

January 1, 1995
to
December 31, 1998

AGREEMENT
COUNTY OF SAGINAW
70TH DISTRICT COURT
10TH JUDICIAL CIRCUIT COURT
SAGINAW COUNTY PROBATE COURT
SAGINAW COUNTY ELECTED OFFICIALS
AND
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION
LOCAL 393

(Saginaw County) 70th District Court ...

12/31/98

3827



AGREEMENT

This Agreement entered into this 25th day of March, 1996, between the COUNTY OF SAGINAW, 70TH DISTRICT COURT, TENTH JUDICIAL CIRCUIT COURT, SAGINAW COUNTY PROBATE COURT and SAGINAW COUNTY ELECTED OFFICIALS, hereinafter referred to as the "EMPLOYER", and the OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION LOCAL 393, hereinafter referred to as the "UNION".

PREAMBLE

It is the general purpose of this Agreement to promote the mutual interests of the EMPLOYER and its employees and to provide for the operation of the services provided by the EMPLOYER under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property, and avoidance of interruptions to service. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

CIVIL RIGHTS

The EMPLOYER and UNION recognize their responsibilities under federal, state and local laws relating to fair employment practices and reaffirm their commitment to the moral principles involved in the area of Civil Rights.

The parties each agree that there shall be no discrimination because of race, creed, sex, color, mental or physical handicap, nationality or political belief, or for participation in or affiliation with any labor organization.

In continuation of the policy established and maintained since the inception of their collective bargaining relationship, the EMPLOYER and the UNION agree that the provisions of this Agreement shall apply to all employees covered by the Agreement without discrimination.

ARTICLE 1

RECOGNITION - EMPLOYEES DEFINED

Section 1.

Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of 1965 as amended, and Act 336 of 1947 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, hours of work, working conditions, and other terms and

conditions of employment during the term of this Agreement for those employees of the EMPLOYER in a bargaining unit consisting of all full-time Technical, Office, Para-professional and Service (TOPS) employees of the EMPLOYER whose principal working location is in the Saginaw County Governmental Complex and any future County governmental complex, but excluding all regular part-time (defined in Section 2), managerial and professional employees, Deputy Department Heads, Security Guards, Circuit Court Reporters, Three Confidential Typist-Clerks (one in the Board of Commissioners' Office, one in the District Court Administrator's Office and one in the County Controllers Office), all Sheriff Department employees, and all other County employees.

Section 2.

Full-time employees are defined as those who work 68 hours or more per biweekly pay period on a regular basis. Regular part-time employees are those who work 40 or more hours per biweekly pay period on a regular schedule but who do not work the required number of hours to be considered a full-time employee. A temporary employee is an employee hired for a specified period of time, not to exceed 13 weeks, except in the Parks and Recreation Department a temporary employee is an employee hired for a specified period of time not to exceed 26 weeks, unless the employee is hired to replace an employee who is absent due to illness or injury in which case the time period may not exceed the return of the absent employee or notification that the absent employee will not return. No time spent by a temporary employee filling in for a employee absent due to illness or injury will be counted towards the 13 week limitation. Thereafter, the employee achieves the status of either full-time or regular part-time (in the bargaining unit) or part-time (not in the bargaining unit) depending on the number of hours worked. Neither a temporary employee nor a temporary position may be used or filled for more than one (1) thirteen (13) week period except as outlined for the Parks and Recreation Department where the limitation is twenty six (26) weeks. Temporary service agencies may be used by the employer to fulfill specified work assignments with the same conditions listed above.

Section 3.

A full-time employee shall be entitled to all fringe benefits under this Agreement. A regular part-time employee shall receive only the following fringe benefits unless specified in other areas of the agreement:

- (a) Progress on the salary schedule at half the rate of regular full-time employees.
- (b) Receive Paid Time Off (PTO) benefits at one-half of the full-time rate.
- (c) Receive holiday pay at one-half of the full-time rate.
- (d) Be a member of the Michigan Municipal Employees Retirement System and accrue retirement service in accordance with the rules of the Michigan Municipal Employees' Retirement System. (Those part-time employees hired as of January 1, 1995, will

become members of the Saginaw County Defined Contribution Plan administered by the ICMA as specified in Article XXII).

- (e) Be eligible for hospitalization coverage in accordance with Article XIV. (Those part-time employees hired on or after January 1, 1995, will be eligible for hospitalization coverage limited to single person coverage except that additional coverage (subject to the copay requirements in accordance with Article XIV) can be purchased under the Plan at the cost of the additional coverage).
- (f) Receive longevity pay at 1/2 of the full-time rate.
- (g) Receive vacation, personal days (in accordance with Article XII, Section 1) and disability leave at one-half of the full-time rate. (Those part-time employees hired on or after January 1, 1995, shall not be eligible for the disability leave program under Article XIII).

Section 4.

New employees shall be on probationary status for the first six (6) months of their employment. When an employee completes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority from the day six (6) months prior to the day he/she completes the probationary period. 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, hours of employment, and other specified conditions of employment except discharged and/or disciplined employees.

ARTICLE 2

UNION AND MANAGEMENT RIGHTS

Section 1.

The UNION, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to them by Act No. 379 of the Michigan Public Acts of 1965, as amended, and by other applicable Michigan Statutes.

Section 2.

It is the right of the EMPLOYER to determine the standards of service to be offered; determine the standards of selection for employment and promotion; direct its employees; take disciplinary action; adopt uniform work rules; relieve its employees from duty because of lack of work or for any other legitimate reasons; discharge employees for just cause; maintain the

efficiency of its operations; determine job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The listing of the preceding rights of management in this Article is not intended to be, nor shall be considered restrictive of, or as a waiver of, any of the rights of the EMPLOYER not listed. All management rights and functions, except those which are expressly limited in this Agreement, shall remain vested exclusively in the EMPLOYER.

ARTICLE 3

UNION SECURITY AND CHECKOFF

Section 1.

Employees who are members of the UNION shall, as a matter of course, on or after 30 days of employment or the execution date of this Agreement, whichever is the later, as a condition of employment, pay to the UNION each month the dues and initiation fees uniformly required. On or after 30 days following the beginning of employment or execution of this Agreement, whichever is the later, present or future employees, including probationary employees, shall either become members of the UNION and pay to the UNION each month the dues and initiation fees uniformly required, or in the event the employees have not made application for UNION membership on or after 30 days following the commencement of their employment or execution date of this Agreement, whichever is the later, shall as a condition of employment pay to the UNION each month a service fee which shall be equivalent to the amount of dues uniformly required of members of the UNION during the first year of this Agreement.

Any employee who has failed to either maintain membership or pay the requisite agency fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

- (a) The UNION has notified the employee by Certified letter addressed to his/her address last known to the UNION spelling out that he/she is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he/she will be reported to the EMPLOYER for termination from employment as provided herein; and,
- (b) The UNION has furnished the EMPLOYER with written proof that the foregoing procedure has been followed and has supplied the EMPLOYER with a written demand that the employee be discharged for failure to conform to the provisions of this Article. The UNION shall certify to the EMPLOYER in writing that the amount of delinquency does not exceed the UNION dues or service fees.

The EMPLOYER shall then provide the employee with two (2) weeks termination notice specifying the date he/she will be discharged if delinquent dues or fees are not tendered on or before one (1) day prior to the discharge date. It shall be the option of the EMPLOYER to transfer the employee to a position outside of the bargaining unit if the employee is accepted for such a vacant position.

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 2.

The EMPLOYER shall check off fees in the amounts provided by the UNION, if the fee amount is provided in the form of a flat monthly fee (adjusted no more than once per employee in a calendar year). The EMPLOYER will check off fees and monthly dues on the basis of individually signed voluntary checkoff authorization cards or forms, copies of which have been provided to the EMPLOYER. In the event the UNION changes or alters its authorization forms, the UNION will provide the EMPLOYER with a copy of said form. A properly executed copy of the form authorizing checkoff by an employee shall be delivered to the EMPLOYER before any payroll deductions are made. Deductions shall become effective the first day of the month following the month the authorization is delivered to the EMPLOYER and shall be deducted from the second pay of the month and each month thereafter. An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. An employee who declines to sign the proper authorization card shall pay his/her dues or fees directly to the Treasurer of the UNION.

In the event an employee has no pay due or insufficient pay to permit the deduction on the first pay of the month, the deduction shall be made on the first pay of the next following month. The EMPLOYER shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; and if, for any reason, it fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the UNION.

In the event that a refund is due any employee for any sums deducted from wages and paid to the UNION, it shall be the responsibility of such employee to obtain the appropriate refund from the UNION.

All sums deducted by the EMPLOYER shall be remitted to the Treasurer of Local 393, including a list of employees from whom dues and initiation fees have been deducted and the amount of the deduction from each employee. Such deductions and list will be sent to the

Treasurer at an address designated by the UNION no later than ten (10) days after such deductions are made.

The EMPLOYER agrees to provide to the Chief Steward by request only and no more than once monthly the names and departments of new hires and terminated employees and employees on disability leave within the bargaining unit that occurred in the indicated time frame.

ARTICLE 4

STEWARDS AND ALTERNATE STEWARDS

Section 1.

UNION employees shall be represented by a Chief Steward, an Alternate Chief Steward and a minimum of nine (9) stewards with an alternate for each.

In the event employees are working in a building other than the main Courthouse Building, said employees (at least three (3)), will be represented by a Steward and an alternate steward in the Steward's absence.

Steward plus an alternate in the following manner:

First Floor, Second Floor, Third Floor, Fourth Floor, Basement,
Maintenance, Custodial, Annex Bldg. (2 Alts), Health Bldg.

Section 2.

The Steward or alternate in the Steward's absence, during regular 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/her supervisor to do so. The supervisor shall grant permission within the eight-hour day of occurrence for the Steward to leave his/her work for these purposes subject to necessary emergency exceptions. The privilege of the Steward leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to proper processing of grievances and will not be abused. Employees abusing such time may be subject to disciplinary action; provided, however, that on the first occasion, in lieu of disciplinary action, the UNION shall be notified in writing, and the EMPLOYER and UNION will meet with the Steward to discuss the alleged abuse of such time.

The Steward and alternate Steward may be required to record time spent. All such Stewards will perform their regular assigned work at all times except whenever necessary to leave their work to process grievances as provided herein.

Section 3.

The local president of the UNION will furnish, in writing, the EMPLOYER with the names of its authorized representatives who are employed within the unit and such changes as may occur from time to time in such personnel so that the EMPLOYER may at all times be advised as to the authority of the individual representative of the UNION with whom it may be dealing.

Section 4.

The Chief Steward and the Alternate Chief Steward will have the necessary time to act in his/her UNION capacity without loss of pay herein so acting he/she loses time from his/her regular schedule of work. He/she shall request permission of his/her immediate supervisor when leaving his/her work area to investigate and process grievances. This time will not be abused.

The steward may have a witness, either the alternate Steward or the aggrieved party, at all times when discussing any grievance governed by this Agreement with the EMPLOYER or any of its officers. The EMPLOYER may also have a witness when a grievance is being discussed.

Section 5.

The Chief Steward is the proper person for the EMPLOYER to contact when problems arise concerning the UNION or UNION members. In the event that the Chief Steward is not available, the Alternate Chief Steward shall be the proper person to contact when problems arise concerning the UNION or UNION members. The Chief Steward may be present at Step 3 of the grievance procedure if desired by the UNION and at Step 2 if requested by the Steward.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 1.

It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedures herein provided. Every effort will be made to adjust controversies and disagreements in an amicable manner between the EMPLOYER and the UNION.

Section 2.

A grievance is any dispute, controversy, or difference between (a) the parties, (b) EMPLOYER and an employee or employees on any issues with respect to, on account of, or

concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

- (a) A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated, except grievances concerning the health and safety of employees.

Section 3.

Any grievance not initiated, taken to the next step, or answered within the time limits specified herein, will be considered settled on the basis of the last answer by the EMPLOYER, if the UNION does not move it to the next step within the time limits, or on the basis of the UNION'S last demand if the EMPLOYER fails to give its answer within the time limits. Time limits may be extended, in writing, by mutual agreement of the UNION and EMPLOYER.

Section 4.

Grievances will be processed in the following manner and within the stated time limits:

Step 1.

An employee or designated member of a group of employees having a grievance may discuss the grievance with their immediate supervisor, or may request their Steward to discuss the grievance with their supervisor.

Step 2.

If the grievance is not satisfactorily adjusted verbally, the grievance shall be reduced to writing, be signed by the aggrieved employee or groups of employees and by the Steward and be presented to the department head within ten (10) working days of its occurrence or when the employee could reasonably have become aware of its occurrence, not including the day of occurrence. The grievance shall be prepared in detail and be dated. The department head will reply to the grievance, in writing, within ten (10) working days of the date of the presentation of the written grievance, not including the day of presentation.

Step 3.

- (a) If the grievance is not settled in Step 2., the written grievance shall be presented to the Personnel Director within (10) working days after the department head's response is given, not including the day the response is given. Four (4) representatives of the EMPLOYER, shall meet with no more than four (4) representatives of the UNION, one of which may be the aggrieved employee. The Personnel Director shall reply to the grievance in writing within ten (10) working days of the date of presentation.

(b) The UNION may initiate its grievance at this Step 3. of the grievance procedure and must process them through Step 3. before they are taken to Step 4. A UNION grievance is one in which a right given by this Agreement to the UNION as such is alleged to have been violated. Such grievances must be initiated within ten (10) working days of their occurrence or when the employee reasonably could be expected to become aware of the event or occurrence giving rise to the grievance, not including the day of occurrence. Any grievance by the EMPLOYER against the UNION may be filed with the Chief Steward and shall be answered in writing within ten (10) working days of presentation, not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 4.

Step 4: Arbitration.

In the event of failure to adjust the grievance at this point, either party may, within ten (10) working days of a final decision, appeal to an impartial arbitrator. Notice of appeal of such grievance to the arbitrator by the UNION shall be given in writing to the EMPLOYER. In cases of appeal to the arbitrator by the EMPLOYER, notice of such appeal will be given in writing to the UNION. Upon receipt of the request for arbitration by either party, the other party shall be obliged to proceed in the following manner:

- (a) The parties shall attempt to agree upon an arbitrator.
- (b) If the parties fail to agree upon an arbitrator within five (5) working days from the date of receipt of the request for arbitration, the party requesting the arbitration shall, within five (5) working days, submit the matter to the American Arbitration Association asking for selection of an arbitrator in accordance with its voluntary labor arbitration rules then in effect.

The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he/she shall not have the power to change, alter, or modify the terms of the contract. The arbitrator shall also have the power and jurisdiction to determine whether or not a particular grievance, dispute, or complaint is arbitrable, under the terms of this Agreement. In the event it is determined that such grievance dispute, or complaint is not arbitrable, the matter shall be referred back to the parties without a recommendation.

The arbitrator shall conduct the hearing expeditiously and in a manner to obtain a clear understanding of the facts. The hearing shall be governed by the rules of the American Arbitration Association. Witnesses shall be granted time to attend the hearing and shall be encouraged to express themselves freely without fear of intimidation or reprisal.

The arbitrator shall submit a written report of the findings and recommendations to all interested parties within 30 calendar days after conclusion of the hearing.

The arbitrator's fees, his/her travel expenses, the filing fee, and the cost of any room or facility shall be borne equally by both parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

Step 5.

If either party refuses to comply with the recommendation of the arbitrator, the aggrieved party shall, within ten (10) working days of receipt of the arbitrator's recommendation, notify the other party in writing of its refusal to comply with the recommendation of the arbitrator. The parties shall then select from a panel of Saginaw County Judges a judge to hear the grievance de novo. The parties shall proceed in the following manner:

- (a) Selection: A panel of Saginaw County Judges (no less than five) shall be submitted to both parties within five (5) working days from the date of receipt of notice to proceed to Step 5. The parties shall signify their first, second, third, etc., choice. The Judges receiving the lowest number shall be selected as the hearing Judge. Nothing herein shall prevent the parties from mutually agreeing upon a Judge to act as the hearing Judge. The Judge shall be selected within 15 working days from the date of receipt of notice of refusal to comply with the recommendation of the arbitrator.
- (b) The hearing shall be conducted in the manner prescribed by the hearing Judge. The findings and recommendation of the arbitrator shall be admissible as evidence by either party. The hearing shall be held within 30 calendar days of selection of the hearing Judge.
- (c) The hearing Judge shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he shall not have the power to alter, change, or modify the terms of the contract. The hearing Judge shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute, or complaint is arbitrable, under the terms of this Agreement. In the event it is determined that such grievance, dispute, or complaint is not arbitrable, the matter shall be referred back to the parties without decision. The decision of the hearing Judge shall be final and binding on both parties.
- (d) The hearing Judge shall submit his decision in writing to both parties within 30 calendar days from the date of conclusion of the hearing.

Section 5.

For the purpose of this article, working days are defined as Monday through Friday excluding holidays.

Section 6.

Time limits may be extended in the grievance procedure by mutual agreement in writing.

ARTICLE 6

SENIORITY

Section 1.

Employees shall acquire seniority upon completion of a probationary period of six (6) consecutive months from the date of hire by the Employer, after which seniority shall be as of the original date of hire. There shall be separate seniority lists for full-time and regular part-time employees.

- (a) Provided seniority is not broken as defined in Section 2. of this Article, full-time employees may count one-half of their regular part-time service, if any, towards their full-time seniority date, and regular part-time employees may count full-time service towards their seniority date.
- (b) 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 regular basis for the EMPLOYER; provided, however, an employee assigned to a higher position on a full-time temporary basis, which later becomes regular, without a break, shall retain classification seniority from date first assigned.

Section 2.

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 (3) days without properly notifying the EMPLOYER unless a satisfactory reason is given and substantiated.
- (d) The employee fails to report to work within three (3) days after the expiration date of a leave of absence, unless a satisfactory reason is given and substantiated.
- (e) If the employee is laid off for a continuous period equal to the seniority acquired at the time of such layoff, not to exceed two (2) years.

Section 3

The Chief Steward shall head the seniority list within the bargaining unit for the purpose of layoff and recall only. Said member shall be designated to the EMPLOYER by the UNION.

The person so designated shall not be kept at work during periods of layoff unless he/she is capable of performing available work within the department to which assigned.

ARTICLE 7

TRANSFERS, PROMOTIONS, AND THE FILLING OF VACANCIES

Section 1.

The parties encourage unit employees to bid for promotion within the bargaining unit. Bids can be entered in the Controller's Office during regular business hours. When regular vacancies in the bargaining unit are to be filled, the open job will be posted for a period of five (5) working days for bargaining unit members only. Positions to be filled within the courts and separate departments may be filled internally without a general posting to all bargaining unit members if the department head expects to fill the position internally.

In the event of a temporary vacancy for thirty (30) or more days, employees within the department shall have the opportunity to bid for the position and be given first priority. The resulting opening may be filled in a reasonable time.

An employee who accepts promotion shall be subject to a probationary period of sixty (60) calendar days (in the case of probationary employees, their probationary period shall be extended 60 days) which may be extended by mutual agreement. In the event the employee fails to satisfactorily complete the probationary period, or elects to return to his/her former job during said period, he/she shall be permitted to do so without loss of seniority.

If an employee chooses to take a demotion for personal reasons, that employee will not be allowed to reapply for their previous position for a one (1) year period, unless the supervisor is in agreement with the reappointment request prior to the completion of the year.

There shall be no intra-departmental bids within the same classification.

If there are no qualified bidders for any open and posted job, the Employer may fill the job within a reasonable time.

Positions shall be filled using job related criteria that includes: education; training; experience; ability; and previous performance, including discipline, work performance evaluations, and excessive tardiness and absenteeism (except allowed by applicable law). If all factors are relatively equal, seniority shall be the prevailing factor. For the purposes of the section, promotion shall mean to a different position in the bargaining unit of a higher paygrade than that being worked and paid to the employee expressing an interest in the vacant position.

Section 2.

Movement of an employee from one position to another shall effect the pay rate of the employee as follows:

- (a) If an employee is transferred into a classification with the same pay grade, the employee's pay rate shall remain unchanged.
- (b) If an employee is promoted to a higher pay grade, the employee shall be paid at the lowest merit step in the new pay grade which is at least five percent (5%) above the salary he/she was receiving immediately before the promotion.
- (c) If an employee is demoted to a classification with a lower pay grade, or elects through a job bid to accept a lower classified job, the employee shall be paid in accordance with the new pay grade but will retain his/her previous merit step.
- (d) If an employee's position is reclassified to a higher pay grade, he/she shall be paid in the new grade retaining the merit step.
- (e) If an employee's position is reclassified to a lower pay grade, the employee occupying that position shall continue to receive the same pay as prior to reclassification, but shall receive no general wage increases nor normal progression wage increases until the reclassified positions' wage rate is equal to that of the employee's current wages.
- (f) The Typist Clerk salary schedule shall consist of Step 1 and 2 of T05, Step 3 and 4 of T06, and Step 5 of T07. The Account Clerk salary schedule shall consist of Step 1 and 2 of T06, Step 3 and 4 of T07 and Step 5 of T08. The new salary schedule system shall take effect immediately upon ratification of both parties. Employees in a higher step and/or grade shall be red circled until entitled to a step increase based on the standard time intervals; however, they shall receive across the board increases. (Refer to Salary Schedule section for additional steps.)

All new hires will start at Step 1 and shall progress through the steps at the time intervals specified.

- (g) An employee temporarily assigned by the Employer to fill a vacancy in a higher paid position for a period of one (1) day or more shall be paid at the rate of the higher classification for all hours worked.

Supervisors or their designated non union representatives shall not perform in the position of an absent bargaining unit employee for more than two (2) consecutive work days unless an emergency exists that requires immediate attention.

ARTICLE 8

DISCHARGE

Section 1.

The EMPLOYER shall have the right to discipline, suspend, or discharge any employee for just cause. In respect to discharge or suspension, the EMPLOYER shall give at least one oral and one written warning notice of the complaint against such employee to the employee and the copy of the written notice to the UNION and Chief Steward. 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) drunkenness or use of intoxicating beverage on the job; (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) fighting resulting in serious bodily harm). The warning notices as herein provided shall not remain in effect for a period of more than 12 months.

Section 2.

The employee or the UNION Steward 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 9

LAYOFF AND RECALL

A reduction in work force is the elimination of a position, which management may specify by department and by classification.

Layoff shall be by department, by classification. Seniority shall prevail provided the most senior employee retained can perform the available work.

When management reduces a part-time position, then layoff shall take place from employees on the part-time seniority list. When management reduces a full-time position, the layoff shall take place from among employees on the full-time seniority list.

In the event a laid off employee has the skill and ability to perform the work of the least senior employee in an equal or lower pay grade, that employee shall have the opportunity to bump the least senior employee.

Full-time employees shall not be eligible to bump part-time employees except in the case where the full-time employee's bargaining unit seniority is greater than the part-time employee's seniority. A part-time employee shall not bump a full-time employee under any circumstance. Employees shall be given ten (10) working days written notice of layoff. If an employee expresses a desire to bump within five (5) days from notice of layoff into a position in other than his/her current classification in an equal or lower pay grade, the employer reserves the right to require the employee to be able to perform the duties of the position without additional training, however, the Employer will provide adequate orientation and training in department procedures.

Temporary employees performing in the same classification in the department affected by the layoff, shall be laid off first; probationary employees performing the same work in the department affected by the layoff, shall be laid off second; regular full-time and regular part-time employees shall be laid off last, except in such case, the bargaining unit member employee may elect to displace a temporary and/or probationary employee, provided he/she can perform the work, and in such case shall be paid at the pay rate of that classification.

A laid off seniority employee, if recalled to an equal pay grade from which such employee was laid off, shall be required to take the recall. Failure to take such offered work shall be considered a resignation. A laid off employee shall be eligible for recall prior to posting a vacancy in an equal or lower pay grade of said employee prior to layoff and provided he/she is capable of performing the work. As openings occur in an employee's original classification prior to layoff, employees will be recalled to their original classification in line with seniority.

For purposes of bumping, an employee laid off from his/her non-elected department may exercise his/her unit wide seniority in non-elected departments, provided he/she can perform the work. An employee laid off from an elected department shall not be eligible to bump into any other department.

The order of recalling of laid off employees shall be in the reverse order in which the employees are laid off.

ARTICLE 10

WORKING HOURS AND OVERTIME

Section 1.

The official basic work week for full-time employees shall be 40 hours per week. The standard work day shall be eight (8) hours plus an unpaid lunch period. Employees shall be allowed two (2) fifteen-minute rest periods which shall be considered as paid time but may not be added to the lunch period or accumulated in any manner.

Section 2.

Operating hours are established by the EMPLOYER. Department heads may stagger lunch periods and rest periods so as not to curtail services to the public. Lunch periods will begin at 11:30 a.m. The maintenance department and other departments requiring shift work may alter their schedule to provide the best possible service.

Section 3.

Employees shall be paid overtime compensation at the rate of time and one-half of regular rates of pay for all hours worked in excess of 40 hours per week. Hours of work shall include all hours in pay status. (Workweek is Sunday through Saturday). There shall be no pyramiding of overtime. Overtime shall not be paid unless authorized in advance by the EMPLOYER.

Section 4.

When overtime is available within a department, overtime shall be equalized in seniority sequence within the affected classification, if at all possible. A record of overtime worked or refused shall be kept in each department.

ARTICLE 11

HOLIDAYS

Section 1.

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

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Friday after Thanksgiving
Good Friday Afternoon	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	

Section 2.

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

Section 3.

Employees must work their last scheduled day before and their first scheduled work day after a holiday or be on authorized paid leave, excluding workers compensation and disability leave in order to be paid for the holiday.

Section 4.

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

If Christmas Eve or New Year's Eve falls on Friday, the holiday will be observed on the preceding Thursday. If Christmas Eve or New Year's Eve falls on Sunday, the holiday will be observed on the preceding Friday.

Section 5.

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.

Section 6.

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

ARTICLE 12

PAID TIME OFF

Section 1.

Effective January 1, 1997, bargaining unit members hired prior to the effective date of this agreement will have their vacation, personal and sick time banks converted to the paid time off (PTO) time bank on a one for one basis. Up through December 31, 1996 members shall continue to accrue annual vacation with pay in accordance with the provisions specified in 'Supplement A'. In addition, each full-time and part-time bargaining unit employee will receive additional PTO hours added one time only to their accumulation bank according to the following schedule.

EMPLOYEE TYPE	HIRED PRIOR TO	HOURS CREDITED
Full Time	1/1/94	80 Hours
Part Time	1/1/94	40 Hours
Full Time	1/1/95	60 Hours
Part Time	1/1/95	30 Hours
Full Time	1/1/96	40 Hours
Part Time	1/1/96	20 Hours

Effective January 1, 1997, regular full time employees hired prior to the date of this agreement shall accrue Paid Time Off (PTO) in accordance with the following provisions:

Rate of Accrual. Each regular full-time employee shall accrue 'Paid Time off' hours at the following rate:

	<u>Annual Rate</u>	<u>Biweekly Rate</u>
6 mos. - 3 years continuous service	136 hours	5.2308 hours
3 - 5 years continuous service	152 hours	5.8462 hours
5 -10 " " "	168 hours	6.4615 hours
10 - 15 " " "	184 hours	7.0769 hours
15 - 20 " " "	200 hours	7.6923 hours
20 - or more " "	216 hours	8.3077 hours

(Regular part-time employees shall accrue 'Paid Time Off' hours at one-half the above rate.)

Bargaining unit members hired on or after the date of this agreement shall accrue Paid Time Off (PTO) effective upon ratification in accordance with all provisions of this article. Probationary employees are not eligible for PTO and accrued PTO is not credited until completion of the probationary period.

Section 2.

The number of PTO hours carried forward into a new calendar year shall be unlimited.

Section 3.

Upon termination of employment due to the resignation, death, retirement, dismissal or layoff, an employee shall be compensated at 50% cash value for the unused PTO time up to a maximum of 1200 hours (Maximum payment of 600 hours at employees current rate of compensation) through date of termination that such employee has accrued. The rate of pay off shall be the employees rate at the time of termination. The rate 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. PTO compensation will be used in computing final average compensation. PTO will be paid at the current rate of the employee at the time the PTO is taken.

Section 4.

PTO use for other than disability or illness is limited to twice the amount of time that can be accrued in a year. Bargaining Unit employees may bid for PTO/Vacation on a seniority basis beginning each January 10th and ending on each January 31st. After January 31st, all employees who have failed to select their PTO/Vacation time will take whatever time is available on a first come first serve basis. The department head will notify employees no later than February 28th of approval of PTO/Vacation periods. Once a PTO/Vacation is granted, changes will be by mutual agreement.

Section 5.

PTO taken for a short term illness of three days or more shall require a Doctors certification before return to work. The Employer may request a Doctors certification for any absence due to illness if PTO is being abused.

Section 6.

An employee may not waive PTO and receive extra pay in lieu thereof.

Section 7.

When a holiday observed by the EMPLOYER falls during an employee's scheduled PTO, the holiday will not be charged as a PTO day.

Section 8.

For the purpose of computing PTO in accordance with the above provisions, hours worked shall include all hours in paid status as PTO during absence due to sickness or injury. PTO time will accrue during absence due to Workers Compensation or Paid Disability Leave for the first ninety days.

ARTICLE 13

DISABILITY LEAVE

Effective with the date of this agreement for employees hired on or after agreement date, and January 1, 1997, for employees hired prior to the agreement date, the present short term/long term disability plan will be replaced with a new Long Term Disability Plan described below. On

the date of Board approval of this Agreement, the existing disability plan will be modified for the purposes of application. Individuals on disability on the ratification date of this agreement will have the provisions of the previous contract apply, including those employees who were hired prior to the ratification date. The Disability Leave plan effective through December 31, 1996 is specified in 'Supplement B'.

- a) Regular non-probationary full-time employees with six (6) months or more of service shall be eligible for Long-Term Disability subject to the following condition.
- b) An employee unable to work for reason(s) of accidental non-work related injury or illness shall be paid sixty percent (60%) of his/her basic weekly gross wage, following a disability beginning the fifteenth (15th) calendar day of the disability, for up to one (1) year or the employee's unit seniority, whichever is lesser, of a continuing disability. Absence due to reoccurrence of the same illness or injury shall be paid accordingly, except however, no more than one (1) year disability pay shall be paid for the same illness or injury.
- c) Under no circumstances will an employee be eligible for benefits described in (a) or (b) except by Employer approved medical disability. Benefits will not be paid unless the employee submits the attending physician's certificate of disability stating the nature of illness or injury and anticipated period of disability. In all cases of alleged disability, the Employer retains the right to verify said certificate(s) and may refer the employee to a physician of its choice whenever it deems necessary at the Employer's expense. In the event the employee's doctor and the doctor retained by the County disagree, a third physician's opinion shall be obtained by a doctor mutually agreed to by the treating physicians. The third doctor's fee shall be paid by the County.
- d) Disability payments shall terminate when the employee returns to regular work or restricted work if directed by medical authority and approved by the Employer; when the treating physician's statement of disability expires and an extension is not provided; when the employee retires as a result of disability or normal service retirement.
- e) Disability payments described herein shall be offset by any Social Security disability payment due or received by the employee. An employee determined permanently disabled shall be obligated to apply for benefits from the Social Security Administration and in such case any disability payments received by the employee from the Employer for any period paid by Social Security shall be repaid by the employee to the Employer.
- f) All payroll deductions in effect immediately prior to disability will be deducted from disability payments.

- g) PTO time may be used to supplement disability payments at 100% of the employees normal weekly gross wage through the completion of the disability leave or through depletion of the PTO bank.
- h) Hospitalization and Dental insurance will continue during the period of disability pay with the employee participation at the regular employee participation (co-pay) rates. Life insurance will continue at no cost to the employee during the period of the disability pay. PTO leave will only accrue for the first 90 days while the employee is off on disability.

Only regular part-time employees hired prior to January 1, 1995 shall be eligible for disability pay under the same terms and conditions, except however, such payments shall be limited to one (1) year or one-half (1/2) of the employee's bargaining unit seniority, whichever is less.

ARTICLE 14

INSURANCE

Section 1. Health Insurance:

The County shall pay the premium (subject to employee co-pay as provided in Article XIV, Section 8) effective on the first billing date subsequent to completion of thirty (30) days qualifying service for the preferred provider health care program, as otherwise set forth in the Saginaw County Employee Healthcare Handbook presently in effect as of date of this agreement for the chosen program either Option 1 or Option 2, Blue Preferred Program with the Preferred Prescription Program Drug Benefit, or provide comparable coverage for each employee, their current spouse and dependents as covered under the provisions of this contract. For those employees hired on or after the effective date of this agreement the County shall pay the premium (subject to employee co-pay as provided in Section 8) effective on the first billing date subsequent to completion of six (6) months qualifying service for the preferred provider health care program. The employees must specify their selected plan within 60 days following contract ratification and the County will have 90 days to issue new cards for those employees choosing a new plan. After selecting a plan, the plan may only be changed during an open enrollment period which shall be announced at least fifteen (15) days in advance. Those employees who do not indicate a plan change shall continue under the previously declared plan. It is understood re-enrolling members shall have a six (6) month waiting period for pre-existing conditions, if they were not members of the county coverage immediately preceding coverage enrollment. The County shall continue to pay the premium for applicable insurance, during any period, if 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. Dependents, as used in this section, shall be in

accordance with the definition of the insurance carrier. Employees may voluntarily choose between the available coverage or payment in lieu of coverage at the time they are employed and at the annual reopening.

Section 2. Continuation of Health Care Coverage Upon Retirement:

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 the retirement and the employee, who on January 1, 1996, had six (6) or more credited years of County service, agrees to participate in the employee's share program outlined in Table A, and the employee, who on January 1, 1996, had less than six (6) credited years of County services agrees to participate in the employees shared program outlined in Table B. An employee hired after the effective date of the contract upon retiring from Saginaw County employment shall be eligible for single coverage with group health insurance. Employees may purchase insurance for non covered eligible dependents at group rates at their option. Retirees and authorized covered dependents shall have either traditional Blue Cross/Blue Shield of Michigan or Option 1 or Option 2, Blue Preferred Program provided through the Health Care Management Single Provider System of Saginaw County. The members understand that the PPO plan most likely will cost them additional out of pocket costs if they choose to live anywhere other than Saginaw County during their retirement. It is also acknowledged that once the health plan is chosen, they will only have one opportunity to switch to other existing options one time prior to age 65. Retirees and authorized dependents age 65 and over shall be converted to medicare complimentary coverage. An employee who retires after the effective date of this agreement shall contribute to the payment of the health insurance premium required for coverage of the employee and authorized dependents. The retiree's share shall be a percentage as indicated in the following tables, respectively.

TABLE A

Full - Time Years of Service	Employer Pays	Retiree Pays
6	35%	65%
7	45%	55%
8	55%	45%
9	65%	35%
10	75%	25%
11	80%	20%
12	85%	15%
13	90%	10%
14	95%	5%
15	100%	0%

TABLE B

Full Time Years of Service	Employer Pays	Retiree Pays
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 & Over	95%	5%

Regular Part-time employees who subsequently retire, shall be entitled to continuation of Health care coverage as provided above in all respects provided the premium participation scheduled is applied. A regular part-time employee who was hired on or after January 1, 1995 of this agreement, who retires shall be entitled to single person coverage with the employee participation in the premium based upon credited years of Saginaw County service used for determining retirement eligibility under the applicable retirement plan. The employee may purchase additional coverage for an authorized dependent by paying the full cost of the additional premium.

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 regular employees, their legal spouses and their dependent children as defined by the carrier.

Waiting period: Employees hired on or after the effective date of this agreement who are eligible shall be covered on the first day of the month following six (6) months 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.

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 \$50,000 and \$50,000 Accidental Death and Dismemberment insurance effective the first day of the month following completion of six (6) months continuous service. The amount reduces to 92%, 84%, 76%, 68%, 60%, 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 \$4,000 group term life.

Section 5. Workers Compensation:

In the event an employee sustains an occupational injury, he/she will be covered by applicable Worker's Compensation Laws. Any employee sustaining an occupational injury, shall be paid for the days scheduled to work during the first seven (7) calendar days after the injury not chargeable to any other benefit. The employee shall fill out the appropriate Worker's Compensation forms and must substantiate such injury. This article shall apply only to compensable injuries.

The employee shall be responsible for immediately filing notice of claim according to statute.

The Employer shall maintain the right to remain in communication with an employee who is absent due to a compensable injury to determine the nature of the disability, prognosis and expected date of return.

The County reserves the rights to provide fringe benefits as allowed by appropriate workers compensation rules, regulations or law. Fringe benefits which will continue for one year are health, Dental and life insurance with the appropriate co-pays required.

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 employees 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 the 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 act of good faith in the doing of any such acts, the same shall not constitute the 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 or defense, including attorney fees).

Section 7. Dual Coverage:

Employees and retirees of Saginaw County 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 coverage designated in Section 1 and 3 of this Article, it is agreed that employees shall pay five percent (5%) of the cost of the PPO2 health plan or ten percent (10%) of the cost of the PPO1 health plan, and ten percent (10%) of the cost of the dental insurance. The Employer shall pay the remaining premium; provided, however, the employee shall be responsible for the additional cost of sponsored dependent riders. Applicable rates for the year are those in effect at the beginning of the premium year. The employee's contribution shall be changed only once each year coinciding with the beginning of the premium period, unless the employee's dependent status changes during the year in which event the new rate will be based on the rate currently in effect for the new dependency class.

Regular part-time employees hired on or before the effective date of the agreement, shall continue to receive insurance benefits as provided in Section 1 and 3 for themselves and their dependents subject to the co-pay provided above. Regular part-time employees hired on or after January 1, 1995, who work twenty (20) or more hours per week, but less than full-time, shall be eligible to receive single person coverage (subject to the appropriate copay) and if they wish to cover their dependents, may do so by paying the additional premium costs.

Section 9. Continuation of Insurance:

Insurances shall continue in force at County expense as follows:

Health: In the event of layoff, health insurance shall be continued at County expense for a period of two (2) months after the first billing date subsequent to the date of the employee's layoff. In the event of a leave of absence, health insurance shall be continued at the employer's expense to the first billing date subsequent to thirty (30) days after the leave

began. The term "Employer's expense" shall be in accordance with Section 8 of this Article.

Dental: Coverage shall continue at County expense until the first billing date subsequent to layoff or leave of absence.

Life: Life insurance shall continue in force until the end of the month following the month in which the layoff 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 and other than service in the armed forces. In cases of total disability, continuation beyond six (6) months may be possible in accordance with the terms and conditions of the insurance policy. 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.

Separation: In all separations except as provided in Section 2 of this Article, all insurance coverage will terminate on the first day prior to the first billing date subsequent to the employee's separation. Health and Dental Coverage may be continued at the employee's expense if requested in accordance with applicable federal laws.

Section 10. Option to Health Insurance Coverage:

Effective the month following implementation of this provision, an employee who is eligible to receive or presently enrolled in a County Health Insurance Program may choose to receive seventy-five dollars (\$75.00) 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, must not be covered as a dependent of a County employee.

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.

Section 11. 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. The Employer agrees to meet and consult with the Union prior to implementing any change in the provider of health coverage.

ARTICLE 15

LEAVES OF ABSENCE

Section 1.

Employees shall be eligible to apply for leaves of absence after completion of their probationary period (six (6) months) of service with the EMPLOYER. Leaves of absence are for employees who, in addition to their PTO time, require time off their employment. Such leaves shall be unpaid and without benefits unless otherwise specified. Time spent on voluntary leave will not be credited toward years of service in the retirement system if it exceeds 30 days, except that educational leave which benefits the county shall be credited.

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. The department head 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 for a leave of absence request shall be furnished to the employee by the EMPLOYER, and it shall be in writing.

Section 4.

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.

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, Naval 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 from their respective duties. The employee shall receive the difference between his/her 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.

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

- (a) 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.

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.

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 (2) weeks notice is given to the EMPLOYER. Refusal to grant leave under this section shall be subject to the grievance procedure. The number will not exceed three (3) employees at any one time, and the number of working days will not exceed ten (10) per employee in any one calendar year.

Section 9.

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

EMPLOYER and the employee before such leave starts.

Section 10.

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

Section 11 - Family and Medical Leave.

The provisions of this agreement will be applied to assure that employees who have actually worked for at least one year and who have actually worked at least 1250 hours during the one year period immediately preceding the request for leave will be afforded the entitlement set forth in the Family and Medical Leave Act of 1993 (FMLA).

For any FMLA qualifying purpose, accumulated paid time off (PTO) may be used at the request of the employee in lieu of unpaid leave. Employees shall not be required to use PTO for an FMLA qualifying leave; however, any request for time off for a reason qualifying as FMLA leave shall be treated and designated as FMLA leave.

All notice and certification requirements set forth in the FMLA shall be applicable to time off requested under this agreement except as otherwise specifically set forth in this agreement.

ARTICLE 16

BEREAVEMENT LEAVE

Section 1.

In the event of a death in the employee's immediate family, i.e., mother, father, sister, brother, spouse, child, step-child, legal guardian, parent-in-law, grandparent, or grandchild 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) days. The EMPLOYER may grant an extension of leave, with pay, for extenuating circumstances, but no more than two (2) additional working days or five (5) days total shall be allotted as noted in Section 3.

Section 2.

In the event of the death of a close relative, i.e., sister or brother of spouse, 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.

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

ARTICLE 17

GENERAL

Section 1.

Authorized representatives of the UNION shall be permitted to visit the operation of the EMPLOYER during working hours to talk with Stewards 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.

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, Saginaw County Job Postings, or social events shall be submitted to the EMPLOYER for approval prior to posting.

Section 3.

Should the EMPLOYER require any employee to be bonded or appointed as a notary public, any premium involved shall be paid by the EMPLOYER.

Section 4.

Any employee called in for duty for other than his/her regular shift shall receive a minimum two (2) hours call in time for which he/she shall be paid straight time or time and one-half as appropriate in accordance with Article X, Section 3.

Section 5.

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

Section 6.

Employees required to drive their privately owned vehicle for County business shall be

entitled to reimbursement at a base mileage rate equivalent to the IRS approved rate for the time period.

Section 7.

The County agrees to have this Agreement printed and to distribute copies to members of the bargaining unit. The UNION and the County shall divide equally the cost of printing 350 copies; provided, however, the cost of printing any additional copies during the term of this Agreement shall be borne by the County.

Section 8.

The Employer shall furnish five (5) sets of shirts and trousers to designated custodial and maintenance employees. Shirts and trousers shall be laundered, repaired and maintained in a business-like appearance at all times by the employee. Said clothing will be replaced by the Employer when required based on normal wear and exchange of the old shirt or trouser. Misuse or careless defacing or destruction of the clothing will be at the expense of the employee. Said clothing shall be worn only on the job and to and from work. The COUNTY will pay an annual \$50 uniform cleaning fee to the maintenance and custodial employees payable on or about June 1 of each year.

Section 9.

The Employer encourages Saginaw County residency for all employees. Where appropriate, the Employer may recruit and hire qualified individuals from within Saginaw County or those who indicate an intention to relocate to Saginaw County, but the Employer shall not discriminate against any bargaining unit member on account of residency.

Section 10. Eye Examination Reimbursement:

Any member of the bargaining unit who spends at least twenty-four (24) hours per week of their time working at a video display terminal, retrieving information from a screen requiring continuous eye contact with the screen shall be reimbursed up to seventy-five \$75 each year for an eye examination. Reimbursement will also be provided to Microfilm Technicians and Microfilm Clerks.

Section 11. Educational Reimbursement

Regular full-time and part-time employees shall be eligible to participate and enjoy the benefits of educational reimbursement as defined in the Saginaw County Educational Reimbursement Policy to the extent and level of benefit as determined by the Board of Commissioners and in effect at the time of application.

ARTICLE 18

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 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.

ARTICLE 19

WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subjects or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the EMPLOYER and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, except as provided in Article XX, Section 2.

ARTICLE 20

SALARIES

Section 1.

Wages effective January 1, 1995 reflect a 3% increase to wages in effect December 31, 1994. Wages for 1996 reflect a 3% increase to wages in effective December 31, 1995. Wages effective January 1, 1997 reflect a 3% increase to wages in effect on December 31, 1996. Wages effective January 1, 1998 reflect a 3% increase to wages in effect on December 31, 1997.

Effective the date of this agreement beginning with the 1996 Salary Schedule up through the 1998 Salary Schedule and applicable for only employees' hired on or after the effective date of this agreement (See Salary Schedule) a new 'Hire Rate' column or step will be added for each schedule, which will be three percent (3%) lower than the 'Hire Rate' column of each salary schedule for 1996-1998 of employees 'hired prior to the effective date of this agreement.'

The 1998 Salary Schedules for both employees hired prior to and on or after the date of this agreement will include an additional column or step, which will be three percent (3%) higher than the column immediately adjacent respectively.

Employees transferring into the bargaining unit will be designated to the salary schedules pertaining to those hired on or after the effective date of this agreement. Their salary shall be adjusted to the applicable grade/step according to the unit schedule.

Section 2.

Each job classification as indicated in Schedule A shall have a written job description on file in the County Personnel Office and may be reviewed by the employees or the UNION upon request. 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 of pay therefore. Whenever a request is made for the classification of a new position or the reclassification of a current position, the UNION shall be given a copy of the request including a copy of the proposed job description or employee questionnaire. The UNION may, at its discretion, submit documentation to support or oppose the request and make comments on the proposed job description or employee questionnaires, which will be presented to the Labor Relations Subcommittee.

The bargaining unit shall designate one of its members to serve as an active participant on the Subcommittee's Factoring recommendation panel for a minimum of one year; to factor as determined by the EMPLOYER only those positions that are included in this bargaining unit. The union's participation in this process does not diminish, whatsoever, the exclusive right of management to determine job classifications in accordance Article II, Section 2. The EMPLOYER shall ultimately make the final decision to determine job classifications.

ARTICLE 21

LONGEVITY

Section 1.

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 \$70 per year for each full year (as of December 1) of full-time continuous services as defined in Article VI beginning upon completion of five (5) years of service. 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 rate 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 rate longevity pay for the year.

ARTICLE 22

RETIREMENT

Employees hired prior to the effective date of this agreement shall be members of the Michigan Municipal Employer's Retirement System in accordance with P.A. 427 of the Michigan Public Acts of 1984, as amended with Benefit B-3 and F50/25 or F55/20, FAC 5, V-6 Program with 0% employee contribution which will become effective upon the date of this agreement.

Employees hired on or after the effective date of this agreement will become members of the Saginaw County Defined Contribution Plan (independently administered as a Trust Fund in conjunction with the International City Managers Association ICMA) which provides for the following employee and employer contributions:

Employer Contribution	Employee Contribution	Total
6%	0%	6%
7%	1%	8%
8%	2%	10%
9%	3%	12%

The employee may select one (1) of the above contribution plans initially upon being hired and may change the contribution plan in accordance with regulations established by the ICMA. Employees under the Defined Contribution Plan can retire at age 55 with 6 years of service.

Under the Saginaw County 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 the entire amount of the employee contribution including earnings on the employee contribution and a percentage of the Employer contributions, on a sliding scale based on the years of service as scheduled below:

SERVICE TIME	RETAINED BY EMPLOYEE
UP TO 24 MONTHS	0%
25 MONTHS THROUGH 48 MONTHS	25%
49 MONTHS THROUGH 60 MONTHS	50%
61 MONTHS THROUGH 72 MONTHS	75%
73 MONTHS PLUS	100%

10 Days worked in a month will be counted as one month.

Employees can select from the investment options provided by ICMA to utilize for their portion of the retirement contributions and after 100% vesting the employees shall select the option for both the employers and the employees funds. The County shall be responsible for coordinating the Saginaw County Defined Contribution Plan with the ICMA and shall hold the Union harmless for employee liability related to the new program.

The County will allow the existing employees who are not currently vested in MERS to enroll in the plan provided the employee irrevocably waives all benefits to the MERS program. This offer is subject to the availability of County funds and is limited to employees indicating a desire to do so prior to September 30, 1996.

Article 23

TERMINATION OF AGREEMENT

Section 1.

This agreement shall be in full force and in effect from the date of agreement between the parties, to and including December 31, 1998, subject to approval by District, Circuit, Probate Judges and the Saginaw County Board of Commissioners and ratification by the OPEIU membership, 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.

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, 1998, or December 31 of 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.

COUNTY OF SAGINAW

By: Barbara J. McDonald
Barbara J. McDonald, Chairman
Board of Commissioners

By: Fred D. Todd
Fred D. Todd
Saginaw County Controller

By: Robert Jensen
Jensen, Smith and Gilbert, P.C.
Civil Counsel

10TH JUDICIAL CIRCUIT COURT

By: Leopold P. Borrello
Honorable Leopold P. Borrello
Chief Judge

70TH DISTRICT COURT

By: Christopher S. Boyd
Honorable Christopher S. Boyd
Chief Judge

SAGINAW COUNTY
PROBATE COURT

By: Faye Harrison
Honorable Faye Harrison
Chief Judge

OFFICE AND PROFESSIONAL
EMPLOYEES
INTERNATIONAL UNION LOCAL 393

By: Vicki MacArthur
Vicki MacArthur, Chief Steward

By: Marna Pacanovsky
Marna Pacanovsky

By: Jean Allen
Jean Allen

By: Kenneth L. Sohn
Kenneth L. Sohn

By: Michael Szafirowski
Michael Szafirowski

By: Neal J. Wolensky
Neal J. Wolensky
Legal Counsel

COUNTY OF SAGINAW
ELECTED OFFICIALS

By: Mildred M. Dodak
Mildred M. Dodak
Register of Deeds

By: Marvin D. Hare
Marvin D. Hare
County Treasurer

By: Roland G. Niederstadt
Roland G. Niederstadt
County Clerk

By: Michael D. Thomas
Michael D. Thomas
Prosecuting Attorney

By: Walter J. Wendling
Walter J. Wendling
Public Works Commissioner

A: GRIEVANCE PROCEDURE

Section 1.

It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement involving any employees of the TENTH JUDICIAL CIRCUIT, 70TH DISTRICT COURT, or SAGINAW COUNTY PROBATE COURT, located in the Saginaw County Courthouse, shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the EMPLOYER and the UNION.

Section 2.

A grievance is any dispute, controversy, or difference between (a) the parties, (b) EMPLOYER and an employee or employees on any issues with respect to, on account of, or concerning the meaning, interpretation, or application of this Agreement, or any terms or provisions thereof.

- (a) A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated except grievances concerning the health and safety of employees.

Section 3.

Any grievance not initiated, taken to the next step, or answered within the time limits specified herein, will be considered settled on the basis of the last answer by the EMPLOYER, if the UNION does not move it to the next step within the time limits, or on the basis of the UNION'S last demand if the EMPLOYER fails to give its answer within the time limits. Time limits may be extended, in writing, by mutual agreement of the UNION and EMPLOYER.

Section 4.

Grievances will be processed in the following manner and within the stated time limits:

Step 1: An employee or designated member of a group of employees having a grievance may discuss the grievance with their immediate supervisor, or may request their Steward to discuss the grievance with their supervisor.

Step 2: The grievance shall be reduced to writing, be signed by the

aggrieved employee or groups of employees and by the Steward, and be presented to the department head within ten (10) working days of its occurrence or when the employee could reasonably have become aware of its occurrence, not including the day of occurrence. The grievance shall be prepared in detail and be dated. The department head will reply to the grievance in writing within ten (10) working days of the presentation of the written grievance, not including the day of presentation. If the department head is the Court Administrator, this step shall be waived.

Step 3: (a) If the grievance is not settled in Step 1., the written grievance shall be presented to the Court Administrator within ten (10) working days after the department head's response is given, not including the day the response is given. Four (4) representatives of the EMPLOYER, shall meet with no more than four (4) representatives of the UNION, one of which may be the aggrieved employee. The Court Administrator shall reply to the grievance in writing within ten (10) working days of the date of presentation.

(b) The UNION may initiate its grievance at this Step 3. of the grievance procedure and must process them through Step 3. before they are taken to Step 4. A UNION grievance is one in which a right given by this Agreement to the UNION as such is alleged to have been violated. Such grievances must be initiated within ten (10) working days of their occurrence or when the employee reasonably could be expected to become aware of the event or occurrence giving rise to the grievance, not including the day of occurrence. Any grievance by the EMPLOYEE against the UNION may be filed with the Chief Steward and shall be answered in writing within ten (10) working days of presentation, not including the day of presentation. If not settled by such answer, the grievance may be appealed to Step 4.

Step 4: Arbitration In the event of failure to adjust the grievance at this point, either party may, within ten (10) working days of a final decision, appeal to an impartial arbitrator. Notice of appeal of such grievances to the arbitrator by the UNION shall be given in writing to the EMPLOYER. In cases of appeal to the arbitrator by the EMPLOYER, notice of such appeal will be given in writing to the UNION. Upon receipt of the request for arbitration by either party, the other party shall be obliged to proceed in the following manner:

- (a) The parties shall attempt to agree upon an arbitrator.
- (b) If the parties fail to agree upon an arbitrator within five (5) working days from the date of receipt of the request for arbitration, the party requesting the arbitration shall, within five (5) working days, submit the matter to the American Arbitration Association asking for selection of an arbitrator in accordance with its voluntary labor arbitration rules then in effect.

The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining

agreement respecting the grievance in question, but he/she shall not have the power to change, alter, or modify the terms of the contract. The arbitrator shall also have the power and jurisdiction to determine whether or not a particular grievance, dispute, or complaint is arbitrable under the terms of this Agreement. In the event it is determined that such grievance, dispute, or complaint is not arbitrable, the matter shall be referred back to the parties without a recommendation.

The arbitrator shall conduct the hearing expeditiously and in a manner to obtain a clear understanding of the facts. The hearing shall be governed by the rules of the American Arbitration Association. Witnesses shall be granted time to attend the hearing and shall be encouraged to express themselves freely without fear of intimidation or reprisal.

The arbitrator shall submit a written report of the findings and recommendations to all interested parties within 30 calendar days after conclusion of the hearing.

The arbitrator's fees, his/her travel expenses, the filing fee, and the cost of any room or facility shall be borne equally by both parties, but the fees and wages of representatives, counsel, witnesses, or other persons attending the hearing shall be borne by the party incurring them.

Step 5: If either party refuses to comply with the recommendation of the arbitrator, the aggrieved party shall, within ten (10) working days of receipt of the arbitrator's recommendation, notify the other party in writing of its refusal to comply with the recommendation of the arbitrator. The written grievance shall then be presented to the Chief Judge of the Court from which the grievance arose within seven (7) working days after receipt of notice of refusal to comply with the recommendation of the arbitrator.

- (a) The Chief Judge shall then set a date for the hearing of the grievance, which date shall be no more than 30 days from date of submission of the grievance to the Chief Judge.
 - (1) In the case of the TENTH JUDICIAL CIRCUIT, the Chief Judge shall be the Hearing Judge. If the Chief Judge is involved in the grievance, the Hearing Judge shall be the alternate Chief Judge.
 - (2) In the case of the SAGINAW COUNTY PROBATE COURT, the Chief Judge shall be the Hearing Judge. If the Chief Judge is involved in the grievance, the Hearing Judge shall be the State Court Administrator.
 - (3) In the case of the 70TH DISTRICT COURT, the entire Court will set as the hearing panel, except for any Judge who was involved in the grievance, which Judge shall not participate.

- (b) The hearing shall be conducted in the manner prescribed by the Hearing Judge. The findings and recommendation of the arbitrator shall be admissible as evidence by either party. The Hearing Judge shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he/she or they shall not have the power to change, alter, or modify the terms of this contract. The Hearing Judge shall have the sole and exclusive power and jurisdiction to determine whether or not a grievance, dispute, or complaint is arbitrable under the terms of this Agreement. In the event it is determined that such grievance, dispute, or complaint is not arbitrable, the matter shall be referred back to the parties without decision. The decision of the Hearing Judge (or in the case of the 70TH DISTRICT COURT, a majority of the Judges who heard the grievance) shall be final and binding on both parties.

Section 5.

For the purposes of this Article, working days are defined as Monday through Friday excluding holidays.

Section 6.

Time limits may be extended in the grievance procedure by mutual agreement in writing.

B. MANAGEMENT SECURITY

Section 1.

No employee, UNION member or other agent of the UNION, shall be empowered to call, encourage, cause, or participate in or support any strike, work stoppage, or cessation of employment prohibited under Act 379, Public Acts of 1965. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge.

C. JUDGES' PERSONAL STAFF

Members of each Judge's personal staff, bailiffs, court clerks, court reporters, and secretaries, serve at the sole and unabridged discretion of the Judge to whom said employee is assigned. All of said positions shall be filled at the sole discretion of the Judge for whom said employee is to work. The members of the Judge's personal staff shall have the right to the grievance procedure as hereinabove set forth. No language dealing with transfers and/or bumping shall be applicable to the Judge's personal staff.

Section 2.

In the event a member of the Judge's personal staff is relieved of his/her position

for any reason other than discharge by the Judge for just cause, said employee will be treated as if he/she was laid off and he/she will have the rights granted under Article IX "LAYOFF AND RECALL".

The provisions of this Addendum shall supersede and take precedence over any provision of the Agreement hereinbefore set forth which is inconsistent with any provision of this Addendum.

SUPPLEMENT A

ARTICLE 12

VACATIONS

Section 1.

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

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

Employees with 3 but less than 5 years of service shall accrue vacation in the amount of 12 days per year.

Employees with 5 but less than 10 years of service shall accrue vacation in the amount of 14 days per year.

Employees with 10 but less than 15 years of service shall accrue vacation in the amount of 16 days per year.

Employees with 15 but less than 20 years of service shall accrue vacation in the amount of 18 days per year.

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

Section 2.

The number of day's vacation carried forward into a new calendar year shall not exceed the number of days earned during the previous calendar year, unless the employee was prevented from taking scheduled vacation due to illness, injury, or work requirement, then in that event the employee may carry forward said vacation time. Effective December 31, 1996, vacation hours carried forward into the new calendar year shall be unlimited and shall be converted into PTO hours effective January 1, 1997.

Section 3.

Upon termination of employment due to resignation, death, retirement, or dismissal, an employee or his/her estate shall be compensated in wages for all unused vacation leave through the date of termination that such employee has accrued.

Section 4.

Departmental vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of seniority employees within individual departments, each employee shall indicate on a yearly calendar his/her vacation request no later than January 31st. After January 31st, all employees who have failed to select their vacation time will take whatever time is available on a first come first serve basis. The department head will notify employees no later than February 28th of approval of vacation periods. Once a vacation is granted, change will be by mutual agreement only.

Section 5.

Vacation pay will be paid at the current rate of the employee at the time vacation is taken.

Section 6.

An employee may not waive vacation and receive extra pay in lieu thereof. The employee's termination date will not be extended by any accrued vacation days.

Section 7.

When a holiday observed by the EMPLOYER falls during an employee's scheduled vacation, the holiday will not be charged as a vacation day.

SUPPLEMENT B

ARTICLE 13

DISABILITY LEAVE

The Disability Leave Program shall be continued as follows through December 31, 1996.

- (a) Regular full time employees shall receive seven (7) personal days a year with no cash value or accumulation. Personal days may be taken in increments of one (1) hour or more and may be approved in no less than fifteen (15) minute

increments. Unused days shall be traded two (2) days for one (1) vacation day at year end to the closest hour if the employee has a balance of one-half (1/2) day or more.

- (b) Regular full-time employees with six (6) months or more of service shall be eligible for Short-term Disability subject to the following condition. An employee unable to work for reason(s) of accidental injury or hospitalization shall be paid seventy percent (70%) of his/her basic weekly gross wage for twelve (12) weeks, payable biweekly beginning the first work day of disability. Benefit shall begin on the seventh (7th) day of illness when hospitalization is not required. Absence due to reoccurrence of the same illness or injury shall be paid accordingly, except however, no more than the period described shall be paid for the same illness or injury. Accidental injury must be verified by a statement from the emergency room physician or a physician of the Employer's choice.
- (c) An employee who exhausts Short-term Disability payments and continues to be disabled as defined in (b) shall be eligible for Long-term Disability payments of fifty percent (50%) of his/her basic weekly gross wage for a period of two (2) years or the employee's seniority whichever is less, beginning the thirteenth (13th) week of disability. Absence due to reoccurrence of the same illness or injury shall be paid accordingly, except however, no more than the period described shall be paid for the same illness or injury.
- (d) Under no circumstances will an employee be eligible for benefits described in (b) or (c) except by Employer approved medical disability. Benefits will not be paid unless the employee submits the attending physician's certificate of disability stating the nature of illness or injury and anticipated period of disability. In all cases of alleged disability, the Employer retains the right to verify said certificate(s) and may refer the employee to a physician of its choice whenever it deems necessary at the Employer's expense. In the event the employee's doctor and the doctor retained by the County disagree, a third physician's opinion shall be obtained by a doctor mutually agreed to by the treating physicians. The third doctor's fee shall be paid by the County.
- (e) Disability payments shall terminate when the employee returns to regular work or restricted work if directed by medical authority and approved by the Employer; when the treating physician's statement of disability expires and an extension is not provided; when the employee retires under M.E.R.S. as a result of disability or normal service retirement.
- (f) Disability payments described herein shall be offset by any Social Security disability payment due or received by the employee.

An employee determined permanently disabled shall be obligated to apply for benefits from the Social Security Administration and in such case any Disability payments received by the employee from the Employer for any period paid by Social Security shall be repaid by the employee to the Employer.

- (g) All payroll deductions in effect immediately prior to disability will be deducted from Disability payments.
- (h) Frozen Sick Banks earned under the expired sick leave program shall be paid off at resignation, retirement or death with three (3) years service, up to one-half (1/2) of 120 days. In case of death it will be paid to the deceased employee's beneficiary.
- (i) Disability Leave shall be allowed in cases of illness or injury occurring during the vacation period. Evidence of such incapacity from the first day of such incapacity must, however, be provided to the satisfaction of the department head.
- (j) Frozen Sick Days earned under the expired sick leave program may be used to supplement short-term and long-term disability pay up to 100% of regular daily rate. Frozen sick days may also be used for the first five (5) days of disability once entitlement to short-term disability pay is established.
- (k) Reoccurrence of the same illness or injury referred to in (b) and (c) above shall pertain to a continuation of the same illness or injury and does not pertain to a new illness or injury of the same kind.

OPEIU EMPLOYEES

<u>JOB TITLE</u>	<u>GRADE</u>
Account Clerk I/II	T06-T08
Account Specialist	T10
Administrative Assistant	T14
Administrative Secretary	T10
Asset Forfeiture Secretary	T10
Assignment Clerk	T08
Assistant Med. Clerk/Reimb.Coord.	T08
Chief Account Clerk	T10
Chief Deputy Register	T11
Chief Investigator	T14
Clerk/Cashier	T09
Computer Operator	T11
Court Bailiff	T11
Court Coordinator	T11
Court Recorder	T10
Crew Leader	T11
Custodial Crew Leader	T08
Custodian	T05
Data Processing Coordinator	T11
Deputy Register	T10
District Courtroom Clerk	T09
District Court Recorder	T10
Drain Assessor/Clerk	T11
Election Specialist	T07
Field Supervisor-HVAC	T14
Field Supervisor-Structural	T14
Graphic/Computer Spec.	T10
Grounds Maintenance Leader	T11
Head Cashier	T12
Investigator-FOC	T13
Judicial Secretary	T13
Jury/Criminal Information Specialist	T09
Lead Pressman/Engr. Operator	T10
Maintenance Technician	T13
Maintenance Worker I	T05
Maintenance Worker II	T07
Maintenance Worker III	T09
Management Info. Specialist	T08
Microfilm Clerk	T05
Microfilm Technician	T10
Office Manager	T09
Office Manager/Bldg. Pricer	T10
Office Manager Maintenance	T11
Office Receivables Manager	T10
Office/Receivables Manager	T11
Parking Clerk	T08
Payable/Cashier	T12

Planning Service Asst.	T11
Prosecutor's Coordinator	T10
Property Tax Specialist/Data Processing	T12
Purchasing Assistant	T09
Receptionist-FOC	T08
Reproduction Service Aide	T09
Staff Assistant	T13
Steno-Secretary I	T08
Steno-Secretary II	T11
Support Clerk	T10
Support Medical Specialist	T10
Typist-Clerk I/II	T05/TO7
Typist-Clerk III	T09
Utility Worker	T06
Utility Worker-Juvenile	T06
Watchman	T03

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1995

CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	HIRE	6 MONTH	1 YEAR	2 YEAR	3 YEAR
TO1	\$13,287 511.04	\$13,708 527.23	\$14,126 543.31	\$14,613 562.04	\$15,092 580.46
TO2	\$13,824 531.69	\$14,309 550.35	\$14,791 568.88	\$15,331 589.65	\$15,750 605.77
TO3	\$14,427 554.88	\$14,907 573.35	\$15,393 592.04	\$15,874 610.54	\$16,411 631.19
TO4	\$14,968 575.69	\$15,510 596.54	\$16,053 617.42	\$16,593 638.19	\$17,130 658.85
TO5	\$15,571 598.88	\$16,113 619.73	\$16,654 640.54	\$17,342 667.00	\$17,796 684.46
TO6	\$16,174 622.08	\$16,714 642.85	\$17,315 665.96	\$17,913 688.96	\$18,517 712.19
TO7	\$16,954 652.08	\$17,556 675.23	\$18,159 698.42	\$18,819 723.81	\$19,479 749.19
TO8	\$17,796 684.46	\$18,459 709.96	\$19,118 735.31	\$19,781 760.81	\$20,502 788.54
TO9	\$18,700 719.23	\$19,358 744.54	\$20,079 772.27	\$20,804 800.15	\$21,523 827.81
TO10	\$19,599 753.81	\$20,383 783.96	\$21,221 816.19	\$22,064 848.62	\$22,905 880.96
TO11	\$20,620 793.08	\$21,523 827.81	\$22,425 862.50	\$23,324 897.08	\$24,231 931.96
TO12	\$21,942 843.92	\$22,903 880.88	\$23,866 917.92	\$24,832 955.08	\$25,791 991.96
TO13	\$23,266 894.85	\$24,286 934.08	\$25,311 973.50	\$26,335 1012.88	\$27,353 1052.04
TO14	\$24,648 948.00	\$25,727 989.50	\$26,815 1031.35	\$27,897 1072.96	\$28,977 1114.50
TO15	\$26,090 1003.46	\$27,232 1047.38	\$28,372 1091.23	\$29,518 1135.31	\$30,662 1179.31
TO16	\$27,597 1061.42	\$28,739 1105.35	\$30,004 1154.00	\$31,200 1200.00	\$32,461 1248.50

1996

(HIRED BEFORE EFFECTIVE DATE OF CONTRACT)

CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	HIRE	6 MONTH	1 YEAR	2 YEAR	3 YEAR
TO1	\$13,686	\$14,119	\$14,550	\$15,051	\$15,545
	526.38	543.04	559.62	578.88	597.88
TO2	\$14,239	\$14,738	\$15,235	\$15,791	\$16,223
	547.65	566.85	585.96	607.35	623.96
TO3	\$14,860	\$15,354	\$15,855	\$16,350	\$16,903
	571.54	590.54	609.81	628.85	650.12
TO4	\$15,417	\$15,975	\$16,535	\$17,091	\$17,644
	592.96	614.42	635.96	657.35	678.62
TO5	\$16,038	\$16,596	\$17,154	\$17,862	\$18,330
	616.85	638.31	659.77	687.00	705.00
TO6	\$16,659	\$17,215	\$17,834	\$18,450	\$19,073
	640.73	662.12	685.92	709.62	733.58
TO7	\$17,463	\$18,083	\$18,704	\$19,384	\$20,063
	671.65	695.50	719.38	745.54	771.65
TO8	\$18,330	\$19,013	\$19,692	\$20,374	\$21,117
	705.00	731.27	757.38	783.62	812.19
TO9	\$19,261	\$19,939	\$20,681	\$21,428	\$22,169
	740.81	766.88	795.42	824.15	852.65
T10	\$20,187	\$20,994	\$21,858	\$22,726	\$23,592
	776.42	807.46	840.69	874.08	907.38
T11	\$21,239	\$22,169	\$23,098	\$24,024	\$24,958
	816.88	852.65	888.38	924.00	959.92
T12	\$22,600	\$23,590	\$24,582	\$25,577	\$26,565
	869.23	907.31	945.46	983.73	1021.73
T13	\$23,964	\$25,015	\$26,070	\$27,125	\$28,174
	921.69	962.12	1002.69	1043.27	1083.62
T14	\$25,387	\$26,499	\$27,619	\$28,734	\$29,846
	976.42	1019.19	1062.27	1105.15	1147.92
T15	\$26,873	\$28,049	\$29,223	\$30,404	\$31,582
	1033.58	1078.81	1123.96	1169.38	1214.69
T16	\$28,425	\$29,601	\$30,904	\$32,136	\$33,435
	1093.27	1138.50	1188.62	1236.00	1285.96

1997

(HIRED BEFORE EFFECTIVE DATE OF CONTRACT)

CLASS	STEP 1 HIRE	STEP 2 6 MONTH	STEP 3 1 YEAR	STEP 4 2 YEAR	STEP 5 3 YEAR
TO1	\$14,097 542.18	\$14,543 559.33	\$14,987 576.40	\$15,503 596.25	\$15,918 612.22
TO2	\$14,666 564.08	\$15,180 583.85	\$15,692 603.54	\$16,265 625.57	\$16,710 642.68
TO3	\$15,306 588.68	\$15,815 608.25	\$16,331 628.10	\$16,841 647.71	\$17,410 669.62
TO4	\$15,880 610.75	\$16,454 632.86	\$17,031 655.04	\$17,604 677.07	\$18,173 698.97
TO5	\$16,519 635.35	\$17,094 657.46	\$17,669 679.56	\$18,398 707.61	\$18,880 726.15
TO6	\$17,159 659.95	\$17,731 681.98	\$18,369 706.50	\$19,004 730.90	\$19,645 755.58
TO7	\$17,987 691.80	\$18,625 716.37	\$19,265 740.97	\$19,966 767.90	\$20,665 794.80
TO8	\$18,880 726.15	\$19,583 753.21	\$20,283 780.11	\$20,985 807.12	\$21,751 836.56
TO9	\$19,839 763.03	\$20,537 789.89	\$21,301 819.29	\$22,071 848.88	\$22,834 878.23
TIO	\$20,793 799.72	\$21,624 831.69	\$22,514 865.91	\$23,408 900.30	\$24,300 934.61
TI1	\$21,876 841.39	\$22,834 878.23	\$23,791 915.04	\$24,745 951.72	\$25,707 988.72
TI2	\$23,278 895.31	\$24,298 934.53	\$25,319 973.83	\$26,344 1013.24	\$27,362 1052.38
TI3	\$24,683 949.34	\$25,765 990.98	\$26,852 1032.77	\$27,939 1074.57	\$29,019 1116.12
TI4	\$26,149 1005.72	\$27,294 1049.77	\$28,448 1094.14	\$29,596 1138.31	\$30,741 1182.36
TI5	\$27,679 1064.58	\$28,890 1111.17	\$30,100 1157.68	\$31,316 1204.47	\$32,529 1251.13
TI6	\$29,278 1126.07	\$30,489 1172.66	\$31,831 1224.27	\$33,100 1273.08	\$34,438 1324.54

1998

(HIRED BEFORE EFFECTIVE DATE OF CONTRACT)

CLASS	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
	HIRE	6 MONTH	1 YEAR	2 YEAR	3 YEAR	4 YEAR
TO1	\$14,519 558.44	\$14,979 576.11	\$15,436 593.70	\$15,968 614.14	\$16,395 630.58	\$16,887 649.50
TO2	\$15,106 581.01	\$15,636 601.37	\$16,163 621.65	\$16,753 644.33	\$17,211 661.96	\$17,727 681.82
TO3	\$15,765 606.35	\$16,289 626.50	\$16,821 646.94	\$17,346 667.14	\$17,932 689.71	\$18,470 710.40
TO4	\$16,356 629.07	\$16,948 651.84	\$17,542 674.69	\$18,132 697.38	\$18,719 719.94	\$19,280 741.54
TO5	\$17,015 654.41	\$17,607 677.18	\$18,199 699.95	\$18,950 728.84	\$19,446 747.93	\$20,030 770.37
TO6	\$17,674 679.75	\$18,263 702.44	\$18,920 727.70	\$19,574 752.83	\$20,235 778.25	\$20,842 801.60
TO7	\$18,526 712.56	\$19,184 737.86	\$19,843 763.20	\$20,564 790.94	\$21,285 818.65	\$21,923 843.21
TO8	\$19,446 747.93	\$20,171 775.80	\$20,891 803.51	\$21,615 831.34	\$22,403 861.65	\$23,075 887.50
TO9	\$20,434 785.92	\$21,153 813.59	\$21,940 843.86	\$22,733 874.34	\$23,519 904.58	\$24,225 931.72
TO10	\$21,416 823.71	\$22,273 856.64	\$23,189 891.89	\$24,110 927.31	\$25,029 962.64	\$25,780 991.52
TO11	\$22,532 866.63	\$23,519 904.58	\$24,505 942.49	\$25,487 980.27	\$26,478 1018.38	\$27,272 1048.93
TO12	\$23,976 922.17	\$25,027 962.56	\$26,079 1003.04	\$27,135 1043.64	\$28,183 1083.95	\$29,028 1116.47
TO13	\$25,423 977.82	\$26,538 1020.71	\$27,658 1063.76	\$28,777 1106.80	\$29,890 1149.61	\$30,786 1184.10
TO14	\$26,933 1035.89	\$28,113 1081.26	\$29,301 1126.96	\$30,484 1172.46	\$31,664 1217.83	\$32,614 1254.37
TO15	\$28,510 1096.52	\$29,757 1144.51	\$31,003 1192.41	\$32,256 1240.60	\$33,505 1288.67	\$34,511 1327.33
TO16	\$30,156 1159.85	\$31,404 1207.83	\$32,786 1261.00	\$34,093 1311.27	\$35,471 1364.28	\$36,535 1405.20

1996 EXPANDED

(HIRED AFTER EFFECTIVE DATE OF CONTRACT)

CLASS	STEP 1 HIRE	STEP 2 6 MONTH	STEP 3 1 YEAR	STEP 4 2 YEAR	STEP 5 3 YEAR	STEP 6 4 YEAR
TO1	\$13,287 511.05	\$13,686 526.38	\$14,119 543.04	\$14,550 559.62	\$15,051 578.88	\$15,545 597.88
TO2	\$13,824 531.70	\$14,239 547.65	\$14,738 566.85	\$15,235 585.96	\$15,791 607.35	\$16,223 623.96
TO3	\$14,427 554.89	\$14,860 571.54	\$15,354 590.54	\$15,855 609.81	\$16,350 628.85	\$16,903 650.12
TO4	\$14,968 575.69	\$15,417 592.96	\$15,975 614.42	\$16,535 635.96	\$17,091 657.35	\$17,644 678.62
TO5	\$15,571 598.88	\$16,038 616.85	\$16,596 638.31	\$17,154 659.77	\$17,862 687.00	\$18,330 705.00
TO6	\$16,174 622.07	\$16,659 640.73	\$17,215 662.12	\$17,834 685.92	\$18,450 709.62	\$19,073 733.58
TO7	\$16,954 652.09	\$17,463 671.65	\$18,083 695.50	\$18,704 719.38	\$19,384 745.54	\$20,063 771.65
TO8	\$17,796 684.47	\$18,330 705.00	\$19,013 731.27	\$19,692 757.38	\$20,374 783.62	\$21,117 812.19
TO9	\$18,700 719.23	\$19,261 740.81	\$19,939 766.88	\$20,681 795.42	\$21,428 824.15	\$22,169 852.65
TO10	\$19,599 753.81	\$20,187 776.42	\$20,994 807.46	\$21,858 840.69	\$22,726 874.08	\$23,592 907.38
TO11	\$20,620 793.09	\$21,239 816.88	\$22,169 852.65	\$23,098 888.38	\$24,024 924.00	\$24,958 959.92
TO12	\$21,942 843.91	\$22,600 869.23	\$23,590 907.31	\$24,582 945.46	\$25,577 983.73	\$26,565 1021.73
TO13	\$23,266 894.85	\$23,964 921.69	\$25,015 962.12	\$26,070 1002.69	\$27,125 1043.27	\$28,174 1083.62
TO14	\$24,648 947.98	\$25,387 976.42	\$26,499 1019.19	\$27,619 1062.27	\$28,734 1105.15	\$29,846 1147.92
TO15	\$26,090 1003.47	\$26,873 1033.58	\$28,049 1078.81	\$29,223 1123.96	\$30,404 1169.38	\$31,582 1214.69
TO16	\$27,597 1061.43	\$28,425 1093.27	\$29,601 1138.50	\$30,904 1188.62	\$32,136 1236.00	\$33,435 1285.96

1997 EXPANDED

(HIRED AFTER EFFECTIVE DATE OF CONTRACT)

CLASS	STEP 1 HIRE	STEP 2 6 MONTH	STEP 3 1 YEAR	STEP 4 2 YEAR	STEP 5 3 YEAR	STEP 6 4 YEAR
TO1	\$13,686 526.38	\$14,097 542.18	\$14,543 559.33	\$14,987 576.40	\$15,503 596.25	\$15,918 612.22
TO2	\$14,239 547.65	\$14,666 564.08	\$15,180 583.85	\$15,692 603.54	\$16,265 625.57	\$16,710 642.68
TO3	\$14,860 571.54	\$15,306 588.68	\$15,815 608.25	\$16,331 628.10	\$16,841 647.71	\$17,410 669.62
TO4	\$15,417 592.96	\$15,880 610.75	\$16,454 632.86	\$17,031 655.04	\$17,604 677.07	\$18,173 698.97
TO5	\$16,038 616.85	\$16,519 635.35	\$17,094 657.46	\$17,669 679.56	\$18,398 707.61	\$18,880 726.15
TO6	\$16,659 640.73	\$17,159 659.95	\$17,731 681.98	\$18,369 706.50	\$19,004 730.90	\$19,645 755.58
TO7	\$17,463 671.65	\$17,987 691.80	\$18,625 716.37	\$19,265 740.97	\$19,966 767.90	\$20,665 794.80
TO8	\$18,330 705.00	\$18,880 726.15	\$19,583 753.21	\$20,283 780.11	\$20,985 807.12	\$21,751 836.56
TO9	\$19,261 740.81	\$19,839 763.03	\$20,537 789.89	\$21,301 819.29	\$22,071 848.88	\$22,834 878.23
TI0	\$20,187 776.42	\$20,793 799.72	\$21,624 831.69	\$22,514 865.91	\$23,408 900.30	\$24,300 934.61
TI1	\$21,239 816.88	\$21,876 841.39	\$22,834 878.23	\$23,791 915.04	\$24,745 951.72	\$25,707 988.72
TI2	\$22,600 869.23	\$23,278 895.31	\$24,298 934.53	\$25,319 973.83	\$26,344 1013.24	\$27,362 1052.38
TI3	\$23,964 921.69	\$24,683 949.34	\$25,765 990.98	\$26,852 1032.77	\$27,939 1074.57	\$29,019 1116.12
TI4	\$25,387 976.42	\$26,149 1005.72	\$27,294 1049.77	\$28,448 1094.14	\$29,596 1138.31	\$30,741 1182.36
TI5	\$26,873 1033.58	\$27,679 1064.58	\$28,890 1111.17	\$30,100 1157.68	\$31,316 1204.47	\$32,529 1251.13
TI6	\$28,425 1093.27	\$29,278 1126.07	\$30,489 1172.66	\$31,831 1224.27	\$33,100 1273.08	\$34,438 1324.54

1998 EXPANDED

(HIRED AFTER EFFECTIVE DATE OF CONTRACT)

CLASS	STEP 1 HIRE	STEP 2 6 MONTH	STEP 3 1 YEAR	STEP 4 2 YEAR	STEP 5 3 YEAR	STEP 6 4 YEAR	STEP 7 5 YEAR
TO1	\$14,097 542.18	\$14,519 558.44	\$14,979 576.11	\$15,436 593.70	\$15,968 614.14	\$16,395 630.58	\$16,887 649.50
TO2	\$14,666 564.08	\$15,106 581.01	\$15,636 601.37	\$16,163 621.65	\$16,753 644.33	\$17,211 661.96	\$17,727 681.82
TO3	\$15,306 588.68	\$15,765 606.35	\$16,289 626.50	\$16,821 646.94	\$17,346 667.14	\$17,932 689.71	\$18,470 710.40
TO4	\$15,880 610.75	\$16,356 629.07	\$16,948 651.84	\$17,542 674.69	\$18,132 697.38	\$18,719 719.94	\$19,280 741.54
TO5	\$16,519 635.35	\$17,015 654.41	\$17,607 677.18	\$18,199 699.95	\$18,950 728.84	\$19,446 747.93	\$20,030 770.37
TO6	\$17,159 659.95	\$17,674 679.75	\$18,263 702.44	\$18,920 727.70	\$19,574 752.83	\$20,235 778.25	\$20,842 801.60
TO7	\$17,987 691.80	\$18,526 712.56	\$19,184 737.86	\$19,843 763.20	\$20,564 790.94	\$21,285 818.65	\$21,923 843.21
TO8	\$18,880 726.15	\$19,446 747.93	\$20,171 775.80	\$20,891 803.51	\$21,615 831.34	\$22,403 861.65	\$23,075 887.50
TO9	\$19,839 763.03	\$20,434 785.92	\$21,153 813.59	\$21,940 843.86	\$22,733 874.34	\$23,519 904.58	\$24,225 931.72
TO10	\$20,793 799.72	\$21,416 823.71	\$22,273 856.64	\$23,189 891.89	\$24,110 927.31	\$25,029 962.64	\$25,780 991.52
TO11	\$21,876 841.39	\$22,532 866.63	\$23,519 904.58	\$24,505 942.49	\$25,487 980.27	\$26,478 1018.38	\$27,272 1048.93
TO12	\$23,278 895.31	\$23,976 922.17	\$25,027 962.56	\$26,079 1003.04	\$27,135 1043.64	\$28,183 1083.95	\$29,028 1116.47
TO13	\$24,683 949.34	\$25,423 977.82	\$26,538 1020.71	\$27,658 1063.76	\$28,777 1106.80	\$29,890 1149.61	\$30,786 1184.10
TO14	\$26,149 1005.72	\$26,933 1035.89	\$28,113 1081.26	\$29,301 1126.96	\$30,484 1172.46	\$31,664 1217.83	\$32,614 1254.37
TO15	\$27,679 1064.58	\$28,510 1096.52	\$29,757 1144.51	\$31,003 1192.41	\$32,256 1240.60	\$33,505 1288.67	\$34,511 1327.33
TO16	\$29,278 1126.07	\$30,156 1159.85	\$31,404 1207.83	\$32,786 1261.00	\$34,093 1311.27	\$35,471 1364.28	\$36,535 1405.20



