

**AGREEMENT**

**between**

**HILLSDALE COUNTY  
BOARD OF COMMISSIONERS**

**and**

**HILLSDALE COUNTY ETSB**

**and**

**GOVERNMENTAL EMPLOYEES LABOR  
COUNCIL (SUPERVISORS)**

**Effective January 1, 2008 - December 31, 2010**

## TABLE OF CONTENTS

	<u>Page</u>
Article 1, Purpose and Intent .....	1
Article 2, Recognition .....	1
Article 3, Non-Discrimination .....	2
Article 4, Union Security .....	2
Article 5, Grievance Procedure .....	4
Article 6, Arbitration .....	5
Article 7, Election of Remedies Clause .....	6
Article 8, Management Rights Clause .....	6
Article 9, Stewards .....	6
Article 10, Seniority .....	7
Article 11, Layoff and Recall .....	8
Article 12, Leave Provisions .....	8
Article 13, Paid Leaves .....	12
Article 14, Sick Leave and Medical Leave .....	12
Article 15, Discharge and Discipline .....	13
Article 16, Hours of Employment .....	14
Article 17, Holidays .....	17
Article 18, Vacation .....	17
Article 19, Travel Pay .....	18
Article 20, Insurance .....	18
Article 21, Longevity Pay .....	19
Article 22, Wages .....	20
Article 23, General Provisions .....	20
Article 24, Retirement Fund .....	21

## AGREEMENT

This Agreement made and entered into this 7<sup>th</sup> day of August, 2008, between the County of Hillsdale, a body corporate of the State of Michigan, and the Hillsdale County ETSB (Emergency Telephone Services Board), hereinafter referred to as the "Employer" and the Governmental Employees Labor Council, hereinafter referred to as the "Union."

### ARTICLE 1 - PURPOSE AND INTENT

- 1.1: The general purpose of this Agreement is to set forth the wages, hours, terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

### ARTICLE 2 - RECOGNITION

- 2.1: The Employer, pursuant to and in accordance with all applicable provisions of the MCLA 423.201 et. seq., as amended, hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rate of pay, wages, hours of employment, and other conditions of employment for all employees of the Employer included in the bargaining unit hereinafter described:

All full-time supervisory employees of the Employer, excluding elected officials, administrators, confidential employees, other union employees employed by the County, casual/contractual employees, the 911 Director and Assistant 911 Director.

- 2.2: Definitions. The terms "employee" and "employees" when used in this Agreement shall refer to and include only those full-time employees and regular part-time employees who have completed their probationary periods as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit set forth in Section 2.1. For purposes of this Agreement the following definitions are applicable:

- A. Full-Time Employee: A full-time employee is an employee who is working the official workweek for a minimum of 40 hours per week on a regular schedule at a job classified by the Employer as regular.
- B. Supervisor/Administrator: A supervisor administrator shall be defined as a person who has the authority to supervise and direct subordinate employees.
- C. Employer: "Employer" shall mean the Hillsdale County Board of Commissioners and the ETSB Board to the extent that the County has delegated to the Board employer duties.

- 2.3: Temporary Employees: Temporary Employees may be hired from time to time to supplement the regular work force. The Employer agrees that the exercise of this provision shall not be abused nor used to displace or replace bargaining unit employees.

### ARTICLE 3 - NON-DISCRIMINATION

- 3.1: The parties shall not discriminate predicated upon age, height, weight, religion, disability, sex, marital status, race, color, creed, national origin, political or union affiliation, or sexual preference, as required by law. All references to employees in this Agreement designates both sexes and wherever the male or female gender is used, it shall be construed to include male and female employees.

### ARTICLE 4 - UNION SECURITY

- 4.1: Agency Shop: It is the intent of this Agreement to make a legal provision for the voluntary association by all the members of the bargaining unit with the Union and for the voluntary payment by all members of the bargaining unit of a representation fee. Within 31 days after the execution of this Agreement or four (4) months after date of hire for a full-time employee and 700 hours worked after date of hire for a regular part-time employee, whichever is later, all employees included in the collective bargaining unit shall either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or pay to the Union a service fee equal to the costs of negotiating and administering this Agreement which shall not exceed the Union's periodic monthly dues.
- 4.2: Union Membership: Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement. All employees have the right to join, not join, maintain, or drop their membership in the Union at any time after this contract or any extension thereof expires. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit set forth in the Agreement without regard to whether or not the employee is a member of the Union.
- 4.3: Payroll Deduction for Union Dues or Service Fees.
- A. During the life of this Agreement, the Employer agrees to deduct periodic monthly Union membership dues and initiation fees uniformly levied in accordance with the Constitution and By-Laws of the Union or the service fee equivalent to the periodic monthly dues uniformly required of all Union members from each employee covered by this Agreement who executes and files with the Employer a proper check off authorization form.
- B. The 911 Director will notify, in writing, the Union Chief Steward of any new hires when they are added to the payroll, so that the Union representative may obtain necessary check-off and Union authorization cards which are to be filed with the County Clerk not sooner than the later of the following times: 31 days after entry into the bargaining unit.

- C. Deductions shall be made only in accordance with the provisions of the written authorization form, together with the provisions of this section.
  - D. A properly-executed copy of the written authorization form for each employee for whom Union periodic membership dues and initiation fees or the service fee referred to in Section 4.1 are to be deducted hereunder shall be delivered to the Hillsdale County Clerk before any payroll deductions are made. Deductions shall be made thereafter only under the written authorization form which has been properly executed and is in effect. Any authorization form which lacks the employee's signature will be returned to the Union by the Hillsdale County Clerk.
  - E. All authorizations filed with the Hillsdale County Clerk's Office prior to the fifteenth (15th) of the month shall become effective the first (1st) day of the following month provided the employee has sufficient net earnings to cover the dues and/or initiation fee or, if applicable, the service fee equivalent. An authorization filed thereafter shall become effective on the first (1st) day of the second (2nd) month following the filing of the authorization. Deductions for any calendar month shall be remitted to the Union not later than the fifteenth (15th) day of the following month.
  - F. In cases in which a deduction is made which is not in conformity with the Union's Constitution and By-Laws, refunds to the employee will be made by the Union.
  - G. The union shall notify the Hillsdale County Clerk in writing of the proper amount of Union membership dues and initiation fees or the service fee equivalent and any subsequent changes in such amounts. The Employer agrees to furnish the Union a monthly record of those employees from whom deductions have been made, together with the amount deducted for each employee including new employees.
  - H. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check off authorization form, no further deductions will be made until the matter is resolved.
  - I. The Employer shall not be responsible for dues, initiation fees, or payment of the service fee equivalent after an employee's employment relationship has been terminated and said employee no longer has any funds coming from the County.
  - J. The Employer shall not be liable to the Union or its members for any dues, initiation fees, or service fees once such sums have been remitted to the Union and, further, shall not be liable if such sums are lost when remitted by United States Mail.
- 4.4: Probationary Employee. After the effective date of this Agreement, any person hired as or promoted to the position of supervisor shall serve a ninety (90) day probationary period. During that probationary period, the newly hired or promoted employee may be terminated from employment or demoted by the Employer to the position he/she held prior

to promotion at will or for any reason. A newly hired employee shall not be eligible for any fringe benefits until the expiration of the probationary period. An employee promoted to the position shall continue to receive the fringe benefits he/she was receiving at the time of the promotion.

- 4.5: Hold Harmless. The union agrees to indemnify, defend, and save the Employer and any and all public officials, officers and employees of the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of initiation fees, dues, or service fees provided herein or by reason of action taken by the Employer pursuant to Section 4.3(C).

#### ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.1: Definition of Grievance. For purposes of this Agreement, a grievance shall be defined as a complaint by an employee covered by this Agreement or the union concerning the application and interpretation of a specific provision or provisions of this Agreement as written.

- 5.2: Grievance Procedure. All grievances shall be processed in the following manner:

Step 1. Informal Procedure. An employee with a complaint shall, within five (5) working days of the date of the occurrence which gave rise to the complaint or within five (5) working days of the date the employee first reasonably should have known of the events which gave rise to the complaint, discuss it with the 911 Director with the object of resolving the matter informally. If requested, the Steward may be present.

Step 2. Formal Procedure. If the complaint is not satisfactorily resolved at the verbal step, it shall be reduced to writing, setting forth the facts and specific provision or provisions of this Agreement alleged to have been violated or any other provisions that may apply, signed by the aggrieved employee, and, within five (5) working days following the verbal discussion, presented to the 911 Director. The 911 Director shall place his written disposition and explanation upon the grievance and return it to the Steward or employee within five (5) working days after receipt of the written grievance.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the grievant may within five (5) working days after receipt of the written answer in Step 2, or the time when the answer should have been received, request, in writing, a meeting between the grievant, the 911 Director, and the designated committee of the ETSB to discuss the grievance. Either party may have non-employee representatives in attendance.

- 5.3: Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties hereto. If the Union fails to present a grievance in time or to advance it to the next Step in a timely manner, it shall be considered withdrawn. If the time procedure is not followed by the 911 Director and the ETSB, the grievance shall automatically advance to the next Step of the Grievance Procedure. The time limits

established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

- 5.4: Time Computation. Saturdays, Sundays, and holidays recognized under this Agreement shall not be counted under the time procedures established in the Grievance Procedure.
- 5.5: Grievance Form. The grievance concerning the discharge or discipline of an employee or a policy matter of a general concern to the entire bargaining unit may be filed by the Union by submitting the grievance within five (5) working days of the incident which gave rise to the grievance at Step 2 of the Grievance Procedure. Discipline, as herein used, shall mean a written warning leading to suspension or loss of benefits.
- 5.6: Grievance Settlements. The satisfactory settlement of all grievances shall be reduced to writing, written on or attached to each copy of the written grievance, and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedent to any other grievance.

## ARTICLE 6 - ARBITRATION

- 6.1: Arbitration Request. In the event the parties are unable to settle the matter at Step 3, the Union or the Employer may request arbitration of any unresolved grievance by giving written notice, including electronic, to the Employer or the Union of its intent to arbitrate within twenty (20) working days following receipt of the Employer's disposition in Step 3 of the grievance procedure or upon the Employer's failure to schedule a Step 3 meeting within a reasonable period of time. The time limits for a request for arbitration may be extended by mutual agreement. If written notice of intent to arbitrate is not given timely to the Employer, the grievance shall be considered settled on the basis of the Employer's last position.
- 6.2: Selection of Arbitrator. If a timely request for arbitration is filed by the Union or the Employer, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of at least seven (7) arbitrators submitted by the FMCS. The remaining name shall serve as the arbitrator. The losing party shall be responsible for the payment of all arbitrator's fees and expenses, provided, however, that each party shall pay the expenses and compensation of its own witnesses and representatives.
- 6.3: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the Employer's inherent rights not specifically limited by the express terms of this agreement. Nor shall the arbitrator have the power to substitute his judgment for that of the Employer, or to overrule the Employer unless the Employer's judgment or decision is contrary to the express provisions

of this Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees in the bargaining unit.

Any grievance relating to the payment of wages shall not be retroactive any earlier than the date the grievance was first presented at Step 1 of the grievance process. No grievance may be considered by the Arbitrator if not filed or processed within the time limits set forth in Articles 6 or 7.

#### **ARTICLE 7 - ELECTION OF REMEDIES CLAUSE**

- 7.1: When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a Veteran's Preference Hearing, Civil Rights Hearing, or Department of Labor Hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract.

#### **ARTICLE 8 - MANAGEMENT RIGHTS CLAUSE**

- 8.1: The Union recognizes that the Employer reserves, solely and exclusively, all rights to manage and operate the Employer's affairs. All rights, functions, powers, duties and authority which the Employer modified by the express terms of this Agreement are hereby recognized by the Union as having been retained and reserved by the Employer. The Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the operation of the Employer's affairs. These rights reserved by and vested in the Employer include, but are not limited to, those provided by constitutional and statutory provisions of law, as well as the right to direct, hire, promote, transfer assign, retain, layoff, suspend, demote, discharge, or discipline employees; to determine the starting and quitting times of all shifts and the hours to be worked; to determine the location and assignment of facilities and equipment; and to determine the methods, means and personnel required to provide services subject only to the condition that such rights shall not be exercised in any manner inconsistent with this Agreement.

#### **ARTICLE 9 - STEWARDS**

- 9.1: The Union shall have the right to one (1) Steward and an alternate from the seniority list to handle such Union business as may from time to time be delegated to them by the Union. The Union shall notify the Employer, in writing, of the names of the Steward and alternate, if any, as well as the Union President.
- 9.2: Stewards will be permitted to leave their work, after obtaining approval from the 911 Director and recording their time, for the purpose of adjusting grievances in accordance with the grievance procedure and for reporting to the grievant a change in status of his/her



grievance. Permission for Stewards to leave their work stations will not be unreasonably withheld. Stewards will report their time to their Shift Supervisor upon returning from a grievance discussion.

- 9.3: The privilege of Stewards to leave their work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all time except when permitted to leave their work to handle grievances. The Union agrees to pay Stewards and its employee committee representative for time spent in arbitration.

#### ARTICLE 10 - SENIORITY

- 10.1: Definition of Seniority. Departmental seniority shall be defined as the length of an employee's continuous service with the Hillsdale County 911 since the employee's most recent date of hire commencing employment. Classification seniority shall be defined as beginning with the date an employee first entered the bargaining unit. Classification seniority shall be used for determining the order of layoff and recall, shift selection and vacation selections. If two or more employees enter the bargaining unit on the same date, then departmental seniority shall control any conflict.
- 10.2: Loss of Seniority. An employee's seniority and employment relationship with the Employer shall terminate for any of the following reasons:
- A. If he/she quits or retires;
  - B. If he/she is terminated or discharged for just cause;
  - C. If he/she is absent from work for more than three (3) consecutive working days, and there is no notification from the employee for each occasion of absence, within 15 minutes from the time the employee should have been at work, unless it is beyond the employee's control;
  - D. If he/she fails to return on the required date following an approved leave of absence, vacation, or disciplinary layoff, unless a satisfactory reason is given;
  - E. If he/she has been on layoff status for a period of one (1) year;
  - F. If he/she fails to report for work within two (2) weeks following notification of recall from layoff by certified mail, return receipt requested, sent to his/her last known address;
  - G. If he/she fails to inform the Employer within three (3) working days following receipt of notification of recall from layoff that he/she intends to return to work for the Employer.

- 10.3: Seniority List. An up-to-date seniority list for the bargaining unit shall be furnished to the Union by the 911 Director annually by January 31 of each year. Employees will have ten (10) calendar days to object to the accuracy of the list and must submit their objections in writing with a copy to the Employer and the Union.
- 10.4: Benefit Accumulation. Benefits such as insurance, vacation, and sick leave shall not accrue, continue, or be paid during any unpaid leave of absence unless otherwise specifically provided in one of the Leave of Absence Sections of this Agreement.

#### **ARTICLE 11 - LAYOFF AND RECALL**

- 11.1: Layoff and Recall Procedure. In the event a reduction in force occurs, the Employer agrees to lay off the employee with the least seniority in the classification and department affected. Thereafter, the employee with the most seniority in the department shall be the last employee laid off, provided the employee is qualified to perform the available assigned work.

An employee is qualified to perform the work if the employee possesses sufficient skill and ability to satisfactorily perform the work without additional training. This shall be determined by the Employer.

- 11.2: Increase in Force. When an increase in force becomes necessary, the employee on layoff with the most seniority within the department shall be the first employee recalled, provided the employee is qualified to perform the work. An employee is qualified to perform the work if the employee possesses the sufficient skill and ability to satisfactorily perform the work without additional training. This shall be determined by the Employer. Upon recall, an employee must return to his/her former classification except by mutual consent
- 11.3: Notification of Layoff. Employees who are to be laid off shall receive five (5) working days advance notice, unless such layoff is necessitated by an unusual circumstance where such advance notice is not possible.
- 11.4: Notification of Recall. Notification of recall from layoff shall be sent by certified mail to the employee's last known address. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within three (3) working days following receipt of notification shall be presumed to have resigned and their names shall be removed from the seniority and preferred eligibility lists.

#### **ARTICLE 12 - LEAVE PROVISIONS**

- 12.1: The provisions of the Family and Medical Leave Act shall be adopted in their entirety insofar as they are not inconsistent with other provisions of this Labor Agreement and its amendments. Further, it is agreed that no employee shall suffer a reduction in benefits through the adoption of said Family and Medical Leave Act. Any leave hereunder which qualifies as a leave under the Family and Medical Leave Act (FMLA) shall run

concurrently with the leave to which the employee is eligible under the FMLA. In administering the FMLA, the Employer may take any actions consistent with that statute.

### Unpaid Leaves

#### 12.2: Personal Leave.

- A. A personal leave of absence without pay may be granted to employees who have completed their probationary period for valid reasons. Such leave will not exceed one (1) week unless extended by mutual agreement. The 911 Director has the discretion to determine whether to grant any leave request under Article 12 excepting for a leave under Workers Compensation Leave and subject to Section 12.2 (C).
- B. Such leaves will be granted only if an employee has used all of their accumulated paid leave time excepting for vacation time.
- C. A personal leave shall not exceed thirty (30) days unless the request and granting of the same falls within the provisions of the Family Medical Leave Act.
- D. Employees, who are granted said leaves, shall continue to accrue seniority, and benefits while on personal leave. Additionally, employees eligible to receive insurance benefits shall continue to receive said benefits.
- E. Subject to the provisions of the Family Medical Leave Act, an employee desiring such a leave shall give the Employer at least thirty (30) calendar days notice prior to the effective date of the leave and at least fifteen (15) calendar days notice prior to returning to work from said leave.
- F. To the extent practical, the 911 Director will grant leave for emergency circumstances for a period not to exceed one (1) week unless extended by mutual agreement. The 911 Director will not be unreasonable in his/her refusal to grant emergency leave.

#### 12.3: Union Educational Leave.

- A. Leaves of Absence without pay may be granted to any non-probationary employee who is selected by the Union to attend educational classes or conventions conducted by the Union so long as said attendance does not interfere with the departmental functions.
- B. The number of employees on Union educational leave at any one time shall not exceed one (1) and the number of working days shall not exceed five (5) in any one calendar year.

- C. Employees who are granted leave under this Section shall continue to accrue seniority and shall be eligible to receive insurance benefits.

12.4: Union Business Leave.

- A. A leave of absence without pay may be granted to any non-probationary employee elected to any Union office or selected by the Union to do work which takes him/her from employment with their Employer.
- B. Not more than one employee shall be eligible for such leave at any one time.
- C. Such leave shall not exceed one (1) year, however, this leave may be extended by mutual agreement.
- D. An employee desiring such leave shall give the Employer at least thirty (30) working days notice prior to the effective date of the leave and at least fifteen (15) days notice prior to returning to work from said leave.
- E. An employee on such leave will accumulate seniority.

12.5: Military Leave. All employees shall receive military leave when requested pursuant to federal law and shall be entitled to all benefits pursuant thereto.

12.6: Educational Leave.

- A. Leaves of absence without pay may be granted to non-probationary employees desiring to further their education after having completed three (3) years of Service.
- B. Said leave may be granted for a maximum period of one year but may be extended by mutual agreement.
- C. Employees will not accrue seniority or benefits while on educational leave.
- D. Not more than one employee shall be eligible for such leave at any one time.
- E. An employee desiring such leave shall give the Employer at least thirty (30) calendar days notice prior to the effective date of the leave and at least fifteen (15) calendar days notice prior to returning to work from said leave.

12.7: Purpose of Leaves.

- A. It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. There shall be no duplication or pyramiding of leave benefits for types of absence. Employees shall not accept employment while on leave of absence unless

agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on leaves of absence shall result in immediate termination of employment with the Employer. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of the Leave Section involved.

12.8: Procedure for Requesting Leaves.

- A. Requests for a leave of absence must be submitted in writing by the employee to the 911 Director at least ten (10) days in advance of the date the leave is to commence, except in emergency situations. The request for the leave of absence shall state the reason for the leave and the exact dates on which the leave is to begin and end. Authorization or denial of a leave of absence shall be furnished to the employee in writing by the 911 Director. Any request for an extension of a leave of absence must be submitted in writing to the 911 Director at least ten (10) days in advance of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work. Authorization or denial of the extension request shall be furnished in writing to the employee by the 911 Director.

12.9 Workers' Compensation Leave.

- A. If an employee is injured on the job so as to be entitled to worker's compensation benefits, such employee may apply or they may choose not to apply accumulated sick pay, compensation time, personal days or vacation time in not less than two (2) hour increments to make up the difference between regular net salary (gross salary less all net deductions for federal, state and local taxes) and his/her workers' compensation benefits. Upon depletion of accumulated sick leave, compensatory time, personal days or vacation time, these differential payments shall terminate.
- B. During said workers' compensation leave, seniority shall continue to accumulate and thereafter shall be retained.
- C. Additionally, benefits including vacation, sick days, personal days, and longevity shall cease to be accrued or be paid.
- D. Additionally, any person who is drawing workers' compensation benefits as of the effective date of this Agreement, shall continue to have their health insurance paid for by the Employer for a period not to exceed six (6) months, at which time said insurance payments by the Employer shall cease. After the six (6) months employees shall be allowed to continue their insurance pursuant to COBRA.
- E. The employer shall compute all Workers' Compensation benefits pursuant to the laws of the State of Michigan.

### ARTICLE 13 - PAID LEAVES

- 13.1: Bereavement Leave. Employees upon request will be excused for up to three (3) scheduled working days, four days if the funeral is 150 miles or more away from the employee's residence, immediately following the date of death of a member of the employee's immediate family so that said employee may attend the funeral.
- 13.2: Immediate family shall be defined as including the employee's spouse, children, step-children, foster children, parents, stepparents, foster parents, brothers, sisters, step-sisters, step-brothers, natural brother-in-law, natural sister-in-law, grandparents, grandchildren, parent-in-law, and other persons for whose financial or physical care the employee is primarily responsible.
- 13.3: The employee excused from work hereunder shall receive the amount of wages he/she would have earned by working during his/her straight time hours on such scheduled days of work for which he/she is excused.
- 13.4: Employees may be granted additional time off for travel or otherwise by use of earned vacation or personal days charged to sick leave upon approval by the 911 Director.
- 13.5: Jury Duty. Any employee called for jury duty shall receive his/her regular pay, provided, however, he/she must turn over to the Employer any check for fees or mileage received by him/her for attendances.
- 13.6: Court Time. In the event that an employee is required to make a job related appearance in court under subpoena while off duty, the employee will receive a minimum of 2 hours of straight time or actual time, whichever is greater.

### ARTICLE 14 - SICK LEAVE AND MEDICAL LEAVE

- 14.1: Commencing with the effective date of this Agreement, each non-probationary employee shall have the number of sick leave days that they have accumulated while working for the Employer available to them not to exceed thirty (30) in number. Sick leave shall thereafter accumulate at the rate of one (1) day per month. On the first (1st) regularly scheduled payday after January 1, 1998, and on the first (1st) regularly scheduled payday after January 1 of each following year this Agreement or any extension thereof is in effect, any employee who accumulates more than thirty (30) days by not using their accrued sick leave during the preceding year shall be paid at the preceding year's hourly rate for all such days and portions thereof exceeding thirty (30) which have been accumulated and are unused during the last preceding year. (Example: The employee has accumulated thirty (30) days prior to January 1, 1997, and employee accumulates twelve (12) days in 1997, of these he/she uses two (2). On the first regularly scheduled payday after January 1, 1998, he/she will be paid for the ten (10) unused sick days at the 1997 rate of pay.)
- A. Any employee with a minimum of three (3) years of seniority will be paid fifty (50%) percent of all unused sick time in the event that his employment is

terminated; provided if the employment is terminated for disciplinary reasons, all unused sick leave shall be forfeited.

- 14.2: Sick leave shall be granted when it is established to the Employer's satisfaction that an employee is incapacitated for the safe performance of his duties because of:
- A. Illness or injury to the employee;
  - B. Serious illness in employee's immediate family which requires his or her attention;
  - C. Exposure to contagious diseases.
- 14.3: All sick leave used shall be supported by a written verification signed by the employee and the Employer and submitted to the payroll office with the current time sheets. The Employer may request as a condition of any sick leave a medical certification setting forth the reasons for the sick leave.
- 14.4: Falsely setting forth the reasons for the absence shall constitute just cause for dismissal.
- 14.5: Notwithstanding the above, all employees may use four (4) days per calendar year as personal days and charge them to sick leave assuming adequate sick leave has been accumulated with no explanation as to the reason therefore provided they shall notify the Employer one week in advance of their intent to use a personal day. Said personal day shall not be used to augment vacation or other sick leave nor shall personal days be allowed without prior written approval the day before or the day after any holiday.

#### **ARTICLE 15 - DISCHARGE & DISCIPLINE**

- 15.1: The Employer shall not discharge or discipline a non-probationary employee for other than just cause.
- 15.2: The discharge and/or discipline of a non-probationary employee shall be reviewable by way of the grievance procedure.
- 15.3: Representation. No employee shall be summoned before a superior for disciplinary action as defined herein without the right of having a union representative present. The right of representation may be waived in writing by the employee. The employer shall notify the employee of any meeting which may result in disciplinary action within a reasonable time prior to that meeting so that the employee may secure representation at that meeting.
- 15.4: Notice. No disciplinary action shall be taken against an employee unless the employee is given reasonably detailed notice of the nature of the discipline being considered. Such notice must be given to the employee within a reasonable time after it comes to the attention of the employer and after the employer has had an opportunity to investigate the same.
- 15.5: Written Reply. An employee shall have the right to make a written response to any allegation of misconduct or to reply to any disciplinary action taken by the employer.

- 15.6: Record of Discipline. The record of any disciplinary action shall be kept in the employee's personnel file. An employee shall have the right to review his or her personnel file at any reasonable time. A copy of any written reprimand, suspension, demotion or discharge shall be given to the employee who is the subject of such action. The record of any reprimand or suspension shall be removed from any employee's personnel file after the passage of any two year period where no further disciplinary action is taken.

## ARTICLE 16 - HOURS OF EMPLOYMENT

- 16.1: Hours of Work. The work week shall be 40 hours.
- 16.2: Shift Preferences. Each six (6) months that this agreement is in effect commencing January 1, 2008, all full-time and regular part-time employees shall be entitled to express a shift preference for the period June 1 through November 30 , and December 1, through May 30 by signing a preference sheet. Each shift preference shall contain two (2), three (3) month periods, and shifts shall be granted on the basis of seniority. Work schedules will be posted thirty (30) days in advance of the next work period. The work week will be defined as starting Saturday with the start of the day shift and ending with the end of Friday's midnight shift.
- 16.3: Overtime. Time and one-half shall be paid for all hours worked in excess of 40 hours per week. Pass days and unpaid leave shall not be used in computing overtime.
- 16.4: At the request of any employee eligible for overtime pay, that time may be taken as compensatory time in lieu of pay, as long as the employee's compensatory time accumulation does not exceed the agreed upon accumulation limit. Each party shall have the number of hours of compensatory time which they have accumulated as of the effective date of this Agreement. However, from that time forward, compensatory time shall not accumulate beyond forty (40) hours. Compensatory time used shall be by mutual agreement between the employee and the Employer. The employee may request cash payment for a portion of all of his/her available compensatory time at any time. The payment shall be at the hourly rate of the employee at the time of the request. This payment will be made in the following pay period, as long as the employee has made a timely request.
- 16.5: The Employer shall grant two 15 minute break periods during an 8 hour shift. These work breaks shall be taken in such a fashion that the level of service in any department shall not be diminished.
- 16.6: A. On-Call. Unplanned Shift Fill-In Procedures - This Section shall apply to those vacant shifts which arise with less than seven (7) days notice to the Employer.
1. The "Operation Call-in Sheet" will be completed first for any volunteers for the unplanned vacancy. If there are no volunteers, then the appropriate on-call person will be contacted.



2. All hourly employees (both supervisory and non-supervisory) will carry the pagers an equal number of weeks, with two (2) employees being on-call each week. Partners for these purposes will be determined by a blind draw every five (5) weeks, with the draw occurring two (2) weeks before the expiration of the then-current five (5) week period. On the first instance of contacting an employee with the pager during any pay week, the Employer will attempt to contact the on-call employee with less seniority, before contacting the on-call employee with greater seniority. If the less senior employee with the pager works on this first instance, then on the second instance of contacting an employee with the pager during any pay week, the Employer will attempt to contact the on-call employee with greater seniority, before contacting the on-call employee with less seniority. This alternating process will continue throughout the pay week. For these purposes, a supervisory employee will be considered senior to a non-supervisory employee. The pay week will begin on Saturday at 7:00 a.m. The on call pager can be turned in anytime before 7:00 a.m. Saturday as long as the on call person leaves a phone number they can be reached at. Employees may trade "pager time" with another employee, providing, notice is given to the 911 Director and the Center.
3. The Employer will attempt to contact the on-call person as soon as practicable before the start of the vacant shift. If the on-call worker is already working the shift immediately preceding the vacant shift, he/she shall work the first half of the vacant shift, and may (at his/her option) work the entire vacant shift. If the entire vacant shift is not filled in this manner, the other on-call worker shall fill the remainder of the vacant shift. No employee shall be forced to work more than twelve (12) hours unless the employee volunteers to do so. No employee shall be required to return to work without a minimum of eight (8) hours off between working shifts unless the employee volunteers to do so. If the vacant shift is not filled in accordance with this Paragraph, the vacant shift will be filled by the manner set forth in Paragraph 2 of Section B below.
4. The above process shall not operate such that it would result in two employees (each of whom have less than two years of service with the Employer) being on duty. In that event, the employee with less than two years of service with the Employer who would have otherwise filled the vacant shift (or half the vacant shift) will be skipped in the process. The restriction upon two employees, each of whom have less than two years of service with the Employer, being on duty at the same time shall not apply to shifts during which any of the following personnel is on duty: (a) a third supervisory or non-supervisory employee with at least two years of service with the Employer, (b) the Director, or (c) the Deputy Director.

5. An employee will be paid two times his/her straight-time rate of pay for call in hours worked filling all or part of a vacant shift under this Section.

B. Planned Shift Fill-In Procedures - This Section shall apply to those vacant shifts which arise with at least seven (7) days notice to the Employer.

1. A vacant shift will be offered in order of seniority to those part-time employees who are scheduled to work less than forty (40) hours in the pay week in which the vacant shift occurs (excluding hours worked under Section A above), provided that this would not result in two employees (each of whom have less than two years of service with the Employer) being on duty. If not filled in this manner, the vacant shift will be offered to employees (supervisory first and then to non-supervisory) in order of seniority, provided that this would not result in two employees (each of whom have less than two years of service with the Employer) being on duty. The restriction upon two employees, each of whom have less than two years of service with the Employer, being on duty at the same time shall not apply to shifts during which any of the following personnel is on duty: (a) a third supervisory or non-supervisory employee with at least two years of service with the Employer, (b) the Director, or (c) the Deputy Director.
2. If the vacant shift is not filled pursuant to Paragraph 1 above, it shall be filled in the following manner:

Part-time employees who are scheduled to work less than forty (40) hours in the pay week in which the vacant shift occurs (excluding hours worked under Section A above), and who are working on the shift immediately preceding the vacant shift will be ordered to work the first half of the vacant shift in reverse order of seniority, provided that this would not result in two employees (each of whom have less than two years of service with the Employer) being on duty. In the event that the first half of the vacant shift is not filled in this manner, employees (non-supervisory first and then supervisory) working on the shift immediately preceding the vacant shift will be ordered to work the first half of the vacant shift in reverse order of seniority, provided that this would not result in two employees (each of whom have less than two years of service with the Employer) being on duty. No employee shall be forced to work more than twelve (12) hours unless the employee volunteers to do so. No employee shall be required to return to work without a minimum of eight (8) hours off between working shifts unless the employee volunteers to do so.

Part-time employees who are scheduled to work less than forty (40) hours in the pay week in which the vacant shift occurs (excluding hours worked under Section A above), and who are working on the shift immediately following the vacant shift will be ordered to work the second half of the

vacant shift in reverse order of seniority, provided that this would not result in two employees (each of whom have less than two years of service with the Employer) being on duty. In the event that the second half of the vacant shift is not filled in this manner, employees (non-supervisory first and then supervisory) working on the shift immediately following the vacant shift will be ordered to work the second half of the vacant shift in reverse order of seniority, provided that this would not result in two employees (each of whom have less than two years of service with the Employer) being on duty. No employee shall be forced to work more than twelve (12) hours unless the employee volunteers to do so. No employee shall be required to return to work without a minimum of eight (8) hours off between working shifts unless the employee volunteers to do so.

The restriction upon two employees, each of whom have less than two years of service with the Employer, being on duty at the same time shall not apply to shifts during which any of the following personnel is on duty: (a) a third supervisory or non-supervisory employee with at least two years of service with the Employer, (b) the Director, or (c) the Deputy Director.

3. Part-time employees will be compensated at straight time, unless they have worked more than 40 hours in that pay week.

#### ARTICLE 17 - HOLIDAYS

17.1: The following shall be established as paid holidays:

New Year's Day	Martin Luther King Day
Presidents' Day	One-half day Good Friday
Memorial Day	Independence Day
Labor Day	Veterans Day
Thanksgiving Day	Christmas Eve Day
Christmas Day	New Year's Eve Day

17.2: Holiday Pay. Any employee who works on a holiday, shall receive pay at the rate of two and one-half (2-1/2) times the hourly rate for all hours worked. Any employee who does not work on a holiday shall receive eight (8) hours pay at his/her regular straight-time rate of pay.

#### ARTICLE 18 - VACATION

18.1: All employees covered by this Agreement who are on the seniority list of the Employer, on each anniversary of their employment date, shall be entitled to a vacation with pay at their current rate based upon seniority within the bargaining unit, in accordance with the following plan:

- A. Employees with one (1) year or more of seniority on their anniversary date will be entitled to five (5) working days of vacation with pay at their regular rate of pay.
  - B. Employees with two (2) years or more of seniority on their anniversary date shall be allowed ten (10) working days of vacation with pay at their regular rate.
  - C. Employees with six (6) years or more of seniority on their anniversary date shall be allowed fifteen (15) working days of vacation with pay at their regular rate of pay.
- 18.2: Vacation Eligibility. An employee's eligibility for his vacation shall be determined on the first and subsequent anniversary dates of his employment. The first and subsequent anniversary years shall be hereinafter referred to as the qualifying year.
- 18.3: Employees who retire or voluntarily terminate their employment with the Employer shall be entitled to be paid for their accrued vacation leave at their regular rate of pay.
- 18.4: Employees who are absent because of sickness, injury or disability in excess of that allowed under the leave of absence provisions, may, at the request of the employee, be allowed to charge the same against their vacation leave allowance.
- 18.5: Employees must submit a written request for vacation, of one week or more, to the 911 Director at least thirty (30) calendar days in advance of the date their vacation is to commence. The Employer will respond to any written request for vacation time within five (5) working days from the date of said request. The 911 Director has the sole discretion to grant or deny a vacation request based on the business needs of the department. The 911 Director will attempt to accommodate the employee's request, including requests to use vacation time in increments of less than one (1) week. In the event of a conflict between employees for the same vacation time, seniority between the employees will control.
- 18.6: If a paid holiday occurs during an employee's vacation he shall receive one day's pay under the holiday pay provisions for such holiday.
- 18.7: An employee shall not carry over earned vacation from year to year. Vacations shall be granted only in the year in which they are due. In the event an employee fails to request a vacation leave or does not take his vacation in the year which it is due, the employee will be paid for the time of their earned vacation at their regular rate of pay.

#### ARTICLE 19 - TRAVEL PAY

- 19.1: Travel pay shall be as established by the Board from time to time and this Section shall specifically authorize the amount per mile that is in effect as of that date.

## ARTICLE 20 - INSURANCE

20.1: As soon as administratively practicable after ratification of this Agreement by all parties, employees will be entitled to Blue Cross/Blue Shield PPO15, \$15/\$30 Rx, with the Employer reimbursing all co-pays and deductibles (except for co-pays on prescription drugs) to either the level of the Blue Cross/Blue Shield PPO 1 Plan or Blue Cross/Blue Shield PPO 10 Plan, at the employee's option, as attached hereto. The Blue Cross/Blue Shield PPO 15 Plan will continue to offer the same vision coverage that was applicable immediately before ratification of this Agreement by all parties. Those employees electing reimbursement to the level of the Blue Cross/Blue Shield PPO 1 plan shall pay \$33.48 per pay for single coverage, \$46.12 per pay for 2-person coverage, and \$50.28 per pay for family coverage. Those employees electing reimbursement to the level of the Blue Cross/Blue Shield PPO 10 plan shall pay \$9.80 per pay for single coverage, \$21.69 per pay for 2-person coverage, and \$25.58 per pay for family coverage. In addition to these premium contributions, each covered employee shall pay 25% of all future premium increases applicable to the Blue Cross/Blue Shield PPO 15 Plan incurred on or after June 1, 2009.

Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions, including any waiting period or other time limits contained in the contract between the employer and the carrier. The employer will have the right to select the carrier and/or benefit manager; to change carriers or benefit managers; to change policies or plans, or to become self-insured; provided that comparable benefits are provided.

20.2: Any person who is eligible for any Employer health insurance plan may elect to opt out of the plan in which he is enrolled or for which he is eligible and will be paid \$125.00 per month if he gives up single coverage or \$250.00 per month if he gives up two-person or family coverage. The election to opt out shall be available one (1) time during the current contract. A person who opts out of the insurance thereby taking the monthly stipend shall not be entitled to re-enter the program unless they have a change in circumstances and then only subject to enrollment periods, the rules of the carrier and the repayment of any monthly stipend paid for any period subsequent to the effective date of coverage. The right to opt out will commence immediately upon the effective date of this contract.

20.3 Dental Coverage. The union membership will be entitled to elect dental coverage. The premium for this coverage will be paid by the employee for the duration of the contract.

## ARTICLE 21 - LONGEVITY PAY

21.1: A longevity provision is hereby established and all benefits shall be determined as of the anniversary date of the employee for each year that this contract or any extension thereof is in force. All full-time employees who are employed as of their anniversary date, and who have completed on said date four (4) full years of employment with the Employer, shall receive longevity pay. Regular part-time employees will receive a pro-rata share of the longevity pay based on the years they have worked part-time, in accordance with the following schedule:

<u>Years Completed</u>	<u>Amount Payable</u>
4 - 7	\$250
8 - 11	\$350
12 - 15	\$450
16 or over	\$550

This payment shall be paid to eligible employees the first payroll after the anniversary date of an employee who is eligible for this payment.

#### ARTICLE 22 - WAGES

<u>Effective Date</u>	<u>Hourly Rate</u>
January 1, 2008	\$16.43
January 1, 2009	\$16.88
January 1, 2010	\$17.34

#### ARTICLE 23 - GENERAL PROVISIONS

- 23.1: In the event any sentence, clause or phrase to this Collective Bargaining Agreement shall be held for any reason to be inoperative or void or invalid, the remainder of the portions of this contract shall not be affected thereby.
- 23.2: The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement even though such subjects or matter may not have been within the knowledge, or contemplation of either or both the parties at the time they negotiated or signed the contract.
- 23.3: This Agreement supersedes and cancels all prior agreements, whether verbal or written, between the Employer and the Union and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto, and any current written amendments are hereby made part of this Agreement.
- 23.4: Should any court, board or agency of competent and proper jurisdiction rule that part or parts of this Agreement are void or of no effect, the remaining parts of the contract shall continue to be binding on the parties. This clause is made without prejudice to any of the parties hereto and is not an admission by any of the parties. It shall not be used in any litigation involving the aforesaid parties.

23.5: This agreement shall become effective when signed by the parties and shall remain in full force and effect until the 31st day of December, 2010. It is further agreed that the Agreement shall become open for negotiation 90 days prior to its termination date. Either party may terminate on the termination date by giving notice to the other within a 15-day period immediately following 90 days prior to the end of the Agreement.

In lieu of a termination notice, the notice may call for an amendment to the Agreement and if such notice is given, the other party shall have an additional 10 days to designate whether it desires to terminate or amend the Agreement. In the event amendment notices are given, all the provisions of this Agreement shall remain in full force and effect until a settlement is reached on the proposed amendments, provided, however, that either party may terminate this Agreement during the period of negotiations subsequent to the above termination date by giving a 30-day notice of termination. Notices shall be given in writing and shall be sent to the Union addressed to their Chairman of the bargaining committee at such place as he shall notify the Employer. Notice to the Employer is sufficient if given to the Labor Relations Committee of the Hillsdale County Board of Commissioners, Hillsdale County Courthouse, Hillsdale, Michigan 49242.

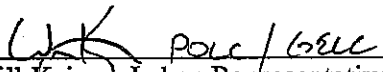
**ARTICLE 24 - RETIREMENT FUND**

24.1: The Employer contribution to an employee's retirement fund through ICMA is 6-1/2%

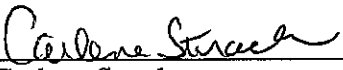
There is a mandatory 2% contribution by the employee and they can contribute up to 10% of their pay towards the retirement fund (up to the maximums allowed by law).

IN WITNESS WHEREOF, we have set our hands and seals the day first written above,

FOR THE UNION

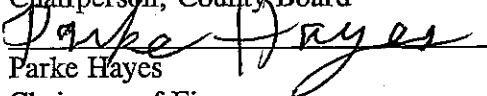
  
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Will Keizer, Labor Representative

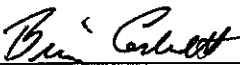
  
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Barb Pepper  
Unit Bargaining Committee

  
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Carlene Strachn  
Unit Bargaining Committee

FOR THE EMPLOYER

  
\_\_\_\_\_  
Maxine Vanlerberg

Chairperson, County Board  
  
\_\_\_\_\_  
Parke Hayes  
Chairman of Finance

  
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Brian Corbett  
Chairman, ETSB