

12/31/95

AGREEMENT

**MICHIGAN COUNCIL #25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES**

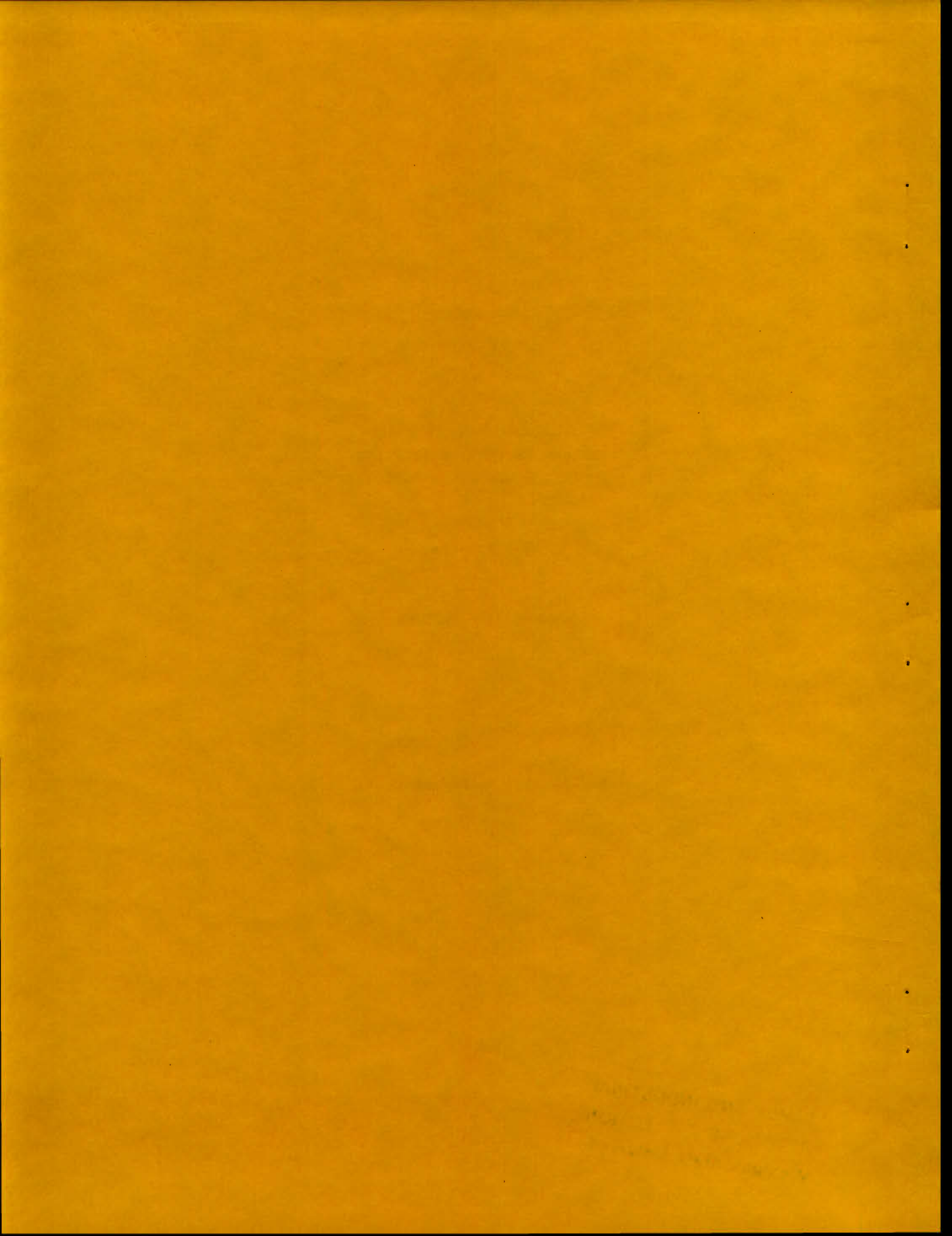
and the

COUNTY OF SAGINAW

January 1, 1992 to December 31, 1995

Saginaw County

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**



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AGREEMENT

This Agreement entered into on this _____ day of _____, 19_____, between the _____ (hereinafter referred to as the "Employer") and _____ Chapter of Local _____, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

DEFINITIONS

A. "Union" shall be defined as the officers, representatives and members of Michigan Council #25, American Federation of State, County and Municipal Employees, a non-profit labor organization, within the scope and meaning of Act 379 of the Public Acts of 1965, as amended.

B. "County" shall be defined as the elected and/or appointed representative of the County of Saginaw, Michigan, a municipal corporation of the State of Michigan, a public employer within the scope and meaning of Act 379 of the Public Acts of 1965, as amended.

C. "Full-time employee" is an employee normally scheduled to work seventy-two (72) hours or more during the normal bi-weekly pay period.

D. "Probationary employee" is any employe having less than six (6) months employment with the County.

E. "Promotion" is defined as movement of an employee from a lower to a higher grade.

F. "Working Days" referred to throughout the Agreement shall be Monday through Friday, excluding holidays, unless otherwise specifically mentioned.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Reference to the male gender shall apply equally to the female gender and vice versa.

MANAGEMENT RIGHTS

The Employer retains the sole right to manage its affairs, including but not limited to, the right to plan, direct, and to control operations; to determine the location of its facilities; to decide business hours of its establishments; to decide the types of services it shall provide, including the scheduling and means of providing such services, to study and/or introduce new or improved methods or facilities; to maintain order and efficiency in its programs and operations; to promulgate reasonable work rules; to hire, layoff, assign, transfer and promote employees; and to determine the starting and quitting time, work schedules and the number of hours to be worked; the number and complexion of the work force, and to determine the qualifications of its employees and standards of workmanship; and all other rights subject only to clear and expressed restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

ARTICLE I. RECOGNITION AND SECURITY

Section 1. Employees Covered.

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 exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All Mental Health Supervisors, excluding Department Heads,
Administrative Staff and all other employees.

Section 2. Union Security (Agency Shop).

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to the dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

Section 3. Dues Check-off.

(a) The Employer agrees to deduct from the wages of any employee who is a member of the Union all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Page 8.), provided, that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period 30 days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

The employer shall check off fees in the amounts provided by the Union, if the fee is provided in the form of a flat fee (adjusted no more than once per employee in a calendar year).

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and Bylaws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Union.

(d) The Union will indemnify and save the Employer harmless for all sums checked off and/or remitted to the Union together with all costs, including attorney's fees and damages incurred by the Employer in connection with this Article, except acts of negligence on the part of the Employer.

Section 4. Representation Fee Check-off.

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in

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(b) The amount of such representation fee will be determined as set forth in Section 2 of this Article.

(c) The Employer agrees to provide this service without charge to the Union.

An amount established by the Union as monthly dues.
or
 An amount equivalent to monthly Union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 22 AFSCME, LOCAL in behalf of Local _____

Please Print

First Name _____ Initial _____
Last Name _____
Street Name _____ Street Number _____
City _____ Zip Code _____
Telephone _____ Zip Code _____

DATE EMPLOYER'S COPY SIGNATURE

AUTHORIZATION FORM

To: _____
EMPLOYER

I hereby request and authorize you to deduct from my earnings,
one of the following:

- An amount established by the Union as monthly dues.
or
- An amount equivalent to monthly Union dues, which is
established as a service fee.

The amount deducted shall be paid to Michigan Council 25 AFSCME,
AFLCIO in behalf of Local _____.

Please Print

By:

	First Name	Initial
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
	Last Name	
<input style="width: 100%;" type="text"/>		
Street Number	Street Name	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	
City	Zip Code	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	
Area Code	Telephone	
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	

SIGNATURE

EMPLOYER'S COPY

DATE

Section 5. Remittance of Dues and Fees.

(a) When Deductions Begin.

Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the second pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.

(c) The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees, who through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE II. UNION REPRESENTATION

The employees covered by this Agreement will be represented by one (1) Union Chapter Chairperson or one (1) Alternate Chapter Chairperson in the absence of the regular Chapter Chairperson.

(a) The Employer will be notified of the names of the Chapter Chairperson and the Alternate Chapter Chairperson (who will serve only in the absence of a regular Chapter Chairperson).

(b) The Chapter Chairperson may investigate and present grievances to the Employer during working hours without loss of time or pay, however, such time shall not be abused.

ARTICLE III. SPECIAL CONFERENCES

(a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meeting shall be between at least two representatives of the Union and two representatives of Management. 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 at the time the conference is requested. An attempt will be made to schedule conferences between 9:00 a.m. and 4:00 p.m. The members of the Union shall be excused from work with pay for required time spent in such special conferences.

(b). The Union representatives may meet on the Employer's property for at least one half-hour immediately preceding the conference.

ARTICLE IV. GRIEVANCE PROCEDURE

Section 1. Definition, Purpose and Coverage.

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement alleged to have been violated, except those concerning the health and safety of employees. It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the interpretation or application of this Agreement.

All Mental Health Supervisors, excluding Probationary employees discharged or disciplined for cause not in violation of this Agreement shall have the right to use this grievance procedure.

Section 2. Grievance Procedure.

Any employee having a grievance shall present it to the Employer in the following manner:

Step 1 - The employee shall within seven (7) working days of the date of the cause of the grievance, or within seven (7) working days of the date the employee could reasonable be expected to have knowledge of the cause of the grievance, verbally appeal to his/her immediate supervisor requesting an adjustment of the grievance.

Step 1A- If after verbal appeal to the employee's immediate Supervisor, and before proceeding to Step 2, the employee feels that a proper adjustment has not been made, the employee shall within five (5) working days of the receipt of the Supervisor's response reduce the grievance to writing stating the specific provisions of the Contract allegedly violated and submit it to the Supervisor who will respond, in writing, to the employee within five (5) working days.

Step 2 - If the employee is not satisfied with the Supervisor's last response in Step 1A, he/she shall submit the written grievance to the Director who will provide the employee with a written response within five (5) working days of the receipt of the grievance.

Step 3 - If the grievance is not resolved in Step 2, it shall be submitted to the Personnel Director within five (5) working days of receipt of the Step 2 response. The Personnel Director shall arrange a meeting between the parties as soon as mutually agreeable to discuss the grievance. Representatives of the parties may include the AFSCME business Representative, the Chapter Chairperson or Alternate Chapter Chairperson, the grievant, the Personnel Director, Mental Health Director, counsel for either party or a designated representative of any of the above. The Personnel Director shall respond with the Employer's decision to the AFSCME Business Representative within five (5) working days of the meeting.

Step 4 - In the event the complaint is not settled in Step 3, it shall be referred to the American Arbitration Association by the Union within thirty (30) working days of the last step response.

Section 3. Arbitration.

The arbitration procedures shall be conducted in accordance with the American Arbitration Association Rules and Regulations and the arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to alter, add to or subtract from this Agreement.

Time Limitations - After the grievance has been reduced to writing the failure of a grievant to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the County or its representative to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. The parties may mutually agree to bypass any step. All time limits may be extended by mutual agreement.

ARTICLE V. SENIORITY

Section 1. Seniority Date.

Employees shall acquire seniority upon completion of a probationary period of six consecutive months from the date of hire by the Employer, after which seniority shall be as of the original date of hire. A County employee, who without a break of service is hired in the Saginaw County Mental Health Department, will be subject to all terms and conditions of a new hire, except his/her County date of hire will be used for purposes of longevity, vacation and retirement only.

Section 2. Job Classification Seniority.

Job classification seniority for progression on the merit salary schedule shall commence with the employee's first full day of work within that classification on a permanent basis for the Employer; provided, however, an employee assigned to a higher position on a full-time temporary basis, which later becomes permanent, without a break, shall retain classification seniority from date first assigned.

Section 3. Termination of Seniority.

Seniority shall be broken for the following reasons:

- (a) The employee quits or retires.
- (b) The employee is discharged for just cause.
- (c) The employee is absent three days without properly notifying the Employer unless a satisfactory reason is given and substantiated. This shall be referred to as a voluntary quit without proper notification.
- (d) The employee fails to report to work within three days after the expiration date of a leave of absence, unless a satisfactory reason is given and substantiated.

(e) Transfer or promotion out of the bargaining unit to a position within the agency for an accumulative period of six (6) months; except such employee may, at the Employer's sole discretion, be returned to the bargaining unit any time after six (6) months absence from the bargaining unit, with bargaining unit seniority reestablished at the level earned through the last day in the bargaining unit prior to acceptance of the nonunit position. This provision applies to any employee transferred or promoted to a nonbargaining unit position within the agency since January 1, 1985.

(f) If the employee is laid off for a continuous period of one year or a continuous period equal to the seniority acquired at the time of such layoff, not to exceed three years.

Section 4. Seniority Lists.

(a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the date of hire, names and addresses, 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 Chapter Chairperson and Council #25, AFSCME, AFL-CIO, with up-to-date copies at least every six (6) months.

(d) The Council's copy of the seniority list, as set forth above, shall be forwarded each six (6) months, in care of the attention of the Council Secretary-Treasurer's Office, 1034 N. Washington, Lansing, MI 48906, or to any such other address as notified of in writing.

Section 5. Seniority of Officer.

The Chapter Chairperson shall head the seniority list of the unit during his/her term of office for layoff and recall purposes only.

ARTICLE VI. JOB POSTING AND BIDDING PROCEDURES

(a) All regular bargaining unit vacancies will be posted for a period of five (5) working days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. Employees interested shall apply in writing within the five (5) working days' posting period. Positions shall be filled using job-related criteria such as merit, ability, capacity and work record. If all factors are equal, seniority shall be the prevailing factor. The employee who meets the requirements and is selected shall be granted a four (4) week trial period to determine:

- (1) desire to remain on the job.
- (2) ability to perform the job.

(b) If there are no qualified bidders in the Employer's opinion for any open or posted positions, the Employer may fill the job at its discretion after the end of the posting period.

(c) During the four (4) week trial period the employee shall have the opportunity to revert back to his/her former classification. If in the opinion of the Employer the employee's performance is unsatisfactory in the new position, he/she shall revert to their former position. Notice and reasons shall be submitted to the employee in writing by the Employer whose decision is final.

(d) During the trial period employees will receive the rate of the job they are performing.

(e) Employees required to work in a higher classification for twenty (20) consecutive working days or longer shall be paid the rate of the higher classification from the first day assigned.

ARTICLE VII. LAYOFF AND RECALL

Section 1. Layoff Procedure.

(a) The word, "layoff", means a reduction in the work force.

(b) In the event it becomes necessary for a layoff, seniority shall prevail where the employees ability, experience, training and work record are equal. Layoff shall be by program with probationary employees in the program where the reduction takes place laid off first. A laid off employee may bump a less senior employee provided he/she is qualified and capable of performing the work.

(c) Employees to be laid off will receive at least two (2) weeks advance notice of the layoff.

Section 2. Recall Procedure.

When the working force is increased after a layoff, employees will be recalled in inverse order in which they were laid off and shall be subject to the same conditions of layoff. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to reply within seven (7) calendars day from the date of mailing of notice of recall, he/she shall be considered a quit. In proper cases exceptions may be made.

It is the responsibility of the employee to keep the Employer notified of his/her current address and telephone number at all times.

ARTICLE VIII. DISCIPLINE, DISCHARGE AND SUSPENSION

Section 1. Warning Notice.

The Employer shall have the right to discipline, discharge, or suspend any employee for just cause. In respect to discharge or suspension, the Employer shall give at least one warning notice of the complaint against such employee to the employee in writing and the copy of the same to the Union and Chief Chapter Chairperson. No warning notice need be given to an employee before he/she is discharged if the cause of such discharge is (1) Dishonesty or for any illegal act while on the job; (2) Under the influence, possession, or use of alcohol or illegal controlled substance on the job or on SCMHC property; (3) Gross negligence resulting in a serious personal injury accident or serious property damage while on the job; (4) Breach of confidentiality; (5) Gross insubordination; or (6) Exploitation or abuse of client. The warning notice as herein provided shall not remain in effect for a period of more than 12 months. Employees may have a Union representative present at the time of discipline, on request.

Section 2. Receipt of Warnings Acknowledged.

The employee will be required to acknowledge receipt of written warnings and reprimands but not notices of discharge or suspension or forfeit the right to the grievance procedure. The employee's signature does not mean that he/she agrees to the charges or penalties.

ARTICLE IX. HOURS OF EMPLOYMENT AND OVERTIME

Section 1. Hours of Employment.

The normal work day for regular full-time employees shall be eight (8) hours excluding non-paid lunch periods. The normal work week for regular full-time employees shall consist of five (5) working days and shall normally be of forty (40) hours duration. This section shall not be construed as and is not a guarantee of any number of hours of work per day or per week.

Section 2. Deviations from Regular Schedule.

It is recognized and understood that deviations from the foregoing regular schedule of work will be necessary and will unavoidably result from several causes such as, but not limited to, heavy workload, vacations, leaves of absence, weekend, evening and holiday duty, absenteeism and emergencies.

Section 3. Overtime.

As managerial employees, members of this bargaining unit are exempt from overtime pay but may be given compensatory time off. Normally, professional and managerial personnel are salaried employees who are expected to meet the demands of the position without overtime compensation. An employee called into work on Saturday or Sunday shall be guaranteed two (2) hours work or two (2) hours pay at his/her regular rate of pay.

ARTICLE X. RATES OF PAY

It is agreed that salaries shall be as indicated in Schedule B, attached hereto and made a part hereof by reference, reflecting wages in effect beginning January 1, 1992 through December 31, 1994.

Wages effective January 1, 1992 reflect a 3% increase to wages in effect as of January 1, 1991. Wages effective on January 1, 1993 reflect a 0% increase to wages in effect on January 1, 1992. Wages effective January 1, 1994 reflect a 5% increase to wages in effect on January 1, 1993.

Either party must give written notice to the other party not less than sixty (60) calendar days prior to December 31, 1994 for the purpose of negotiating wages only for the period beginning January 1, 1995 through December 31, 1995.

Progression through the merit steps is based on job classification seniority; however, the employer may withhold movement to the next higher step if the employee's job performance does not merit such increase.

When based on his/her poor performance an employee is not given a merit step raise, the reasons for the denial of the raise shall be given to the employee in writing as well as the improvements necessary for that employee to receive the raise.

Rates indicated are annual and biweekly rates based on five (5) eight hour days per week for fifty-two weeks.

Each job classification listed in Appendix A shall have a written job description on file in the County Personnel Office and Mental Health Administration.

ARTICLE XI. LONGEVITY

Full-time members of the bargaining unit shall receive an annual longevity bonus payable as soon as possible on or after December 1 of each year in the amount of \$50 per year for each full year (as of December 1) of full-time continuous service as defined in Article V beginning upon completion of five years of service. A member must be employed or be on an authorized leave of absence on December 1st of the effected year to be eligible. An employee who retires or dies during the year, who would otherwise have been eligible for longevity pay on December 1 of the payment year, shall receive pro rata longevity pay for the year. An employee who is laid off subsequent to September 1 of the payment year, who would otherwise have been eligible for longevity pay on December 1, shall receive pro rata longevity pay for the year.

ARTICLE XII. RATES FOR NEW JOBS

If during the life of the Agreement, new jobs within the bargaining unit are established or the duties and responsibilities of an existing job are substantially changed, the Employer shall evaluate the job prior to establishing a rate therefore. Whenever the Mental Health Department requests the classification of a new position or the reclassification of a current position within the bargaining unit, the Union shall be given a copy of the request. The Union may, at its discretion, submit documentation to support or oppose the request to the Factoring Committee through the Personnel Director. The Union shall be furnished one (1) copy of the job description for each classification in the bargaining unit.

ARTICLE XIII. TEMPORARY ASSIGNMENTS

Temporary assignments that exceed twenty (20) consecutive working days for the purpose of filling vacancies of employees who are absent because of illness, etc., may be filled at the discretion of the Employer first considering the most qualified employee. An employee who accepts a temporary assignment in a position with a higher classification shall receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE XIV. VACATIONS AND HOLIDAYS

Section 3.

Section 1. Vacations.

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Regular full-time employees shall accrue annual vacations with pay in accordance with the following provisions:

Section

(a) Employees with less than three (3) years of service shall accrue vacation in the amount of ten (10) days per year. Probationary employees are not eligible for vacation and accrued vacation is not credited until completion of the probationary period.

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(b) Employees with three (3) but less than five (5) years of service shall accrue vacation in the amount of twelve (12) days per year.

(c) Employees with five (5) but less than ten (10) years of service shall accrue vacation in the amount of fourteen (14) days per year.

(d) Employees with ten (10) but less than fifteen (15) years of service shall accrue vacation in the amount of sixteen (16) days per year.

(e) Employees with fifteen (15) but less than twenty (20) years of service shall accrue vacation in the amount of eighteen (18) days per year.

(f) Employees with twenty (20) or more years of service shall accrue vacation in the amount of twenty (20) days per year.

Section 2. Vacation Carry-Over.

The number of days vacation carried forward into a new calendar year shall not exceed the number of days earned during the previous calendar year, e.g., if an employee's accrual rate is twelve (12) days per year, a maximum of twelve (12) days can be carried forward into the new year; except however, if vacation is scheduled and not taken with approval or by request of the Supervisor, then up to an additional five (5) vacation days may be carried over on request by the Agency Director and approval of the County Personnel Director.

Section 3. Vacation Holiday.

When a holiday occurs during an employee's vacation, he shall get credit for the holiday.

Section 4. Scheduling Vacation.

Vacation schedules shall be set up in accordance with the operating requirements of the program in which the employee works and by written request of the employee subject to the approval of the Director or his designated program supervisor. In emergency situations or when a personal unplanned situation does not permit the time to follow normal procedures, requests may be verbal and approval may be given by the program supervisor. The employee shall receive regular pay and all fringe benefits while on paid vacation that he would have received had he been working. With prior approval, earned vacation may be taken in increments of one hour or more.

Department vacation schedules will be worked out as far in advance as possible by program and classification. To accomplish this and to consider the wishes of seniority employees within individual programs, each employee may submit a yearly vacation request no later than December 31. After December 31, all employees who have failed to select their vacation time will take whatever time is available on a first come, first choice basis. The Director will notify employees in writing of approval or denial of vacation periods within thirty (30) calendar days of December 31 or date of request whichever is later. If no written response is given to the employee within said 30 calendar days, the vacation request shall be considered granted. Nonemergency vacation requests shall be made in triplicate with the original and copy given to the supervisor and a copy retained by the employee. The Director reserves the right to limit vacations to maintain efficiency of the program.

Section 5. Vacation Pay on Termination.

On termination for any reason, the employee or his/her estate or designated beneficiary will be paid for whatever vacation time has been

accumulated. Payment shall be made within fifteen (15) calendar days of termination. Vacation shall not be taken for the purpose of extending length of service upon termination of employment.

Section 6. Vacation Pay.

Vacation pay will be paid at the current rate of the employee. 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 7. Vacation Illness.

If any employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his vacation and the employee utilized accumulated sick leave for the period of illness, his vacation for the number of days so utilized may be rescheduled. Evidence of illness may be required by the Employer.

Section 8. Vacation Waiver.

A vacation may not be waived by an employee and extra pay received for work during that period.

Section 9. Holidays.

The following shall be considered as holidays for the purpose of this Agreement:

New Year's Day, January 1;
Martin Luther King, Jr. Day, the third Monday in January in
conjunction with the Federal holiday;
President's Day, the third Monday in February;
Good Friday, 1/2 day (afternoon);

Memorial Day, the last Monday in May;
Independence Day, July 4;
Labor Day, the first Monday in September;
Veteran's Day, November 11;
Thanksgiving Day, the fourth Thursday in November;
Friday after Thanksgiving;
Christmas Eve Day, December 24;
Christmas Day, December 25; and
New Year's Eve Day, December 31.

It is also further agreed that in the event of "snow day" or other "acts of God" resulting in the general excuse of County Personnel from the performance of their duties, such excuse with pay, shall also pertain to bargaining unit personnel.

It is further agreed that in the event the Board of Commissioners designate other holidays not listed above, such holidays shall be granted to bargaining unit personnel provided the holiday designated is not in exchange for another holiday.

Section 10. Holiday Eligibility.

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

Section 11. Observance of Holidays.

In the event one of the holidays falls on a Sunday, the following day, Monday, will be recognized as the holiday for eligible employees; if the holiday falls on a Saturday, the preceding Friday will be recognized as a holiday. However, employees assigned to seven (7) day operations will celebrate the actual date of the holiday. Holiday hours shall be midnight to midnight.

Section 12. Holiday Pay.

Eligible employees who perform no work on a holiday shall be paid for eight (8) hours of pay at their current hourly rate of pay or four (4) hours if a half-day holiday.

Section 13. Holiday Premium Pay.

Employees who are required to work on a holiday shall receive in addition to the holiday pay, time and one-half (1-1/2) for all hours worked.

ARTICLE XV. SICK LEAVE

Each regular full-time employee shall accumulate sick leave at the rate of twelve (12) working days per year with no maximum accumulation. Sick leave shall begin to accrue as of the date the employee enters the service of the County, but may not be taken until he has been in the employment of the County for six (6) months. Should an employee be absent because of illness during the first six (6) months of employment, he may be placed on leave of absence without pay. The Employer has the right to require proof of illness if sick leave abuse is suspected.

Sick time shall be computed at the rate of time used, in units of not less than one hour.

Any employee of the County who finds it necessary to be absent from his/her work shift due to illness shall notify the immediate supervisor prior to the beginning of their duty shift, if possible.

Sick leave may be allowed in cases of sickness or injury occurring during the vacation period. Evidence of such incapacity from the first day must, however, be provided to the satisfaction of the department head or in accordance with Article XIV, Section 7 of this Agreement.

Employees may elect to use four (4) days, in units of not less than four (4) hours of their accumulated sick days as personal days each calendar year. Each hour of elected personal days so utilized shall be deducted from the employees' accumulated sick leave bank; all unused personal hours shall not be accumulated in any manner, but shall be banked as unused sick time.

At retirement or death, or resignation of employment, after three (3) years' service any employee with accumulated sick leave shall receive pay for 50% of the accumulated sick leave up to a maximum of 120 days accumulation. In case of death it will be paid to the deceased employee's beneficiary. Any employee who is discharged or voluntarily quits without notification is not eligible.

ARTICLE XVI. LEAVES OF ABSENCE.

Section 1. Eligibility.

Employees shall be eligible to apply for leave of absence after completion of their probationary period (six months) of service with the Employer. Leaves of absence are for employees who, in addition to their regular sick and vacation time, require time off from their employment. Such leaves shall be unpaid and without benefits unless otherwise specified.

Section 2. Requests.

Any requests for a leave of absence shall be submitted in writing by the employee to the Director. The request shall state the reason the leave of absence is being requested and the approximately length of time off the employee desires. The Director shall indicate his/her approval/disapproval and forward the request to the Personnel Director for consideration. Refusal to grant a disability leave shall be subject to the grievance procedure.

Section 3. Authorization or Denial.

Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer, and it shall be in writing.

Section 4. Accumulation of Seniority.

An employee on an approved leave of absence will continue to accumulate seniority while on an approved leave of absence, however, the time shall not count toward progression on the merit scale.

Section 5. Veterans Rights.

Except as herein provided, the reemployment rights of employees and probationary employees will be limited to applicable laws and regulations.

- (a) Whenever employees who are members of the National Guard, Navel Reserve, Army Reserve, Marine Reserve or Air Corps Reserve are called to active duty, they shall be entitled to a leave of absence in addition to their annual vacation leave for their respective duties. The employee shall receive the difference between his regular salary and that received for such training. Such leave time shall not exceed two (2) calendar weeks.
- (b) Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.
- (c) Any employee other than a temporary employee who enters into the armed forces of the United States, shall, if he/she otherwise qualifies under federal law, be entitled to the reemployment rights set forth in Act of December 3, 1974, P.L. 93-508, being 38 USCS 2021-2026.

Section 6. Jury Duty.

Employees shall be granted a leave of absence with pay when they are required to report for jury duty.

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 less amount received for jury duty.

Section 7. Court Appearances.

Employees required either by the County of Saginaw or any other agency to appear before a court or such agency on any matters related to the lawful performance of their duties to the Employer in their work for Saginaw County and in which they are personally involved as a result of the faithful

performance of their duties to the Employer 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 such time after turning over the witness fees to the Employer.

Section 8. Union Leave.

Leaves of absence without pay may be granted to any employee elected or selected by the Union to attend educational classes or conventions conducted by the Union, provided two weeks notice is given to the Employer. The number will not exceed one employee at any one time, and the number of working days will not exceed five per employee in any one calendar year.

Section 9. Disability Leave

If an employee has exhausted his/her accumulation of sick leave, he/she may apply for disability leave to cover his/her period of disability. Medical evidence of disability shall be required. Disability leaves may be approved for periods not to exceed 90 days, however, extensions may be granted for up to 90 days each, however, not to exceed 12 months from commencement of unpaid disability leave. Disability leaves will be without pay.

Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are temporary disabilities and shall be treated as such under the sick leave and disability leave of absence of this Agreement.

Section 10. Accepting Work from Another Employer.

In no case shall a leave of absence be held valid if an employee accepts work for another employer during the time of such leave, unless mutually agreed upon between the Employer and the employee before such leave starts.

Section 11. Notification to Employer of Correct Address.

It shall be the duty of the employee to keep the Employer notified of his/her proper address and telephone number at all times.

ARTICLE XVII. BEREAVEMENT LEAVE

Section 1. Immediate Family.

In the event of a death in the employee's immediate family, i.e., mother, father, sister, brother, spouse, child, step-child, legal guardian, grandparent, or parent-in-law, the employee shall be excused without loss of pay on the days which the employee has been scheduled to work for a period of up to three (3) consecutive working days. The Employers may grant an extension of leave, with pay, for extenuating circumstances.

Section 2. Close Relative

In the event of the death of a close relative, i.e., grandchild, brother or sister of spouse, the employee's son-in-law or daughter-in-law, the employee shall be granted one (1) day, without loss of pay, for the purpose of attending the funeral.

Section 3. Additional Days for Travel.

If the death occurs more than 300 miles from the County Building, the employee may be granted an additional two (2) days total for travel.

ARTICLE XVIII. INSURANCE.

Section 1. Health Insurance.

The County shall pay the group premium except as otherwise provided in this article for hospitalization, surgical and medical insurance, semi-private service for regular full-time and regular part-time employees and their authorized dependents as defined by the insurance carrier effective on the first billing date subsequent to completion of thirty (30) days qualifying service. The County shall continue to pay the premium for such insurance for the employee and dependents when the employee is disabled through injuries that are work related or for the surviving spouse and dependents of an employee killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment while the employee is actually on duty.

Eligible employees may voluntarily choose from the available options at the time of employment and at the annual reopening. Current options are as follows: Provided, however, the County reserves the right to change carriers by providing comparable coverage. Effective February 1, 1992, the coverage provided will be under the Health Care Management Single Provider system with a 10% employee co-payment for full time employees. The specifics of this program are outlined in the attached insurance Appendix B.

Section 2. Health Insurance for Retirees.

An employee retiring from Saginaw County employment and his/her spouse at the time of retirement shall be eligible to continue with group health insurance provided proper application is made prior to retirement and the employee is a member of the plan on the date of retirement and the employees agree to participate in the co-pay program outlined below.

Retirees shall have traditional Blue Cross/Blue Shield of Michigan through the health care management single provider system. Retirees and dependents, age 65 and over shall be converted to Medicare complimentary coverage. A co-pay at the percentage indicated below will be required by retirees who retire after January 1, 1992.

<u>Years of Service</u>	<u>Employer Pays</u>	<u>Employee Pays</u>
6	25%	75%
7	30%	70%
8	35%	65%
9	40%	60%
10	45%	55%
11	50%	50%
12	55%	45%
13	60%	40%
14	65%	35%
15	70%	30%
16	75%	25%
17	80%	20%
18	85%	15%
19	90%	10%
20 or more	95%	5%

Section 3. Dental Insurance.

The Employer agrees to pay the premium except as otherwise provided in this article for a dental plan for employees and authorized dependents comparable to the Delta Dental Plan of Michigan as follows:

Eligible Persons: Full-time permanent employees, legal spouses and dependent children as defined by the carrier.

Waiting period: Employees who are eligible shall be covered on the first day of the month following one year of completed full-time service.

Percentage:

Class I - 100% (preventive, diagnostic, and emergency palliative)

Class I Benefits - 80% (radiographic, oral surgery, restorative, periodontics, endodontics)

Class II - 50% (bridges, partials, and dentures)

\$1,000 maximum per person per contract year for Class I and II benefits.

As an alternative, employees may choose dental coverage with Group Health Services of Michigan (Dentcare 185) if offered by the Employer.

Section 4. Life Insurance.

The County shall pay the full premium for group term life insurance providing coverage to each full-time employee in the amount of \$25,000 and \$25,000 Accidental Death and Dismemberment insurance effective the first day of the month following completion of probationary period. The amount reduces to 75%, 70%, 65%, 60%, 55% and 50% of the above amount on the employees' 65th, 66th, 67th, 68th, 69th and 70th birthdays respectively. Employees who retire on or after the effective date of this agreement will be insured for \$2,000 group term life.

Section 5. Workers Compensation.

An employee who is injured during the course of his/her employment shall be paid for all hours scheduled to work on the date of the injury and shall

be paid for the days scheduled to work during the first seven calendar days following the date of injury not chargeable to any other benefit. The employee shall not receive more than 100% of his/her regular weekly wage as compensation for time off due to work related illness or injury. In the event the employee is overpaid in accordance with this provision, he/she shall reimburse the County for the amount of overpayment. Reimbursement may be made by assignment to the County on the employee's behalf of future monies due the employee from the insurance company in the amount of the overpayment.

Section 6. Professional Liability Insurance

The Employer shall provide at no cost to the employee a policy of professional liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employee arising out of the performance in good faith of the official duties of such employee. For the purposes of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the employee or to the Employer under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in the doing of such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this Section. The coverage provided shall be in accordance with the limits of the Saginaw County general liability insurance policy (currently at \$10,000,000.00 (Ten Million Dollars) and shall include the cost of defense, including attorney fees.

Section 7. Dual Coverage.

Employees and retirees shall not be eligible for dual coverage as both a sponsor and a dependent for any insurance coverage under this Agreement.

Section 8. Employee Co-Payment.

In respect to the insurance coverages designated in Section I and 3 of this Article, it is agreed that employees shall pay ten (10) percent of the cost of health and dental insurance. The Employer shall pay the remaining ninety (90) percent of the premium; provided, however, the employee shall be responsible for the additional cost of sponsored dependent riders.

Section 9. Continuation of Insurance.

In the event of layoff, an employee's health insurance shall be continued at the Employer's expense as set forth in Section 8 for a period of sixty (60) days after the first billing date subsequent to the date of the employee's layoff. Life insurance shall continue in force until the end of the month following the month in which the layoff began.

In the event of a leave of absence, health insurance shall be continued at the Employer's expense as set forth in Section 8 to the first billing date subsequent to thirty (30) days after the leave began. Life insurance shall continue in force for a period of up to six (6) months from the first day of the month in which the leave of absence began for all leaves of absence other than service in the armed forces.

An eligible employee who returns to work without loss of seniority within two (2) years after his/her life insurance terminated due to layoff or leave of absence is not required to satisfy the six (6) month waiting period and will be insured on the first billing date after his/her return to work.

Section 10. General.

The Employer may select or change the insurance carrier of the plans in this Article at its discretion or may choose to be self-insured after first informing the Union of such options; provided, however, comparable benefits to those set forth in this Article shall be maintained. All benefits shall be subject to the standard provisions set forth in the policies.

Section 11. Option to Health Insurance Coverage

An employee upon becoming eligible to receive or presently enrolled in a County Health Insurance Program may choose to receive fifty dollars (\$50.00) per month in lieu of such insurance coverage, provided however, the employee provides proof of another source of health insurance and signs a statement attesting to said insurance coverage and further, meets other eligibility requirements herein mentioned.

If an employee's status changes such that he/she is no longer covered under another policy (divorce, death of spouse, etc.) the employee may reenter County coverage subject to the terms and conditions of the carrier. In the event that a lapse in coverage occurs due to the employee not

notifying the Employer in a timely manner, or for any other reason not directly attributable to the Employer, the Employer shall in no way be held liable for health coverage during such lapse.

ARTICLE XIX. TRAVEL.

Section 1. Policy.

The County agrees to reimburse employees for travel expenses incurred as a result of their official duties in accordance with the Saginaw County official travel policy. The mileage rate shall be adjusted quarterly using the private transportation component of the IRS Rate in accordance with current County Policy. The policy shall apply to all employees, who by the nature of their assigned responsibilities, or because of special circumstances are required by the County to use their privately-owned vehicle for travel and/or perform functions at a location other than their normal work location.

Section 2. Transporting Recipients.

When employees are required to transport recipients, the County or the Agency's liability insurance will be applicable to the extent and limits of said insurance policy in addition to the employee's insurance.

Any damage done to an employee's vehicle by a recipient while the employee is transporting the recipient, which is not covered by the employee's insurance, may be submitted to the Agency for payment. The County and/or Agency may adopt such reasonable procedures to be complied with by the employee before any payment is required by the County or Agency.

ARTICLE XX. GENERAL

Section 1. Union Access to Mental Health.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Chapter Chairperson of the local Union and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the operations of the Employer. The Union will notify the Employer prior to any such visits.

Section 2. Bulletin Boards.

The Employer agrees to provide bulletin board space which may be used by the Union for announcements affecting the Employer's employees. Notices other than announcements of meetings, elections, or social events shall be submitted to the Employer for approval prior to posting.

Section 3. Bonding.

Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

Section 4. Review of Personnel File.

Each employee shall have the right to review his/her personnel file upon request.

Section 5. Retirement.

Current employees shall be members of the Michigan Municipal Employees Retirement System in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended, Benefit Plan B-2, and F-55/20, V-6; Contribution Plan 0% effective January 1, 1992. Benefit Plan B-3 and F55/20, V-6; with 0% employee contribution will be implemented effective January 1, 1993.

Effective January 1, 1992, all new County employees shall become members of the MERS Defined Contribution Plan which provides for the following employee contribution.

<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Total</u>
6%	0%	6%
7%	1%	8%
8%	2%	10%
9%	3%	12%

The employee may select one of the above contribution plans initially upon being hired and may change the contribution plan during the months of June and December effective the first payroll in July and January, respectively. Existing employees have a right to switch from the MERS Defined Benefit Program to the Defined Contribution Program up until September 30, 1993. Employees under the Defined Contribution Plan can retire at age 50 with 25 years of service.

Under the new MERS Defined Contribution Plan, the employee will be provided with maximum portability of both the employee and employer contributions including earnings on the employer and employee contributions by allowing the employee, upon termination of employment to withdraw both the employee and employer contributions on a sliding scale based on the years of service as scheduled below:

<u>Years of Service</u>	<u>Retained by Employee</u>	<u>Years of Service</u>	<u>Retained by Employee</u>
6	24%	16	76%
7	28%	17	82%
8	32%	18	88%
9	36%	19	94%
10	40%	20	100%
11	46%		
12	52%		
13	58%		
14	64%		
15	70%		

Section 6. Distribution of Agreement.

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

Section 7. Employment Interview.

Supervisors will participate in the employment interview process of potential subordinates.

A Supervisor may give his/her written opinion to the Executive Director regarding the suitability of an employee being transferred into their unit.

Section 8. Drug Testing.

The employer reserves the right to have employees tested for controlled substances for just cause. Failure of the employee to comply will result in disciplinary action. Procedures for testing of controlled substances would follow the Saginaw County Personnel Policy (Rule XIV).

Section 9. Residency.

The Employer shall encourage Saginaw County residency for all employees. The Employer shall make every effort to recruit and hire qualified individuals from within Saginaw County or those who indicate an intention to relocate to Saginaw County.

ARTICLE XXI. SAVINGS CLAUSE

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, the remainder of the Agreement and Addendum 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.

ARTICLE XXII. TERMINATION OF AGREEMENT.

This Agreement shall be in full force and effect from _____ to and including December 31, 1995, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least 60 days prior to the date of expiration. Wages are effective January 1, 1992.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least 60 days prior to December 31, 1995, or December 31 or any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change the terms or conditions of such Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ARTICLE XXIII. SUCCESSOR CLAUSE.

This agreement shall be binding upon the employers successor, whether such succession be effected voluntarily or by the operation of law, and in the event of the employers merger on consolidation with another employer.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written:

FOR THE UNION

John Rizzo

FOR THE EMPLOYER

James L. Gaertner
James L. Gaertner
Chairman, Board of Commissioners

Patricia F. Peter

James Cross

APPENDIX A

JOB CLASSIFICATIONS

	<u>Pay Grade</u>
Transportation/Maintenance Supervisor	M02
Mental Health Supervisor I	M05
Mental Health Supervisor III	M07
Mental Health Supervisor IV	M08

FOR CLASSIFICATION

100-100000

100

Transportation and Communication

100

Medical Research

100

Medical Research

100

Medical Research

Saginaw County



Your Blue Preferred Plan

**A Comprehensive
Preferred Provider Health Care Program
Designed with You in Mind**



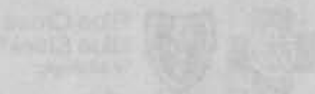
PP01

Saginaw County



Your
Home Preferred Plan

A Comprehensive
Preferred Provider Health Care Program
Designed with you in mind



4901

About Your Health Care Coverage

Comparing one health care program with another is difficult. That's why Blue Cross and Blue Shield of Michigan (BCBSM) has prepared this material. It's important to us that you understand the how the Saginaw County Blue Preferred Plan works.

The Blue Preferred Plan is BCBSM's Preferred Provider Organization, also known as a PPO. It is one of the more successful methods of controlling rising health care costs.

Our PPO network is one of the largest in Michigan. Over 7,600 providers located throughout the state make up our network. These providers have been selected on the basis of their demonstrated commitment to quality care. Chances are your personal physician and community hospital are already a part of our network.

How the Saginaw County Blue Preferred Plan Works

Your health care plan is designed to provide quality care and limit your out-of-pocket expenses when services are provided by Blue Preferred Plan hospitals, physicians, and other providers.

How to Find Blue Preferred Plan Providers

As a member enrolled in the Blue Preferred Plan, you will receive Blue Preferred Plan directories that list the providers in your area who are part of the Blue Preferred Plan. We refer to these providers as network providers.

When you require medical services, look in your Blue Preferred Plan directory, choose a network provider, and call for an appointment. You are not required to notify BCBSM when you select or change providers.

If your hospital, physician, or other specialist is not listed in our directory and you would like to find out if he or she is part of the Blue Preferred Plan network, please call your local BCBSM Customer Service Center for assistance.

When You Go To Blue Preferred Plan Providers

Michigan Blue Preferred Plan Network providers have a signed agreement with Blue Cross and Blue Shield of Michigan to accept its approved payment amount as payment-in-full.

When you use network providers, services covered under your program are paid in full, except for any required copays. Also, network providers bill BCBSM directly and are reimbursed directly. This means you have **no claim forms to complete.**

When You Go To Non-Network Providers

Providers that are not part of the Blue Preferred Plan network are called non-network providers.

Non-Network Participating Providers

Although these providers are not part of the Blue Preferred Plan network, they do have a signed agreement with BCBSM to accept the 80% approved payment amount plus the 20% sanction (and any copays) as payment-in-full for covered services. **This means your out-of-pocket costs are limited to the 20% sanction amount plus copays.**

Important Note: Office calls, well-child care, and immunizations must be provided by a network provider or you will be responsible for 100% of the bill for these services.

Non-Network Nonparticipating Providers

These providers do not have a signed agreement with BCBSM and can choose not to accept the approved payment amount (80%) plus the sanction amount (20%) as payment-in-full for covered services. **This means you are responsible for the difference between the provider's charge and our payment amount.** In most cases this will be more than the 20% sanction.

For non-network nonparticipating hospital services, BCBSM will pay 80% of the following limited amounts:

- Up to \$70 a day for your stay in an accredited general acute-care facility
- Up to \$15 a day for your stay in an accredited non-acute care hospital
- Up to \$25 per condition for covered outpatient services

Note: If you are admitted to a Michigan hospital for elective (non-emergency) services and the hospital is not part of the Blue Preferred network, it is your responsibility to make sure your doctor and/or hospital notifies BCBSM of your admission so that a predetermination can be established. If your admission is not predetermined, you may be responsible for all or a portion of any denied hospital and/or physician charges.

Emergencies and Referrals

In certain situations, the 20% sanction amount may be waived when services are received from non-network providers. These situations include:

- **Emergency care.** An emergency is an accidental injury or the sudden onset of a condition that requires immediate medical or surgical care. A sanction will not be applied for the initial examination and treatment of an accidental or medical emergency by a non-network provider.
- **Referrals.** Occasionally, Blue Preferred Plan providers may need to refer you to other providers that are not in the network. This referral process allows your network provider control over your treatment outside of the network and eliminates the sanction you would otherwise pay.

The referral form is completed by your physician. You need only to present the completed form at the time of your referral appointment. The referring provider will mail the form back to the network provider.

Exceptions to the Rule

For the following services and/or programs you may use non-network providers with no sanction:

- Outpatient psychiatric care
- Substance abuse treatment programs (including sub-acute rehabilitation care)
- Services of home health care agencies
- Hospice care programs
- Outpatient hemodialysis in approved freestanding facilities
- Convalescent care services

Questions and Answers About the Blue Preferred Plan

Q. Will this PPO meet everyone's needs?

A. Saginaw County recognizes that there may be a few who cannot take advantage of the Blue Preferred Plan. In the following situations, PPO coverage may be inconvenient.

- If you or your spouse will reach age 65 during the next year.
- If you are currently in a long term treatment program, and your provider is not a Blue Preferred Plan network provider.
- If you are pregnant, and the doctor you are seeing regularly for your pre-natal care is not a Blue Preferred Plan network physician.
- If you are responsible for providing health care coverage to someone living outside of the network, such as a dependent attending school away from home.
- If you are retired and living out-of-state or travel out-of-state more than 60 days per year.

To assure that its employees and retirees have the appropriate delivery system to fit unique life situations, it has agreed to use the following criteria:

1. Retirees over age 65 will retain their current BCBSM Medicare Coverage.
2. Retirees under age 65 will have the current BCBSM traditional plan.
3. Employees who have a dependent who resides out-of-state year round, or employees who fit one of the categories bulleted above, will have the option to keep the current BCBSM traditional plan.

Q. What happens if I am a PPO member and my situation changes so that I meet one of the above criteria?

A. Once a year, during the month of May, you will be allowed to transfer into the traditional BCBSM plan if you meet any of the previously listed criteria.

Q. My child attends school outside of Michigan. How does that affect me?

A. Without a pre-authorized referral from a PPO Blue Preferred Plan network provider, you will be required to pay the sanction amount on any services received out of network. Please refer to Saginaw County's criteria above which allows the option to convert to traditional coverage.

Q. How can I find a PPO provider?

A. When you require medical care, consult the BCBSM Blue Preferred Plan directory. It contains the name of doctors and hospital participating in the Blue Preferred Plan network. You schedule appointments directly with network providers. BCBSM does not require notification when you select or change network providers.

Q. What if I need services while traveling out-of-state and there are no PPO providers available?

A. There are no Blue Preferred Plan network providers outside of Michigan. Unless you have a pre-authorized referral from your physician, you maintain coverage for emergencies only. If an emergency occurs outside the network's service area, full coverage is provided for treatment of an accidental injury or medical situation when a delay in treatment would jeopardize your health.

Q. What if my doctor sends me to a provider outside the network?

A. Occasionally, Blue Preferred network physicians may need to refer you to other physicians, laboratories, or hospitals that are not in the Blue Preferred network. With a pre-authorized referral from your network provider, covered services will be paid according to your level of coverage, and the 20% sanction will not be applied. This referral process allows your physician to oversee your treatment outside of the network.

If you are referred to another provider, a referral form must be completed by your physician. You need only to present the completed form at the time of your referral appointment. Your referring physician will mail the form back to your network physician.



Blue Preferred Plan Health Care Coverage Summary

Benefits	PPO Option 1	Where You Get Services	
		In PPO Network You Pay	Out of PPO Network You Pay
PREVENTIVE SERVICES			
■ Annual Physical Exam	Covered	Nothing	All charges
■ Well Child Care (to age 6)	Covered	Nothing	All charges
■ Pediatric and Adult Immunizations	Covered	Nothing	All charges
■ Routine Mammography (based on criteria)	Covered	Nothing	20% sanction
■ Routine Pap Smear (1 test annually)	Covered	Nothing	20% sanction
OFFICE VISITS			
■ Office visits for diagnosis or treatment of disease, condition, or injury	Covered	Nothing	All charges (see referral criteria)
■ Allergy Treatment, Testing and Serum	Covered	Nothing	20% sanction
DIAGNOSTIC SERVICES			
■ Laboratory and Pathology (PLUS labs)	Covered	Nothing	20% sanction
■ Diagnostic/Therapeutic Radiology	Covered	Nothing	20% sanction

Benefits	PPO Option 1	Where You Get Services	
		In PPO Network You Pay	Out of PPO Network You Pay

INPATIENT HOSPITAL CARE

General Conditions <ul style="list-style-type: none"> ■ Semi-Private Room ■ Meals ■ Special Diets ■ Nursing Care ■ Intensive Care Units ■ Drugs ■ Hospital Equipment 	Covered	Nothing	20% sanction
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OUTPATIENT HOSPITAL CARE

<ul style="list-style-type: none"> ■ Emergency Room - Accidental Injuries - Medical Emergencies, approved diagnosis 	Covered	Nothing	Nothing
<ul style="list-style-type: none"> ■ Physical Therapy (60 consecutive days per condition, renewed yearly) 	Covered	Nothing	20% sanction

MENTAL HEALTH CARE (Approved Facilities)

<ul style="list-style-type: none"> ■ Inpatient Psychiatric Care 	45 days, 60 day renewal	Nothing	20% sanction
<ul style="list-style-type: none"> ■ Inpatient Hospital Based Residential Substance Abuse Care 	Unused mental health care days	Nothing	Nothing
<ul style="list-style-type: none"> ■ Outpatient Mental Health Care 	20 visits per calendar year	Nothing	Nothing
<ul style="list-style-type: none"> ■ Psychological Testing (Outpatient) 	\$50 per calendar year	Nothing	Nothing
<ul style="list-style-type: none"> ■ Outpatient and Non-hospital Based Residential Substance Abuse Care 	35 visits per calendar year	Nothing	Nothing

Benefits	PPO Option 1	Where You Get Services	
		In PPO Network You Pay	Out of PPO Network You Pay

SPECIAL HOSPITAL PROGRAMS

■ Skilled Nursing Care	730 days	Nothing	Nothing
■ Hospice Care	Covered up to annually adjusted maximum	Nothing	Nothing
■ Specified Human Organ Transplants (approved facilities)	Covered	Nothing	20% sanction

MEDICAL/SURGICAL CARE

■ Surgery - Technical Surgical Assistance - Anesthesia	Covered	Nothing	20% sanction
■ Maternity Care - Delivery - Pre- and Post-Natal Care	Covered Covered	Nothing Nothing	20% sanction 20% sanction
■ Inpatient Medical Care	Covered	Nothing	20% sanction
■ Inpatient Consultations	Covered	Nothing	20% sanction
■ Emergency Care (Physician) - Accidental Injuries - Medical Emergencies (approved diagnosis)	Covered	Nothing	Nothing

Benefits	PPO Option 1	Where You Get Services	
		In PPO Network You Pay	Out of PPO Network You Pay

REPRODUCTIVE CARE AND FAMILY PLANNING SERVICES

■ Diagnosis and treatment of sterility caused by illness, injury, or disease (PLUS labs)	Covered	Nothing	20% sanction
■ Voluntary Sterilization	Covered	Nothing	20% sanction
■ Voluntary Termination of Pregnancy	Covered	Nothing	20% sanction

ADDITIONAL BENEFITS

■ Ambulance Services	Covered	Nothing	Nothing
■ Prosthetic Appliances	Covered	Nothing	Nothing
■ Home Health Care	Covered	Nothing	Nothing
■ Durable Medical Equipment	Covered	Nothing	Nothing

PRESCRIPTION DRUG PROGRAM

■ Federal Legend Drugs, including contraceptives, insulin/needles/syringes	Covered, PPP network pharmacies*	Only noted copay	Paid at 75% of allowed cost, less noted copay
*Additional copay when brand name drug (instead of generic) is requested and prescription does not indicate "Dispense as Written" (DAW)			

This is intended as an easy to read guide. It is not a contract. An official description of benefits are contained in applicable Blue Cross and Blue Shield of Michigan certificates and riders. This coverage is provided pursuant to a contract entered into the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

Exclusions and Limitations of the Saginaw County Blue Preferred Plan

Following are exclusions and limitations of the Blue Preferred Plan.

- Office visits, examinations, treatments, tests, and reports relating to requirements or documentation of health or medical status for employment, insurance, travel or for legal proceedings are not a benefit.
- Cosmetic surgery is not a benefit unless services are provided for the correction of congenital anomalies (birth defects), conditions resulting from accidental injuries or traumatic scars, and correction of deformities resulting from certain surgeries including breast reconstructive surgery following mastectomies.
- Custodial or domiciliary care in a nursing home, residential institution or other setting which is not incidental to support medical and skilled nursing care but is primarily for the purpose of maintaining the enrollee's basic needs for food, shelter, and clothing is not a benefit.
- Personal or comfort items such as telephone, television, and similar items are excluded.
- Benefits are not provided for care, services, supplies, devices, drugs or procedures which are experimental, investigational or research in nature unless specifically approved as a benefit by the Health Plan Board of Directors. Unusual procedures or services for which costs or risks are excessive and probably benefits are slight are not benefits except as determined by the Health Plan's Medical Director.
- Reversal of voluntary sterilization, in vitro fertilization, transsexual surgery, all services related to surrogate parenting arrangements, and preparatory treatment thereto are not benefits. Artificial insemination is not a benefit.

- **Chiropractic services**

- **Benefits do not include coverage for gastrointestinal bypass, gastric stapling, or other surgery for weight reduction unless authorized by a Plan Physician as medically necessary, rendered in connection with an unrelated medical condition, and considered to be nonexperimental and in accordance with generally accepted medical practice.**

SAGINAW COUNTY
HEALTH CARE PROGRAM

PREMIUMS AND EMPLOYEE/RETIREE SHARES:

EMPLOYEES: (BCBS-PPO PLAN)	SINGLE 1 person	DOUBLE 2 person	FAMILY 3 or more
Total Annual Premium	\$2,238.36	\$4,924.44	\$4,969.20
Annual Employee Share	\$156.69	\$344.71	\$347.84
Monthly Employee Share	\$13.06	\$28.73	\$28.99

Employee premium shares are based on 10% pre-tax contributions. Amounts may vary slightly based on income and tax exemptions claimed.

Family Continuation and Sponsored Dependent coverages are available, if eligible, at higher premium costs.

Employees may elect to receive \$50 per month in lieu of health care coverage provided they are not covered as a dependent under a County paid health plan.

RETIREES: (BCBS-TRADITIONAL PLAN)	SINGLE 1 person	DOUBLE 2 person	FAMILY 3 or more
Total Annual Premium	\$2,256.24	\$4,956.72	\$5,004.84
Retiree Share Based on Years of Service (schedule attached)			

Retiree Complementary coverage required, if eligible, at lower premium costs.

Medicare Supplemental Coverage payments available, if eligible.

Retirees may elect to receive \$50 per month in lieu of health care coverage provided they are not covered as a dependent under a County paid health plan.

CASH INCENTIVES:

The plan administrator will provide an estimate of claims for the year. Employees and Retirees will receive 50% of the savings if actual claims for the year are below the estimate. Payments will be distributed on a per capita basis for the first year. After the first year, individual payments will depend on individual claims. Must be a subscriber for a full year and contribute a share of premiums to be eligible to receive any cash incentive. No cash incentive will be paid until there has been a full and complete accounting for the amount of claims paid for the year including incurred but not reported claims identified by the plan administrator. The actuarial estimate of claims for the first of year of this plan is \$3,105,800

SAGINAW COUNTY
SCHEDULE OF SALARY PROGRESSION
ANNUAL AND BI-WEEKLY EFFECTIVE 01/01/92

UNION L AFSCME MI COUNCIL 25		MANAGERIAL CLASSIFICATION				
SALARY GRADE	HIRE RATE (STEP 1)	6 MONTHS (STEP 2)	1 YEAR (STEP 3)	2 YEARS (STEP 4)	3 YEARS (STEP 5)	4 YEARS (STEP 6)
M01	20,678.00 795.31	21,458.00 825.31	22,237.00 855.27	23,070.00 887.31	23,903.00 919.35	24,680.00 949.23
M02	21,848.00 840.31	22,679.00 872.27	23,516.00 904.46	24,350.00 936.54	25,237.00 970.65	26,128.00 1,004.92
M03	23,179.00 891.50	24,067.00 925.65	24,960.00 960.00	25,850.00 994.23	26,793.00 1,030.50	27,743.00 1,067.04
M04	24,680.00 949.23	25,627.00 985.65	26,573.00 1,022.04	27,573.00 1,060.50	28,573.00 1,098.96	29,575.00 1,137.50
M05	26,128.00 1,004.92	27,239.00 1,047.65	28,404.00 1,092.46	29,575.00 1,137.50	30,741.00 1,182.35	31,906.00 1,227.15
M06	27,962.00 1,075.46	29,184.00 1,122.46	30,407.00 1,169.50	31,630.00 1,216.54	32,853.00 1,263.58	34,132.00 1,312.77
M07	29,297.00 1,126.81	30,728.00 1,181.85	32,158.00 1,236.85	33,591.00 1,291.96	35,078.00 1,349.15	36,567.00 1,406.42
M08	31,392.00 1,207.38	32,932.00 1,266.62	34,476.00 1,326.00	36,015.00 1,385.19	37,559.00 1,444.58	39,096.00 1,503.69
M09	33,206.00 1,277.15	34,967.00 1,344.88	36,786.00 1,414.85	38,603.00 1,484.73	40,420.00 1,554.62	42,240.00 1,624.62
M10	35,519.00 1,366.12	37,447.00 1,440.27	39,374.00 1,514.38	41,303.00 1,588.58	43,214.00 1,662.08	45,162.00 1,737.00
M11	37,079.00 1,426.12	39,253.00 1,509.73	41,536.00 1,597.54	43,736.00 1,682.15	45,865.00 1,764.04	48,050.00 1,848.08
M12	39,687.00 1,526.42	42,020.00 1,616.15	44,321.00 1,704.65	46,665.00 1,794.81	49,006.00 1,884.85	51,352.00 1,975.08
M13	42,063.00 1,617.81	44,503.00 1,711.65	46,983.00 1,807.04	49,465.00 1,902.50	51,948.00 1,998.00	54,430.00 2,093.46
M14	43,836.00 1,686.00	47,562.00 1,829.31	50,205.00 1,930.96	52,847.00 2,032.58	55,540.00 2,136.15	58,230.00 2,239.62
M15	47,990.00 1,845.77	50,789.00 1,953.42	53,586.00 2,061.00	56,385.00 2,168.65	59,187.00 2,276.42	62,035.00 2,385.96
M16	51,266.00 1,971.77	54,270.00 2,087.31	57,282.00 2,203.15	60,294.00 2,319.00	63,303.00 2,434.73	66,367.00 2,552.58
M17	54,801.00 2,107.73	57,968.00 2,229.54	61,193.00 2,353.58	64,412.00 2,477.38	67,634.00 2,601.31	70,856.00 2,725.23
M18	58,498.00 2,249.92	61,073.00 2,348.96	65,380.00 2,514.62	68,796.00 2,646.00	72,231.00 2,778.12	75,663.00 2,910.12

SAGINAW COUNTY
 SCHEDULE OF SALARY PROGRESSION
 ANNUAL AND BI-WEEKLY EFFECTIVE 01/01/94

UNION L AFSCME MI COUNCIL 25			MENTAL HEALTH SUPERU CLASSIFICATION			
SALARY GRADE	HIRE RATE (STEP 1)	6 MONTHS (STEP 2)	1 YEAR (STEP 3)	2 YEARS (STEP 4)	3 YEARS (STEP 5)	4 YEARS (STEP 6)
M01	21,712.00 835.08	22,531.00 866.58	23,349.00 898.04	24,224.00 931.69	25,098.00 965.31	25,914.00 996.69
M02	22,940.00 882.31	23,813.00 915.88	24,692.00 949.69	25,568.00 983.38	26,499.00 1,019.19	27,434.00 1,055.15
M03	24,338.00 936.08	25,270.00 971.92	26,208.00 1,008.00	27,143.00 1,043.96	28,133.00 1,082.04	29,130.00 1,120.38
M04	25,914.00 996.69	26,908.00 1,034.92	27,902.00 1,073.15	28,952.00 1,113.54	30,002.00 1,153.92	31,054.00 1,194.38
M05	27,434.00 1,055.15	28,601.00 1,100.04	29,824.00 1,147.08	31,054.00 1,194.38	32,278.00 1,241.46	33,501.00 1,288.50
M06	29,360.00 1,129.23	30,643.00 1,178.58	31,927.00 1,227.96	33,212.00 1,277.38	34,496.00 1,326.77	35,839.00 1,378.42
M07	30,762.00 1,183.15	32,264.00 1,240.92	33,766.00 1,298.69	35,271.00 1,356.58	36,832.00 1,416.62	38,395.00 1,476.73
M08	32,962.00 1,267.77	34,579.00 1,329.96	36,200.00 1,392.31	37,816.00 1,454.46	39,437.00 1,516.81	41,051.00 1,578.88
M09	34,184.00 1,314.77	35,995.00 1,384.42	37,868.00 1,456.46	39,738.00 1,528.38	41,609.00 1,600.35	43,484.00 1,672.46
M10	36,564.00 1,406.31	38,547.00 1,482.58	40,532.00 1,558.92	42,517.00 1,635.27	44,484.00 1,710.92	46,491.00 1,788.12
M11	38,170.00 1,468.08	40,408.00 1,554.15	42,756.00 1,644.46	45,023.00 1,731.65	47,214.00 1,815.92	49,462.00 1,902.38
M12	40,853.00 1,571.27	43,257.00 1,663.73	45,626.00 1,754.85	48,039.00 1,847.65	50,447.00 1,940.27	52,862.00 2,033.15
M13	42,453.00 1,632.81	44,914.00 1,727.46	47,415.00 1,823.65	49,920.00 1,920.00	52,428.00 2,016.46	54,933.00 2,112.81
M14	44,240.00 1,701.54	48,002.00 1,846.23	50,669.00 1,948.81	53,334.00 2,051.31	56,053.00 2,155.88	58,767.00 2,260.27
M15	48,431.00 1,862.73	51,258.00 1,971.46	54,080.00 2,080.00	56,908.00 2,188.77	59,732.00 2,297.38	62,608.00 2,408.00
M16	51,739.00 1,989.96	54,770.00 2,106.54	57,811.00 2,223.50	60,850.00 2,340.38	63,887.00 2,457.19	66,980.00 2,576.15
M17	55,306.00 2,127.15	58,504.00 2,250.15	61,758.00 2,375.31	65,007.00 2,500.27	68,256.00 2,625.23	71,510.00 2,750.38
M18	59,037.00 2,270.65	61,636.00 2,370.62	65,982.00 2,537.77	69,431.00 2,670.42	72,896.00 2,803.69	76,359.00 2,936.88

