

Agreement

Between

Judges of the Berrien County Trial Court

And

Berrien County Trial Court Misdemeanor Probation Officers

**Governmental Employees Labor Council
(GELC)**

Effective January 1, 2009, through December 31, 2011

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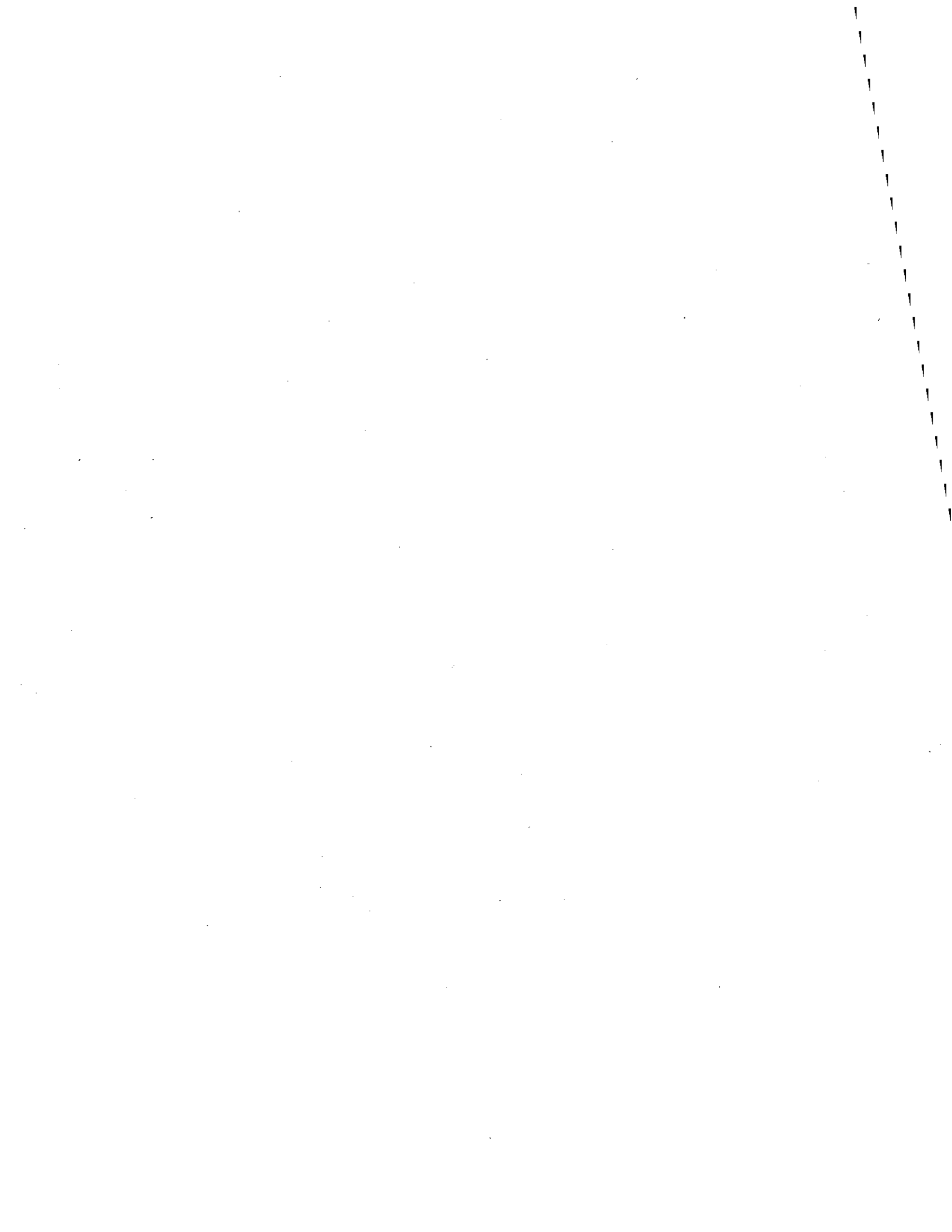
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A G R E E M E N T

THIS AGREEMENT is made and entered into this 27th day of October, 2008, effective January 1, 2009, by and between the JUDGES OF THE BERRIEN COUNTY TRIAL COURT, hereinafter referred to as the "Employer," and the GOVERNMENTAL EMPLOYEES LABOR COUNCIL, hereinafter referred to as the "Union."

PURPOSE AND INTENT

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

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

RECOGNITION

Section 1.1 Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees of the Employer included in the bargaining unit described below:

All of the Berrien County Trial Court Misdemeanor Probation Officers (formerly known as the Fifth District Court Probation Officers), but excluding Judges, Magistrates, Administrative and Supervisory Personnel including the Deputy Chief Probation Officer, Bailiffs, temporary employees and all other employees.

Section 1.2 Gender. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

REPRESENTATION

Section 2.1 Steward & Alternates. For purposes of contract administration and in the investigation and presentation of grievances, the Employer agrees to recognize one (1) employee as Steward selected from among the Probation Officers. The Steward so selected shall be designated by the Union as the Chief Steward. The Union may appoint an alternate Steward. The alternate shall function only in the absence of the Steward. Before recognition is granted, the Union shall advise the Employer in writing of the names of the Chief Steward, Stewards, and alternates, if any.

Section 2.2 Collective Bargaining Committee. The Collective Bargaining Committee shall consist of not more than two (2) non-probationary employees of the Bargaining Unit and not more than two (2) Governmental Employees Labor Council Representatives. This Committee shall meet with the Employer for purposes of contract negotiations. Before recognition is granted, the Union shall advise the Employer in writing of the names of the Collective Bargaining Committee, and alternates, if any.

Section 2.3 Union Representation Time for Collective Bargaining. Collective bargaining sessions shall be scheduled at mutually agreeable times, as provided by law. Union bargaining committee members who attend bargaining sessions during the times scheduled for work must secure permission to leave work from the Trial Court Administrator or designee and shall receive pay and benefits for such time.

Section 2.4 Access. An accredited Representative of Governmental Employees Labor Council will be granted admission to the Court during regular working hours for the purpose of investigating or adjusting grievances, provided notice is given in advance to the Employer. In no event shall any such Representative interfere with the normal operations of the Court.

MANAGEMENT RIGHTS

Section 3.1 Management Rights. It is hereby agreed that the customary and usual rights, powers, function, and authority of management are vested in the Berrien County Trial Court. These rights include but are not limited to those provided by statutes or law, along with the right to direct, hire, promote, transfer, and assign employees; to investigate, suspend, demote, discipline for cause, and terminate an employee's appointment to the Court for just cause; to increase or decrease the working force; to close or discontinue any or all operations; to determine the work to be performed, and the equipment and facilities to be used; to establish and/or change classifications or work and the methods, means, and procedures for performing the work; to subcontract work; to make and enforce reasonable rules and regulations relating to personnel policies, procedures, and working conditions; and to schedule hours and shifts of work, including overtime. It is expressly understood that the Berrien County Trial Court, herein referred to as the Employer, hereby retains and reserves all its inherent and customary rights. The Employer agrees that it will not exercise these rights in violation of any specific provision of this Agreement.

UNION MEMBERSHIP

Section 4.1 Names. Names of any and all employees hired by the Court for positions in the Bargaining Unit shall be furnished promptly to the Union by the Employer. Names of employees who leave the Bargaining Unit shall also be furnished to the Union.

Section 4.2 Union Membership. Membership in the Union is not compulsory. Employees who are included in the Bargaining Unit have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

Section 4.3 Union Representation. The Union is required under this Agreement to represent all of the employees in the Bargaining Unit fairly and equally without regard to whether or not an employee is a member of the Union.

Section 4.4 Present Members. All present members of the Bargaining Unit for whom the Union has been designated the exclusive bargaining agent in Section 1.1 of this Agreement shall, as a condition of employment, become a member of the Union or pay a representation fee.

Section 4.5 New Members. All new employees who qualify as members of the Bargaining Unit, as defined in Section 1.1 and who have been employed for sixty (60) days shall become members of the Union or pay a representation fee.

Section 4.6 Check-Off.

(a) The Employer agrees that regular monthly dues or representation fee of the Union will be deducted from the pay of each employee who files with the Payroll Division of the County Clerk's office a check-off authorization form which has been executed by the employee. Such amounts shall be promptly remitted to the Union's Treasurer on a monthly basis, together with a list of the employees who authorized such deduction.

(b) The Employer shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than actual dues or representation fee deductions made from employees' wages, to the extent such wages are sufficient to cover such dues after withholding and all other deductions are made.

Section 4.7 Indemnification. The Union agrees to indemnify and hold the Employer, its officers, agents and employees harmless from and against any and all claims, demands, suits and other forms of liability arising under or pursuant to the Union Security and/or Check-Off provisions of this Article.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1 Definition of Grievance. A grievance is defined as a dispute over the meaning and application of this Agreement or a claim of a violation of a specific provision or provisions of this Agreement, which is raised by an aggrieved employee or by the Union during the term of this Agreement.

Section 5.2 Union Representation Time for Grievances.

(a) It is expressly agreed that any Steward involved in a grievance, or the Chief Steward, when released from work by the immediate supervisor or Trial Court Administrator or designee for necessary time to process a grievance, shall suffer no loss of pay or benefits for such work time lost. The term "process" shall be interpreted to mean: meeting with Employer representatives and with the employee or employees involved in the grievance, including employees who are witnesses to the events.

(b) No Steward (including the Chief Steward) shall absent himself from his scheduled and assigned work without the expressed prior approval of his supervisor. If the supervisor refuses such permission upon request, the supervisor will make arrangements for the release of the Steward as soon as it is possible for him to do so. In this event, any time limits contained in this grievance procedure shall begin only when the Steward is released.

Section 5.3 Grievance Procedure. All grievances shall be processed in accordance with the following procedures.

(a) Any grievance filed shall refer to the specific provision or provisions of this Agreement alleged to have been violated; it shall set forth the facts pertaining to such alleged violations and the specific events giving rise to alleged violations, and it shall state the relief sought.

(b) It is agreed that any grievance must be presented within ten (10) working days from the event that caused the grievance or the grievant's first knowledge thereof. Back pay shall be limited to the amount of the wages the employee would have earned, within the foregoing limitation, less any amount received by him from unemployment compensation or from employment he otherwise would not have had. Monetary settlements awarded to an employee outside the realm of arbitration, as defined in Section 5.6, must be approved by the Trial Court Chief Judge before they shall be final.

(c) Verbal Procedure. An employee and/or the Steward may discuss a grievance with the employee's Supervisor. The Employer shall designate the Chief Probation Officer as the Supervisor for the Probation Officers for this step of the Grievance Procedure, and the Supervisor shall give his verbal decision not later than the end of the third (3rd) working day following the discussion. If the grievance is thus satisfactorily settled, the settlement

shall be reduced to writing no later than the end of the second (2nd) working day following the last discussion of it. The settlement shall be given to the employee, the Steward, and the Trial Court Administrator or designee.

(d) Written Procedure.

Step 1. If the grievance is not settled through the verbal procedure above, it may be reduced to writing on the approved grievance form, shall state the date it was denied by the Supervisor in the verbal procedure, shall be signed by the employee and the Steward, and shall be presented to the Trial Court Administrator or designee provided that such must be done no later than the end of the fifth (5th) working day following denial of the grievance in the verbal procedure, failing which it will be deemed to have been withdrawn permanently. The Trial Court Administrator or designee, as appropriate, shall endorse the Union's copy of the grievance to show the date of receipt. The Trial Court Administrator or designee, shall render his written disposition of any grievance so filed no later than the end of the third (3rd) working day following the day of his receipt of the grievance, and he shall give a copy of his disposition to the employee's Steward who shall endorse the Trial Court Administrator's or designee's or Judge's, as appropriate, copy to indicate receipt by the Union of such disposition and the date of such receipt.

Step 2. If the grievance is not settled in Step 1, it may be appealed by the Chief Steward submitting the grievance to the Trial Court Chief Judge and/or his designated representative no later than the end of the third (3rd) working day following the receipt of the grievance disposition in Step 1, failing which it will be deemed to have been permanently withdrawn. The Trial Court Chief Judge and/or his representative shall endorse the Union's copy of the grievance to show the date of receipt. If the Chief Steward requests a meeting with the Trial Court Chief Judge and/or his representative, such request shall be in writing and submitted to the Trial Court Chief Judge along with the grievance. A meeting shall be scheduled upon request within twenty (20) calendar days after the grievance is submitted, and either Party may have present at such meeting its attorneys, consultants or non-employee representatives, as it selects. The Trial Court Chief Judge and/or his representative shall give his written disposition of the grievance to the Chief Steward within ten (10) working days following such meeting. If a request for a meeting is not made, the Trial Court Chief Judge and/or his representative shall give his written disposition of the grievance to the Chief Steward within ten (10) working days following the day of his receipt of the grievance.

Section 5.4 Arbitration Request. If the grievance disposition given in Step 2 is not satisfactory, and if the grievance is arbitrable, the Union may elect to take the grievance to

arbitration. If it does not do so in the manner herein provided, the grievance shall be deemed to have been settled on the basis of the disposition given to it in Step 2. If the Union wishes to appeal denial of a grievance in Step 2, a representative of Governmental Employees Labor Council shall, within thirty (30) calendar days after the date of the Employer's disposition in Step 2, notify the Chief Judge in writing that it elects to take the matter to arbitration.

Section 5.5 Selection of Arbitrator. Within ten (10) working days of the receipt of notice of the Union's intent to arbitrate, the Parties shall attempt to agree mutually upon an arbitrator, who shall decide the grievance. If no agreement is reached, then the Union shall request the Federal Mediation and Conciliation Service for its assistance in selecting an arbitrator according to its rules and regulations.

Section 5.6 Arbitrator's Powers. The Employer, the employees, the Union, and the independent arbitrator shall be subject to the following:

(a) The arbitrator shall be empowered to rule only on a grievance(s) which involves an interpretation, application, or claim of violation of this Agreement.

(b) The arbitrator shall not add to, subtract from, ignore, or change any of the provisions of this Agreement.

(c) It shall not be within the jurisdiction of the arbitrator to change an existing wage rate or rule upon the exercise of the Employer's rights not otherwise specifically abridged by this Agreement.

(d) In suspension or discharge cases, the Employer shall bear the burden of establishing just cause for the imposition of discipline. The arbitrator shall not substitute his judgment for that of the Employer as to the severity of the penalty selected unless the Union proves that the Employer acted arbitrarily, capriciously and without reason. Any modification of a penalty must be supported by express written findings of fact justifying the modification. The arbitrator's failure to so justify a modification, or the substitution of his or her judgment for that of the Employer as to the reasonableness of any penalty without an express finding that the Employer acted arbitrarily, capriciously and without reason shall render his or her decision appealable and subject to vacating in a court of law. If either party appeals an arbitrator's decision modifying a disciplinary penalty and such appeal is denied, that party shall pay to the prevailing party its reasonable costs and fees, including attorneys fees, incurred in defending such appeal.

(e) The arbitrator's decision on an arbitrable matter within his jurisdiction shall be final and binding upon the employees, the Union, and the Employer, provided, however, that either Party retains all legal rights to challenge arbitration

and decisions thereof, where the award was procured by fraud or undue means or where the arbitrator was guilty of misconduct or exceeded his powers or jurisdiction.

(f) The cost of arbitration shall be shared equally between the Employer and the Union in the case of a divided award. The Union shall bear the cost of arbitration if the grievance is denied, and the Court shall bear the cost of arbitration if the grievance is sustained.

Section 5.7 Time Limits.

(a) If the Employer representative fails to provide disposition of a grievance within any time limit set forth for him therein, the grievance shall be automatically advanced to the next step. Saturday, Sunday, and recognized holidays shall not be considered as working days in any part of this grievance procedure.

(b) The time limit requirements as set forth herein may be waived only by mutual consent between the Parties. Any such waiver shall be in writing and shall be signed by a representative of both the Union and the Employer.

SENIORITY

Section 6.1 Seniority.

(a) Length of Service. Length of service shall be defined as the length of continuous service since the employee's most recent date of hire with the Court, any predecessor court, the County of Berrien, or any agency thereof, for the purpose of computing benefits, e.g., vacations, accumulation of sick leave, pension, etc.

(b) Definition of Seniority. Seniority shall be defined as length of continuous service with the Employer as a permanent employee since the employee's most recent date of hire. Seniority shall be applied only as specifically set forth in this Agreement.

(c) Probationary Period. Probation Officers shall be on probation for the first twelve (12) months of their employment, beginning with the first day of work within the unit. Probationary employees may be terminated or laid off at the sole discretion of the Court and said termination or layoff shall not be subject to the grievance procedures of this Agreement.

Section 6.2 Transfer. If an employee is transferred to a position with the Employer which is not included in the Unit covered hereby, and he is thereafter transferred again or transfers to an open position within this unit by the Employer, he shall upon return be credited with the seniority he held prior to leaving the unit, but shall not be allowed to utilize his seniority in a layoff situation for a period of one (1) year from the date of his return.

Section 6.3 Seniority Lists.

(a) The seniority list on the date of this Agreement will show the dates of hire, names, and job titles of all employees of the Unit entitled to seniority.

(b) The Employer will keep the seniority list up-to-date and will provide the Chief Steward with one up-to-date copy upon request (but not more than four times annually).

(c) In the event that two or more employees have the same seniority date, the individual having the lowest last four digits in his Social Security number shall have ranking seniority.

(d) The Employer agrees to provide seniority lists without any charge to the Union.

Section 6.4 Loss of Seniority. Seniority shall be broken and employment terminated when an employee:

(a) Quits;

(b) Has been terminated;

(c) Is absent for three (3) consecutive workdays without notifying the Employer of the reason for his absence and without subsequent permission from the Employer to be absent; provided, however, that permission will not be unreasonably withheld;

(d) Fails to report to work for three (3) consecutive workdays at the termination of an authorized leave of absence without permission from the Employer;

(e) Fails to contact the Employer within five (5) calendar days following receipt of recall or fails to return to work within fourteen (14) calendar days following receipt of notice of recall, or the date specified in the notice of recall, whichever is later;

(f) The employee provides a false reason for requesting a leave of absence;

(g) The employee retires;

(h) The employee is on layoff for a period equal to his length of seniority or twenty-four (24) consecutive months, whichever is less.

Section 6.5 Job Postings.

(a) Vacancies for regular positions in the Bargaining Unit shall be posted on the Employer bulletin board for five (5) working days. For informational purposes, the posting shall contain the minimum qualifications for the job. Employees who wish to be considered for such positions may apply in writing within the five (5) working day period with the Trial Court Administrator or designee. Temporary vacancies or vacancies created by leaves of absence or vacations shall not be posted.

(b) The Employer may fill a vacancy or new position on a temporary basis during the time necessary to fill the job on a regular basis.

LAYOFF AND RECALL PROCEDURE

Section 7.1 Layoff Procedure. When it becomes necessary at the sole discretion of the Employer to lay off any employee because of lack of work or lack of funds, the Employer will notify the employee fourteen (14) calendar days in advance, and the following procedure shall be used:

(a) If it becomes necessary for the layoff of any employees, extra-hire and temporary employees shall be laid off first and then employees with least seniority, provided that the remaining employees in the department have the necessary skills, ability, and qualifications to perform the duties in that department, in the opinion of the Employer.

(b) Seniority for a laid-off employee shall continue to accrue for the first thirty (30) calendar days only.

(c) Benefits shall not be paid nor shall they accumulate beyond the end of the calendar month following the month in which an employee is laid off. Thereafter, an employee must pay the required insurance costs during layoff in order to maintain insurance coverage, as provided in Section 13.3, below.

Section 7.2 Recall Procedure. When an employee is to be recalled, the following procedure will be used:

(a) When a position is reinstated, the most senior employee from that classification shall be recalled first.

(b) When employees on layoff are to be recalled, the Employer will send a certified letter to the last address of record in the Personnel Department, notifying the employee of his recall to work and the date of his return. This will be done, even if the employee or spouse has also been contacted by phone or otherwise.

(c) An employee who fails to contact the Employer within five (5) working days following receipt of a recall, as provided in Section 6.4(e), shall be considered to have quit.

(d) An employee who fails to return to work within fourteen (14) days following receipt of notice of recall, or the date specified in the notice of recall, whichever is later, shall be considered to have quit, as provided in Section 6.4.

WORKWEEK

Section 8.1 Workweek. The workweek shall be thirty-seven-and-one-half (37-1/2) hours, so that an employee will normally have available nineteen-hundred-fifty (1950) hours of work in a year. The Employer shall determine the schedules of work.

Employees may from time to time be required by the Employer or scheduling supervisor to work a schedule which varies from the normal seven-and-one-half (7-1/2) hour workday and/or normal thirty-seven-and-one-half (37-1/2) hour workweek. Such variances shall be handled as follows:

(a) Employees who in regular course of employment work with prior approval in excess of forty (40) hours a week shall receive time and one-half pay. For those hours between thirty-seven-and-one-half (37-1/2) and forty (40) hours employees shall receive straight time pay.

(b) In cases of emergencies where an employee, because of the nature of the work, cannot obtain prior approval and makes judgment that he must render services, he will confer with his immediate supervisor the following workday, and this time will be recorded.

(c) The employee may, with the approval of the Employer, elect to utilize compensatory time off, credited at the appropriate rate, in lieu of pay. The utilization of accrued compensatory time off shall be based on the scheduling needs of the Employer.

(d) Employees who must travel for approved training outside of their normal work hours shall be compensated at a rate of straight time for straight time for up to a maximum of three hours per training day. No compensation will be allowed when an employee elects to travel on the day of training when overnight lodging is made available by the employer. An employee may request compensatory time in lieu of payment, and if the request is granted, the comp time earned shall be utilized within the same pay period. Compensatory time earned but not utilized within the same pay period shall be paid at the straight time rate.

Section 8.2 Working Day. The regular full working day for all employees in this Bargaining Unit shall consist of seven-and-one-half (7-1/2) hours per day.

Section 8.3 Full Workweek. The regular full workweek for all employees in this bargaining unit shall generally be Monday through Friday, 8:30 a.m. to 5:00 p.m. A deviation from the general work hours of 8:30 a.m. to 5:00 p.m. may be allowed with prior supervisor approval. It is understood that the intent of this provision is to continue a 37-1/2 hour normal work week with flexibility of providing services. Upon approval of the supervisor and/or the Employer, said normal working hours for that employee will be adjusted for that week.

Section 8.4 Lunch Period. Employees shall be allowed sixty (60) minutes off without pay for lunch, to be taken at or near the midpoint of their shifts.

Section 8.5 Rest Periods. The employer will attempt to schedule the work day of an employee so that adequate rest periods are provided. Each employee shall be entitled to a fifteen (15) minute break as near to the middle of the first half of the work day as possible. Each employee shall be entitled to a second

fifteen (15) minute break as near to the middle of the second half of the work day as possible.

Section 8.6 Weekend or Holiday Court.

(a) Employees required to work the sixth (6th) day of the week, usually Saturday, shall be paid time-and-one-half (1-1/2) the employee's hourly rate of pay for the hours worked.

(b) Employees required to work the seventh (7th) day of the workweek, usually Sunday, shall be paid two (2) times the employee's hourly rate for the hours worked.

(c) Employees required to work on any holiday listed in Section 11.1 shall be paid two (2) times the employee's hourly rate plus their regular rate for the hours worked.

(d) The employee may, with the approval of the Employer, elect to utilize compensatory time off credited at the appropriate rate in lieu of pay. The utilization of accrued compensatory time off shall be based on the scheduling needs of the Employer.

(e) Probation Officers who are called at their residence after regularly scheduled working hours regarding a probation client shall be granted a minimum of one (1) hour of pay at time and one-half (1 and 1/2) their regular straight time rate of pay.

Section 8.7 Scheduled Weekend or Holiday Work. The Employer and the Union agree that the practice of members of the Bargaining Unit being able to exchange scheduled weekend work shall continue, provided the employee exchanges with someone who is trained to do the work assigned.

Section 8.8 Computation of Benefits. All straight time hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

Section 8.9 Temporary Assignments.

(a) Employees, who are assigned temporarily to fill a vacancy due to the absence or unavailability of another employee in a higher classification, for a period of five (5) consecutive workdays, or ten (10) cumulative workdays within a sixty (60) day period, shall be paid at the higher grade and at the current Step of the schedule which affords the employee at least a five (5%) percent increase in pay over his former rate of pay from the first day of the assignment.

(b) Following such temporary assignment, the employee shall be returned to his former classification, department, and rate of pay with seniority credit for the time spent in the higher classification. Such assignment shall not exceed six (6) months except on mutual agreement between the parties.

WAGES

Section 9.1 Salary Schedule. Effective January 1, 2009, salaries will be paid in accordance with the salary schedule attached hereto and made a part of this Agreement as Exhibit A.

LEAVES OF ABSENCE

Section 10.1 Paid Sick Leave. Employees shall be eligible for sick leave at their regular straight-time rates of pay in accordance with the provisions of this section. Sick leave shall be allowed at the rate of 3.8 hours per pay period. Sick leave may accumulate to a maximum total of 150 days (1,125 hours). Unused sick leave is not payable upon separation. Accumulated and unused sick days shall, at the time of employee's retirement, be added and counted as days worked for purposes of calculating pension benefits. The maximum time to be thus allowed will be six (6) additional months credited service (e.g. based upon 130 days of accumulated, unused sick days). Sick leave does not accrue during any unpaid leave of absence, including a medical leave of absence, during a suspension without pay, or during a layoff.

(a) Employees shall report their absences before or at the beginning of their normal working day by using a designated telephone number, or as otherwise may be determined by the Trial Court Administrator or designee.

(b) An employee eligible for sick leave with pay may use such sick leave, when arranged for and approved by the Trial Court Administrator or his designee, when the employee is absent because of personal sickness or injury. Employees may be required to furnish satisfactory evidence of illness, where illness exceeds three (3) working days. The submission of a doctor's certificate or report from the employee's treating physician shall be considered satisfactory evidence for the purpose of this section.

(c) An employee may use accumulated sick leave, when approved by the Trial Court Administrator or designee, for unusual circumstances or emergencies that may exist in the immediate family or for personal medical or dental appointments.

(d) Employer and Union subscribe to intentions outlined in Family Medical Leave Act as per Berrien County Policy #4080 titled Family and Medical Leave of Absence dated February 19, 2008.

Section 10.2

(a) **Medical Leave of Absence Without Pay.** An employee who has a serious medical condition may be granted a medical leave of absence beyond the twelve (12) weeks allowed under FMLA. Total time off shall not exceed six (6) months of time, unless the Employer at its discretion grants extensions to the original six month medical leave. The employee must request leave with valid

proof from his treating physician that such a leave is warranted. The employee may be required to submit to a physical examination by a physician designated by the Employer. The expense of such examination shall be paid by the Employer. Employees must exhaust all their accumulated sick leave prior to the granting of a medical leave of absence without pay. Said leave will be without pay and benefits. An employee must pay the required insurance costs during an unpaid leave in order to maintain insurance coverage, as provided in Section 13.3, below.

(b) **Personal Leave of Absence Without Pay.** Employees may be granted a Personal Leave of Absence without pay or benefits at the discretion of the Employer. An employee must pay the required insurance costs during an unpaid leave in order to maintain insurance coverage, as provided in Section 13.3 below. A request for a personal leave of absence shall be in writing on the required form and signed by the employee. Requests for personal leave of absence should normally be filed at least thirty (30) days before such leave is desired. Personal leaves of absence shall not exceed ninety (90) calendar days. Extensions may be granted for an additional thirty (30) calendar days.

If an employee does not return to work at the end of any approved leave of absence, the employee shall be considered as having voluntarily quit, as provided in Section 6.4 above, unless contrary arrangements have been made with the Employer.

(c) **Sick Leave, Vacation and Pension Accruals.** Sick leave, vacation, and credited pension time does not accrue during any unpaid leave of absence.

Section 10.3 Bereavement Leave. In case of the death of an employee's spouse, children, grandchildren, or parents, the employee shall be granted five (5) working days leave of absence with pay to attend the funeral and to take care of pre- and post-funeral arrangements.

In case of death in his extended family, an employee shall be granted a leave of absence with pay to attend the funeral, provided that such leave shall not exceed three (3) working days. Extended family shall be defined as the grandparents, sisters, brothers, step-parents, step-sisters, step-brothers, step-children, brother-in-law, sister-in-law, and his spouse's parents, spouse's grandparents, or any other relative residing in the employee's household.

In the event of lengthy travel, sick leave up to a maximum of three (3) days may be used in addition to the above. Upon request, additional bereavement time may be granted to an employee at the sole discretion of the Trial Court Administrator or designee.

Section 10.4 Personal Leave Day. An employee is entitled to two (2) personal leave days during each anniversary year (based on

date of hire). One (1) personal leave day will not be subtracted from accumulated sick leave and one (1) personal leave day will be subtracted from accumulated sick leave, if used. A personal leave day may not be taken in conjunction with a paid holiday or scheduled vacation, unless approved by the Trial Court Administrator or designee. Personal leave days must be requested at least one (1) day in advance.

HOLIDAYS

Section 11.1 Holidays. For the purpose of this Agreement the following days shall be recognized as holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday of January
President's Day	Third Monday of February
Spring Holiday	Good Friday
Memorial Day	Last Monday of May
Independence Day	July 4
Labor Day	First Monday of September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving	Friday after Thanksgiving
Extra Christmas Holiday	Varies*
Christmas Day	December 25

* The Extra Christmas Holiday is to be the last working day before the day on which Christmas is celebrated, except when said day is a Monday or Thursday in which case the extra Holiday will be the day after Christmas is celebrated.

If any of the above holidays fall on a Sunday, then the Monday following shall be considered as the legal holiday. If any of the said holidays falls on Saturday, then the Friday preceding shall be considered as the legal holiday. No holiday pay will be paid to an employee for any holiday while he is on an unpaid leave of absence, or while he is laid off.

Section 11.2 Holiday Eligibility. In order to be eligible for such holiday pay, an employee must work the full number of scheduled work hours, as provided for in Section 8.8, on the last scheduled workday before and the first scheduled workday after the holiday, unless excused in writing by the Employer.

Section 11.3 Holiday During Paid Leaves. Holidays falling within the period of vacation leave or sick leave shall not be counted as a vacation or sick leave day in computing such leave.

Section 11.4 Change in Holidays. If any of the above holidays is changed during the term of this Agreement through legislation

and/or a Court Administrative Order, it is agreed by the Parties to amend said holiday schedule to conform with said legislation and/or Court Administrative Order.

VACATIONS

Section 12.1 Vacation Eligibility. Eligibility for vacations will be based on Section 6.1(a), Length of Service.

Section 12.2 Vacation Benefits.

(a) Vacation leave will accumulate per pay period according to the following schedule.

2.9 hrs. per pay period - from date of hire to the 4th anniversary date.

4.4 hrs. per pay period - beginning with the employee's 4th anniversary.

5.8 hrs. per pay period - beginning with the employee's 14th anniversary.

7.2 hrs. per pay period - beginning with the employee's 20th anniversary.

(b) Employees may use vacation as it is accumulated pursuant to Section 12.3.

(c) Vacation may accumulate up to but not exceeding two hundred twenty-five (225) hours or thirty (30) days. Employees will be paid for accumulated vacation upon separation.

Section 12.3 Vacation Scheduling. Employees shall submit their written request for vacation to the Trial Court Administrator or designee prior to March 1 of each year, and it shall be confirmed not later than April 1 of each year. The Trial Court Administrator or designee shall determine the number of employees who may be absent at any one time from the Court. In the event there is a conflict in scheduling vacation, seniority shall prevail. Employees who fail to give the Employer proper notice shall forfeit the seniority preference to those who have given proper notice.

Section 12.4 Additional Compensatory Time. Three point seven five (3.75) additional compensatory hours will be awarded to an employee who has not used sick leave or been late during each calendar quarter.

INSURANCE AND PENSION

Section 13.1 Health Care Insurance. The employer shall maintain hospitalization and medical insurance for all full-time employees and their dependents. This insurance shall provide coverage as

outlined in Appendix "B". Employees shall contribute twelve percent (12%) of the monthly premium toward health care costs effective January 1, 2009. Effective January 1, 2011, employees shall contribute fifteen percent (15%) of the monthly premium toward health care costs. Coverage shall begin after the employee has completed ninety (90) days of continuous employment for the Court.

(a) Effective January 1, 2009, members of the bargaining unit and their eligible dependents shall be reimbursed up to a maximum of eight hundred-fifty dollars (\$850.00) per calendar year per family for combined dental and vision costs. The maximum combined dollar limit beginning, January 1, 2011 will increase to nine-hundred dollars (\$900). These costs shall be paid by the County Personnel Department pursuant to County policy and pursuant to paid receipts submitted by the employee. This reimbursement program shall not be construed as an insurance program or plan, and it is available to reimburse only those costs not otherwise covered by another plan or program.

(b) Receipts must be received no later than the last day of the quarter in which service was rendered. If received after that day, consideration for payment will be delayed until the end of the quarter in which the submission occurs. Reimbursement will be issued on the third Thursday immediately following the close of the quarter. Receipts should be submitted to the County Administration Office, Administration Center, St. Joseph. All services must be rendered by a properly licensed Doctor of Dental Surgery (DDS or MD/DDS, for dental), or Optometrist or Doctor of Ophthalmology (for optical). Receipts must show the date of service, the service performed, for whom the service was performed, the cost of the service, and the amount of the patient's payment.

(c) If coverage for an employee or his/her dependent is available through his/her spouse, an Explanation of Benefits (EOB) form from the spouse's plan must accompany the receipt. The employee will be reimbursed for the difference between the charge(s) shown on the receipt and the amount paid by the spouse's plan (as shown on the EOB).

(d) The County reserves the right to contact the DDS, Optometrist or Dr. of Ophthalmology to confirm and/or clarify the information contained on the receipt.

(e) The County reserves the right to deny reimbursement for any claim for which inadequate information is provided by either the licensed Doctor of Dental Surgery (DDS or MD/DDS, for dental), or Optometrist or Doctor of Ophthalmology (for optical), or the employee.

Section 13.2 Life Insurance. The County shall pay to a reputable insurer of its choosing the required premium to provide group term life insurance coverage in the amount of \$50,000.00 to all full-time employees covered by this Agreement. Coverage

shall begin after the employee has completed ninety (90) days of employment, and it remains in effect through the employee's last day of work as a full-time employee.

Section 13.3 Continuation/Termination of Insurance Coverage.

Insurance coverage continues through the employee's last day of work. Employees who terminate their employment may continue insurance coverage by paying the actual cost of such coverage in accordance with the Consolidated Omnibus Budget Reconciliation Action (COBRA). Employees who are on Leaves of Absence Without Pay, on suspension without pay, or on layoff without pay may continue insurance coverage by paying the actual cost of such coverage for the duration of the Leave of Absence Without Pay, suspension, or layoff without pay. Failure to prepay any month's premium to the Personnel Department by the 15th of the month prior to the month of coverage results in loss of benefits; once lost, the benefits cannot resume until the employee returns to work. Such insurance shall be continued only for the periods prescribed and the extent allowed by the applicable policy or policies of insurance.

Section 13.4 Health Care Insurance for Retirees. Employees who retire under the auspices of the County Retirement System, and who immediately receive a pension payment, may elect to be covered under the Hospitalization, Surgical, Medical Plan offered to County retirees, provided the retiree pays fifty percent (50%) of the single subscriber rate. Dependent coverage is available with the entire cost to be the responsibility of the retiree.

Section 13.5 Insurance Dispute. A dispute between an employee or retired employee and the insurance carrier over insurance benefits to be provided pursuant to Section 13.1 and Section 13.2, shall be excluded from the grievance and arbitration procedure contained in this Collective Bargaining Agreement.

Section 13.6 Workers' Compensation.

(a) Claims for medical expenses or lost time and weekly disability benefits for time lost from work due to work-related injuries or illness are established by the Workers' Disability Compensation Act (Act 317 of 1969, being MCL 418.101 et seq., amended).

(b) Application for a Workers' Compensation Disability Leave shall be made on forms provided by the County, shall state the reason for the leave, shall specify the proposed beginning and ending dates of the requested leave, and shall be signed by the employee and his physician.

(c) An employee may use accumulated sick leave and/or vacation allowance on a pro rata basis to supplement weekly disability benefits in order to maintain his pay at its present

level. If he chooses to do this, he continues to accrue sick leave and/or vacation allowance on the same pro rata basis. Otherwise vacation allowance, sick leave benefits, credited service in the Berrien County Amended Retirement Plan, and credited service for Step Increases do not accrue during Workers' Compensation Disability Leave.

(d) A Workers' Compensation Disability Leave by law may continue for an indefinite period of time. However, the employment relationship with the County shall end after an employee's absence for two (2) years.

(e) When an employee on a Workers' Compensation Disability Leave is able to return to work, he will be returned to his former job, if he is able to perform such duties; and the person who has been hired into such former position may exercise all other rights provided through this Contract.

(f) A dispute over any matter related to payment of benefits under the Workers' Disability Compensation Act shall be excluded from the grievance and arbitration procedure in this Collective Bargaining Agreement.

Section 13.7 Short Term Disability Insurance. Weekly Short Term Disability Insurance: Employees on an approved medical leave who have exhausted all of their accumulated sick leave may apply for short-term weekly disability compensation. Eligible employees may receive 66 2/3% of their normal weekly income not to exceed a maximum payment of \$500.00 per week. Eligibility conditions, established by a carrier of the County's choosing, must be satisfied prior to the commencement of any payments. Employees may also be required to furnish proof of continuing disability.

Section 13.8 Pension Plan. All Court employees are required to be members of the Berrien County Employees Amended Retirement Plan, subject to the conditions of that plan.

(a) Employees contribute five and three-fourths percent (5.75%) of gross wages to the Plan.

(b) Employees' contributions shall be taxed deferred.

(c) Current pension plan benefits which may not be reduced during the term of this Agreement include, but are not limited to: (1) a multiplier of 2.2% until the age the retiree is eligible for full social security benefits, at which time the multiplier is reduced to 1.9% and (2) allowing the use of up to six months of unused sick leave to be rolled over into the pension computation at the time of retirement.

(d) Effective January 1, 1990, when an employee selects a beneficiary option at the time of retirement and the beneficiary is subsequently removed as a result of death, the retirement selection shall automatically revert to the straight life allowance.

MISCELLANEOUS

Section 14.1 Captions. The captions used in sections of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 14.2 Bulletin Boards. The Union may use existing bulletin boards provided in the Berrien County Trial Court for posting notices of the following types, provided, however, the Employer reserves the right to police those bulletin boards for offensive and controversial matters:

- (a) Notices of recreational and social events;
- (b) Notices of elections;
- (c) Notices of results of elections;
- (d) Notices of meetings;
- (e) Notices of interest to the Union.

Section 14.3 Military Leave. Application for Military Leave of Absence shall be made to the Trial Court Administrator or designee in writing, as soon as the employee is notified of acceptance into military service, and, in any event, not less than two (2) weeks prior to the employee's departure. An employee on Military Leave shall retain any unused Sick Leave or Vacation allowance accrued, and rights under such provisions and/or re-employment rights shall be governed by applicable federal and state laws and regulations.

Section 14.4 Veterans' Rights. Re-employment rights of veterans will be in accordance with applicable state and federal law.

Section 14.5 Special Conferences. Special conferences for important matters, including safety, will be arranged at the mutual consent of the Parties between the Chief Steward and the Employer or its designated representative at mutually convenient times and places, when there are important matters to discuss. Such meetings shall be between a maximum of three (3) representatives of the Employer and a maximum of three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda.

Section 14.6 Suspension and Discharge.

Notice of Suspension or Discharge. Upon the suspension or discharge of an employee, the Employer agrees to promptly notify in writing the Steward. The suspended employee will be allowed to discuss his suspensions or discharge with the Steward, and the Employer may make available an area where he may do so, before he is required to leave the property of the Employer. Upon request,

the Employer or his designated representative will discuss the suspension or discharge with the employee and the Steward.

Section 14.7 Physical Examinations. Employees may be, based on cause, required to submit to a physical examination by a physician designated by the Employer. The expense of such examination shall be borne by the Employer. The purpose of any such examination shall be to determine whether the employee meets the minimum standards of fitness required for the employee's job classification.

Section 14.8 Seminars/Conferences.

(a) An employee who wishes to attend a work-related seminar or conference at the expense or partial expense of the Court must:

1. Furnish written information to the Trial Court Administrator or designee as to where the meeting is going to be held, what subject matter is to be covered, the costs involved, and how many working hours he needs to be absent to attend.
2. Get prior written approval from the Trial Court Administrator or designee.

(b) If approval is granted:

1. The Employer will pay the expenses incurred in accordance with County Policy.
2. Employees who attend an approved seminar/conference during working hours shall not suffer any loss of pay or benefits.
3. An employee will not be granted overtime for attending seminars/conferences outside of regular working hours except as provided in section 8.1(d).

Section 14.9 Education - Work Related. An employee who would like to attend a work-related college-level class at the expense or partial expense of the court/county must follow the Berrien County College Course Reimbursement Policy, number ADM-1240.

Section 14.10 Mileage. Employees who are required by the Employer to use their personal vehicles to conduct Court business shall be reimbursed at whatever rate is set by the Berrien County Board of Commissioners. Employees shall comply with such mileage reimbursement procedures as the Employer may require. If in the normal course of an employee's duties s/he is required to transport clients, the Employer shall agree to hold him/her harmless if s/he is acting within the scope of his employment.

Section 14.11 Weather Closings and Emergency Evacuations.

(a) When the Employer feels it is in the best interest to close its facilities or curtail service because of inclement

weather or other emergencies, such determination shall be made by the Trial Court Chief Judge, or, in his absence, his designee.

(b) The Employer shall see to it that the decision is announced by 7:30 a.m. over local radio and television stations. Employees are responsible for checking the operational status of the worksite: The following list is a sampling of stations where announcements are made, but is not all inclusive and is subject to change - radio stations include, AM940, AM1400, FM107.1- WIRX, FM97.5-WYFZ, FM94.9, FM103.7, FM98.3, AM960, FM101.5, FM94.3, AM1060 and television stations include: WNDU Channel 16-South Bend, WOOD Channel 8-Grand Rapids, WWMT Channel 3- Kalamazoo, WOTV Channel 41-Battle Creek. Should the Employer fail to issue a timely announcement, and an employee reports for work, the employee shall be credited with a minimum of two (2) hours straight time pay in addition to his regular pay. If the Employer wishes the employee to continue to work beyond two hours, the employee shall receive straight time pay for all hours worked in addition to his regular pay.

(c) When weather or other conditions make it a potential danger for employees to report to work, but facilities remain open, the employee must notify his department and may request and be given permission to utilize accumulated sick leave, vacation leave, or compensatory time to avoid a salary deduction. Approval will not be unreasonably withheld.

(d) If the Court is closed, employees regularly scheduled to work on that day shall receive a normal day's pay and not be expected to report for work.

(e) All employees are expected to make up lost time for tardiness due to weather conditions within the same pay period, or they may elect to use sick leave or vacation time to compensate for the time lost due to such weather conditions. If all sick leave and vacation time have been exhausted, the employee's pay will be reduced accordingly.

Section 14.12 Jury Duty - Court Time.

(a) An employee who is called for jury duty or as a witness in a judicial proceeding shall notify the Trial Court Administrator or designee immediately upon receiving notice of such call.

(b) An employee who misses work because of jury duty or as a witness in a judicial proceeding for reasons connected with his Court employment shall lose neither salary nor benefits, provided he assigns all fees or other compensation for such duty during his normal workday to the Employer.

Section 14.13 Subcontracting. The Union recognizes the Employer's right to assign other Trial Court employees to do bargaining unit work, or to subcontract work, to non-bargaining unit persons provided such assignment, contracting or subcontracting of work or services shall not result in layoff of

Court employees from their present classifications in the bargaining unit.

Section 14.14 Severability. If any section of this Agreement, or of any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract and any rider thereto, or the application of such section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 14.15 Waiver. It is the intent of the Parties that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, expressed or implied, between such Parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be exerted.

The provisions of this Agreement may be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing and signed by the Parties hereto.

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 subject or matter not removed by law from the area of collective bargaining, and that the agreements arrived at by the Parties after 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 referred to, or governed in this Agreement, or with respect to any subject or matter not specifically referred to or governed in this Agreement, even though such subject or matter may not have been within the knowledge of contemplation of either or both of the Parties at the time they negotiated or signed this Agreement.

Section 14.16 Random Drug Testing. The Union agrees to participate in the Employers random drug testing program pursuant to the Berrien County Trial Court policy enacted January 1, 2006. The drug testing protocol shall not be subject to change except by mutual agreement of the parties.

PROHIBITIONS

Section 15.1 No Strike - No Lockout.

(a) The Union agrees that during the term of this Agreement there shall be no interruption of services, for any cause whatsoever, by the employees it represents; nor shall there be

any concerted failure by them to report for duty, nor shall they be absent themselves from their work, stop work or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment. The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Employer. During the life of this Agreement the Employer shall not cause, permit or engage in any lockout of its employees. Both the Employer and the Union reserve all rights to seek legal redress for any violation of this Section. Nothing contained in this Section shall be construed as a waiver of any such right to which either party is entitled under P.A., 379 (1965), as amended, of the State of Michigan.

(b) The Employer and the Union agree that discharge is an appropriate penalty for employees who violate the provisions of this Section of the Agreement. Both the Employer and the Union reserve all rights to legal redress for any violation of this Section.


DURATION OF AGREEMENT


Section 16.1 Duration. This Agreement represents the entire Agreement between the Judges of the Berrien County Trial Court and the Union and shall remain in full force and effect from January 1, 2009, to December 31, 2011, midnight; and this Agreement shall continue in full force and effect from year-to-year thereafter, unless either Party hereto shall give the other Party at least sixty (60) days written notice, by registered mail, before the end of the term of this Agreement or before the end of annual period thereafter, of its desire to terminate.

DISTRIBUTION OF AGREEMENT

Section 17.1. The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

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

By: 
Alfred M. Butzbaugh, Chief Judge
Berrien County Trial Court

By: 
Edward Hillyer
Field Representative, GELC

By: 
Member, Bargaining Committee

APPENDIX A**GELC WAGE and SALARY SCHEDULE****Effective January 1, 2009**

January 1, 2009, salary schedule increase of 2.0%.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$37,892	\$39,012	\$39,987	\$40,987	\$41,940	\$43,061	\$44,305

Effective January 1, 2010

January 1, 2010, salary schedule increase of 1.5%.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$38,460	\$39,597	\$40,587	\$41,602	\$42,569	\$43,707	\$44,970

Effective January 1, 2011

January 1, 2011, salary schedule increase of 1.75%.

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
\$39,133	\$40,290	\$41,297	\$42,330	\$43,314	\$44,472	\$45,757

APPENDIX "B"**BERRIEN COUNTY**
COMPREHENSIVE MAJOR MEDICAL PLAN
SCHEDULE OF BENEFITS

Deductible	\$250 Individual \$500 Family
Co-payment	\$1000 Individual \$2000 Family
Maximum Annual Costs	\$1250 Individual \$2500 Family
Hospital Pre-certification	Required or 20% reduction
Second Surgical Opinion	Required or 20% reduction
Prescription Card	\$15 generic drugs \$30 preferred name brand drugs Mail order for maintenance drugs - 90 day supply for one co-payment
Employee Contribution	Effective January 1, 2009, co-pay 12% of monthly premium. Effective January 1, 2011, co-pay 15% of monthly premium.
Chiropractic Care	36 reimbursable visits per calendar year per covered individual.
Inpatient Substance Abuse	90/10 reimbursement subject to state reimbursement levels two (2) courses of treatment per enrollee per lifetime.
Wellness Riders	One routine annual physical and related diagnostic lab work, not subject to age restriction. One initial baseline mammography between age 35 and 40; one annual routine mammography over age 40.

Wellness Riders (contd.)

Lab and pathological services for one annual routine PAP smear.

Lab and pathological services for one routine prostate antigen screening beginning at age 40.

Well-baby and child care visits and immunizations (The covered procedure and age limits will follow the American Academy of Pediatrics (AAP) recommendations/schedule).

Effective January 1, 2009, the following wellness riders, which are subject to plan deductibles and co-pays, were added to coverage:

- **Flexible sigmoidoscopy exam**
- **Routine colonoscopy**
- **Acupuncture services**