

**COUNTY OF HILLSDALE**

**A body corporate of the State of Michigan,  
HILLSDALE COUNTY PROSECUTING ATTORNEY,  
HILLSDALE COUNTY CLERK,  
HILLSDALE COUNTY REGISTER OF DEEDS,  
HILLSDALE COUNTY TREASURER,  
HILLSDALE COUNTY DRAIN COMMISSIONER,  
and the  
HILLSDALE COUNTY SHERIFF**

**- and -**

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 517M**

**January 1, 2019 through December 31, 2022**

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## AGREEMENT

This Agreement made and entered into this 1<sup>st</sup> day of January, 2019 A.D., and effective when signed by all parties, between the County of Hillsdale, a body corporate of the State of Michigan, the Hillsdale County Prosecuting Attorney, the Hillsdale County Clerk, the Hillsdale County Register of Deeds, the Hillsdale County Treasurer, the Hillsdale County Drain Commissioner, and the Hillsdale County Sheriff, hereinafter referred to as the "Employer," and Service Employees International Union, Local 517M, hereinafter referred to as the "Union."

### ARTICLE 1 - PURPOSE AND INTENT

**Section A.** 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

**Section A.** 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 rates 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 and regular part-time technical, office, paraprofessional and service employees of Hillsdale County excluding elected officials, administrators, supervisors as defined by the act, confidential employees, other Union employees employed by the County and casual/contractual employees specifically excluding, however, the following: Chief Assistant Prosecuting Attorney, all Assistant Prosecuting Attorneys, Chief Deputy of Hillsdale County Clerk, Chief Deputy of Hillsdale County Register of Deeds, Chief Deputy of Hillsdale County Treasurer, the Sheriff's Secretary, Deputy Drain Commissioner, the Executive Secretary to the Board of Commissioners, the Deputy Clerk to the Board of Commissioners, and the Hillsdale County Court Employees.

**Section B.** **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 A. For purposes of this Agreement the following definitions are applicable:

1. **Full-Time Employee:** A full-time employee is an employee who is working the official workweek for a minimum of 37-1/2 hours per week on a regular schedule at a job classified by the Employer as regular and who has completed his/her probationary period.

2. **Part-Time Employee:**

- A. (i) A part-time employee is an employee who is scheduled to work less than 37-1/2 hours per week but a minimum of 16 hours per week on a regular schedule at a job classified by the Employer as regular and who has completed his/her probationary period. The benefits for part-time employees will be prorated. The time to complete probation for part-time employees is set at 640 hours of paid time.
- (ii) Health insurance will be provided to those employees regularly working 30 or more hours per week in accordance with applicable law, with such benefits commencing after the longest waiting period permitted by applicable law.
- B. In accordance with the above paragraph (a) any employee in any department who is a full-time employee may reduce the number of hours worked, if approved in the writing by the department head. Any employee working less than full-time hours shall be entitled to receive the health benefits the employee had in effect at the time the employee began working less than full-time. All other benefits, including seniority, vacation time, sick time and insurance buy-out amounts will be prorated to time worked.

3. **Supervisor/Administrator:** A Supervisor/Administrator is any person with the authority to hire, transfer, layoff, discharge, promote, or effectively discipline employees or who has the responsibility to direct employees or effectively recommend such action if, in connection with the foregoing, the exercise of such authority or responsibility is not a mere routine or clerical act but requires the use of independent judgment and skill.

4. **Employer:** "Employer" shall mean the Hillsdale County Board of Commissioners and all elected officials referred to in the preamble of this Agreement.

**Section C. Temporary Employees:** Temporary Employees may be hired from time to time to supplement the regular work force. When these employees are to be hired, the Union will be notified of the number and given a description of the duties to be performed and an estimate of the length of time of the employment to finish said duties. In no event will the time of employment exceed 640 hours of work in a given department. If the term of employment goes beyond 640 hours of work in a given department, the employee will be part of the bargaining unit and will be subject to the terms and conditions of this Agreement. 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**

**Section A.** The parties shall not discriminate predicated upon age, height, weight, religion, physical handicap, 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

**Section A. Union Membership:** Membership in the Union is not compulsory. 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.

### **Section B. Payroll Deduction for Union Dues or Service Fees:**

1. 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.
2. The employee designated by the County Clerk to perform the payroll function will notify, in writing, the Union Chief Steward of any new hires when they are added to the payroll, and when they have reached 640 hours of paid time with the County 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 30 days prior to the completion of the employee's probationary period.
3. Deductions shall be made only in accordance with the provisions of the written authorization form, together with the provisions of this Section.
4. 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 B-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.
5. All authorizations filed with the Hillsdale County Clerk's Office prior to the fifteenth (15th) of the month shall become effective the first (15th) 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.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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.

**Section C. Probationary Employees:** After 10-1-1991 any employee hired who is on probation shall not have any rights under this Agreement nor any fringe benefits, provided, however, that said employee shall be paid according to the wage scale attached hereto for regular and overtime hours.

**Section D. Hold Harmless:** The Union agrees to indemnify, defend, and save the Employer and any and all public officials, officers, and employees of Hillsdale County 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 B. Additionally, the Union agrees to completely indemnify the Employer for any claims, suits, or other forms of liability including actual attorney fees and expenses arising as a result of the discharge of an employee under the terms of Section A.

**Section E.** The Employer shall, within ten (10) workdays, notify the Union of any new hire(s).

**Section F.** There will be a bulletin board available in each building where employees report, portions of which shall be made available to the Union for their announcements. No postings shall be made on such boards until first approved by the Employer, which approval shall not be unreasonably withheld.

**Section G.** The Union will have the opportunity to use the Employer's building facilities for meetings as long as the Union abides by the rules and regulations established by the Employer for the use of such buildings and facilities.

#### **ARTICLE 5 - GRIEVANCE PROCEDURE**

**Section A. 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.

**Section B. Grievance Procedure:** All grievances shall be processed in the following manner:

**Step One. Informal Procedure:** An employee with a complaint shall, within ten (10) working days of the date of the occurrence which gave rise to the complaint or within ten (10) working days of the date the employee first reasonably should have known of the events which gave rise to the complaint, discuss it with his immediate supervisor with the object of resolving the matter informally. If requested, the Steward may be present.

**Step Two. 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 employee's General Supervisor. The General Supervisor shall place his/her 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 Three.** If the grievance is not satisfactorily resolved at Step 2, the grievant may within five (5) working days after receipt of the Department Head's written answer in Step 2, request, in writing, a meeting to be scheduled between the Department Head, grievant and the Union to discuss the grievance. Either party may have non-employee representatives in attendance. Within five (5) working days after the meeting between the Department Head, Grievant, and the Union, the Department Head shall furnish his written answer to the Union, Steward and/or Union representative. Should the Department Head fail to furnish a written answer within the five (5) working days, the grievance shall advance to the next Step and be processed in accordance with Step 4 of the procedure.

**Step Four.** If the grievance is not satisfactorily resolved in Step 3 of the grievance procedure, the Grievant may, within five (5) working days after receipt of the written answer in Step 3, or the time when the answer should have been received, request, in writing, a meeting between the Grievant's Department Head, and the designated committee of the Hillsdale County Board of Commissioners to discuss the grievance. Either party may have non-employee representatives in attendance. The designated committee of the Hillsdale County Board of Commissioners shall answer the grievance after ratification of its decision by the full Board of Hillsdale County Commissioners on or before the fifth working day after the second regularly held Board of Commissioner's meeting following the meeting between the grievant and the County's designated committee. The County's designated committee shall forward a copy of the disposition of the grievance to the Grievant, Union Steward, Union representative, in accordance with the time limits set forth above.

**Section C. 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 Employer, 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.

**Section D. Time Computation:** Saturdays, Sundays, and holidays recognized under this Agreement shall not be counted under the time procedures established in the Grievance Procedure.

**Section E. 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) 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.

**Section F. 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**

**Section A. Arbitration Request:** In the event the parties are unable to settle the matter at Step 4, the Union or the Employer may request arbitration of any unresolved grievance by giving written notice, including telegraphic, to the Employer or the Union of its intent to arbitrate within thirty (30) working days following receipt of the Employer's disposition in Step 4 of the grievance procedure or upon the Employer's failure to schedule a Step 4 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.

**Section B. 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 random draw, one (1) of the following arbitrators who shall decide the matter, and whose expenses shall be shared equally by the Union and the Employer:

Mark Glazer  
Anne Patton

Each party shall pay the expenses, wages, and any other compensation of its own witnesses and representatives.

**Section C. 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 County, or to overrule the County unless the County'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 with the time limits set forth in Articles 5 or 6.

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

**Section A.** 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**

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**

**Section A.** The Union shall have the right to designate two Stewards and an alternate from the County's seniority list to handle such Union business as may from time to time be delegated to them by the Union. Not more than one Steward may be designated by the Union from any one County Department, and at no time is the Union authorized to have more than three (3) Stewards two (2) regular Stewards and an alternate. The Union shall notify the County, in writing, of the names of the Stewards and alternate, if any.

Stewards will be permitted to leave their work, after obtaining approval from their Department Head 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 supervisor upon returning from a grievance discussion.

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 times 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 while the County will pay them for time spent in contract negotiations.

No person shall be appointed Union Steward from any office where there is not at least one other full-time employee who is in the bargaining unit.

**Section B.** The Union shall have the right to designate up to three employees for the purposes of representing SEIU members for periodic contract negotiations. The Employer agrees to pay those three members at their current hourly rates for time spent during normal working hour negotiations. The Union shall also have the right to designate one representative from each County department as observer-participants. Such observer-participants shall not be paid by the County for time spent in negotiations and may only be released from work with the consent of his/her department head, which consent shall not be unreasonably withheld.

## **ARTICLE 10 - SENIORITY**

**Section A. Definition of Seniority:** Seniority shall be defined as the length of continuous service with Employer since the employee's last date of hire excepting CETA or JTPA employees whose last date of hire shall be the date when they first went on the County payroll full-time after completion of the probationary period. An employee's "last date of hire" shall be the most recent date upon which he first commenced work for Employer. Seniority shall commence only after the employee completes the probationary period hereinafter provided, but upon completion of the probationary period, seniority shall revert back to "last date of hire." Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

**Section B. Probationary Period:** All new employees shall be considered to be on probation and shall have no seniority for the first 640 hours of paid time following their first day of work for the Employer after which time the employee's seniority shall be retroactive to his/her "last date of hire". Until an employee has completed his probationary period, he may be disciplined, laid off, recalled, terminated, or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures.

**Section C. Loss of Seniority:** An employee's seniority and employment relationship with the Employer shall terminate for any of the following reasons:

1. If he/she quits or retires;
2. If he/she is terminated or discharged for just cause;
3. 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;
4. 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;
5. If he/she has been on layoff status for a period of one (1) year;
6. 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 last known address;
7. If he/she fails to inform the Employer within three (3) working days following receipt of notification of recall from layoff that he intends to return to work for the Employer.

**Section D. Promotion:** Employees who, in the judgment of the Employer, have the required training, ability, aptitude, seniority, and knowledge for positions of increased responsibility shall be considered for promotion when vacancies occur. Seniority shall not be used as a basis for promotion unless the other qualifications of two (2) or more employees are considered by the Department Head to be equal.

1. Upon approval to fill an existing vacancy, such job opening shall be posted for a period of five (5) working days. The bidding procedure for the vacancy shall be on the posting.
2. All vacancies shall be posted upon the bulletin board at the Courthouse in Hillsdale, Michigan.

**Section E. Seniority List:** An up-to-date seniority list for the bargaining unit shall be furnished to the Union by the Employer annually by January 31st of each year. Employees will have ten (10) calendar days to object to the accuracy of the list and must submit their objection in writing with a copy to the Employer and the Union. At the time it provides this seniority list, the Employer will also provide the Union with the following information on each member of the bargaining unit: name, address, classification, work location, County (business) phone number for the employee, County (business) email address for the employee, employee birthdate, and whether the employee is full-time or part-time status.

**Section F. 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**

**Section A. Layoff and Recall Procedure:** In the event a reduction in force occurs, the County shall offer each employee in the classification and department affected the option of taking a voluntary layoff. The County shall accept any voluntary layoffs before exercising its discretion to layoff 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 and if a part-time employee, the employee is willing to work full-time hours if, within the discretion of the Department Head, they are needed to work full-time hours.

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 County. If the more senior part-time employee refuses to work full time hours, the County can lay off the more senior part-time employee in the classification and department affected rather than the least senior full-time employee.

**Section B. 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. If the employee with the most seniority on layoff is a part-time employee who refuses to work full-time hours and the Department Head determines a full-time employee is necessary to carry out the operations of the Department, a less senior full-time employee on layoff may be recalled before the more senior part-time employee.

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 County. Upon recall, an employee must return to his/her former classification except by mutual consent. In the event an employee is recalled to a different classification or a different department, then he/she shall serve a 30-day probationary period.

**Section C. 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.

**Section D. 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**

The provisions of the Family Leave Act shall be adopted in their entirety insofar as they are not inconsistent with other provisions of the expired Labor Agreement and its amendments.

Further, it is agreed that no employee shall suffer a reduction in benefits through the adoption of said Family Leave Act.

### Unpaid Leave

#### Section A. Personal Leave:

1. 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 Department Head has the discretion to determine whether to grant any leave request under Article 12 excepting for a leave under Section H, Workers Compensation Leave and subject to Section A (3).
  - (a) A personal leave shall be defined as any unpaid leave granted for any purpose including any leave hereinafter described in paragraphs B through E and H, both inclusive, and further specifically including a leave where an individual is receiving disability benefits regardless of who pays the premium.
2. Such leaves will be granted only if an employee has used all of their accumulated paid leave time excepting for vacation time.
3. A personal leave shall not exceed ninety (90) days unless the request and granting of the same falls within the provisions of the Family Medical Leave Act. Any personal leave exceeding one (1) week must be by mutual agreement between the employee, the Department Head and the County.
4. Non-probationary 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.
5. To the extent practical, the Department Head will grant leave for emergency circumstances for a period not to exceed one (1) week unless extended by mutual agreement. The Department Head will not be unreasonable in his/her refusal to grant emergency leave.

#### Section B. Union Educational Leave:

1. 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.
2. The number of employees on Union educational leave shall not exceed three (3) and the number of working days shall not exceed five (5) in any one calendar year, provided however, that not more than one person from a given department shall be on said leave at one time.

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

**Section C. Union Business Leave:**

1. Leaves of absence without pay may be granted to any non-probationary employees elected to any Union office or selected by Union to do work which takes them from employment with their Employer.
2. Not more than one employee shall be eligible for such leave at any one time.
3. Such leave shall not exceed one (1) year, however, this leave may be extended by mutual agreement.
4. Employees 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.
5. Employees on such leave will accumulate seniority.

**Section D. Military Leave:**

1. All employees shall receive military leave when requested pursuant to federal law and shall be entitled to all benefits pursuant thereto.

**Section E. Educational Leave:**

1. 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.
2. Said leave may be granted by the department head for a maximum period of one year but may be extended by agreement between the employee and the department head.
3. Employees will not accrue seniority or benefits while on educational leave.

**Section F. Purpose of Leaves:**

1. 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 leaves 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.

**Section G. Procedure for Requesting Leaves:**

Requests for a leave of absence must be submitted in writing by the employee to his immediate supervisor 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 Employer. Any request for an extension of a leave of absence must be submitted in writing to the Employer 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 Employer.

**Section H. Workers' Compensation Leave:**

1. If an employee is injured on the job so as to be entitled to workers' compensation benefits, such employee may apply or they may choose not to apply accumulated sick pay, compensatory time, personal days or vacation time in not less than 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.
2. During said workers' compensation leave, seniority shall continue to accumulate and shall be retained thereafter.
3. Additionally, benefits including vacation, sick days, personal days, longevity and insurance shall cease to be accrued or be paid for provided, however, that any person who is on workers' compensation leave may elect to take a twelve (12) week leave of absence pursuant to the provisions of the Family Medical Leave Act in which case health insurance payments shall continue for the period of said leave. Thereafter, all such benefits shall cease provided the employee shall have any and all COBRA rights respecting said insurance coverage.
4. The Employer shall compute all Workers' Compensation benefits pursuant to the laws of the State of Michigan.

**ARTICLE 13 - PAID LEAVES**

**Section A. Bereavement Leave:**

1. Employees upon request will be excused for up to three (3) scheduled working days, four days if the funeral or memorial service 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 employees may attend the funeral or memorial service.

2. Immediate family shall be defined as including the employees' spouse, children, step-children, foster children, parents, step-parents, foster parents, brothers, sisters, step-sisters, step-brothers, natural brother-in-law, natural sister-in-law, grand-parents, grandchildren, great-grandchildren, parent-in-law, and other persons for whose financial or physical care the employee is primarily responsible.
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 or such scheduled days of work for which he/she is excused.
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 of their Department Head.

#### ARTICLE 14 - SICK LEAVE AND MEDICAL LEAVE

**Section A.** Commencing with the date of this Agreement, each non-probationary employee shall have the number of sick leave days that they have accumulated while working for the County of Hillsdale 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 December 1, 2014, and on the first (1st) regularly scheduled payday after December 1st of each following year this Agreement is in effect, any employee who accumulates more than thirty (30) days by not using their accrued sick leave during the year shall be paid at the current year's hourly rate for all such days and portions thereof exceeding thirty (30) days which have been accumulated and are unused as of December 1st of the current year. This payment will be made by a check separate from the employee's regularly-scheduled paycheck. (Example: The employee has accumulated thirty (30) days by December 1st of the previous year and accumulates twelve (12) days by December 1st of the current year and of these he/she uses two (2). After December 1st of the current year, he/she will be paid by a separate check for the ten (10) unused sick days at his/her current rate of pay.)

**Section B.** Any employee with a minimum of three (3) years of seniority will be paid fifty (50%) percent of all unused sick time upon leaving the Employer's employment, unless discharged for cause.

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:

1. Illness or injury to the employee;
2. Serious illness in employees' immediate family which requires his or her attention;
3. Exposure to contagious diseases.

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.

Falsely setting forth the reasons for the absence shall constitute just cause for dismissal.



Notwithstanding the above, all employees may use four (4) days per calendar year as personal days and charge them to sick leave 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. Employees who are hired after January 1, 1999, shall accumulate earned sick time during their probationary period which shall relate back to the date of hire.

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

**Section A.** The Employer shall not discharge or discipline an employee for other than just cause.

**Section B.** The discharge and/or discipline of an employee shall be reviewable by way of the grievance procedure.

**Section C.** Discipline shall be defined as a verbal or written warning, suspension or discharge. All disciplinary notices may be used as a basis for further discipline unless otherwise indicated in the disciplinary notice.

#### **ARTICLE 16 - HOURS OF EMPLOYMENT**

**Section A. Hours of Work:** The work week shall be 40 hours and the offices in the Courthouse shall be open from 8:30 a.m. until 5:00 p.m. with all employees to receive a one-hour lunch break. To better serve the public the elected or appointed department head or his designee may assign alternate lunch times in order to have the office remain open during the hour of 12:00 noon until 1:00 p.m. These assigned alternate lunch hours shall not commence before 11:30 a.m. and shall be completed by 1:30 p.m.

In the event that it should be feasible, in terms of productivity, to add a shift or to change the times when employees in various departments work, this may be done at the discretion of the Employer. In exercising this option, the Employer agrees to meet and confer with the Union before enacting this plan.

The above shift hours shall not apply to janitorial or maintenance personnel who shall work the shifts in being upon the effective date of this Agreement.

**Section B. Overtime:** Time and one-half shall be paid for all hours worked in excess of forty (40) hours per week and eight (8) hours per day or the Employer and employee by mutual agreement may grant to the employee equal time off as compensatory time.

Each party shall have the number of hours of compensatory time which they have accumulated as of the effective date of this Agreement provided, however, that compensatory time shall not accumulate beyond forty-five (45) hours and each person who shall have in excess of forty-five (45) hours of compensatory time shall be paid for the difference between forty-five (45) hours and the amount accumulated in December of each year that this contract or any extension thereof is in effect at a rate of pay equal to the rate of pay achieved at the time the compensatory

time was accrued. Upon ceasing employment, the employee shall be paid for all earned and unused compensatory time.

**Section C. Work Breaks:** The County shall grant two fifteen (15) minute break periods during an eight (8) hour shift, one to be taken in the morning between 10:00 a.m. and 11:00 a.m. and one to be taken in the afternoon between 2:30 p.m. and 3:30 p.m. These work breaks shall be taken in such a fashion that the level of service in any department shall not be diminished.

**Section D. Working Out of Classification:** An employee in a lower rated classification will only be paid for work in a higher rated classification if the Department Head, in writing, directs the lower rated employee to perform work of the higher rated classification. The Department Head shall have the sole discretion to determine whether to assign an employee to perform the work of a higher rated classification.

**Section E. Holiday Pay:** In the unlikely event that any employee shall work on a holiday, they shall receive pay at the rate of 2 times the hourly rate for all hours worked.

#### **ARTICLE 17 - HOLIDAYS**

**Section A.** The following shall be established as paid holidays:

- |                             |                               |
|-----------------------------|-------------------------------|
| 1. New Year's Day           | 7. Labor Day                  |
| 2. Martin Luther King Day   | 8. Veterans Day               |
| 3. Presidents Day           | 9. Thanksgiving Day           |
| 4. One-Half Day Good Friday | 10. Friday after Thanksgiving |
| 5. Memorial Day             | 11. Christmas Eve Day         |
| 6. Independence Day         | 12. Christmas Day             |
|                             | 13. New Year's Eve            |

Additionally, general election occurring every 4th year shall be a holiday as well as any other day that the Board of Commissioners, by resolution, closes the Courthouse in celebration of an event.

Each of the above holidays will be observed on the day that the holiday is observed by the Michigan Courts.

#### **ARTICLE 18 - VACATION**

**Section A.** All employees covered by this Agreement who are on the seniority list of the County, on each anniversary of their employment date, shall be entitled to a vacation with pay at their current rate, in accordance with the following plan:

1. Employees with one (1) year or more of seniority will be entitled to five (5) working days of vacation with pay at their regular rate.
2. 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.

3. Employees with five (5) 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.
4. Employees with ten (10) years or more of seniority on their anniversary date shall be allowed twenty (20) working days of vacation with pay at their regular rate of pay.

**Section B. Vacation Eligibility:** An employee's eligibility for his/her vacation shall be determined on the first and subsequent anniversary dates of his/her employment. The first and subsequent anniversary years shall be hereinafter referred to as the qualifying year.

**Section C.** Employees who retire or voluntarily terminate their employment with the County or who terminated pursuant to Article 10, Section C(5), shall be entitled to be paid for their accrued vacation leave at their regular rate of pay. Employees who are terminated by the County shall forfeit any accrued vacation pay.

**Section D.** 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.

**Section E.** Employee vacation schedules will be determined by Department. Employees must submit a written request for vacation, of one week or more, to their Department Head 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 Department Head has the sole discretion to grant or deny a vacation request based on the business needs of the Department. The Department Head will attempt to accommodate the employee's request. In the event of a conflict between employees for the same vacation time, department seniority between the employees will control.

**Section F.** If a paid holiday occurs during an employee's vacation, he/she shall receive one day's pay under the holiday pay provisions for such holiday.

**Section G.** 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/her 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**

**Section A.** 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 this date.

#### **ARTICLE 20 – INSURANCE**

The Employer may take any action in compliance with Michigan Public Act 152 of 2011, and payroll deductions are authorized for this purpose.

**Section A.** Priority Health Insurance Plan, 5000/10000, 10/40/80/20%/20% Rx, PCP 20/Sp 35 OV, 35/30 combined Urgent Care/ER; modified to 1000/2000, 20% co-insurance, with co-insurance maximums of 800/1600.

The County agrees to carry the United Health Care vision plan, or a plan that is comparable thereto.

In the event an employee is laid off, the insurance will be continued for one month following the month in which the layoff occurs.

**Section B.** Any person who is eligible for any County health insurance plan may elect to opt out of the plan in which he/she is enrolled or for which he/she is eligible and will be paid one hundred Twenty-Five Dollars (\$125.00) per month if he/she gives up single coverage or Two Hundred-Fifty Dollars (\$250.00) per month if he/she gives up two (2) 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. Opt out payments will also be conditioned as required by law for eligible opt-out arrangements.

**Section C. Dental Coverage:** The SEIU 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.

**Section D.** 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, after consultation with the Union, 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 substantially equivalent benefits are provided at no additional costs to employees. A grievance alleging a violation of this provision shall bypass Steps 1-4 of the Grievance Procedure and shall proceed directly to arbitration.

## **ARTICLE 21 - WAGES AND SERVICE CLASSIFICATIONS**

### **SALARY SCHEDULE - SEIU EMPLOYEES**

**Section A.** Eliminate pay for "Systems Technician." For work performed during each calendar year, each employee shall be paid in accordance with the following schedule:

Effective January 1, 2019

Level	Hire	8 Month	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years	7 Years	8 Years	9 Years	10 Years	15 Years	20 Years	25 Years
Level 1	22,066.60 10.62	23,882.40 11.53	24,232.00 11.85	24,481.60 11.77	24,710.40 11.88	24,967.60 12.00	25,207.08 12.12	25,459.15 12.24	25,713.74 12.36	25,970.88 12.48	26,230.69 12.61	26,492.89 12.74	26,767.82 12.88	27,025.40 12.99	27,285.85 13.12
Level 2	23,504.00 11.30	25,500.80 12.28	26,750.40 12.38	28,000.00 12.60	28,249.60 12.62	28,512.10 12.75	28,777.22 12.87	27,044.99 13.00	27,315.44 13.13	27,588.59 13.26	27,864.48 13.40	28,143.12 13.63	28,424.66 13.87	28,708.80 13.80	28,995.89 13.94
Level 3	24,586.60 11.82	26,858.40 12.98	27,331.20 13.14	27,580.80 13.28	27,862.80 13.41	28,171.73 13.54	28,453.45 13.68	28,737.98 13.82	29,025.38 13.95	29,315.61 14.09	29,808.77 14.23	29,904.86 14.38	30,203.91 14.52	30,506.94 14.67	30,811.00 14.81
Level 4	25,868.00 12.45	28,788.40 13.83	29,057.60 13.97	29,348.80 14.11	29,640.00 14.25	29,936.40 14.39	30,235.76 14.54	30,538.12 14.68	30,843.50 14.83	31,151.94 14.98	31,463.46 15.13	31,778.09 15.28	32,095.87 15.43	32,416.83 15.59	32,741.00 15.74
Level 5	27,862.80 13.41	30,659.20 14.74	30,971.20 14.89	31,282.40 15.03	31,618.00 15.20	31,932.16 15.35	32,251.48 15.51	32,574.00 15.68	32,899.74 15.82	33,228.73 15.98	33,661.02 16.14	33,886.63 16.30	34,236.80 16.46	34,577.95 16.62	34,923.73 16.79
Level 6	29,452.80 14.16	32,988.80 15.88	33,300.80 16.01	33,633.80 16.17	33,968.40 16.33	34,308.08 16.49	34,649.12 16.68	34,996.82 16.82	35,345.67 16.99	35,699.03 17.16	36,058.02 17.33	36,416.58 17.51	36,780.74 17.68	37,148.66 17.88	37,520.04 18.04
Level 7	31,585.20 15.19	35,048.00 16.85	35,380.80 17.01	35,778.00 17.20	36,128.60 17.37	36,480.90 17.54	36,855.80 17.72	37,224.38 17.90	37,598.61 18.08	37,972.57 18.28	38,352.30 18.44	38,735.82 18.62	39,123.18 18.81	39,514.41 18.00	39,909.66 18.18

**ARTICLE 22 - GENERAL PROVISIONS**

**Section A.** In the event any sentence, clause or phrase of 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.

**Section B.** The parties acknowledge that past practices for employees will be limited to those practices currently enjoyed by the employees within the Department in which they are employed.

**Section C.** 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 County 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 have not been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed the contract.

**Section D.** This Agreement supersedes and cancels all prior agreements, whether verbal or written, between the County 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.

**Section E.** 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.

**Section F.** This Agreement shall become effective January 1, 2019. This Agreement shall remain in full force and effect until the 31st day of December, 2022. It is further agreed that the Agreement shall become open for negotiation 180 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 180 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 ten (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 thirty (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/she shall notify the County. Notice to the County is sufficient if given to the Labor Relations Committee of the Hillsdale County Board of Commissioners and the Hillsdale County Clerk, Hillsdale County Courthouse, Hillsdale, Michigan 49242.

**Section G.** During the summer months, the Employer will furnish for the employees' benefit a picnic table upon the Courthouse premises, the location of which shall be within the sole discretion of the Employer.

**Section H.** The Union agrees to the reallocation of the Deputy Director of Equalization to a Supervisory, non-bargaining unit position.

**Section I.** It is understood between the Employer and the Union that the salary schedule for each year shall apply only to work performed during the applicable calendar year. Any applicable raises shall take place after 12:00 a.m. on January 1st of each year.

**Section J.** An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

**Section K.** On or before January 31<sup>st</sup> of each year, employees assigned to the Drain Commission (other than clerical staff) shall receive an annual stipend of \$150.00 for the purchase of work-related winter clothing.

#### **ARTICLE 23 - RETIREMENT**

The Employer and Employee agree that the Employer's contribution to the Retirement Program shall be 6.5% per year. Upon becoming eligible under the terms of the applicable retirement plan, the employee shall enroll in the Retirement Program.








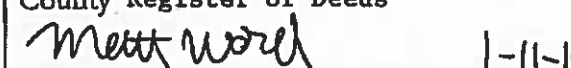

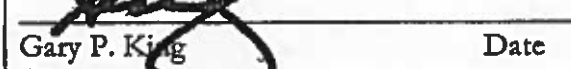
Any employee with a minimum of three (3) years of seniority will be paid fifty (50%) percent of all unused sick time upon leaving the Employer's employment, unless discharged for cause.

IN WITNESS WHEREOF, the parties to this Agreement hereunto subscribe their hands and seals the day and year indicated.

HILLSDALE BOARD OF COMMISSIONERS AND DEPARTMENT HEADS	SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M
<i>Mark E. Wiley</i> 1-8-19	
Mark E. Wiley Date Chairperson, Board of Commissioners	Andy Johnson Date Union
<i>Marney Kast</i> 1/8/19	<i>LeaAnn Zimmerman</i> 1-16-19
Marney Kast Date County Clerk	LeaAnn Zimmerman Date Chief Union Steward
<i>Stephenie Kyser</i> 1/8/19	
Stephenie Kyser Date County Treasurer	
<i>Neal Brady</i> 1-16-19	
Neal Brady Date County Prosecutor	
<i>Bambi Somerkott</i> 1/8/19	
Bambi Somerkott Date County Register of Deeds	
<i>Matt Word</i> 1-11-19	
Matt Word Date County Drain Commissioner	
<i>Timothy Parker</i> 1-9-19	
Timothy Parker Date County Sheriff	
<i>Gary P. King</i>	
Gary P. King Date Attorney	

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HILLSDALE BOARD OF COMMISSIONERS AND DEPARTMENT HEADS	SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 517M
 1-8-19	 1/16/19
Mark E. Wiley Date Chairperson, Board of Commissioners	Andy Johnson Date Union
 1/8/19	 1-16-19
Marney Kast Date County Clerk	LeaAnn Zimmerman Date Chief Union Steward
 1/8/19	
Stephenie Kyser Date County Treasurer	Date
 1-16-19	
Neal Brady Date County Prosecutor	Date
 1/8/19	
Bambi Somerlott Date County Register of Deeds	
 1-11-19	
Matt Word Date County Drain Commissioner	
 1-9-19	
Timothy Parker Date County Sheriff	
	
Gary P. King Date Attorney	