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April 26, 1975

SOCIAL SERVICE WORKERS

Agreement

Between

GENESEE COUNTY

And

METROPOLITAN DISTRICT COUNCIL 29

Of The

International Union of the American
Federation of State, County and
Municipal Employees (AFL-CIO)

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A G R E E M E N T

This Agreement entered into this 26th day of April
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 Circuit Court, Probate Court and 67th District Court Judiciary
hereinafter referred to as the "Employer" and Local Union
_____ 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.

ARTICLE I - RECOGNITION - EMPLOYEES COVERED

Section 1.

A. 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, for those employees of the Employer in three bargaining units consisting of "All regularly employed, Social Service Workers I and II, employed in the Probate Court, Friend of the Court Office, Adult Probation Office, Citizens Probation Office, and Corporation Counsel Office, but EXCLUDING: All Psychiatric Social Service Workers, employees on assignment by the State of Michigan and the Federal Government and Supervisors.

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, nor will the Employer encourage or discourage membership in 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 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 operations.
- c. To hire, layoff, assign, transfer and promote employees.
- d. To discipline, including suspension from work and discharge employees 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 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 un-

just or unreasonable, the matter may be pursued through the grievance procedure.

ARTICLE III - UNION SECURITY

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.

ARTICLE IV - UNION DUES

Section 1.

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 2.

On and after the thirty-first (31st) day following the beginning of employment, any present or future employees, 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 3.

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 or her 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 4.

With regard to the above Union Security and Union dues and fee 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.

ARTICLE V - UNION REPRESENTATION

Section 1.

Union employees shall be represented by a Steward and an alternate Steward in each department who shall be members of the bargaining unit. 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 III 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 President or his designee 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 during regular working hours in contract negotiations.

ARTICLE VI - SPECIAL CONFERENCES

Section 1.

Special conferences for important matters will be arranged by the Local President or his designated representative and the Personnel Director upon the request of either party.

Section 2.

Such meetings shall be between two (2) representatives of the Union and 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 also 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 at least one-half (1/2) hour preceding the conference.

ARTICLE VII - 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.

(c) Employees involved as grievants will not lose pay for time spent during regular hours in the grievance procedure, as outlined below.

Section 2.

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

Section 3.

A grievance must be presented in writing by the Steward within twenty-one (21) working days after its occurrence in order for it to be a proper matter for the grievance procedure.

Step I.

The Employee must first discuss his problem orally with his Supervisor. If the matter is not so resolved, 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 of the Supervisor's answer. The Department Head or his designee will render his decision within five (5) working days.

Step IV.

If the grievance is not resolved satisfactorily in Steps 1, 2, or 3 above, notification will be given by the Union to the Genesee County Personnel Director within five (5) working days after the Department Head's answer. The Personnel Director will then schedule a meeting or meetings, 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 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 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.

(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, nor to make any recommendations with respect thereto. Neither shall he have power to establish or modify any classification or wage plan, to rule on any claim arising under an Insurance Policy or Retirement.

ARTICLE VIII - DISCIPLINARY PROCEDURES

Section 1.

Disciplinary action taken by the Employer will be dependent upon the nature and seriousness of the offense or infraction. 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 will not impose disciplinary action on an employee for errors or mistakes in his employment application, unless 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. Should the disciplined employee and the Steward consider any disciplinary action improper, the matter shall 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.

ARTICLE IX - SENIORITY

Section 1.

New employees hired in the bargaining unit on a full time basis shall be considered as probationary employees for the first six (6) months of their employment.

Upon completion of this probationary period, the employee shall acquire seniority dated back six (6) months 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. It is further agreed, however, that employees involuntarily transferred from one department to another department within the bargaining unit will carry their seniority for layoff and recall purposes into the new department.

Section 4.

(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.

Section 5.

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 otherwise reversed.

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

(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 (c) above.

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

Section 6.

Notwithstanding their position on the seniority list, Officers (President, Vice-President, Secretary, Treasurer) then Stewards shall in the event of a layoff 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 in their classification which they can perform.

Section 7.

Temporary employees are defined as those employees hired into a

position of a duration of less than ninety (90) days. Under no circumstances will a temporary employee be permitted to work in that status for more than ninety (90) days without attaining full time probationary status of three (3) months duration. The provisions of this Agreement do not apply to temporary employees.

ARTICLE X - LAYOFF AND RECALL

Section 1.

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

Section 2.

When there is a layoff, probationary employees within the bargaining units will be laid off first. Thereafter, seniority employees within the effected department will be laid off according to seniority, provided the employees being retained are able to perform the available work. It is further agreed that job vacancies in any department within the bargaining units will be filled with employees on layoff status from any other department within the bargaining units, on a seniority basis, provided that they can perform the available work. Refusal to accept any such job vacancy shall constitute adequate grounds for denial of layoff benefits.

Employees transferred from one department to another department under the provisions of this section shall be considered involuntarily transferred in accordance with the provisions of the Article IX, Section 3. Furthermore, such employees shall retain for one (1) year the option to return, in line with their seniority, to the first vacancy in their former department, without loss of seniority, upon written application to the Personnel Director. Thereafter, such employees shall retain and

accumulate seniority in their current department only.

Section 3.

Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Steward 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.

(b) Notice of recall may be by telephone call, but in any event confirmed by certified mail to the employee's last known address.

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

Section 5.

Non-bargaining unit personnel will not be utilized in any bargaining unit classification when an employee is laid off therefrom, except in the case of emergency.

Employees reduced in status due to lack of work or a limitation of funds will not suffer a reduction in benefits and will retain seniority.

ARTICLE XI - RECLASSIFICATION

Section 1.

The Employer will re-classify any seniority employee from Social Service Worker I to Social Service Worker II upon said employee meeting the following requirements:

1. Satisfactory job performance.

2. Completion of ten (10) years service as Social Service Worker I or attainment of a Master's Degree in a job related field from an accredited college or university.

3. It is understood by the parties that the above mentioned provisions are predicated on the circumstance that Social Service Workers I and II perform similar job duties and share similar job responsibilities.

4. When such reclassification takes place the affected employee shall move vertically to the same step in the Social Service Worker II classification.

ARTICLE XII - LEAVES OF ABSENCE

Section 1.

Employees shall be eligible for leaves of absence after one (1) year of service 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 must be authorized and 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. 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 and just.

Section 6.

Except as provided herein, the re-employment rights of employees and probationary employees will be limited by 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.

Section 7.

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.

Section 8.

Leaves of absence will be granted to any employee elected or selected by the Union to attend educational classes, conferences or conventions conducted by the Union. The number will not exceed one (1) from any department at any one time, and the number of working days will not exceed sixteen (16) days in any one (1) calendar year.

Section 9.

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, not to exceed three (3) years or the term of office, whichever is shorter. Employees on such leaves will accumulate seniority for layoff and recall purposes only.

Section 10.

Employees required, either by the County of Genesee or any public agency, to appear before a court or such agency on any matters related to their work for Genesee County 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 may 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 any witness fees received to the Employer.

Section 11.

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.

Section 12.

When death occurs in the employee's immediate family, i.e., spouse, parent, parent of a current spouse, grandparent, grandchild, child, 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.

Section 13 - MATERNITY LEAVE

(a) Employees who become pregnant shall be entitled to a leave of absence for a specified period of time up to one (1) year. Pregnant employees will be permitted to work until medical evidence indicates that the employee shall take a leave of absence. 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 be placed on maternity leave.

(b) Employees granted such leave will be afforded the opportunity to return to their former classification for a period of time not to exceed three (3) months after the culmination of their pregnancy, upon furnishing the Employer with a doctor's certificate stipulating that they are able to resume their normal work duties. Thereafter employees desiring to return to employment after the expiration of their maternity leave will be offered the first job opening in their former classification.

(c) The Employer reserves the right to review the above mentioned doctor's certificates and prior to effecting the medical recommendations contained therein, to schedule the affected employee for an examination with a physician retained by the Employer to re-evaluate the employee's medical status and ability to perform her normal work duties.

ARTICLE XIII - 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 continuous 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.

ARTICLE XIV - HOURS OF WORK

Section 1.

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

Section 2.

It is understood by the parties that employees in the bargaining unit, in order to satisfactorily perform their job functions, may be required periodically to work other than regularly scheduled hours.

Section 3.

Employees are allowed two (2) fifteen (15) minute coffee breaks per day and a lunch period of one (1) hour. These breaks are to be taken at a time which will allow for the continuous and effective operation of the department as determined by the Department Head.

ARTICLE XV - HOLIDAYS

Section 1.

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

New Years Day	Labor Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Election Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving Day
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 leave with pay, 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 holidays falls on a Saturday, the preceeding Friday will be recognized as a holiday.

Section 6.

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

Section 7.

When a holiday, observed by the Employer, falls during an employee's scheduled vacation, the holiday will be allowed and the vacation day will not be counted.

Section 8.

Employees scheduled to work a designated major holiday (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) will be accorded premium pay at time and one half (1 1/2) for all hours worked, and in addition will be granted a compensatory day off on a mutually satisfactory date. Employees required to work the remaining minor holidays will be granted a compensatory day off on a mutually satisfactory date.

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.

Vacation leave may be cumulative, but employees may not carry over into their next seniority year more than one and one-half (1 1/2) of this earned annual vacation leave.

Section 3.

Upon termination of employment, an employee shall be compensated in wages for all unused vacation leave, up to a maximum of one and one half (1 1/2) times his annual accrued allotment.

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 any period the employee is absent 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 rescheduled.

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 pay day preceding his vacation.

Section 9.

A vacation may not be waived by an employee and extra pay received for work during that period. If an employee is required by the Employer to reschedule his vacation, then the provisions of Section 2 will not be invoked.

ARTICLE XVII - SICK-ACCIDENT AND LIFE INSURANCE

Section 1.

The Employer will make available, and pay the cost of, a sick and accident insurance program and a life insurance program in accordance with the terms of the specimen policies attached hereto as Exhibit #2 and #3.

Section 2.

Any employee on lost time disability benefits under the insurance program will not accrue vacation, sick or holiday benefits

after thirty (30) days of such disability leave, and amounts received by employees under such program do not constitute paid time for seniority purposes, after thirty (30) days of such disability leave.

Section 3.

An employee who is separated from work because of an authorized leave of absence without pay, may, if he desires to continue coverage, make cash payments to the Employer for continuation of the Life Insurance Benefit Program. (The Agreement with the Insurance Carrier permits collections on a cash basis for a period of three (3) months.) Payments must be made by cash or money order and be in the accounting department prior to the fifteenth (15) day of the billing month.

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 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. Advance notice shall be given by the employee to the Department Head whenever possible of the intent to utilize personal leave days.

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.

Section 3.

An employee who is separated from work because of layoff, lost time benefits under the Insurance Program, or authorized leaves of absence without pay, may, if he desires to continue coverage, make cash payments to the Employer for continuation of Blue Cross-Blue Shield coverage. The Agreement with Blue Cross - Blue Shield permits collection on a cash basis for a period of three (3) months. Payments must be made by cash or money order and be in the accounting department prior to the fifteenth (15) day of the billing month.

ARTICLE XIX- LAYOFF AND RETIREMENT BENEFITS

Section 1.

Bargaining unit employees shall be accorded layoff and retirement benefits as provided in Exhibit #4 and #5 attached.

Section 2.

The Union and employees in the Unit agree that either the layoff or retirement plan may be changed to improve the existing system provided such change or changes do not lessen the benefits granted under the present plan.

ARTICLE XX - UNION BULLETIN BOARD

Section 1.

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

- (a) Notice of Union recreational and social events
- (b) Notice 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 Steward.

Section 2.

The Union shall have the exclusive right to the use of this bulletin board. 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 will be considered for payments by the Employer of an amount sufficient to make up the difference between what is paid by Workmen's Compensation and his regular weekly wage rate, plus continuance of Blue Cross-Blue Shield and life insurance benefits. Such payments are subject to the approval of the Personnel Committee of the Board of Commissioners. If the Union or any effected employee considers any such disposition unjust or unreasonable the matter may be pursued through the grievance procedure.

ARTICLE XXII - OUTSIDE EMPLOYMENT

Section 1.

Any outside employment undertaken shall in no way deter an

individual from satisfactorily performing his duties as a County employee.

ARTICLE XXIII - EDUCATIONAL REIMBURSEMENT

Section 1.

Employees will be reimbursed for tuition fees for college level course work in accordance with the following provisions:

- (a) The course is job related and the Department Head has approved the course for reimbursement purposes prior to the first day of class.
- (b) The employee is a seniority employee who is on active employment rolls prior to, during, and at the completion of the course.
- (c) A grade of "C" or equivalent or better is attained in the course.

Section 2.

It is understood by the parties that such reimbursement will be accorded the employee as soon as possible after the course is completed, contingent upon the employee providing proof of satisfactory completion of the course work in accordance with the provisions of Section 1 above.

Section 3.

Such courses are not to be taken during scheduled working hours.

Section 4.

In 1973, \$2,000.00 shall be made available for reimbursement purposes in accordance with the provision of this Article. If applicants for reimbursement exceed this maximum limit, any reimbursement shall be made pro-rata among the employees who qualify.

ARTICLE XXIV - TRANSFER

Employees will be permitted to maintain on file in the Personnel Department one letter of application for transfer to one other specified department within their bargaining unit. Employees who have made such application and are capable of doing the work available will be given openings in the specified department over new hires. In instances of more than one applicant for any opening, the Department Head will be responsible for making the final decision. Any secondary job openings resulting from filling vacancies under these provisions may be filled

by transfer or by a new hire.

ARTICLE XXV - SALARY RATES

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 approval from the Personnel Committee of the Board of Commissioners.

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. If his performance is rated conditional, so as not to provide a merit increase he will be rated in three (3) months to determine if his performance is satisfactory.

1973 RATES

SOCIAL SERVICE WORKERS I

	A	B	C	D	E
Yearly	10860	11426	11976	12627	13834
Bi-Weekly	417.70	439.46	460.62	485.66	532.08
Hourly	5.2212	5.4933	5.7577	6.0707	6.6510

SOCIAL SERVICE WORKERS II

	A	B	C	D	E
Yearly	11853	12463	12990	13644	14851
Bi-Weekly	455.89	479.34	499.62	524.77	571.19
Hourly	5.6986	5.9918	6.2452	6.5596	7.1399

Section 3.

A Cost of Living Allowance of 27¢ per hour has been folded into the base rate of pay for each step effective January 1, 1973. The Cost of Living Allowance effective January 1, 1973 will be 0¢.

ARTICLE XVI-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 March 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 March 1, 1973, and at quarterly intervals thereafter.

Based Upon

B.L.S. Consumers Price Index for October, 1972, as compared to the Index of January, 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 (.4) 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 eight cents (8¢) per hour, irrespective of the number of points which the index may rise. 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 by 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 adjustments 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 October, 1972.

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.

ARTICLE XXVII- SAVINGS CLAUSE

Section 1.

If any Article or Section 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 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.

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 XXVIII- TERMINATION

Section 1.

This Agreement shall be effective on the 1st day of January, 1973, and shall remain in full force and effect until the 31st day of December, 1975. 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 re-open negotiations concerning economic provisions (wage rates and fringe benefits exclusively) on December 31, 1973, and December 31, 1974, respectively; 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 December 1st.

In witness whereof, the parties whereof, the parties hereto have set their hands this 24th day of October, 1973.

FOR THE UNION:

Donald Cuplin
Michael Macey
Chester W. Loop
Donald W. Kitchey
Jack R. Johnson

FOR THE EMPLOYER:

John H. ...
Paul ...
Jack Corso
Leonard ...
Robert W. ...

#2
ADDENDUM TO THE
SOCIAL SERVICE WORKER
MASTER CONTRACT

This Addendum entered into this 20th day of March, 1974 between the County of Genesee, a municipal body corporate of the State of Michigan comprising the Board of Commissioners and Judiciary in the Circuit and Probate Courts hereinafter referred to as the "Employer" and Local Union _____ 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 to revisions to the master agreement dated April 26, 1973 as follows:

ARTICLE XV - HOLIDAYS

Section 3.

Employees shall be granted a paid holiday on the day immediately preceding both Christmas Day and New Year's Day. Also, one-half ($\frac{1}{2}$) day paid holiday shall be granted on Good Friday.

ARTICLE XXVIII - HEALTH AND WELFARE

Section 1.

The Employer agrees to provide hospitalization insurance and surgical fee benefits for qualified employees and for their dependents as provided below, 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 employees: Comprehensive hospital, semi-private, D45NM, O.B., IMB, DCCR, SA, ML, COB-2, Prescription (\$2.00 co-pay), Master Medical Option #4.

ARTICLE XXI - WORKMAN'S COMPENSATION

Section 2.

Any employee sustaining an occupational injury will be paid by the

Employer an amount sufficient to make up the difference between what is paid by Workman's Compensation and 80% of his regular weekly wage rate plus continuance of Blue Cross-Blue Shield and life insurance benefits. The above 80% differential allowance will be payable for a period not to exceed 24 months.

ARTICLE XIX - LAYOFF AND RETIREMENT BENEFITS

Section 1.

Exhibit IV

A layoff, for benefit purposes, is defined as a separation, temporary or otherwise from a position in the service of the County of Genesee as hereinafter defined, because of lack of work or lack of funds or other involuntary separation for other than disciplinary reasons.

- a. Layoff benefits shall be computed from the first normally scheduled work day not paid after actual layoff.

Section 2. Employees within the meaning of this provision shall consist of bargaining unit employees covered by the specific agreements to which this policy has been incorporated.

Section 3. The following positions and offices shall be specifically excluded from the terms of these provisions subject to further definition by rules and regulations to be provided according to Section 1:

- a. Employees hired on a temporary, part-time or seasonal basis.
- b. Employees who are hired for less than 8 hours per day, 40 hours per week, or 2080 hours per year.
- c. Employees who have not had at least 13 weeks of continuous service.

Section 4. The following employment terminations and separations shall not be deemed layoffs subject to further definition by rules and regulations to be provided according to Section 1:

- a. Retirement under the provisions of the Genesee County Employees Retirement System.
- b. Disciplinary discharges and suspensions.

- c. Resignations, including resignations in lieu of discharge.
- d. Leave of absence for any reason.

Section 5. Upon proper certification, the following benefits in weekly installments shall be paid under this employee benefit plan:

- a. The maximum credit shall be an amount equal to the number of benefit weeks to which an employee is entitled under sub-section (c) below times the employee's benefit rate.
- b. Benefits shall be computed from the first normally scheduled work day, not paid after layoff. The employee's base year shall consist of the 365 days immediately preceding such day.
- c. The total number of benefit weeks at the benefit rate shall not exceed 26, computed at the rate of two for each three of the most recent thirty-nine credit weeks within the base year.
- d. A credit week shall be one in which the employee has been paid at least three days' pay at his regular salary or wage rate.
- e. No employee shall be declared ineligible for benefit payments because of gainful employment provided such employment is reported weekly, and provided further that an employee eligible may continue such gainful employment unless his compensation from such employment in one or more weeks shall exceed his layoff benefit payment, in which event he shall become ineligible for benefit payments for such week or weeks; provided, however that any state unemployment compensation received shall be considered as compensation from gainful employment.
- f. Benefits shall be paid bi-weekly at a time and place fixed by the County Personnel Director.
- g. Weekly benefits shall not exceed \$80.00.

Section 6. The benefits provided in Section 5 above shall be subject to the following restrictions:

- a. Eligibility for layoff payments shall be determined by the County Personnel Director. The departments from which an employee is laid off shall be required to furnish such information to the County Personnel Director as may be necessary to determine claimant's rights.
- b. The County Controller shall prepare bi-weekly layoff benefit payrolls. Benefit checks shall be prepared by the County Controller and shall be disbursed by the County Personnel Director.
- c. All beneficiaries shall report bi-weekly to the County Personnel Director on days designated by the County Personnel Director for bi-weekly benefit checks and determination of continuing eligibility.

- d. No beneficiary who shall refuse a bona fide offer of any County Agency for employment shall receive any further benefit payments, provided such employment offer does not result in a reduction in salary rate of more than 20%.
- e. To establish initial eligibility an employee:
 1. Must be able, available and actively seeking work.
 2. Must not have refused from any source an offer for work of a character which is reasonable with respect to his qualifications and the conditions of labor market.
 3. Shall have registered with the Michigan Employment Security Commission.

Section 7. The County Personnel Director shall make all decisions pertaining to this resolution and mail written notice of the same to the last known address of the employee. Said employee may file with the Finance Committee written claim of appeal within ten days of the mailing of the above said notice and the Finance Committee shall affirm, amend or reverse the same mailing written notice of said County Personnel Director and the Finance Committee shall be final unless appealed as herein set forth. Any employee considering himself aggrieved by the decision of the Finance Committee may file written appeal with the Board of Commissioners within 30 days after the date of mailing by the Finance Committee of its decisions, stating the reasons and grounds of such appeal. The Board of Commissioners shall determine and decide the sufficiency of such appeal and may take such action thereon as it sees fit, its decisions being final unless submitted to Arbitration within 30 days.

Section 8. The procedure set forth in Section 7 pertaining to review and finality of decisions rendered under this provision shall be an exclusive remedy, and not subject to review in any Court.

Exhibit V.

1. The retirement allowance factor will be 2.0 for the first 25 years of service and 1.0 for each year of service after the 25th year of service. Retirement may be taken after 25 years of service without reduction in benefit providing the employee has attained the age of 55 (1974).
2. No annual retirement pension shall exceed 60 per cent of final average compensation (1974).
3. Final average compensation shall be figured on the best five salary years out of the last ten (1974).
4. Retirement may be taken after 25 years of service with no attendant age restriction (1975).
5. The employees contribution will consist of a straight 5% contribution of their yearly salary (1974).
6. The current Blue Cross/Blue Shield coverage accorded to retirees

will be stipulated in writing (1974).

7. The current life insurance coverage accorded retirees will be stipulated in writing (1974).
8. Sick leave benefits, workman's compensation payments and layoff benefits shall be included when figuring final average compensation, contingent on the employee's contribution of 5% within twelve (12) months of return from leave or layoff, but in any event prior to retirement (1974).
9. The effective date of the above retirement provisions is dependent on revision of the retirement ordinance in accordance with the procedures provided in applicable public statutes. Said effective date will be the date the revised ordinance is finally approved in accordance with said procedure; or July 1, 1974, whichever occurs first.

Section 2.

(DELETED)

ARTICLE XXIII - EDUCATIONAL REIMBURSEMENT

Section 1.

Seniority employees will be reimbursed for tuition fees for college level course work in accordance with the following provisions:

- (a) Class attendance and homework assignments must be completed on the employees own time and not during working hours.
- (b) Employees must be on the active payroll at the beginning of the course, throughout the duration of the course, and at the completion of the course.
- (c) Course work must be taken at an accredited college or institution and must be job-related.
- (d) Employees must satisfactorily meet academic achievement requirements ("C" or equivalent for all course work).
- (e) A total of \$2,000.00 shall be made available for reimbursement purposes in accordance with the provisions of this Article for each of the following calendar years: 1974 and 1975. If applications for reimbursement exceed this maximum limit, any reimbursement shall be made pro-rata among the employees who qualify. Fees and payments for books, supplies, transportation, parking, meals, recreational activities and graduation are excluded.

Section 2.

Employees must make application for educational reimbursement through the Personnel Department on designated forms prior to enrolling in specific courses. Upon receipt of this application a determination will be made by the Department Head in conjunction with the Personnel Director as to whether the employee and the course work meet program eligibility requirements and approval signatures from the Department Head and the Personnel Director will be obtained. Thereafter, the #2 and #3 copy will be returned to the employee within one (1) week, signifying approval under the Educational Reimbursement Program.

Section 3.

Upon completion of approved courses employees must submit to the Personnel Department an official copy of the grade report or similar official evidence of completion of the course, a receipt for tuition payment of the course, the #2 copy of the approved application form. Tuition refund payment will be issued for approved courses within two (2) weeks of receipt of above documents.

Section 4.

(Deleted)

ARTICLE XXVI - COST OF LIVING ADJUSTMENT

Section 5.

No annual increase shall be required under the provisions of this Agreement in excess of sixteen cents (16¢) 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 four cents (4¢), irrespective of the number of points

which the index may rise. However, in the event the index shall rise more than four cents (4¢) in any quarter, such excess will be credited to any future quarter in that calendar year that the rise is less than four cents (4¢). All cost of living payments are based upon 520 hours per quarter.

ARTICLE XXV - SALARY RATES

A. January 1, 1974

SOCIAL SERVICE WORKER I

	A	B	C	D	E
Annual	11294	11883	12455	13132	14545
Bi-Wkly	434.40	457.04	479.04	505.08	559.44
Hourly	5.4300	5.7130	5.9880	6.3135	6.9930

SOCIAL SERVICE WORKER II

	A	B	C	D	E
Annual	12327	12962	13510	14190	15621
Bi-Wkly	474.12	498.52	519.60	545.76	600.80
Hourly	5.9265	6.2315	6.4950	6.8220	7.5100

JANUARY 1, 1975

SOCIAL SERVICE WORKER I

	A	B	C	D	E
Annual	11633	12240	12829	13526	15138
Bi-Wkly	447.43	470.75	493.41	520.23	582.27
Hourly	5.5929	5.8844	6.1676	6.5029	7.2778

SOCIAL SERVICE WORKER II

	A	B	C	D	E
Annual	12697	13350	13915	14615	16260
Bi-Wkly	488.34	513.47	535.19	562.13	625.40
Hourly	6.1043	6.4184	6.6898	7.0266	7.8175

B. JANUARY 1, 1974

SOCIAL SERVICE WORKER

	A	B	C	D	E	F
Annual	11294	11883	12455	13132	14545	15621
Bi-Wkly	434.40	457.04	479.04	505.08	559.44	600.80
Hourly	5.4300	5.7130	5.9880	6.3135	6.9930	7.5100

SOCIAL SERVICE WORKER II

	A	B	C	D
Annual	12327	12962	13510	14190
Bi-Wkly	474.12	498.52	519.60	545.76
Hourly	5.9265	6.2315	6.4950	6.8220

JANUARY 1, 1975

SOCIAL SERVICE WORKER

	A	B	C	D	E	F
Annual	11633	12240	12829	13526	15138	16260
Bi-Wkly	447.43	470.75	493.41	520.23	582.27	625.40
Hourly	5.5929	5.8844	6.1676	6.5029	7.2778	7.8175

SOCIAL SERVICE WORKER II

	A	B	C	D
Annual	12697	13350	13915	14615
Bi-Wkly	488.34	513.47	535.19	562.13
Hourly	6.1043	6.4184	6.6898	7.0266

Section 4.

The 1974 and 1975 salary rates specified in "A" above are applicable only to employees in the general County bargaining unit (Citizens Probation and Corporation Counsel); in accordance with the provisions of Article XI, Reclassification.

Section 5.

The 1974 and 1975 salary rates specified in "B" above are applicable only to employees in the Probate Court and Circuit Court bargaining units. The provisions of Article XI, Reclassification, no longer are applicable to employees in these bargaining units; as the classifications of "Social Service Worker I" and "Social Service Worker II" have been combined into a single "Social Service Worker" classification. However employees presently in the Social Service Worker II classifications will remain in that pay scale until they have satisfactorily served one(1) calendar year at "D" step, at which time they will move to "F" step of the "Social Service Worker" classification.

ARTICLE XXVIII - Termination

Section 2. (Deleted)

In witness whereof, the parties hereto set their hands this 20th day of March, 1974.

FOR THE UNION:

Michael Moran

Chester W. Hoop

Donald W. Kitchey

Ronald Lublin

FOR THE EMPLOYER:

Robert W. Standak

Leonard Buss

Jack Carson

Henry S. Knott

Joseph A. Kueff

LETTER OF AGREEMENT

Between

GENESEE COUNTY (AS DEFINED)

and

SOCIAL SERVICE WORKERS

Council #29, AFSC&ME (AFL-CIO)

During 1974 negotiations the parties reached agreement on the following matters:

1. Master Medical coverage to be implemented in accordance with Blue Cross-Blue Shield procedures as soon as possible after execution of the 1974 Addendum.
2. The concept of a four-day work week, 10 hours per day, will be submitted to the Board of Commissioners and the Judiciary for consideration. If approval is granted by these bodies the parties will negotiate implementation of this concept on a trial basis for a specified period of time.
3. The current false arrest insurance coverage awarded bargaining unit employees will be continued at the employer's expense.

In witness whereof, the parties hereto have set their hands this 20th day of March, 1974.

FOR THE UNION:

Michael Mrey
Christa W. Hoop
Donald W. Kitchey
Ronald Conklin

FOR THE EMPLOYER:

Robert W. Standal
Leonard B...
Joseph A. Snapp
Jack P...

LETTER OF AGREEMENT

Between

GENESEE COUNTY (as defined)

And

SOCIAL SERVICE WORKERS
AFFILIATED WITH METROPOLITAN
DISTRICT COUNCIL 29, INTERNATIONAL
UNION OF THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES

During the 1974 negotiations the following matters were discussed between the parties and were resolved as indicated:

1. Paraprofessional employees in the classification of Social Service Worker Technician shall be accreted to existing applicable bargaining units and by virtue thereof will be covered under all the provisions of the 1973 Master Agreement and any subsequent addendums with the following specific exclusions:

Article XI, Reclassification - (All provisions)

Article XII, Leaves of Absence, Section 11 - (All provisions)

Article XXIII, Educational Reimbursement, Section 1, (e)
Social Service Worker Technicians will be reimbursed for authorized tuition fees in accordance with the provisions of this Article up to a maximum of twenty-seven (27) semester credit hours per calendar year. Said reimbursement of tuition fees will not be charged against the sum set aside each calendar year for reimbursement to Social Service Workers.

2. In the future when hiring employees in the classification of Social Service Worker Technician, said hiring shall not result in the ratio of Social Service Worker Technicians to Social Service Workers in any department exceeding the following ratio:

<u>SOCIAL SERVICE WORKER</u>	<u>SOCIAL SERVICE WORKER TECHNICIAN</u>
1-3	1
4-6	2
7-9	3
10-12	4
13-15	5
16-18	6
19-21	7
etc.	etc.

3. In applying the provisions of Article X, Layoff and Recall, Social Service Worker Technicians will be grouped for seniority purposes with Social Service Workers within each department within each bargaining unit. However, in application of these provisions the Employer may lay off employees out of line with seniority in order to comply with any statutory requirements including those requirements calling for a minimum number of qualified employees in order to receive specified funding.

4. Upon satisfactorily meeting the minimum educational requirements (job related undergraduate degree), employees in the Social Service Worker Technician classification will be promoted to the first vacant Social Service Worker position in that Department; and will receive the salary rate of the Social Service Worker classification at the earliest step which will result in a salary increase. However, in instances where there is no vacant Social Service Worker position immediately available, Social Service Worker Technicians satisfactorily meeting the minimum education requirements specified above will be compensated at the salary specified above for rate purposes only (RPO).

Employees in the Social Service Worker Technician classification at all times must be enrolled in an accredited college or university and must be actively pursuing an undergraduate degree in a job related curriculum. Each Social Service Worker Technician must satisfactorily complete a minimum of twelve (12) semester credit hours each calendar year; and must maintain a "C" or equivalent average or better at all times. Failure to comply with above provision will result in termination. In instances where Social Service Worker Technicians can substantiate that the educational requirements specified above were not complied with due to circumstances beyond their control (sickness, injury, etc.) the Employer may continue employment for the probationary period of one (1) semester in order to permit said employee to fully correct this deficiency.

6. 1974 Salary Rates - Social Service Worker Technician

	A	B	C	D	E	F
Annual	9821	10275	10729	11227	11746	12287
Bi-Wkly	377.73	395.19	412.66	431.81	451.77	472.58
Hourly	4.7216	4.9399	5.1582	5.3976	5.6471	5.9072

1975 Salary Rates - Social Service Worker Technician

	A	B	C	D	E	F
Annual	10116	10583	11051	11564	12098	12656
Bi-Wkly	389.08	407.04	425.04	444.77	465.30	486.77
Hourly	4.8635	5.0880	5.3130	5.5596	5.8163	6.0846

In witness whereof, the parties hereto set their hands
this 16th day of April, 1974.

FOR THE UNION:

FOR THE EMPLOYER:

Victor S. Cavallola

[Signature]

Donald W. Kitchey

Leonard Owen

Michael Morey

[Signature]

E. Kay Thertz

Robert W. State

B. James Wright

October 28, 1974

LETTER OF AGREEMENT

Between

GENESEE COUNTY (As Defined)

And

SOCIAL SERVICE WORKERS I & II, AFFILIATED WITH
DISTRICT COUNCIL 29, OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFL-CIO)

During discussions between the parties subsequent to 1974 Negotiations the following revisions to the 1973 Master Agreement were agreed upon:

1. Article XIV, Section 4.

Time and one half (1 1/2) premium pay will be paid for all work performed in excess of eight (8) hours in any work day or in excess of forty (40) hours in any work week in accordance with the following provisions:

(a) In computing overtime under these provisions all authorized paid leave will be considered as time worked.

(b) Employees must receive prior authorization to work overtime hours from the Department Head or his designee in order to be accorded the above premium pay.

(c) Time spent beyond the regular hours of the standard eight (8) hours work day on overnight trips rendered by the Employer will not qualify for overtime pay. Employees will be accorded pay for the regular work day only while on said trips.

(d) In application of the above provisions to Citizens Probation employees assigned to a regular work day schedule of a duration longer than eight (8) hours, the phrase "in excess of eight (8) hours" will be interpreted to mean "in excess of the regularly scheduled work day."

(e) The above sections are not intended to abridge the employers right to assignment of duties (Article II, Section 2.)

2. In the implementation of Article XVII, Section 5 (employee business days); employees who have completed their probationary period by January 1 or during the period from January 1 through June 30 will be accorded three (3) business days to utilize during that calendar year. Those employees completing their probationary period during the time from July 1 through September 30 will be accorded two (2) business days and those employees completing their probationary period during the

the time from October 1 through December 31 will be accorded one (1) business day; (under the same terms as provided above).

In witness whereof, the parties hereto have set their hands this 21st day of November, 1974.

FOR THE UNION:

FOR THE EMPLOYER:

Michael Morey

[Signature]

Donald W. Kitchey

Leonard Buss

Ronald Carlin

Robert H. Standak

Chester W. [Signature]

[Signature]

LETTER OF AGREEMENT

Between

GENESEE COUNTY (As Defined)

And

SOCIAL SERVICE WORKERS, Affiliated with
District Council 29 of AFSCME

During the 1974 Negotiations it was agreed among the parties that the Genesee County Juvenile Officers and Assistant County Juvenile Officers assigned to Probate Court would be covered by the provisions of the 1973 Social Service Worker Agreement and any addendums thereto, with the following exceptions:

1. These employees will continue to utilize their own vehicles in performing their job functions, unless otherwise authorized; and shall reimburse Genesee County for any State funds received while utilizing Genesee County vehicles.
2. The effective date of retirement provision coverage is dependent upon revision of the retirement ordinance in accordance with the procedures provided in applicable public statutes. Said effective date will be the date the revised ordinance is finally approved in accordance with said procedure; or January 1, 1975 whichever occurs first.
3. Continued employment of these employees is contingent upon the continuation of funding as provided in applicable statutes.
4. In the application of the provisions of Article IX and X, these employees will be considered within the confines of the Probate Court bargaining unit.

In witness whereof, the parties hereto have set their hands this 18th day of September, 1974.

FOR THE UNION:

Charles W. Stone
Donald W. Butcher
Thomas H. Brooks
Michael Morey
Jack R. Johnson

FOR THE EMPLOYER:

Jack P. ...
R. S. ...

LETTER OF AGREEMENT

Between

GENESEE COUNTY (As Defined)

And

SOCIAL SERVICE WORKERS, Affiliated with
District Council 29 of AFSC&ME

During the 1974 Negotiations it was agreed among the parties that the Cooperative Reimbursement employees certified in Case #R72 L419 will be covered by the provisions of the 1973 Social Service Workers Agreement and any addendums and letter of Agreements thereto, with the following exceptions:

1. Said employees will constitute a separate department within the Circuit Court bargaining unit for all Agreement purposes.
2. Said employees will be accorded up to a total maximum of \$800.00 per calendar year under the provisions of Article XXIII, Section 1(c).
3. Continued employment of these employees is contingent upon the continuation of funding as provided in applicable statutes.
4. Items 2 and 3 contained in the May 1, 1973 Letter of Agreement between the parties.
5. It is understood by the parties that all economic benefits granted Cooperative Reimbursement employees will not be effective until the date the 1974-1975 grant funding application is approved. Upon said approval salary increases and COLA benefits will be granted retroactive to June 3, 1974.

6. Personal days and business day provisions will be effective June 3, 1974.

In witness whereof, the parties hereto have set their hands this 10 day of October, 1974.

FOR THE UNION:

Paul McGovern
Michael May

FOR THE EMPLOYER:

[Signature]
Eric H. Jansel

May 22, 1975

LETTER OF AGREEMENT

Between

SOCIAL SERVICE WORKERS UNION

And

GENESEE COUNTY

It is hereby agreed among the parties that effective May 22, 1975 the existing contract language concerning maternity leave Article XII, Section 13 of the Social Service Workers Agreement be amended as follows:

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.

In witness whereof, the parties have hereto set their hands this 22nd day of May, 1975.

FOR THE UNION:

Donald W. Kitchey
Michael W. Morey
Jarvis Johnson

FOR THE EMPLOYER:

James D. Holmes
Jack Carra

It was mutually agreed among the parties effective this date that the 18 employees hired as Caseworker Aides and who are employees of the Public Service Employment Agency, Inc. and are assigned to work in the Friend of the Court will be subject to the following provisions:

- (a) Said employees shall be compensated at the rate of \$10,000 per year.
- (b) The parties agree to waive the ratio provisions of Section 2 of the Letter of Agreement between the parties dated April 16, 1974.
- (c) Said employees are exempt from the negotiated County layoff benefit plan but will be covered by MESC subject to their applicable regulations (contributing employer status).
- (d) Such employees will not be able to participate in the Genesee County retirement plan.
- (e) Seniority Friend of the Court employees classified as Social Service Workers will not be laid off from their positions while the above mentioned Caseworker Aides are retained. The parties recognize that continued employment of these employees is contingent upon continuation of existing funding.
- (f) The above provisions apply only to PSEP employees classified as Caseworker Aides and hired into the Friend of the Court and does not establish a precedent for any future circumstances. This agreement terminates March 6, 1976.

In witness whereof, the parties hereto have set their hands this 7 day of March, 1975.

FOR THE UNION:

Michael Morey

FOR THE EMPLOYER:

Robert W. Standa
R. Standa
W. M. Merges

LETTER OF AGREEMENT

between

GENESEE COUNTY

and

Social Service Workers I & II, affiliated with

District Council 29 of the American

Federation of State, County and

Municipal Employees (AFL-CIO)

During the 1973 negotiations the parties discussed the matter of outside employment. It was agreed that Probate Court employees would furnish the Court Administrator with prior notification concerning any outside employment undertaken.

During 1973 negotiations the parties discussed the matter of State employees in Probate Court. Although these employees are not County employees and are not members of any of the bargaining units, the Probate Court Administrator has indicated he will attempt to give these employees the opportunity to fill vacancies in the Probate Court bargaining unit wherever possible. Likewise the Probate Court Administrator has indicated that in the application of the provisions of Article X, State and Probate Court employees will be grouped together wherever possible, and thereafter the staff will be reduced on a seniority basis.

During 1973 negotiations the parties discussed the matter of layoff procedure with regard to male and female employees in Probate Court. It was agreed that in cases where it becomes necessary to retain a male or female employee out of line with seniority, the lowest seniority employee of the other sex may be laid off. Justification for such action will be furnished to the affected employee and the Union prior to a layoff.

In witness whereof, the parties hereto have set their hands this 24th day of October, 1973.

FOR THE UNION:

FOR THE EMPLOYER:

Michael D. Morey
Jack R. Johnson
Donald W. Kitching

Ray S. Skon
Jack Carson

May 1, 1973

LETTER OF AGREEMENT

Between

GENESEE COUNTY

and

Social Service Workers I & II, 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) The effective date of the \$10,000 Life Insurance Policy will be June 1, 1973.
- (2) The Union has held in abeyance negotiation requests concerning automobile allowance considerations pending disposition of their protest filed with the Michigan Employment Relations Commission.
- (3) If and when Pay Board approval is received concerning compensation and benefits negotiated during the 1972 Negotiations, such approved compensation and benefits will be incorporated into the following present agreement provisions:
 - (a) Article XVII, Section 4
 - * (b) Article XVII, Section 5
 - (c) Article XXV, Salary Rates

* (which will read) Eligible employees will be granted business days per calendar year during their seniority year. Said business days must be approved by the Department Head in advance of the actual date taken. These days may not be used as vacation days or for any absence caused by illness or accident. Business days may not be carried over from year to year and have no monetary value upon retirement or termination of employment.

Michael D. Morey

Paul J. Huet

Donald E. Cuklas

Robert L. Stata

Donald W. Kitchey

Joseph Caruso

Chester Koop

March 21, 1973

LETTER OF AGREEMENT

Between

GENESEE COUNTY

and

Social Service Workers I & II, 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 the subject of much discussion between the parties and were resolved as indicated:

(1) "E.E.A." employees - All provisions of the 1973 Agreement are applicable in their entirety to employees hired under the auspices of the Emergency Employment Act.

(2) Layoff Benefits - This matter has been referred to separate negotiations which are currently being conducted to revise the existing Layoff Benefit Plan. It is understood by the parties that any revised Layoff Benefit Plan provisions will be applicable in their entirety to all members of the bargaining unit.

Chester Koop

Michael Morey

Janet Johnson

Ray Smith

Robert W. Standak