior clerk, assistant deputy court clerk, senior key-punch operator, receptionist, deputy court clerk trainee, keypunch operator as certified by the State of Michigan Employment Relations Commission in Case R70 A-39; all maintenance and custodial employees of Genesee County including gas station attendants, building and maintenance mechanics I and II, watchmen, housekeepers, utilitymen and auto mechanics as certified in Case R70 C-90; but EXCLUDING all supervisors and all confidential employees listed as follows: Corporation Counsel's Secretary, Controller's Secretary, Board Coordinator's Secretary, Circuit Court Administrator's Secretary, District Court Administrator's Secretary, Probate Court Administrator's Secretary, and all clerical employees in the Personnel Department.

Section 2.

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his membership in the Union or his activity on behalf of the Union or any other labor organization.

Section 3.

The parties recognize the constitutional, statutory and inherent powers of the Court to manage their affairs, to administer justice and to run the business of the Courts. They further recognize the necessity that a judge be able to maintain confidence in all employees on his staff or closely associated with the judge.

ARTICLE II - EMPLOYEE, UNION AND EMPLOYER RIGHTS

Section 1.

The employees and the Union as sole and exclusive bargaining representative of the employees shall have the rights granted to them by Act #379 of the Michigan Public Acts of 1965, amended from time to time and by other applicable Michigan Public Acts.

Section 2.

The Employer hereby retains and reserves unto itself without limitation, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the State of Michigan and of the United States and by the action of the Genesee County Board of Commissioners except as expressly limited by terms of this Agreement.

Specifically the Employer retains the inherent right to:

- a. Manage and operate the departments and their business.
- b. To maintain order and efficiency in its operation.
- c. To hire, layoff, assign, transfer and promote employees.
- d. To discipline employees, including suspension from work and discharge, for just cause.

- e. To exercise control of all properties.
- f. To install, modify or change methods of operations and work schedules consistent with this Agreement.
- g. To make reasonable rules and regulations pertaining to employees consistent with this Agreement.
- h. To exercise all other rights and privileges belonging to the Employer which are not modified or abridged by this Agreement.

### Section 3.

It is not the intent of this Agreement to abridge or amend any mutually satisfactory practice currently in effect with regard to wages, hours, and other terms and conditions of employment which is not superseded or prohibited by the provisions of the Agreement. However, it is further recognized that such practices may be subjected to modification or termination by the Employer due to new or differing modes of operation, economic feasibility, or other changing conditions. In such instances if the Union and/or any affected employee considers such action by the County to be unjust or unreasonable, the matter may be pursued through the grievance procedure.

## ARTICLE III - UNION SECURITY AND UNION DUES

### Section 1.

All employees who are members of the Union on the effective date of this Agreement or elect to become members during the term of this Agreement shall maintain their membership except as provided herein: Employees may terminate their membership by notifying in writing the Employer and the Union of their desire to terminate said membership within fifteen (15) days of the expiration of this Agreement.

### Section 2.

Employees who are members of the Union shall after thirty (30) days of employment, as a condition of their continued employment, pay to the Union each month the dues which have been certified to the Employer by the Treasurer of the Union. The Employer agrees to deduct Union dues uniformly required once each month from the wages of those employees who individually request in writing on the standard authorization cards that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union. A sample of the payroll authorization card is attached as Exhibit #1 to this Agreement.

### Section 3.

On and after the thirty-first (31st) day following the beginning of employment, any present or future employee, who is not a Union member and who has not made application for membership, shall, as a condition

of employment, pay to the Union each month a service fee equivalent to the amount of dues uniformly required of members of the Union. The Employer agrees to deduct the aforesaid service fees once each month from the pay of the employees and pay the amount so deducted to the Union.

Section 4.

Any employee who was or is covered by the collective bargaining agreement and who, in any month paid neither dues nor equivalent service fee, shall (but for the first thirty (30) days of his employment) pay a service fee equivalent to dues for that month and all months during which he was represented and paid neither dues nor service fee.

Section 5.

With regard to the above Union Security and Union dues checkoff clauses, the Union hereby agrees to indemnify and hold the Employer harmless from any and all liability that may arise in consequence of the application of such clauses.

EXHIBIT #1

Standard authorization for payroll deduction

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

BY

\_\_\_\_\_  
Please Print Last Name                      First Name                      Middle Name

TO

\_\_\_\_\_  
Name of Employer    Department

Effective \_\_\_\_\_, I hereby request and authorize you to deduct  
Date

from my earnings each 2nd pay period of the month an amount sufficient to provide for the regular payment of the current rate of monthly Union dues established by AFSC & ME, Local Union 496, Council 29. The amount shall be certified by Local Union 496, Council #29 and any change in such amount shall be so certified. The amount deducted shall be paid to the Treasurer of Local Union 496, Council #29, AFSC & ME.

\_\_\_\_\_  
Employees Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

## ARTICLE IV - UNION REPRESENTATION

### Section 1.

The employees shall be represented by a Steward and an Alternate in each department who shall be regular employees working on the normal shift. During the absence of a Steward, the Alternate Steward shall act.

### Section 2.

The Steward or the Alternate in the Steward's absence during their working hours without loss of time or pay in accordance with the terms of this Article, may investigate and present grievances to the Employer upon having received permission from his Supervisor to do so. The Supervisor shall grant permission forthwith, after the first hour of the shift, for such Steward to leave his or her work for these purposes subject to necessary emergency exceptions. The privilege of such Steward leaving his or her work during working hours without loss of pay or time is subject to the understanding that the time will be devoted to the proper processing of grievances and will not be abused. The Steward and Alternate Steward may be required to record time spent in the grievance procedure.

### Section 3.

The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit and such changes as may come from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

### Section 4.

International and/or Council Executive Officers of the Union and/or their representatives are authorized to represent the Union at Step IV of the grievance procedure.

### Section 5.

Any Steward or Alternate having an individual grievance in connection with his own work may ask for the Local Union President or Chief Steward to assist him in adjusting the grievance with his Supervisor.

### Section 6.

Employees will be represented by a bargaining committee of four (4). The bargaining committee will not lose pay for time spent in contract negotiations.

## ARTICLE V - SPECIAL CONFERENCES

### Section 1.

Special conferences for important matters will be arranged



between the Local President or his designated representative and the Personnel Director upon the request of either party.

Section 2.

Such meetings shall be between at least two (2) representatives of the Union and at least two (2) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters taken up in special conferences shall be held at a mutually agreed upon time and shall be limited to one (1) hour duration unless extended by the parties. The members of the Union shall not lose pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

Section 3.

Special conferences shall be scheduled within ten (10) working days after request is made.

Section 4.

The Union representatives may meet at a place designated on the Employer's property for one-half (1/2) hour preceding the conference.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1.

Any employee having a grievance in connection with his employment shall present it to the Employer with the following understanding:

a. The Employer and the Union agree that it is in the best interest of all concerned that grievances be settled as quickly and expeditiously as possible making every effort to settle these matters at the earliest step of the grievance procedure.

b. All parties agree that the question of grievances will be dealt with in a responsible manner and that all grievances arising under and during the life of this Agreement shall be settled in accordance with the procedure herein provided.

Section 2.

The Employer and the Union shall answer or appeal any grievance presented in writing within the time limits which may be extended by mutual agreement.

Section 3.

A grievance must be presented in writing by the Steward within thirty (30) calendar days after its occurrence in order for it to be a

proper matter for the grievance procedure. However, in no event will any claim for back pay be valid for a period of more than thirty (30) days prior to the date the grievance was first filed.

Step I.

The Employee shall first specify his grievance orally to his Supervisor. Thereafter, the Employee may discuss the grievance with his Supervisor and/or the Steward may be requested by the Employee to discuss the grievance with the Supervisor.

Step II.

If not resolved in this manner, it shall be submitted in written form, signed by the Employee and presented to the Supervisor. The Supervisor shall answer said grievance within five (5) working days of receipt of same.

Step III.

If the grievance is not satisfactorily resolved above, it may be appealed to the Department Head or his designee within five (5) working days from the date the Supervisor's answer is due. The Department Head or his designee will render his decision in writing within five (5) working days.

Step IV.

If the grievance is not resolved satisfactorily in Steps 1, 2, or 3 above, written notification will be given by the Union to the Genesee County Personnel Director within five (5) working days after the Department Head's answer is due. The Personnel Director will then schedule a meeting or meetings at a mutually agreeable time to be attended by two (2) representatives of the Union and two (2) representatives of the Employer within ten (10) working days after such notification. Not more than one (1) of the above mentioned representatives of either party shall have had any prior involvement in the bargaining of the grievance under appeal. If the matter is resolved by the parties, the disposition shall be reduced to writing and signed by all representatives with copies sent to the Employer and Union.

If after a reasonable time and in no event later than ten (10) calendar days after the first meeting of the above representatives there is no accord upon a disposition of the appealed grievance, the matter may be submitted by the Union to Arbitration.

Step V.

a. The Union may request arbitration within fifteen (15) calendar days after notification that accord cannot be reached in Step IV above.

b. All such requests shall be in writing by registered or certified mail, addressed to the Personnel Director and shall state the precise issue to be decided and any specific portions of the Agreement which are claimed to be violated. If not so requested within said fifteen (15) day period, the matter shall be considered settled on the basis of said last disposition.

c. Not more than one (1) grievance or dispute may be submitted in one (1) arbitration proceeding except by mutual agreement of the parties.

d. If the parties fail to agree upon an Arbitrator within ten (10) days from the date the Employer receives such request for arbitration, the Union may submit the matter to the American Arbitration Association asking for selection of an Arbitrator in accordance with its voluntary Labor Arbitration Rules then obtaining.

e. After designation of the Arbitrator, a hearing shall be held as soon as practical and the Arbitrator shall issue an Opinion and Award, both in accordance with said Rules. His decision shall be final and binding on the Parties and the Employee(s) involved, subject to any law or governmental regulation applicable thereto, including those under authority of Genesee County.

f. The Arbitrator's fee, his travel expenses, the filing fee and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel witnesses or other persons attending the hearing shall be borne by the parties incurring them.

g. The Arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement. Neither shall he have power to establish or change any classification wage rate, to rule on any claim arising under an Insurance Policy or Retirement Claim or dispute, or to issue a ruling modifying any matter covered by a Statute or Ordinance.

## ARTICLE VII - DISCIPLINARY PROCEDURES

### Section 1.

Disciplinary action taken by the Employer will be dependent upon the nature and seriousness of the offense or infraction; and the prior disciplinary record of the Employee if applicable. The Employer agrees, upon assessing discharge or suspension to any Employee, to promptly notify the Steward of the discharge or suspension. Other disciplinary action includes written reprimands. The Employee will be tendered a copy of any disciplinary action entered into his personnel file within three (3) days of the action taken. In imposing disciplinary action on a current charge, the Employer will not take into account any disciplinary action which occurred more than two (2) years previously. The Employer may impose disciplinary action on an Employee for errors or mistakes on his employment application, if such errors or

mistakes give rise to a material misrepresentation by the Employee in securing a position with Genesee County. Disciplinary action assessed in instances of minor offenses or infractions will be progressive in nature. Verbal counseling may be given in cases not justifying written disciplinary action. Should the disciplined Employee or the Union consider any disciplinary action improper, the matter may be processed through the regular grievance procedure.

#### Section 2.

The discharged or suspended Employee will be allowed to discuss his discharge or suspension with his Steward and the Employer will make available an area where he may do so in private before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the Employee and the Steward.

#### Section 3.

The application of the provisions of Article VIII, Section 6 (c), are not to be construed as limiting the application of discipline with regard to absence without reasonable cause.

### ARTICLE VIII - SENIORITY

#### Section 1.

New Employees hired in the unit shall be considered as probationary Employees for the first ninety (90) calendar days of their employment, with the understanding that absences from work shall extend the probationary period accordingly. Upon completion of this probationary period, the Employee shall acquire seniority dated back ninety (90) calendar days from the day he or she completed the probationary period.

#### Section 2.

There shall be no seniority among probationary Employees. The Union shall represent probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement, except discharged and disciplined Employees for other than Union activity.

#### Section 3.

When an Employee acquires seniority, his name shall be placed on the seniority list for his department in the order of his seniority. Any seniority date thus established for an Employee is primarily for layoff and recall purposes and may or may not be identical to the Employee's anniversary date or his date of continuous service dependent

upon attendant circumstances.

DEPARTMENTAL LISTING

Register of Deeds	Drain Commission
Planning Commission	Animal Shelter
Data Processing	Cooperative Extension
Friend of the Court	District Court
Treasurer	Library
County Clerk	Prosecutor's Office
Public Health	Purchasing
Equalization	Sheriff
Probate Court-Juvenile	Walter Winchester
Probate Court-Estate & Mental	Civil Defense
Adult Probation	Land Description
Citizens Probation Authority	Corporation Counsel
Children's Facility	Controller
Parks & Recreation	Board Coordinator
County Buildings & Maintenance	

Section 4.

Temporary Employees are defined as those Employees hired into a position of a duration of less than ninety (90) calendar days. Under no circumstances will a temporary Employee be permitted to work in that status for more than ninety (90) days without attaining probationary status of one month's duration. However, credit for temporary service will be accorded Employees upon completion of the probationary period for benefit and seniority purposes where feasible, (except for example, retirement and insurance benefits). These provisions shall not be utilized by the Employer to erode the bargaining unit through the hiring of consecutive or excessive temporary Employees. All other provisions of this Agreement do not apply to temporary Employees.

Section 5.

a. Seniority shall not be affected by the race, color, creed, age, sex, marital status or dependents of the Employee.

b. The seniority list of the date of this Agreement will show the names and job titles of all Employees of the unit entitled to seniority.

c. The Employer will keep the seniority list up to date at all times and will provide the Local Union upon request up to date copies at least every six (6) months.

Section 6.

An Employee shall lose his seniority for the following reasons only:

a. He quits, retires, or receives a pension under the Genesee County Retirement System.

b. He is discharged and the discharge is not reversed.

c. He is absent for any three (3) consecutive working days without properly notifying the Employer. After such unreported absence, the Employer will send written notification to the Employee by certified mail at his last known address that because of his unreported absence, he is considered to have resigned (voluntary quit) and is no longer in the employ of Genesee County. In proper cases, exceptions shall be made upon the Employee producing convincing proof of his inability to give such notice.

d. If he does not return to work on the date specified for recall from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made upon the Employee producing convincing proof of his inability to return as required.

e. Return from sick leave and leaves of absence will be treated as the same as (d) above.

f. If he is laid off during the term of this Agreement for a continuous period equivalent to his seniority.

#### Section 7.

Notwithstanding their position on the seniority list, the Local President, the Chief Steward, the Secretary-Treasurer and Stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their classification which they can perform and shall be recalled to work in the event of a layoff on the first open job classification which they can perform.

### ARTICLE IX - LAYOFF AND RECALL

#### Section 1.

The word "layoff" means a reduction in the working force due to a decrease of work or limitations in funds.

#### Section 2.

When there is a layoff, temporary Employees then probationary Employees, then part-time Employees; will be laid off first within the bargaining unit. The Employer will then determine the classifications being reduced within the various affected departments. Thereafter, seniority Employees within the affected departments will be laid off according to seniority provided the Employees being retained are able to perform the available work. However, it is understood by the parties that in application of this section, Employees in higher rated classifications may filter downward in line with their seniority, but in no

event will Employees in lower rated classifications filter upward to positions in higher rated classifications.

### Section 3.

Employees to be laid off will have at least seven (7) calendar days notice of layoff. The Local President shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the Employees.

### Section 4.

a. When the work force is to be increased after a layoff, Employees will be recalled according to seniority, in reverse order of layoff, provided the Employees with the greatest seniority are able to perform the available work. When there are Employees on layoff status in any department in the bargaining unit they will be returned to available work which they are capable of performing prior to new Employees being hired, with the following exceptions:

Employees in the bargaining unit are generally assigned to one of four realms of employ (District Courts, Probate Court, Circuit Court and County proper). In no event will the provisions of this section require that laid off Employees from any one of these realms of employ be automatically recalled to openings in other realms of employ. Such laid off Employees will be given consideration for such openings based on their qualifications, however, the final decision concerning placement of such laid off Employees will be made by the Employer.

b. Notice of recall may be by telephone call, but in any event will be confirmed by certified mail to the Employees last known address.

c. Employees will be granted up to ten (10) working days to return to work upon request.

### Section 5.

The above provisions as they apply to judges secretaries, are subject to the limitations of Article XXIII, Section 7.

## ARTICLE X - PROMOTIONS

### Section 1.

All transfers of Employees to permanent vacancies in higher paid classifications within a department will be governed by the following factors:

- a. Knowledge, training and ability to do the work.
- b. Attendance records and performance evaluations.

c. Physical qualifications.

d. Where general qualifications are equal, Employees with the longest departmental seniority will be given preference.

Section 2.

Promotional vacancies of a permanent nature will be posted initially in a conspicuous place in the work area of the department for ten (10) calendar days.

Section 3.

The Employer will not be obligated to consider a request for promotion from an Employee or Steward in the Employee's absence unless he submits his request during the posted period in writing.

Section 4.

The Employee who is promoted shall be granted sixty (60) days trial period to prove his ability.

Section 5.

During the trial period the Employee shall have the opportunity to voluntarily revert to his former classification and former rate of pay. If the Employee is unsatisfactory in the new position, he will be returned to his former classification and former rate of pay without loss of seniority.

Section 6.

In the event that an Employee is promoted, the Employee shall receive the rate of the new classification at the earliest step which will result in an increase in salary rate (approximately 5%).

Section 7.

Temporary vacancies in a higher paid classification of a duration of thirty (30) days or more shall be filled in accordance with the provisions of Section 1 and 6 above. Any secondary job openings resulting from filling temporary vacancies pursuant to this provision, may be filled by transfer or by temporary Employees. However, in no event will a temporary Employee be placed in a higher rated classification when qualified seniority Employees are retained in a lower rated classification.

ARTICLE XI - LEAVES OF ABSENCE

Section 1.

Employees shall be eligible for leaves of absence after one (1)



year of service (except for maternity leave) with the Employer. Leaves of absence are for Employees who, in addition to their regular accrued days require time off from their employment. All such leaves are without pay unless otherwise specified herein.

#### Section 2.

Any request for a leave of absence shall be submitted in writing by the Employee to the Department Head at least ten (10) working days in advance, except in emergency situations. The request shall state the reason the leave of absence is being requested and the approximate length of time off the Employee desires.

#### Section 3.

Authorization or denial for a leave of absence request shall be furnished to the Employee in writing by the Employer.

#### Section 4.

An Employee on an approved leave of absence will retain his or her seniority. However, the seniority of an Employee will not accumulate while the Employee is on an approved leave of absence beyond one (1) month unless otherwise specified herein.

#### Section 5.

Further extension beyond the return date designated may be granted after thorough investigation and upon a finding that extension of time is necessary.

#### MILITARY LEAVE

Except as provided herein, the re-employment rights of Employees and probationary Employees will be limited to applicable laws and regulations.

a. Employees who are members of a Reserve component in the Military Service are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave from their respective duties, during which time they are engaged in active duty for defense training. Employees shall be paid the difference between any military compensation they receive and their regular wages for the time spent on active duty. The Employee must present verification of monies received during this training. Such leave shall not exceed two (2) calendar weeks.

b. Employees in other than a temporary position with the Unit who shall be inducted into the Armed Forces of the United States, or who shall volunteer for such service, shall, upon completion of such service, be reinstated to their former position or to a position of like

seniority, status and pay with the further provision that the length of service with the Armed Forces shall be included in the determination of their seniority, status and pay upon such reinstatement; provided that they shall be honorably discharged from the said military service, that the Employee is still mentally and physically qualified to perform the duties of such position, and that application for re-employment is made within ninety (90) days subsequent to such honorable discharge referred to or from hospitalization continuing after such discharge for a period of not more than one (1) year.

c. No Employee shall receive compensation for time not expended in Unit employment except as provided herein.

d. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable Federal Laws in effect on the date of this Agreement.

e. Employees who are called for a pre-induction physical for the Armed Services, are to be granted pay for the day of the physical. The above paid day will only be granted for the pre-induction physical. The Employee may request a personal leave day or a day without pay for any other physicals that may follow.

#### JURY DUTY LEAVE

Employees shall be granted a leave of absence with pay when they are required to report for jury duty. Such Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the Employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer.

#### COURT LEAVE

Employees required, either by the Board of Commissioners or any public agency having the power to subpoena, to appear before a Court or such agency on any matters related to their work with the Employer and in which they are personally involved, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Such Employees shall be paid the difference, if any, between the compensation they receive from the Court or Agency and their wages for time necessarily spent in such. Employees will be paid for the full day after turning over the witness fees to the Employer.

#### UNION EDUCATIONAL LEAVE

Leaves of absence without pay will be granted to any Employee

elected or selected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed four (4) Employees at any one time, not more than one (1) from any department and the number of working days will not exceed ten (10) in any one (1) calendar year.

#### UNION BUSINESS LEAVE

Not more than one (1) Employee at any one time elected to any Union office or selected by the Union to do work which takes him from his employment with the Employer, shall be granted a leave of absence without pay, not to exceed three (3) years or the term of office, whichever is shorter. Employees on such leave will accumulate seniority for longevity, benefit accrual and layoff and recall purposes only. An Employee shall be required to give the Employer at least ten (10) working days prior notice before such leave will be granted and at least ten (10) working days notice prior to returning to County employment from such leave.

#### EDUCATIONAL LEAVE

An Employee wishing to further his education in a job related field may be granted educational leave for a maximum of two (2) years. This leave may be extended by mutual agreement.

#### PERSONAL LEAVE

A personal leave of absence may be granted to an Employee by the Department Head for a period not to exceed thirty (30) days.

#### BEREAVEMENT LEAVE

When death occurs in the Employee's immediate family, i.e., spouse, parent, parent of a current spouse, step-parent, grandparent, grandchild, child, stepchild, brother or sister, the Employee on request, will be excused for any of the first three (3) scheduled working days immediately following the date of death provided he attends the funeral.

An Employee excused from work under this provision shall, after making written application, receive the amount of wages he would have earned by working during straight time hours on such scheduled days of work for which he is excused.

An Employee may be granted additional time off for travel or otherwise by use of his earned vacation or personal days upon approval of his Supervisor or Department Head.

#### MATERNITY LEAVE

- a. Employees with six (6) months seniority who are pregnant

shall be entitled to a leave of absence for a period of time up to one (1) year. Pregnant Employees will be permitted to work until medical evidence indicates that the Employee should no longer work. For this purpose the affected Employee will furnish the Employer with a doctor's certificate specifying the medical status of the Employee and indicating when the Employee should no longer work.

b. Employees granted such leave will be afforded the opportunity to return to their former classification, seniority permitting; and if not, to their former department in line with their seniority upon expiration of their maternity leave upon furnishing the Employer with a doctor's certificate stipulating that they are able to resume their normal work duties.

c. The Employer reserves the right to review the above mentioned doctor's certificates prior to effecting the medical recommendations contained therein.

d. Seniority Employees shall be entitled to a leave of absence in accordance with the above provisions not to exceed six (6) months, should the Employee adopt a child.

## ARTICLE XII - LONGEVITY COMPENSATION

### Section 1.

Longevity compensation will be granted to Employees upon the completion of seven (7) years of service with the County and additional increments will be paid at three (3) year intervals thereafter up to and including the nineteenth (19) year of service.

### Section 2.

Longevity compensation is based upon total, continuous\* length of service with the County and does not relate to the length of time served in a particular classification, office or department.

\*Continuous service--authorized leaves of absence or layoffs which do not exceed one (1) year will not constitute a break in service. However, time off will be subtracted in computing the length of time of eligible increment time. Separation due to resignation or dismissal constitutes a break in continuous service.

### Section 3.

Longevity compensation will be paid to employees who have served the equivalent of seven (7), ten (10), thirteen (13), sixteen (16) and nineteen (19) years of service. Longevity increments shall be calculated as follows:

2% of the annual rate upon completion of seven (7) years of continuous full time service.

4% of the annual rate upon completion of ten (10) years of continuous full time service.

6% of the annual rate upon completion of thirteen (13) years of continuous full time service.

8% of the annual rate upon completion of sixteen (16) years of continuous full time service.

10% of the annual rate upon completion of nineteen (19) years of continuous full time service.

#### Section 4.

Time spent on military leaves (not to exceed four (4) years unless otherwise provided by statute) will be used in computing continuous service for longevity only.

### ARTICLE XIII - COST OF LIVING ADJUSTMENT

#### Section 1.

An automatic adjustment shall be made quarterly during the term of this Agreement, effective with the beginning of the pay periods which commences on or immediately after March 1st, June 1st, September 1st and December 1st.

#### Section 2.

Said adjustment shall be based upon the official Consumer Price Index for Urban Wage Earners and Clerical Workers (including single workers) - "all items," published by the Bureau of Labor Statistics, U. S. Department of Labor (1967 = 100) and hereinafter referred to as the B.L.S. Consumer Price Index.

#### Section 3.

Effective with the beginning of the pay period starting on or after September 1, 1973, and thereafter at quarterly intervals provided for in Section 1, during the life of this Agreement, said adjustments shall be made as follows:

##### Effective Date of Adjustment

First pay period beginning on or after September 1, 1973, and at quarterly intervals thereafter.

##### Based Upon

B.L.S. Consumers Price Index for May, 1973, as compared to the Index of August 1973, with each quarterly index on said dates to be compared to the preceding quarterly index.

Section 4.

The amount of any wage rate adjustment shall be one cent (1¢) per hour for each change of four tenths of a point (.04) in the index during the base period. Changes in the index which result in an adjustment of more than one-half cent (1/2¢) will result in an adjustment of one cent (1¢), but a change in the index which would result in an adjustment of one half cent (1/2¢) or less will be computed at the next lower cent.

Section 5.

No annual increase shall be required under the provisions of this Agreement in excess of ten (10) cents (10¢) per hour, irrespective of the number of points which the index may rise. No quarterly increase shall be required under the provisions of this Agreement in excess of three cents (3¢). All cost of living payments are based upon 520 hours per quarter.

Section 6.

In the event of a decline in the B.L.S. Index, in any base period, a wage rate adjustment shall be made in the reverse order that the upward adjustments in rates were provided in Section 4.

Section 7.

In the event the B.L.S. does not issue the C.P.I. on or before the beginning of the pay period referred to in Section 3 above, any adjustments required will be made at the beginning of the first pay period after receipt of the index.

Section 8.

No adjustments, retroactive or otherwise, shall be made due to any revisions which may later be made in the published figures for the B.L.S. Consumer Price Index for any base month.

Section 9.

The parties agree that the continuance of said adjustment is dependent on the availability of the monthly B.L.S. Consumer Price Index in its present form and calculated on the same basis as the Index published in May 1973.

Section 10.

An Employee must have been employed from a date which allows him to work 4/5 of the quarter in order to receive the cost of living payment for that quarter. Those employees who return from an authorized leave of absence need not meet this particular requirement. They shall be paid on a pro-rata basis for hours worked.

ARTICLE XIV - HOURS OF WORK AND PREMIUM HOURS

Section 1.

The work period consists of eighty (80) hours per bi-weekly pay period.

Section 2.

Employees are allowed two (2) fifteen (15) minute coffee breaks per day and a lunch period not to exceed one (1) hour. One (1) break is to be taken in the A.M. and the other in the P.M. These breaks are to be taken at a time scheduled by the Employer to allow for the continuous and effective operation of the department.

Section 3.

Time and one-half (1½) will be paid under any of the following conditions:

- a. Daily  
All work performed in excess of eight (8) hours in any work day.
- b. Periodically  
All work performed in excess of eighty (80) hours per bi-weekly pay period.
- c. Exclusive of seven (7) day operations, the normal work week extends from Monday through Friday.

Section 4.

Employees who are scheduled for work or called into work and are permitted to report for work without having been notified the day prior that there will be no work, shall be credited with four (4) hours pay.

ARTICLE XV - HOLIDAY

Section 1.

The following days shall be designated and observed as paid holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Election Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving
Columbus Day	Christmas Day

## Section 2.

The definition of election day includes State and National elections only. Primaries are not to be considered an election day.

## Section 3.

Employees shall be granted a half (1/2) day paid holiday immediately preceding Christmas Day and New Year's Day, or permissively, in lieu of said two (2) one-half (1/2) days, a full day paid holiday. Also, one-half (1/2) day paid holiday shall be granted on Good Friday.

## Section 4.

Employees must work their scheduled day before and their scheduled day after a holiday, or be on authorized normally paid leave, in order to be paid for the holiday.

## Section 5.

In the event one of the holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible Employees; if the holiday falls on a Saturday, the preceding Friday will be recognized as a holiday. In departments having continuous seven (7) day operations, the actual date of the holiday will be recognized.

## Section 6.

Eligible full time Employees who perform no work on a holiday shall be paid their regular holiday pay of eight (8) times their current hourly rate of pay.

## Section 7.

Employees required to work a designated major holiday (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas) will be accorded premium pay at time and one-half (1½) their regular hourly rate for all hours worked in addition to their regular holiday pay. Employees required to work the remaining minor holidays specified in Sections 1, 2, and 3 above, with the exception of the Friday after Thanksgiving, will be paid their regular hourly rate for all hours worked in addition to their regular holiday pay. Employees required to work the Friday after Thanksgiving will be granted another day off from work on a mutually agreeable date.

## Section 8.

Employees who are on inactive status due to a layoff or sick leave and have holiday accruals may elect to receive pay for such holiday.



Section 9.

For the purpose of computing overtime, all holiday hours (worked or unworked) for which an Employee is compensated (in cash or compensatory time off) shall be regarded as hours worked. However, it is understood that the application of this provision will not result in the pyramiding of overtime premiums due to paid holidays.

ARTICLE XVI - VACATIONS

Section 1.

Vacation leave can be used only after the Employee has served at least 1,040 hours. He will then be credited with forty (40) hours vacation leave and thereafter he will be allowed one (1) eight (8) hour day vacation day for each 208 hours worked. Use of vacation time can only be scheduled with the Department Head's approval who will consider both the wishes of the Employees as well as efficient operation of the department concerned.

Section 2.

For Employees accruing vacation at the rate of eighty (80) hours annually, the maximum amount of vacation that may be accumulated shall be one hundred twenty (120) hours or fifteen (15) days.

For Employees accruing vacation at the rate of one hundred twenty (120) hours annually, the maximum amount of vacation that may be accumulated shall be one hundred eighty (180) hours or twenty-two and one-half (22½) days.

For Employees accruing vacation at the rate of one hundred sixty (160) hours annually, the maximum amount of vacation that can be accumulated shall be two hundred forty (240) hours or thirty (30) days.

Salary may not be substituted for vacation leave while the individual is employed by Genesee County. It is understood that no Employee will jeopardize his or her accumulated vacation leave due to the Employer's failure to grant the vacation leave.

Section 3.

Upon termination of employment an Employee shall be compensated in wages for all unused vacation leave.

Section 4.

Regular full time Employees with an average regular work week of forty (40) hours shall receive annual vacation with pay in accordance

with the following provisions:

For the first five (5) years of full time service: Employees shall accrue paid vacation at the rate of eight (8) hours for each 208 working hour period. (Eighty (80) hours or ten (10) working days vacation per year).

Upon completion of five (5) years full time service, Employees shall accrue paid vacation at the rate of twelve (12) hours for each 208 working hour period. (120 hours or 15 working days vacation per year).

Upon completion of ten (10) years full time service, Employees shall accrue paid vacation at the rate of sixteen (16) hours for each 208 working hour period. (160 hours or 20 working days vacation per year).

New Employees will not be eligible for vacation credit until after completion of six (6) months employment at which time he will be credited with eight (8) hours of vacation for each 208 hours worked.

Employees with a regular work day of eight (8) hours shall have eight (8) hours deducted from his accrued vacation time for each day of vacation taken.

Vacation time shall not accrue during the period the Employee is absent under Article XII or other absence without pay.

#### Section 5.

Vacation pay will be paid at the current rate of the Employee (exclusive of shift premium). Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an Employee is entitled to by reason of any increment plans.

#### Section 6.

Seniority shall govern the choice of vacation periods, subject to reasonable scheduling requirements of the department provided the senior Employee makes his choice of vacation time on or before the end of the scheduling period.

#### Section 7.

If any Employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his vacation and the Employee utilizes accumulated sick leave credits for the period of illness, his vacation for the number of days so utilized shall be re-scheduled at a mutually agreeable date.

#### Section 8.

If a regular pay day or pay days falls during an Employee's

vacation, he will receive his check or checks in advance, provided he has requested payment in writing three (3) weeks prior to the payday preceding his vacation.

Section 9.

When a paid holiday falls during an Employee's scheduled vacation, the holiday will be allowed and the vacation period will be extended accordingly.

ARTICLE XVII - SICK-ACCIDENT AND LIFE INSURANCE

Section 1.

The Employer will make available, and pay the cost of, a Sick-Accident Insurance Program and a Life Insurance Program in accordance with the terms of the specimen policies attached hereto as Exhibits #2 and #3.

Section 2.

All full time Employees on the seniority list will become eligible for said insurance benefit program immediately upon completion of the probationary period.

Section 3.

Any Employee on lost time disability benefits under the insurance program will not accrue vacation, sick or holiday benefits beyond thirty (30) days and amounts received by Employees under such program do not constitute paid time for seniority purposes.

Section 4.

Eligible Employees will be granted six (6) personal leave days with pay on their eligibility date during each calendar year. Said days may not be used as, or in conjunction with, vacation days, but for such legitimate purposes as short term illness, doctor or dentist visits, attending funerals and necessary family business. If not utilized, said personal days will accumulate indefinitely. Personal days have no monetary value upon separation from employment with Genesee County, for whatever reason. Approval must be obtained prior to utilizing personal days except in emergency situations.

ARTICLE XVIII - HEALTH AND WELFARE

Section 1.

The Employer agrees to provide hospitalization insurance and surgical fee benefits for qualified full time Employees and for their dependents as provided below. Semi-private hospitalization and surgical benefits provided by and subject to the terms and conditions of the standard Blue Cross Hospitalization Plan and Blue Shield Plan (MVF-1) or equivalent coverage. The Employer shall also provide the following riders to all eligible full time Employees: Prescription, O.B., M.L., IMB, DCCR, and D45NM.

Section 2.

Employees may not receive money in lieu of full family or single coverage insurance whichever the case may be.

ARTICLE XIX - LAYOFF AND RETIREMENT BENEFITS

Section 1.

Union Employees shall be accorded layoff and retirement benefits as provided in Exhibit #4 and #5 attached.

ARTICLE XX - UNION BULLETIN BOARDS

Section 1.

The Employer will provide bulletin boards in suitable locations which may be used by the Union for posting notices of the following types:

- a. Notices of Union recreational and social events.
- b. Notices of Union elections.
- c. Notices of results of Union elections.
- d. Notices of Union meetings.
- e. Notices pertinent to the administration of the Union.

All such notices are to be signed by the Chief Steward. One board shall be located in each County building specified below:

Administration Building	MacAvinchey Building
Courthouse	Sheriff's Department
Cooperative Extension Building	Galliver Building
District Courts	Children's Facilities
Walter Winchester Hospital	

Section 2.

The Union shall have the exclusive right to the use of these bulletin boards. It is not the intent of the parties to permit the posting of material detrimental to the Employer-Union relationship. In the event a dispute arises concerning the appropriateness of the material posted on the Union bulletin boards, the President of the Local Union will be advised by the Employer, and a special conference will be called. Except as permitted above, there shall be no distribution or posting by Employees represented by this Local Union or its representatives of advertising or political matter upon the Employer's premises.

ARTICLE XXI - WORKMEN'S COMPENSATION

Section 1.

In the event an Employee sustains an occupational injury he will be covered by applicable Workmen's Compensation laws.

Section 2.

Any Employee sustaining an occupational injury shall be entitled to payments by the Employer of an amount sufficient to make up the difference between what is paid by Workmen's Compensation and 80% of his regular weekly wage rate, plus continuance of Blue Cross-Blue Shield and Life Insurance Benefits.

ARTICLE XXII - OUTSIDE EMPLOYMENT

Section 1.

Any outside employment undertaken should in no way deter an individual from satisfactorily performing his duties as a County Employee. Court Employees shall notify the Department Head concerning any outside employment undertaken.

ARTICLE XXIII - GENERAL PROVISIONS

Section 1. - REPORTING ABSENCES

In order to protect his or her seniority, it is the Employee's responsibility to notify the Employer of absences from work. (reference Article IX, Section 6 c). For this purpose, the Employer shall establish a procedure in each Department whereby reporting of absences at all times during regular scheduled hours can be made by Employees to designated personnel.

Section 2.- SAFETY COMMITTEE

A Safety Committee composed of two (2) bargaining unit representatives and two (2) Employer representatives shall be established. This committee will review safety matters involving bargaining unit Employees and may make recommendations to the Employer concerning such matters. The Safety Committee will operate under the procedural aspects outlined in Article VI (Special Conferences).

Section 3. - SHIFT PREFERENCE

a. After attaining one (1) year of seniority, Employees may make written application to their Supervisor for transfer to a desired shift within the same Department and classification. Shift preference may only be exercised during the period from January 1st to January 30th. Application for transfer must be made not less than thirty (30) days in advance of January 1st. Shift transfers in accordance with the above provisions will be made by the Employer no later than January 30th, on

the basis of seniority within the classification in that department.

b. Shift preference may also be exercised in the event of a vacancy within the department and classification, providing prior application for transfer has been made to the Supervisor. However, this does not preclude the Employer from filling any such vacancy with a probationary Employee who will not be subject to transfer to another shift until the conclusion of his probationary period.

c. However, it is understood by the parties that all Employees being considered for transfer must be fully capable of performing the work available on their preferred shift. Furthermore, those Employees whose jobs are taken via a shift preference transfer must be fully capable of performing the work available on the less desired shift.

#### Section 4. - PART-TIME EMPLOYEES

Part-time Employees shall be required to complete a Five Hundred Twenty (520) Hour probationary period in accordance with the provisions of Article VIII, Section 2 and 3. After completion of their probationary period, part-time Employees will be credited with the following full-time benefits on a pro rata basis in accordance with hours worked:

1. Vacation (after 1,040 hours)
2. Personal days
3. Cost of living
4. Step-up increments
5. Longevity
6. Shift premium
7. Retirement
8. Holidays

In addition, part-time employees after completion of their probationary period will receive the following benefits as indicated:

1. Sick-Accident Insurance - 50% of full-time coverage.
2. Life Insurance - 100% of full-time Employee coverage.
3. Blue Cross-Blue Shield - 50% of full-time Employee coverage.

#### Section 5. - TOOL ALLOWANCE

The Employer will pay, on July 15th of each year, a tool allowance of \$55.00 to each Employee in the following classifications: Maintenance Mechanic and Auto Mechanic. Power and special tools will continue to be supplied by the County as per current policy.

The Employee will continue to be responsible for supplying necessary hand tools.

Any Employee separating from County employment during the period from July 15, through December 31, of any year shall have deducted from his final pay an amount equal to his tool allowance for one year.

## Section 6. - CONTINUATION OF BENEFITS

The Employer agrees to provide a maximum of six (6) months Blue Cross-Blue Shield coverage while an Employee is on an authorized sick leave of absence, beginning with the first day such Employee goes on authorized sick leave status.

Employees will be permitted the option of continuing Blue Cross-Blue Shield and Life Insurance coverage while on authorized Union business leave, educational leave, personal leave, maternity leave and while on layoff status; for a maximum of twelve (12) months, beginning with the first day Employees go on leave or layoff status; by submitting to the Personnel Department (by check or money order) said premiums by the 15th of each month.

## Section 7.

The parties recognize that judges must have confidence in their secretaries and as such agree that newly appointed judges may replace their present secretaries and hire in their place anyone who possesses the qualifications required irrespective of any other provisions of this Agreement to the contrary.

If an Employee is replaced under the above provisions, she shall be placed in a clerical position for which she is qualified within the Court, in line with her seniority.

In the event the affected Employee's seniority does not permit placement, the Employee shall be considered as laid off.

Further, secretarial vacancies for existing judges may be filled by the Employer without regard to any provisions of this Agreement.

## ARTICLE XXIV - SALARY AND WAGES

### Section 1.

Each new Employee meeting the minimum job requirements will be hired at the "A" step of the salary range, however, he may be placed in a higher step of the salary range commensurate with his prior experience, upon agreement between the Union and the Employer.

### Section 2.

On the Employee's "anniversary date" (normally his seniority date unless he has been promoted, on leave or layoff) each year, he will be advanced to the next step of his grade provided his performance has been rated satisfactory. In the event an Employee is to be denied his increase, under this provision, he must have been informed ninety (90) days prior to his anniversary date of the situation and informed in detail of what he can do to improve his job performance by his anniversary date.

Section 3.

A Cost of Living Allowance of twenty-seven (27¢) cents has been folded into the base rate of pay for each step effective June 1, 1973. The Cost of Living Allowance effective June 1, 1973, will be zero (0¢) cents.

Section 4.

A night shift premium of six (6%) percent will be paid for second and third shift Employees.



1973 SALARY RATES  
(Effective July 1.)

HOUSEKEEPER

A	B	C	D	E	F
5916	6243	6500	6800	7083	7423
227.54	240.11	250.00	261.54	272.42	295.50
2.8442	3.0014	3.1250	3.2692	3.4053	3.5688

CLERK TYPIST I, PHOTOSTAT OPERATOR, DEPUTY CLERK TRAINEE

A	B	C	D	E	F
6500	6756	7038	7346	7653	7997
250.00	259.85	270.70	282.54	294.34	307.58
3.1250	3.2481	3.3837	3.5317	3.6793	3.8447

CUSTODIAN, TELEPHONE OPERATOR, DEPUTY CLERK

A	B	C	D	E	F
6756	7038	7346	7653	7962	8294
259.85	270.70	282.54	294.34	306.23	319.00
3.2481	3.3837	3.5317	3.6793	3.8279	3.9875

KEYPUNCH OPERATOR, RECEPTIONIST

SECRETARY I, CLERK TYPIST II, ACCOUNT CLERK I, GAS STATION ATTENDANT

A	B	C	D	E	F
6977	7379	7686	8019	8353	8749
268.34	283.81	295.62	308.43	321.27	336.50
3.3543	3.5476	3.6952	3.8553	4.0159	4.2063

WATCHMAN, CUSTODIAN/UTILITYMAN, SENIOR DEPUTY CLERK

A	B	C	D	E	F
7346	7653	7962	8294	8654	9040
282.54	294.34	306.23	319.00	332.85	347.70
3.5317	3.6793	3.8279	3.9875	4.1606	4.3462

SECRETARY II, ACCOUNT CLERK II, DEPUTY COURT CLERK TRAINEE, SR. KEYPUNCH

A	B	C	D	E	F
7584	7997	8331	8715	9124	9510
291.70	307.58	320.42	335.19	350.92	365.77
3.6462	3.8447	4.0053	4.1899	4.3865	4.5721

DEPUTY PROBATE REGISTRAR

A	B	C	D	E	F
7592	7924	8278	8652	9048	9443
292.00	304.77	318.38	332.77	348.00	363.19
3.6500	3.8096	3.9798	4.1596	4.3500	4.5399

MAIL AND STOCK ROOM SENIOR CLERK

A	B	C	D	E	F
7944	8292	8664	9057	9472	9887
305.54	318.92	333.23	348.34	364.30	380.27
3.8192	3.9865	4.1654	4.3543	4.5538	4.7534

SECRETARY III, ACCOUNT CLERK III, ASSISTANT DEPUTY COUNTY CLERK

A	B	C	D	E	F
8315	8693	9102	9510	9900	10313
319.81	334.34	350.08	365.77	380.77	396.66
3.9976	4.1793	4.3760	4.5721	4.7596	4.9582

DEPUTY COURT CLERK, MAINTENANCE MECHANIC I

A	B	C	D	E	F
8306	8674	9466	9878	10313	10779
319.46	333.62	364.08	379.92	396.66	414.58
3.9933	4.1702	4.5510	4.7490	4.9582	5.1822

SECRETARY IV, ACCOUNT CLERK IV, PROBATE COURT REPORTER

A	B	C	D	E	F
9060	9445	9855	10290	10754	11244
348.46	363.27	379.04	395.77	413.62	432.46
4.3558	4.5409	4.7380	4.9471	5.1702	5.4058

MAINTENANCE MECHANIC II

A	B	C	D	E	F
9849	10313	10754	11244	11732	12273
378.81	396.66	413.62	432.46	451.23	472.04
4.7351	4.9582	5.1702	5.4058	5.6404	5.9005

AUTO MECHANIC

A	B	C	D	E	F
11790	12338	12908	13502	14141	14802
453.46	474.54	496.46	519.30	543.89	569.30
5.6683	5.9317	6.2058	6.4913	6.7986	7.1163

## ARTICLE XXV - SAVINGS CLAUSE

### Section 1.

If any Article or Section or portion thereof of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section or portion thereof should be reinstated by such tribunal the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section or portion thereof.

### Section 2.

In consideration of the foregoing provisions of this Agreement, the Union agrees that there shall be no suspension of work or other interference with the operation of the Employer during the term of this Agreement with respect to, or based upon, any dispute which is subject to arbitration. The Union further agrees that it will actively oppose and discourage any such action on the part of individual Employees and will not support them in any violation of this Section.

## ARTICLE XXVII - TERMINATION

### Section 1.

This Agreement shall be effective on the 12th day of September, 1973, and shall remain in full force and effect until the 30th day of June, 1976. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date, in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than sixty (60) days prior to the desired termination date, such notification date shall not be before the anniversary date set forth in the preceding paragraph. This Agreement may be extended by mutual agreement on a day to day basis after termination.

### Section 2.

However, the Union will be granted the option to reopen negotiations concerning economic provisions (wage rates and fringe

benefits exclusively) on July 1, 1974, for the last two years of the Agreement, by notifying the Employer sixty (60) days prior to these dates that it desires to modify the above mentioned then existent provisions. In this event, negotiations shall begin not later than June 1st.

FOR THE UNION:

Dorothy L. Pugh

Jack R. Johnson

Julie Simon

Ruby Montgomery

David Reno

FOR THE EMPLOYER:

Raymond E. Knott

Joseph A. Knapp

Jack Carso

Robert W. Standal

LETTER OF AGREEMENT

Between

GENESEE COUNTY

And

Local 496, affiliated with District Council 29 of  
the American Federation of State, County and  
Municipal Employees (AFL-CIO)

During the 1973 Negotiations the following matters were  
discussed between the parties and were resolved as indicated:

1. Bargaining unit Employees will be allowed until July 1, 1974, to utilize previously accrued vacation accumulations in excess of the maximum accumulation specified in the 1973 Agreement.
2. Subsequent to the signing of the 1973 Agreement the President of the Local 496 will be advised in writing of the location of all union bulletin boards.
3. Bargaining unit Employees will not be required to refund minor shortages incurred in their daily cashier operations. Such Employees will continue to be bonded by the County insurance carrier against larger losses. However, Employees at all times will be responsible for satisfactorily performing their job assignment of balancing their cashier operations.
4. Employees currently assigned to positions in the Board Coordinator's Office, Corporation Counsel's Office, and Controller's Office which previous to the 1973 Agreement were "confidential" in nature; will be exempted from mandatory contractual requirements to join the Union or pay agency fees, as long as they remain in their current position. Other Employees subsequently assigned to such formerly "confidential" positions will be governed by applicable contractual provisions in this regard.
5. All insurance provisions revised in the 1973 Agreement will have as their effective date the first day of the month immediately following the month in which the Agreement is signed.

In witness whereof, the parties hereto have set their hands this 12th day of September, 1973.

FOR THE UNION:

David Reno

Julie Simon

Ruby Montgomery

Jack R. Johnson

Dorothy L. Pugh

FOR THE EMPLOYER:

Raymond E. Knott

Joseph A. Knapp

Jack Carso

DEC 3 1974

~~MacDonald~~