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AGREEMENT  
BETWEEN  
THE

COUNTY OF HILLSDALE  
BOARD OF COMMISSIONERS  
and the  
SHERIFF OF HILLSDALE COUNTY

AND

FRATERNAL ORDER  
OF POLICE  
State Lodge of Michigan  
Labor Council

HILLSDALE COUNTY SHERIFF'S DEPARTMENT  
SUPERVISORY UNIT

*Hillsdale, County of*

## PURPOSE AND INTENT

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the County and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment and to clarify the principle that labor relations between such employees and the County as herein defined are the exclusive province of the Hillsdale County Board of Commissioners and the Fraternal Order of Police, State Lodge Labor Council and its Hillsdale County Sheriff's Department members.

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

The County and the Union agree that neither shall discriminate against any employee because of race, color, creed, age, sex, nationality, political belief, membership or non-membership in a Union, nor shall the County, or its agents, or its members, discriminate against any employee because of his exercising his rights under the Act, or aid and assist any other labor organization in order to undermine the Union.

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1986, and effective on aforesaid date, by and between the County of Hillsdale and its Board of Commissioners and the Sheriff of Hillsdale County, State of Michigan (hereinafter referred to as the "Employers") and the Fraternal Order of Police, State Lodge of Michigan Labor Council, Hillsdale County Sheriff's Department Supervisory Unit (hereinafter referred to as the "Union").

### ARTICLE 1

#### RECOGNITION

Section 1. Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees employed by the Hillsdale County Sheriff's Department in the following described unit:

All regularly employed supervisory employees of the Sheriff's Department to include the Sergeants and excluding all other employees.

Section 2. Other Agreements. The Employer agrees that during the life of this Agreement it will not recognize any labor organization other than the Union as the collective

bargaining agent for the employees occupying, or who may during the life of this Agreement occupy, any of the job classifications included in the bargaining unit. Nor may the Employer enter into any agreements with employees individually or collectively which conflict or are contrary to the terms of this Agreement.

## ARTICLE 2

### Section 1. Role and Relationship of Board and Sheriff.

The Board and the Sheriff each agree respectively to retain and reserve to themselves individually, without limitation, all the powers, rights, authorities and duties conferred upon them by the Constitution and the laws of the State of Michigan.

Nothing in this Agreement shall be taken as a dilution of the powers conferred by law upon the Board and/or the Sheriff in their relationship to each other.

The Union only recognizes that the Board of Commissioners may be the Employer to the extent that it controls the economic factors involved in the employment contract, but that the Sheriff is the Employer who has control over the day-to-day operation of the Sheriff's Department; thus, the Board of Commissioners and the Sheriff are dual Employers for collective bargaining purposes.

Section 2. Employee or Employees. As used in this Agreement, "employee" or "employees" shall mean all regularly



scheduled, full-time employees within the bargaining unit represented by the "Union".

### ARTICLE 3

#### UNION SECURITY, REPRESENTATION

##### DUES AND FEES

Section 1. Agency Shop or Union Membership. It is the intent of this Agreement to make a legal provision for the voluntary payment by all the members of the bargaining unit of a representation fee or for voluntary union membership as they shall choose. The County and the Union agree that they will not discriminate against any employee as set forth above, in regard to terms of hire or conditions of employment, in order to encourage or discourage membership in the Union.

- (a) Present employees who are members of the Union shall be deemed to be continuing members, subject to the provisions of this Agreement, and shall, if they desire, remain members for the duration of this Agreement. Employees not members of the Union on the effective date of this Agreement may become members if they desire and they may file an agreement for checkoff of dues and fees as hereinafter provided. Such dues and fees shall be collected according to the terms of such agreement in the form attached. The Union will accept into membership all employees who are subject to the provisions of this Agreement who apply for the same and tender dues and fees as uniformly required as a condition of the membership.

Section 2. On or before the 31st day following the beginning of employment or 31 days from the time this Agreement is executed, whichever is later, each employee covered by this Agreement shall decide whether or not to apply for membership in the Union by executing membership and dues authorization cards as may be required by the Union, or not to apply for membership, meaning, in which event, employees may execute the representation fee authorization checkoff card hereinafter referred to, or shall pay monthly Union dues or the representation fee.

Section 3. Employees covered by this Agreement who are not members of the Union shall pay a representation fee equivalent to the amount of dues uniformly required by members of the Union.

Section 4. Employees who fail to remain members of the Union or, in the alternative, to pay the representation fee, shall be discharged by the County within 30 days after receipt of a written notice to both the County and the employee from the Union, unless the County is otherwise notified by the Union and the employee, in writing, within such period that such default has been rectified. Provided, however, the Union agrees to indemnify and save the employer harmless against any and all claims, suit or other forms of liability arising out of the deduction of dues, initiation fees, representation fees or the discharge of an employee for non-payment thereof.

Section 5. This provision, with respect to membership in the Union, shall in no way affect the County's rights with respect to exercise of the provisions of this contract as they relate to the

retention or termination of the employees, including probationary employees, so long as such employees as may be required hereunder maintain union membership or pay the representation fee. The County clerk's office will furnish to the Union a list of all new hires of the Sheriff's office who may become subject to this Agreement at the end of each pay period and the application for employment will contain the provisions concerning the election to participate in the insurance program. In the event an employee's seniority is terminated for any reason, the Union will be notified by the County of the names of the employees following the end of each month in which terminations of seniority took place.

Section 6. Probationary employees shall not have any rights under this Agreement other than those set forth with respect to pay and overtime or other fringe benefits provided for under the seniority clause after their initial 30-day period. Probationary employees shall not be entitled to process grievances, except as to matters concerning health and safety, or if they contend their discharge was arbitrary and capricious.

#### ARTICLE 4

#### PAYMENT OF UNION DUES

Section 1. During the life of this Agreement, and to the extent the laws of the State of Michigan permit, the County agrees to deduct union membership dues and/or any other fees levied, in accordance with the constitution and by-laws of the Union, from the

pay of each employee who executes or has executed an "Authorization for Union Deduction" form. Such dues and/or fees must be tendered by payroll deduction.

Section 2. Deductions shall be made only in accordance with the provisions of said "Authorization for Union Deduction" form.

Section 3. A properly executed copy of such "Authorization for Union Deduction" form for each employee for whom union membership and/or fees are to be deducted shall be delivered to the County before any payroll deductions are made. Any "Authorization for Union Deduction" forms which are incomplete or in error will be returned promptly to the designated financial officer of the local union.

Section 4. Deductions for each calendar month shall be remitted to the designated financial officer of the local union, with a listing of employees for whom said deductions were made within 15 days after date of deduction.

Section 5. The County shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of payment of any sum other than that constituting actual deductions from wages earned by employees.

The Union will protect, save harmless and indemnify the County from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the employer for the purpose of complying with this Article of this Agreement, and the Union agrees that it will intervene and defend the County in the event the above occurs.

Section 6. The County shall commence deduction of the union membership fees and dues as authorized by the employee or the deduction of the representation fee assessed against its members on a uniform basis. Employees shall either remain members of the Union for the duration of this Agreement, or, in lieu thereof, shall pay the representation fee as a condition of continued employment.

ARTICLE 5  
REPRESENTATION

Section 1. The employees shall be represented by a bargaining committee of the Chief Steward and not more than two (2) employees, which committee shall be selected in a manner determined by the employees and the Union. The Chief Steward shall act as chairman and the other committee members may act as stewards. Said committee may, at their option, have their business agent present during the time the committee is functioning. Reasonable arrangements will be made to allow committee members time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings during their working hours. Committee members shall have access to County premises for the purposes of investigation and adjusting any complaints therein by arranging with the County to visit such premises during regular working hours, but on none of such visits shall the union committee members interfere with maintenance of discipline or the regular

work being carried on. Committee members will be paid for time off their job during their working hours, if they have properly reported off their job to investigate and process legitimate grievances or to attend County scheduled meetings. The Union shall be permitted the use of County premises for union meetings with proper notice to and with permission of the Sheriff.

Section 2. The stewards shall function only in the absence of the Chief Steward. The stewards may also process a reported employee grievance as provided by the first step of the grievance procedure. Thereafter, the reported grievance shall be processed by the Chief Steward, or other designated union representative as defined by the appropriate steps of the grievance procedure.

Section 3. The Chief Steward shall be released from his work assignment to represent his union, without loss of pay, after giving notice to the Sheriff provided the Sheriff gives his consent, which shall not be unreasonably withheld, for a period of time not exceeding five (5) working days per year.

Section 4. Visits by Union Representatives. The employer agrees that accredited non-employee representatives of the Union shall have access to the premises of the employer during the regular business hours for reasonable periods of time to conduct Union business. Such representatives shall give advance notice of the desired meeting to the supervisor concerned who will arrange a time and place for the meeting.

Section 5. Union Leave. Providing adequate notice is given to the Department and the Sheriff gives his consent, which shall

not be unreasonably withheld, the Union may designate an individual or individuals who may collectively take up to a maximum of two (2) days per year leave without pay to attend Union functions.

#### ARTICLE 6

#### COUNTY RESPONSIBILITY

The management of the business of the County and its Sheriff's Department is vested exclusively in the County of Hillsdale, as provided by law, and the County reserves to it all management functions, including full and exclusive control of the content of work and the direction and supervision of the operation of County business and of the employees of the County hereunder. This shall include, but not be limited to, discharge for just cause, to establish classifications, lay off employees because of lack of work, or for other legitimate reasons, to combine or split up departments, to require employees to observe reasonable County rules and regulations not inconsistent with the provisions of this Agreement, to decide on the functions to be performed, hours and schedules to be worked, and what work is to be performed by the County or outside agencies, and to establish standards of performance and fitness, all of which shall be subject to the applicable express provisions of this Agreement. The above rights are not all inclusive, but are merely an indication of the type of matters or rights which belong to and are part of the management of



the business of the County, except where any of the provisions hereof is in conflict with or is expressly modified by the terms of this Agreement.

The parties agree there shall be no discriminatory treatment of any employee for any reason, but that, in cases where such is charged, the Union shall carry the burden of proof on this matter.

#### ARTICLE 7

#### GRIEVANCE PROCEDURE

It is the intent of the parties of this Agreement that the procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between the employees and the County as to the application, interpretation or compliance with the provisions of this Agreement pertaining to wages, hours and other conditions of employment. Both parties shall make an earnest effort to settle such differences.

Step 1. An employee having a grievance shall, with his steward, present it orally to the Sheriff within 5 working days from the knowledge of its occurrence. If it is not settled orally, the steward shall reduce it to writing, stating the grievance and the remedy desired. Both the aggrieved employee and the steward shall sign the grievance and it shall be submitted to the Sheriff within 5 working days from the date of the reply to the oral presentation. The Sheriff shall answer the grievance in writing within 2 working days. If the Sheriff does not answer the grievance within the stated time period, the grievance shall be treated as having been denied.



Step 2. If the Sheriff's answer is not satisfactory to the bargaining committee of the Union, it may submit an appeal within 10 days to the Sheriff's committee. The chairman of the Sheriff's committee, and such other members as may be available, shall review said grievance and, if requested at the time of submission of the grievance, shall meet and discuss said grievance with the committee. Thereafter, they shall render a decision on said grievance within 10 working days from the date of receipt of said grievance.

Step 3. If the committee's answer is not satisfactory to either the bargaining committee of the Union or the Sheriff, either party may submit the appeal to the next meeting of the Hillsdale County Board of Commissioners. A decision shall be given on or before the fifth working day following the second regularly held Board of Commissioners' meeting scheduled after the appeal is submitted.

- (a) In the event of discharge, suspension or demotion, the executed written grievance shall commence at Step 2 of the grievance procedure.

Step 4. In the event the parties are unable to settle the matter at Step 3 and the Union or the County wishes to carry the matter further, the parties agree to submit to arbitration under the provisions of the Rules and Regulations of the Federal Mediation and Conciliation Service. The parties will select an arbitrator from among a list of seven (7) arbitrators presented by FMCS. In the event the parties fail to select an arbitrator by the method provided by the FMCS, it shall be empowered to

appoint an arbitrator in accordance with its Rules and Regulations. The issues shall be specifically set forth by the party requesting arbitration, and the arbitrator shall not have jurisdiction to subtract from nor modify any of the terms of this Agreement or any amendments thereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.

- (a) The request for arbitration shall be made within thirty (30) days from the time the answer was given in Step 3.
- (b) The decision of the arbitrator shall be final and conclusive and binding upon all employees, the County and the Union. The expense and fees of the arbitrator shall be paid by the losing party. There shall be no appeal from an arbitrator's decision.

Section 1. The arbitrator shall limit his decision strictly to the disciplinary action, interpretation, application or enforcement of specific articles and sections of this Agreement and shall not render a decision inconsistent with, modifying, or varying in any way the terms of this Agreement.

Section 2. Any grievance under this article relating to the payment of wages shall not be retroactive beyond the date the grievance was first presented at Step 1. Any grievance not initiated or appealed within the time limits outlined within the Grievance and Arbitration Procedure shall be considered settled on the basis of the last answer of the County and not subject to further review. The grievance may be withdrawn at any stage of the proceedings by mutual consent of the parties.

Section 3. In the event the Board of Commissioners fail to meet with the Union in a timely manner, or fail to file a written grievance or answer in a timely manner, said grievance shall be sustained on behalf of the Union and the grieving employee; if the Union or employee fail to timely file or proceed with a grievance or pursue it through the steps through arbitration, it shall be deemed barred or to be settled on the basis of the last reply by the County.

Section 4. Any employee who is aggrieved hereunder and who has a statutory remedy available for redress of said grievance, may pursue said statutory remedy or the grievance procedure. Once said election has been made, the employee shall be bound thereby.

## ARTICLE 8

### DISCIPLINARY ACTION, SUSPENSION AND TERMINATION

Section 1. All disciplinary action shall be for just cause.

Section 2. No employee shall be summoned before a superior officer for disciplinary action without the right of having a union representative present.

Section 3. Notification within a reasonable time shall be given to the steward or union officers prior to any disciplinary action taken against any employee which may result in any official entries being added to his personnel file.

Section 4. The County, through the Sheriff, shall promptly notify a member of the committee assigned to review and process all grievances in his department by writing, concerning any discharge or substantial discipline. The discharged or disciplined employee will be allowed to discuss this action with a committeeman in his department before suspension or discipline. The immediate supervisor shall discuss the discharge or discipline with the employee and the committeeman upon their request. In the event a written warning is issued, the employee shall receive a copy and he shall be orally notified of warnings entered on his personnel record.

Section 5. The employee shall have the right to review his personnel file at any reasonable time. The employee shall be furnished with a copy of any new entry, and shall be given the opportunity to initial or sign such entry prior to its introduction into his file, and shall also be given the opportunity to write a reply to the same which shall be kept in his personnel file.

Section 6. The steward or another representative of the union shall have the right to be present and, if requested by the employee, to represent the employee at all levels of the disciplinary proceedings.

Section 7. Charges and Specifications. The charges and specifications resulting in such discipline or discharge shall be reduced to writing by the command officer invoking the action and copies shall be furnished, if the employee wishes, to the Union and the member against whom the charges are brought.

Section 8. Specific Section. Such charges and specifications shall cite the specific sections or rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated.

Section 9. Past Infractions. In imposing any discipline on a current charge, the employer shall not consider any disciplinary occurrence which precedes by more than one year the next immediate disciplinary occurrence, unless directly related to the current charge.

Section 10. Before any employee shall be required to make any written statement or written reply pertaining to any alleged misconduct on his part, the matter shall first be discussed between the employee and the Sheriff. The employee shall have twenty-four (24) hours after such meeting to make the written statement.

Section 11. The Sheriff shall have the right to take disciplinary action against any member for just cause; however, any disciplinary action shall be reviewable to arbitration.

Section 12. Excessive garnishments, not protected by federal or state statutes, shall be a cause for disciplinary procedure. The trial board shall have the authority to deduct sick leave as a matter of discipline or penalty if the facts require.

ARTICLE 9

STRIKES, LOCKOUTS, RULES AND REGULATIONS

Section 1. During the life of this Agreement, the Union will not authorize, sanction, cause or support a strike, as that term is defined in the Hutchinson Act, nor will any employee or employees take part in a strike, intentional slowdown or withholding of services, picketing, boycott, work stoppage or any other interference with the County's services. Employees who violate this provision shall be subject to suspension or discharge.

Section 2. The Union agrees that, as part of the consideration of this Agreement, upon receipt of notice from the County, it will take immediate steps to end any work stoppage, strike, slowdown or suspension of work in violation of this Agreement.

Section 3. During the life of this Agreement, the County agrees it will not cause or sanction a lockout.

Section 4. The Sheriff shall establish and may modify or add to Rules and Regulations concerning employee conduct and standards, copies of such Rules and Regulations to be given to every employee. Copies of the Rules and Regulations will be given to each employee as they are established or when they become employed.

Section 5. The Rules and Regulations shall be uniformly applied and in no event will they be applied in an arbitrary, capricious or discriminatory manner.

ARTICLE 10

PERSONNEL TRANSACTIONS - DEFINITIONS

Section 1. Definitions. Definitions for the purposes of this Article:

- A. Promotion. This shall mean a change in employment to a position class which has a higher maximum salary.
- B. Demotion. This shall mean a change in employment to a position class which has a lower maximum salary.

Section 2. Temporary Assignment. A temporary assignment shall be considered the movement of an employee to a position and responsibilities which carry a salary grade the maximum of which is higher than the employee's current salary grade, provided such temporary assignment is in excess of sixty (60) calendar days and the employee has been specifically designated by the Sheriff as occupying the temporary assignment or as serving in an "acting" capacity. After sixty (60) days in such a temporary assignment, the employee shall be paid the rate of pay he would be entitled to had he been promoted. Upon expiration of the temporary assignment, the employee shall resume his original duties and pay.

This provision shall not be used to avoid the higher rate of pay through the use of arbitrary interruptions of the "acting" status of the employee.

In cases of illness, the sixty (60) day time period may be extended by mutual consent of the Sheriff and the Union.



## ARTICLE 11

### SENIORITY

#### Section 1. Definitions.

Departmental Seniority. Departmental seniority shall be defined as the length of an employee's continuous service with the Hillsdale County Sheriff's Department since the employee's most recent date of hire.

County Seniority. County seniority shall be used for determining annual leave accrual, longevity and pension credits.

Classification Seniority. The date an employee was appointed his present job classification, adjusted for leaves of absence in excess of thirty (30) consecutive days without pay. Classification seniority shall only be used for layoff, transfer and vacation preference. Any new position or classification within the Sergeant's unit will be posted and open to bid by the members of the Sergeant's unit. The Sheriff will select the best qualified sergeant for the position. After a sergeant is selected for a newly created position, the sergeant must occupy that position until such time as the Sheriff deems the sergeant is not qualified for and/or is not satisfactorily performing the requirements of the position. However, the selected sergeant may, within 30 days after selection and assignment to the newly created position, give 3 days advance written notice to the Sheriff that he/she intends to voluntarily vacate that position at the end of the notice period, and return to his/her former position within the bargaining unit. After the aforesaid 30 days, if the selected sergeant wishes to be relieved of the duties of a newly created position, the Sheriff must give his consent, in which event the position will be filled in accordance with the procedure set forth below. If no eligible sergeant makes application for the newly created position, or is found to be qualified, then the Sheriff may fill such position with any qualified person selected by the Sheriff. The Sheriff shall have the sole right to assign the shift in which the job classifications within the sergeants' unit will be performed. Those sergeants who are not assigned to a new position shall bid the open shifts and shall be awarded those shifts on the basis of classification seniority.

Ties. In the event of conflict, classification seniority between employees will control. If two or more sergeants have the same classification seniority date, then department seniority will control.



Section 2. Seniority List. The employer shall maintain a roster of employees, arranged according to department and classification seniority, showing name and seniority date(s). The employer shall continue to furnish the Chief Steward an up-to-date seniority list annually under this Agreement.

ARTICLE 12

LOSS OF SENIORITY

Section 1. Loss of Seniority. An employee's seniority or employment shall terminate if:

- A. The employee voluntarily resigns, or
- B. The employee is discharged or terminated for just cause, and the discharge is not reversed through the procedures set forth in this Agreement, or
- C. The employee fails to give notice of his/her intent to return to work within three (3) working days and/or fails to report for work within ten (10) calendar days after posting of the employer's notice of recall by certified mail to the last known address of such employee as shown by the employer's records. It shall be the responsibility of the employee to provide the employer with a current address, or
- D. The employee's absence from work for three (3) consecutive working days without advising the employer of a reasonable cause for such an absence unless the employer notification was impossible. At the conclusion of the three (3) day period, the employer shall notify the employee by certified mail that his/her seniority has been terminated (this does not apply to lay-off or recall), or
- E. The employee uses a leave of absence for purposes other than that for which it was granted, or
- F. A settlement with the employee has been made for permanent, total disability, or

- G. The employee is voluntarily retired, or
- H. The employee falsifies material and substantive information on his application for employment, or
- I. The employee has not been recalled from layoff for a continuous period of twenty-four (24) months or the length of the employees total continuous service in the Sheriff's Department, whichever is lesser, or if the employee refused to accept recall from layoff.

### ARTICLE 13

#### LAYOFF AND RECALL

Section 1. Definition of Layoff. Definitions of layoff shall mean the separation of employees from the active work force as outlined in Article 6, County Responsibility.

Section 2. Seniority Applying to Layoff. Seniority for purposes of layoff shall be determined as provided for in Article 11, Section 1 of this Agreement.

Section 3. Order of Layoff. The employer shall determine the classifications in which the layoff is to occur. Within each classification the least senior employee shall be the first to be laid off.

Section 4. Recall. Employees shall be recalled from layoff in order of seniority, with the employee having the greater amount of departmental seniority being recalled first. Notice of recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report to work within ten (10) calendar days from the date of posting of recall, he shall be considered to have resigned.

Section 5. Benefit Continuation. The employer agrees to continue paying all health insurance and life insurance premiums for a period not to exceed thirty (30) days from the date of last day worked. Employees who are on layoff in excess of the thirty (30) days from the date of last day worked may continue in force their hospital-surgical insurance by paying the full cost of all premiums. Payment shall be made through the County Controller's Office. Employees may also continue life insurance coverage after thirty (30) days from the date of last day worked by paying the premiums therefore through the Controller's Office, if permissible under the regulation of the insurance carrier. The benefit continuation shall apply only if permitted by the insurance carrier.

#### ARTICLE 14

##### HOURS OF WORK AND OVERTIME

Section 1. Hours. The work week shall consist of forty (40) hours, based on five (5) consecutive scheduled eight (8) hour consecutive work days.

Section 2. Work Week. For the purpose of pay and computation of overtime, the work week shall commence at 12:01 A.M. on Monday and continue until 12:00 midnight the following Sunday.

Section 3. Schedule and Pass-days. An employee shall be scheduled to work five (5) consecutive work days, and two remaining days in the work week shall be known as pass days.

Section 4. Changes in Schedule. The employer will not change any employee's assignment in order to avoid the payment of overtime, because of union activity (unless requested by the Union), or for the purpose of disciplinary action.

Section 5. Work Breaks. Employees shall be allowed two (2) fifteen (15) minute breaks per day and a lunch period not to exceed forty-five (45) minutes. Break and lunch periods shall be included in the employee's eight (8) hour work day. Work breaks shall be taken at a time and in a manner not to interfere with the efficiency of the work unit.

Section 6. Overtime. Overtime pay for all employees shall be at the rate of time and one-half (1-1/2) their regularly hourly base rate of pay.

- A. All work performed in excess of forty (40) hours in any scheduled work week or in excess of eight (8) hours consecutively shall be considered overtime.
- B. Split shifts are being utilized currently which may result in more than eight (8) hours being worked in a twenty-four (24) hour period. It is agreed these shifts may continue and shall not result in overtime to the employees.
- C. Leave With Pay. For the purposes of computing overtime hours, time spent on vacation or leave with pay shall be counted if a person is called in to work on emergency during vacation or leave with pay. The Sheriff shall determine emergency.
- D. Conflict. An employee claiming overtime pay under two (2) or more provisions of this Agreement shall receive only the greater of these benefits.
- E. Requested Overtime. All employees shall be expected to work reasonable amounts of overtime upon request.
- F. Approval. Overtime shall be upon approval of the Sheriff.

Section 7. Call Back. An employee required to return to work outside his regular schedule shall receive credit for at least two (2) hours at the overtime premium rate. The intent of this section is to, in part, compensate employees who have off-duty hours interrupted by an unscheduled return to work. Compensation time may be utilized for this section, in lieu of overtime pay, by mutual consent of the Sheriff and employee. A called back employee shall perform whatever work is assigned for the duration of the two hours of the call-back time.

Section 8. Trade. Employees, upon twenty-four (24) hour notice to the supervisor, may trade days off, provided, however, that the trade may not result in the payment of overtime to either employee involved in the trade and is done between employees within the same classification.

Section 9. Training. Training sessions required by the Sheriff for employees to maintain skills, proficiencies and certification in such areas as first aid and firearms, shall be construed as work time.

Section 10. Compensatory Time.

- A. Nothing contained herein shall prohibit the employee and employer, upon mutual consent, from electing or granting compensatory time off in lieu of overtime pay at the same rate.
- B. No employee shall be entitled to accumulate more than eighty (80) hours of such compensatory time.
- C. Once having elected either alternative (overtime or compensatory time) for each occasion, the employee may not thereafter request the remaining alternative.

There shall be cash remuneration for compensatory time only when an employee is separated for any reason and, in the opinion of the employer, paid time off is not available.

## ARTICLE 15

### LEAVES OF ABSENCE

Section 1. Leaves of absence may be granted by the County for valid reasons, including illness and accident. A leave without pay up to 10 days in length may be granted by the Sheriff for other personal reasons, such as court appearance, induction physicals, union representation or other causes deemed appropriate by the County, without loss of seniority. These may be extended beyond this period if application is made prior to the expiration of the original leave, if good cause is shown.

- (a) In the event extended leaves are desired (beyond 30 days), these must be approved not only by the Sheriff but also by the Sheriff's committee of the County Board of Commissioners after due notice to the Union. Such leaves may be for a period of six months, and during such leave periods, the employee will continue to accumulate seniority.
- (b) In the event of leave beyond 30 working days, the employee shall have the right to continue to participate in all insurance packages by making arrangements with the County to pay the cost, provided that said insurance carrier has no objection.

Section 2. All leaves of absence under Section 1 shall be without pay, and in the event of falsification of the reasons for leave, the employee will be subject to discharge. No leave will be granted for the purpose of engaging in gainful self-employment or as an employee of any other department, company or corporation, unless specifically approved by the above committee.



Section 3.

- (a) Each full-time employee of the County shall, with the commencement of this Agreement, be entitled to such sick leave as he has accumulated as of January 1, 1982. Additionally, said employee shall be entitled to one (1) work day with pay for each completed month of service after January 1, 1982 through the life of this contract. On or before January 1, 1983, and on the first day of January thereafter, as long as this contract is in force, a determination shall be made as to the number of accumulated sick days each member of the Bargaining Unit has in accordance with the preceding language. On or before January 31, 1983, and on the 31st day of each succeeding January in which this contract is in force, the following payments for sick leave shall be made: sick days may accumulate as hereinbefore described for either twenty-four (24) or thirty-six (36) days, at the option of the employee, which option shall be exercised by the employee on or before the 15th day of January, 1983. This option, once exercised, shall apply for the balance of the contract period and the employee shall thereafter be paid on or before the 31st day of January for any accumulated sick days over the 24 or 36 number which he opts to take at straight time.
- (b) Any employee eligible for sick leave with pay may use said sick leave for absence due to the weather; otherwise, they are to be docked. Employees who exhaust their sick leave may use any accrued vacation time to supplement it for additional time off with pay, if required.
- (c) Unused sick leave shall accumulate up to 24 or 36 days pursuant to Section 3(a) hereof; upon an employee leaving the department for any reason, said employee shall be paid for said unused sick leave at the rate of 100% provided, however, that he has been a covered employee under this Agreement with the department for two full years.
- (d) Employees absent from work on legal holidays, vacations, disability arising from injuries sustained in the course of their employment, or on special leave of absence with pay, shall continue to accumulate sick leave at the regular prescribed rate during such absence as though they were employed, subject, however, to the maximum limitations herein provided.

- (e) As soon as possible, prior to a shift, or when an employee first becomes able to notify the Sheriff, if eligible for sick leave with pay, he may use such sick leave for absence due to illness, injury, absence because of exposure to communicable contagious disease; to illness or death in the employee's immediate family, or leaves which are otherwise permissible without pay under Sections 5 and 7 hereof. An employee on sick leave shall inform his immediate superior of the fact and the reason therefor as soon as possible, and failure to do so within a reasonable period of time may be cause for denial of sick leave with pay for the period of absence, provided, however, that in the event that any employee shall be entitled to receive any additional payments for sick leave during the period of time when such employee is being paid worker's compensation benefits, except as provided in Subparagraph (i) below. Any payments received by the employee pertaining to a period where he is absent by reason of a compensated injury sustained in the course of employment shall not be charged to his accumulated sick leave.
- (f) Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charged proportionately in amounts not smaller than two (2) hours.
- (g) Sick leave with pay in excess of five (5) consecutive working days for reasons of illness or injury shall be granted only after presentation of a written statement by a reputable physician certifying the employee's condition or other conditions which prevented him from performing the duties of his position. An employee may be required to establish illness or injury on any occasion when he used sick leave, if requested. In the event said request is for a period of time less than five (5) days, the employer shall pay the physician's charges for said examination.
- (h) An employee who is laid off from his position for reasons that are not discreditable to him, may, if reappointed within twelve (12) months, have available for his necessary use any unused sick leave existing at the time of his layoff to the extent he has not received full pay therefor. If he receives an indefinite layoff, he shall be entitled to one-half pay for accumulated sick days or, at the employee's option, he may use accumulated sick days or vacation pay on a pro-rata basis to receive 100% of his net wages during said employment period.



- (i) Any member injured in the line of duty who shall receive worker's compensation benefits shall, in addition thereto, receive an amount of money from the County which, when added to the worker's compensation benefits, shall be equal to 100% of his average weekly wage based upon straight time. These amounts shall be due and payable for a period of up to one year, unless the employee is directly or indirectly receiving remuneration from other sources for which the County is financially responsible. The County shall continue to pay all fringe benefits for that employee during the period within which he is receiving worker's compensation benefits, up to one year. After this one year period of time, any accumulated sick leave or vacation time may be used to offset a reduction in pay after said one year period of time.

Section 4. Maternity Leave. All employees who have acquired seniority will be granted a leave of absence in the nature of sick leave for maternity. Employees should give their supervisors notice of their potential request for leave of absence due to pregnancy as soon as possible, preferable six months prior to childbirth. It is generally the County's policy to grant leave in such cases at least two months prior to childbirth and for two months thereafter. However, if the employee's physician indicates in writing the employee is able or unable to perform the required duties, these periods may be shortened or lengthened, provided, however, the County reserves the right to have its physician approve such leaves. At the expiration of the leave, the employee shall furnish to the County a statement from her/his physician concerning ability to work, or, if an extension of leave is requested, it will be granted upon presentation of a statement indicating the necessity for such an extension. Such extension shall be

subject to review and approval by the County's physician. Such leave will be subject to pay under the sick leave provisions solely to the extent the employee has accrued sick leave days. Thereafter, such leave will be without pay. Seniority rights during any sick leave are not impaired and, upon return, the employee will be given a job commensurate with his or her ability, prior classification and seniority. Failure to report at the expiration of the period of leave or valid extensions thereof is equivalent to resignation and subject to the conditions governing resignation.

Section 5. An employee with accumulated sick leave may use up to three (3) days per year for personal reasons and charge the same to sick time. This includes serious illness or death of some member of the employee's immediate family, which includes the employee's spouse, children, grandchildren, parents, foster parents, parents-in-law, brothers, sisters, and any person for whose financial or physical care the employee is primarily responsible. These personal days shall be charged to the employee's accumulated sick leave, but shall not be treated as sick leave.

Section 6. An employee who is absent from duty shall report the reason therefor to his supervisor, prior to the date of absence, when possible, and in no case later than noon on the first day of absence, except under extraordinary circumstances. All unauthorized and unreported absences shall be considered absence without leave and deduction of pay shall be made for the

period of absence. Such absence may be made the grounds of disciplinary action.

Section 7. An employee shall be allowed three (3) working days as funeral leave, which leave shall terminate not later than one (1) day following the funeral, for death in the immediate family, which is defined as follows:

Parents, grandchildren, step-children (raised or living in the dwelling), parents-in-law, brothers and sisters, or members of employee's household other than natural children and/or spouse.

A funeral leave of five (5) working days shall be granted in the event of the death of a natural child of an employee and/or the employee's spouse.

An employee serving as a pallbearer will be allowed one (1) funeral leave day with pay. Any leave in excess of three (3) days or five (5) days, as the case may be, shall be taken without pay, unless charged against sick leave, or with pay if the relative involved lives more than three hundred (300) miles from his residence; then an additional period of two (2) days off with pay will be given.

Section 8. Each full-time employee shall be entitled to two (2) personal business days per year during the life of this contract, provided they shall give 48 hours advance notice to the Sheriff or his designee when he intends to use said business days.

#### ARTICLE 16

#### HOLIDAYS

Section 1. All employees covered by this Agreement shall be entitled to holidays and shall be paid for eight (8) hours

pay based on the regular eight (8) hour workday for said holiday for the following days: New Year's Day, Lincoln's Birthday, Washington's Birthday, Easter Sunday, Law Day (May 1), Memorial Day, Independence Day, Labor Day, Columbus Day, Armistice Day (November 11), Thanksgiving Day, the day before Christmas, and Christmas Day.

Section 2. Holiday pay shall be paid only for work on the designated holidays appearing in Section 1, regardless of whether time off is given to employees on days other than the holiday.

Section 3. Employees to be entitled to holiday pay must have 60 days of employment after their hire date and must have been regularly working prior to and following the holiday or have been laid off or on sick leave during the work week in the week in which the holiday falls. Employees who have accepted holiday work assignments and failed to report for work without cause acceptable to the County shall not receive pay for the holiday. Employees eligible for paid holidays who are required to work on a holiday will receive premium pay at the rate of time and one half their regular hourly base rate of pay for each hour worked on such holiday, in addition to his holiday pay.

## ARTICLE 17

### VACATIONS

Section 1. All employees covered by this Agreement who are on the seniority list of the County shall, on each anniversary of their employment date, be entitled to a vacation with pay at their current rate, in accordance with the following plan:

- (a) Employees with one (1) year or more of seniority will be entitled to one (1) week of vacation with pay at their regular rate.
- (b) Employees with two (2) years or more of seniority on their anniversary date shall be allowed two (2) calendar weeks of vacation with pay at their regular rate.
- (c) Employees shall be allowed one (1) additional calendar day of vacation with pay, at their regular rate of pay, for each additional year of seniority after the completion of six (6) years of continuous service.
- (d) Employees with ten (10) years, or more, of continuous service with the County on their anniversary date shall be allowed three (3) calendar weeks of vacation with pay at their regular rate.

Section 2. Employees who retire, die or terminate their employment for any reason with the County shall be entitled to accrued vacation leave with pay.

Section 3. Employees who are absent on account 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 4. The Sheriff will post a list of employees to indicate their preference of vacations twice each calendar year and the employee shall indicate his request for the first six months of the year on such schedule or for the second six months of the year. The Sheriff will attempt to accomodate them according to their seniority and with regard to operating requirements within the department. In the event of conflict, classification seniority between the employees will control.

If two or more sergeants have the same classification seniority date, then department seniority will control.

Section 5. At no time will an employee take a vacation longer than twenty-one (21) consecutive days without the express agreement of the Sheriff.

Section 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.

Section 7. Vacation pay shall not be accumulated, and in the event an employee fails to request a vacation leave or does not take his vacation when requested prior to his next anniversary year, he will take a vacation when directed by the Sheriff, or with the consent of the Sheriff, be awarded pay in lieu thereof.

## ARTICLE 18

### CLOTHING AND EQUIPMENT

Section 1. The County shall furnish clothing and personal equipment to each full-time employee as follows:

#### Clothing

3 pair pants  
3 long sleeved shirts  
3 short sleeved shirts  
3 ties  
1 hat w/rain cap cover  
1 winter hat  
1 raincoat  
1 spring jacket  
1 winter jacket  
1 tie clasp

#### Equipment

1 hat badge  
1 Sheriff badge  
1 set collar brass  
1 complete Sam Browne set  
1 set handcuffs

1 name plate  
1 belt  
\* initial footwear

\*The initial issue of footwear shall be furnished to all full-time employees

All uniforms will be replaced as needed, at the discretion of the Sheriff.

A cleaning allowance in the amount of \$250.00 annually shall be paid to each full-time employee. This cleaning allowance shall be paid in two equal installments, commencing July 1, 1982 and each six months thereafter during the term of this contract. Part-time employees shall not have a uniform allowance, but the Sheriff shall furnish to them while they are performing their duties a uniform suitable for their needs.

The Sheriff, at his discretion, shall provide ammunition for target practice for the employees.

Section 2. A gun allowance of \$300.00 will be payable to each Deputy Sheriff who is qualified for road duties and has the required training, even though not assigned to that classification. If he carries his gun off duty; such amount will be payable on January 1 of each year; but in the event the employee is discharged or quits, he shall refund to the County a proportionate part of the gun allowance for the period of the calendar year in which he did not serve as a County Sheriff.

Section 3. Each Deputy Sheriff shall have the option of carrying, while on duty, a hand gun provided by the employer, or a .357 four-inch barrel Magnum provided by the employee at the employee's own expense. This option is subject to the approval of the Sheriff for reasons of uniformity and safety.



## SECTION 19

### INSURANCE AND PENSION BENEFITS

Section 1. The County will pay the full premium costs of Blue Cross/Blue Shield Master Medical coverage for the employee and his legal dependents. In the event an employee is laid off, the insurance will be continued for one month following the month in which the layoff occurs. The word "dependents" shall be determined by definition issued by the insurance company, provided, however, that in the event the spouse of the employee is entitled to coverage by reason of his or her own employment, only the single coverage will be available through the County. The prescription rider with the \$2.00 deductible, as offered by the carrier, will be added to this at the County's expense. The County may, if they so desire, procure equivalent coverage through another carrier at their expense.

Section 2. The County agrees to carry the existing Delta Dental Plan with a \$25 deductible provision, or a plan that is comparable thereto, for all full-time employees hereunder, and commencing January 1, 1982 shall pay the full cost thereof for the employee, his spouse and all dependent children.

Section 3. The County agrees to procure for each full-time employee who is a member of the bargaining unit, \$20,000 of group life insurance and \$20,000 accidental death. The County shall also cover the employee's liability for false arrest.



The County will attempt to procure policies with convertible features and double indemnity coverage.

Section 4. The County may elect to represent a member against whom a claim or a civil suit is brought for any act, action or omission arising within the course of his regular employment, and in the event the County does not elect to represent the member employee, it shall indemnify him, paying all costs of litigation, judgments and/or settlements entered into with the approval of the County, including court costs and attorney fees, where it is determined by a final court decision that the member was not civilly liable for an unintentional tort arising within the scope of his employment, even though said action may be dismissed. The County shall not be liable for payment of any costs or fees where the member is found to have committed an intentional tort. An employee shall have the right to select counsel of his own choosing whenever an intentional tort is alleged in the pleadings.

Section 5. A longevity provision shall be established hereunder and all benefits shall be determined on October 1 of each year. All full-time employees who are employed on the October 1 determination date and who have completed a minimum of five years of full-time employment with the County shall receive longevity benefits in accordance with the following schedule:

<u>Years of Full-time Service</u>	<u>Benefit Amount</u>
5	\$125
6	150
7	175
8	200

9	225
10	250
11	275
12	300
13	325
14	350
15	375
16	400
17	425
18	450
19	475
20 or more	500

Longevity benefits payments shall be paid to eligible employees in a separate pay check at the time of the County's first payroll under the terms of this Agreement in December of each year following the October 1 determination date.

Employees on authorized leaves of absence or layoff shall retain all time earned under the payment of benefits under the provisions of this Article, but shall not accrue any additional time or receive longevity payments under this Article during this leave of absence.

Section 6. Pension. The Employers shall continue the present Pension Plan for the employees covered by this Agreement and shall provide each employee with a summary copy of such Plan.

ARTICLE 20

SALARY SCHEDULE

<u>Effective</u>	<u>Sergeant</u>	
	<u>Yearly</u>	<u>Hourly</u>
September 1, 1986	\$22,900.80	\$11.01
January 1, 1987	\$23,982.40	\$11.53

## ARTICLE 21

### SAFETY

Section 1. The Board and the Sheriff shall have the sole responsibility to maintain all equipment in a safe operating condition when furnished by the Employer for use by the employees in the performance of their assigned duties.

Section 2. In the event an employee shall claim the equipment furnished by the Employer as unsafe for use in the performance of his or her assigned duties, the employee shall be required to report the alleged equipment defect to the immediate attention of his/her commanding officer or division supervisor in writing.

Section 3. If the reported complaint is not satisfactorily resolved by the commanding officer, the employee may exercise his/her right to direct recourse to the Sheriff for final and binding resolution. The County shall not require employees to utilize equipment that is not in safe operating condition.

## ARTICLE 22

### GENERAL PROVISIONS

Section 1. 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 1A. Should any court, board or agency of competent and proper jurisdiction rule that any 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 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 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 not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed the contract.

Section 3. Employees returning from leaves of absence of less than six months shall continue the same salary schedule. When they have been on leave longer than six months, the period of time shall be deducted from their seniority and shall also be deducted from their vacation eligibility and continuous

employment record. Employees returning from military leaves of absence who are reinstated to their positions previously held shall be entitled to receive compensation at the rate to which they would have been entitled had their service with the Sheriff's Department continued, even though they were with the Armed Forces, if this is required by the Armed Services Act.

Section 4. 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 Sheriff, which approval shall not be unreasonably withheld.

Section 5. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in this Agreement.

Section 6. Newly promoted employees shall be evaluated in writing a minimum of once every three (3) months while on probation. Said employee and the Chief Steward shall receive a copy of the evaluation.

## ARTICLE 23

### DURATION

Section 1. This Agreement shall become effective on the date the Agreement is signed by both parties as indicated on page 1 of the Agreement and shall remain in full force and

effect until the 31st day of December, 1987. 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 County. Notice to the County is sufficient if given to the Labor Relations Committee of the Hillsdale County Board of Commissioners, Hillsdale County Courthouse, Hillsdale, Michigan 49242.

Section 2. Any increases under the terms of this Agreement shall be retroactive to September 1, 1986. One time lump sum payment to Sergeants in place of any retroactive increases prior to September 1, 1986, inclusive of any overtime worked, to be distributed upon the signing by both parties to this Agreement, in the following amounts:

Sergeant Kast	\$800.00
Sergeant Wilmer	\$750.00
Sergeant Boardman	\$750.00

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to become effective on the date herein before designated.

For the County:

For the Union:

Gerald M. Hicks 12-2-86  
date

Henry Plener 11-23-86  
date

R. J. Booth 12-2-86  
date

Thomas Wilmer 11-30-86  
date

Sirany B. Mitchell 12-4-86  
date

Richard Kast 11-30-86  
date

Paul L. Gilman 12-4-86  
date

R. J. Boardman 12-01-86  
date

Andrew Parga 12-21-86  
date



Saragamo

RECEIVED  
AUG 16 1999  
MERS

MEMBERSHIP AGREEMENT  
MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN

SEP 22 11 03 AM '99  
COUNTY CLERK

This AGREEMENT dated July 27, 1999, by and between the Retirement Board ("Board") of the Municipal Employees' Retirement System ("MERS"), and the governing body of the COUNTY OF HILLSDALE, an eligible participating municipality or court ("**participating entity**"), is entered into under the provisions of 1996 PA 220 and the Plan Document of 1996.

Through Resolution adopted July 27, 1999, the participating entity has elected to come under the provisions of MERS in accordance with Plan Section 41 or 41A.

The participating entity has furnished MERS' Executive Director with data regarding each person in its employ and the Board's actuary has computed the liabilities for service benefits payable and which may become payable (on account of service already, and to be, rendered), as required by Plan Section 42, through Initial Actuarial Valuation dated August 20, 1999.

As a condition of MERS membership, and pursuant to the Board's power as Plan Administrator and Trustee under Plan Section 36, MCL 38.1536, it is appropriate and necessary to enter into this Agreement providing for the payment of the Accrued Service Liabilities of the covered employees of a participating entity.

1. On or before January 1 each calendar year, the Board's actuary shall make an Annual Actuarial Valuation of the participating entity's accrued service liabilities, and if necessary, adjust the amount of the annual payment of contributions to be paid by the entity to MERS in monthly installments. A certified copy of the annual valuation and contribution adjustment shall be mailed to the participating entity on or before January 1 each year.
2. The actuarially-determined contributions are payable monthly and due at MERS not later than the 20th day after the end of the prior month. The first installment shall be paid on or before February 20, ~~199~~ 2000.
3. Should the participating entity agree by Resolution to the crediting of all or a portion of pre-MERS prior service rendered to it by its covered employees, AND the participating entity does not make a lump sum payment to MERS to fund this prior service credit in its entirety as determined by the Initial Actuarial Valuation, the participating entity agrees to the amortization of its prior service obligations, as adjusted by Annual Actuarial Valuation in Section 1, over a period not to exceed 30 years' maximum amortization for all participating entities commencing with the year 2006. Beginning with the calendar year specified in Section 2 above, the amortization schedule shall be as

**RESOLUTION FOR DEFINING A DAY OF WORK OR  
HOURS PER MONTH FOR MERS RETIREMENT PURPOSES**

In accordance with Section 3(1) of the MERS Plan Document, as amended, the

COUNTY of HILLSDALE  
(Governing Body) (Municipality)

does hereby certify that a day of work, or the number of hours of work in a month, for

Sergeants for retirement purposes, shall consist  
(Indicate all employees or division name and number)

of one of the following to be effective as of January 01, ~~199~~ 2000

(Please complete either A or B)

A. XXXX A day shall consist of 8 hours.  
(Ten (10) days a month of such work days equals one month of credited service.)

B. \_\_\_\_\_ A month shall consist of \_\_\_\_\_ hours.  
(Each month of such work hours equals one month of credited service.)

Commencing January 1, 1998, Plan Document 4(6) authorizes a municipality by separate resolution to establish a "Partial Service Credit Program." Under this program, proportionate service credit may be given for less than 40 hours of work a week.

I hereby certify that the above is a true copy of a Resolution adopted at the  
board meeting held on July 27, 1999.  
(Date)

Thomas C. Mohr  
(Signature of authorized official)  
Thomas C. Mohr, County Clerk

**RESOLUTION FOR ADOPTING MUNICIPAL EMPLOYEES'  
RETIREMENT SYSTEM OF MICHIGAN  
DEFINED BENEFIT PROGRAMS**

The Board of Commissioners of the County of Hillsdale  
(governing body) (participating entity)

whose fiscal year is (month and day) 01-01 to 12-31, desires to make available to its eligible employees (as defined below) benefits provided by the Municipal Employees' Retirement System of Michigan (MERS), as authorized by 1996 PA 220. Benefits available are those provided under the Plan Document of 1996.

**IT IS RESOLVED** that pursuant to the Initial Actuarial Valuation dated pending, 199   , by MERS' actuary, MERS benefits stated in Section 1 below are to be provided to the following employee division (e.g., general, police and fire, DPW, union, non-union):  
HCS D Sergeant Union

(Separate resolutions are required for each division)

**Please note: If no Initial Valuation has been done by MERS' actuary on the specific benefit program (or combination of programs) selected below; or the Initial Valuation is more than one (1) year old at the time MERS' coverage becomes effective as provided under Section 4 of this Resolution; then, per Retirement Board policy, this resolution will not be implemented until a current actuarial valuation is done by MERS' actuary and necessary supporting contribution rates certified.**

1. Benefit programs/formulae (e.g., B-2 / F55 / V-8 / FAC 3 / E-2) selected are:  
B-2 / F55 / 25  
(If other than standard MERS' retirement benefits, supporting collective bargaining agreement to accompany this Resolution)  
Anything over the County's
2. The required employee contribution is 7.5 %. (May be any percentage in tenths of a percent, not to exceed ten [10] percent, unless higher rate is established by collective bargaining agreement accompanying this Resolution.)
- 3.1 Prior service credit with this municipality/court rendered previously by each covered employee in the division shall be credited under MERS Plan Document as follows:

**Choose only one:**

- A.  All prior service from date of hire;
  - B.  Portion of prior service (actual service up to     years); or
  - C.  No prior service. [If C is selected, skip Section 3.2 and go to Section 4]
- 3.2 The Initial Valuation discloses the actuarial reduction in the employer's future contribution rate that will occur where assets (employer and employee) of a pre-

**RESOLUTION FOR ADOPTING MERS BENEFITS**

- New MERS Municipality
- Existing MERS Municipality

In accordance with the MERS Plan Document of 1996, the County of Hillsdale  
 (Participating Municipality)

adopts the following benefits for FOP Sergeants Union or  all employees  
 MERS Employee Division (Name and Number)

Supporting Actuarial Valuation is dated \_\_\_\_\_

**BENEFIT FORMULA**       New       Change (Must have supporting actuarial cost numbers.)

From B-2/F55/25 To \_\_\_\_\_ Effective Date \_\_\_\_\_  
 (Current Benefit Formula)      (New Benefit Formula)

**WINDOW PERIOD**

From \_\_\_\_\_ To \_\_\_\_\_  
 (Date)      (Date)

**Provisions for Earlier Normal Retirement**

- F50/25       F50/30       N- Years and Out (Specify number of years) \_\_\_\_\_
- F55/15       F55/20       F55/25       F55/30

Effective Date January 01, 2000

**EMPLOYEE CONTRIBUTION RATE**

**ADDITIONAL BENEFITS AFFECTING FUTURE RETIREES**

Anything over County's  
 New Rate 7.5%       FAC3       V-6       V-8       RS - 50%       D-2       E-2  
 Effective Date January 01, 2000      Effective Date \_\_\_\_\_

**RETIREE COST-OF-LIVING BENEFIT PROGRAMS FOR CURRENT RETIREES**

E Standard       E-1  
 E - Other (Specify Factor \_\_\_\_\_ Adjustment Years \_\_\_\_\_)  
 Effective Date \_\_\_\_\_

CERTIFY THAT THE ABOVE WAS ADOPTED BY Hillsdale County Bd. of Commissioners 7/27/99  
 Governing Body      Date of Meeting

Thomas C. Mohr      \_\_\_\_\_      8/11/99  
 Authorized Signature      Title      Date  
 Thomas C. Mohr      County Clerk

Standard Benefit Provisions - ATTACH PAGE FULLY DESCRIBING.

NOTE: Attach (1) a complete copy of the fully executed collective bargaining agreement and a certified copy of official minutes where collective bargaining agreement or this resolution was adopted, or (2) a copy of the arbitration or mediation decision. (See reverse for additional information)

**MUNICIPALITY NAME** County of Hillsdale

**MUNICIPALITY NUMBER** \_\_\_\_\_

**FISCAL YEAR** 2000

**TODAY'S DATE** \_\_\_\_\_

**MAIN**

**PAYROLL**

Contact  
Person Deb Coffing

Contact  
Person Gearldine Spieth/Tom Mohr

Title Ex. Secretary to Bd. of Comm.

Title Payroll Clerk

Address 29 N. Howell Street

Address 29 N. Howell Street

City Hillsdale

City Hillsdale

State MI Zip Code 49242

State MI Zip Code 49242

Phone 1 517- 437-3932 Ext. \_\_\_\_\_  
(Area Code)

Phone 1 517 - 437-3391 Ext. \_\_\_\_\_  
(Area Code)

Phone 2 \_\_\_\_\_ Ext. \_\_\_\_\_  
(Area Code)

Phone 2 \_\_\_\_\_ Ext. \_\_\_\_\_  
(Area Code)

Fax 517 - 437-3138  
(Area Code)

Fax 517 - 437-3392  
(Area Code)

**BILLING**

**RETIREMENT**

Contact  
Person Linda Loomis/Gary Leininger

Contact  
Person Phyllis Ramey

Title Deputy Head Bookkeeper

Title Deputy

Address 29 N. Howell Street

Address 165 W. Fayette

City Hillsdale

City Hillsdale

State MI Zip Code 49242

State MI Zip Code 49242

Phone 1 517- 437-4700 Ext. \_\_\_\_\_  
(Area Code)

Phone 1 517 - 437-7317 Ext. \_\_\_\_\_  
(Area Code)

Phone 2 \_\_\_\_\_ Ext. \_\_\_\_\_  
(Area Code)

Phone 2 \_\_\_\_\_ Ext. \_\_\_\_\_  
(Area Code)

Fax 517 - 437-3392  
(Area Code)

Fax 517 - 437-0822  
(Area Code)

**PLEASE FORWARD THIS COMPLETED FORM TO THE MERS BILLING TECHNICIAN**

6105

12/31/90

FIRST AMENDMENT TO AND EXTENSION OF LABOR AGREEMENT

This Agreement made and entered into this 3rd day of May, 1988, by and between the County of Hillsdale, through the Chairman of its Board of Commissioners, and the Sheriff of Hillsdale County, Gerald Hicks, hereinafter referred to as Employer, and the Fraternal Order of Police, State Lodge of Michigan Labor Council, Hillsdale County Sheriff's Department Supervisory Unit, hereinafter referred to as Employee.

WITNESSETH:

WHEREAS, the Employer and the Employee entered into a labor agreement which was executed by the various representatives of the Employer and the Employee during the months of November and December of 1986 and which expired of its own terms on 12/31/87; and,

WHEREAS, the Employer and Employee have since that date engaged in collective bargaining, which collective bargaining has resulted in a new agreement relating to wages, hours, and other conditions of employment; and,

WHEREAS, the parties desire to set forth their agreement in writing concerning these issues and to amend pursuant to the revisions herein contained the labor agreement insofar as said revisions are inconsistent therewith, and to extend the labor agreement as herein provided, and ratify and confirm all of its terms unless specifically changed;

NOW THEREFORE IT IS AGREED that the Labor Agreement hereinbefore referred to is hereby extended, ratified and confirmed through and including the 31st day of December, 1990, excepting as is hereinafter specifically provided, that is to say:

*Hillsdale County*



Article 14, Section 7. Hours and Overtime. Add new paragraph as follows:

Employees who are off duty and are required to attend court as witnesses or for other purposes as required by the Court shall be entitled to pay for the actual time spent in the Courtroom with a minimum of two and one-half hours pay, whichever is more. Employees required to attend court in another county shall be entitled to count travel time as hours worked. If an employee is required to furnish his own vehicle for transportation to another county Court while performing the duties of his job, he shall be reimbursed for said mileage at a rate as from time to time is set by the State of Michigan and allowable for other county employees.

Article 15, Section 5. Leaves of Absence.

During the year 1988 Section 5 would remain in the agreement, but would be revised as follows:

Section 5 - "An Employee with accumulated sick leave may use one (1) day per year for personal reasons and charge the same to sick time. Personal reasons for the purposes of this section shall include serious illness, or death of some member of the employees immediate family which include the employee's spouse, children, grandchildren, parents, foster parents, parents-in-law, brothers, sisters, or persons for whom the employee is responsible financially or physically, or any matter directly related to said illness or death.

In 1989, Article 15, Section 5 shall be completely deleted.

Article 15, Section 8. Leaves of Absence. In 1988, two (2) shall be changed to three (3). In 1989, three (3) shall be changed to four (4), through the lifetime of the agreement.

Article 17, Section 1. Vacations. Add new Section E as follows:

Employees whose vacations are not covered by sub paragraphs A-D, both inclusive, shall receive one (1) additional day on their seniority date for each additional year served until they have accumulated twenty (20) days vacation pursuant to the following schedule:



End of 11 years	-	16 days
End of 12 years	-	17 days
End of 13 years	-	18 days
End of 14 years	-	19 days
End of 15 years	-	20 days

Article 18, Section 2. Clothing and Equipment. Delete in its entirety and substitute the following:

A gun allowance of \$300.00 will be payable to each Sergeant who is qualified for road duties and has the required training, even though not assigned to that classification. Said Sergeant shall be expected at all reasonable times to carry said firearm during off duty hours. Such amount will be payable on the first business day of each year; provided, however, in the event the employee is discharged or quits he/she shall refund to the County the prorata share of the gun allowance for the period of the calendar year in which he/she did not serve as Sergeant. This refund shall be expressed as a fraction of days not worked during the year divided by 365 times \$300.00.

$$\frac{\text{days not worked during year}}{\text{divided by 365}} \times (\text{Times}) \quad \$300.00$$

Article 18, Section 3. Each Sergeant who is certified shall have the option of carrying, while on duty, either a .357 magnum with a 4 inch barrel, or a 9mm semi-automatic pistol with appropriate leather holster and pouch which must be approved by the Sheriff and shall be purchased by the employee at his/her expense.

Article 19, Section 1. Insurance and Pension Benefits.

Add new paragraph as follows:

The Employer will continue to provide the present insurance benefits to the employees and pay the full costs thereof, or they may procure equivalent coverage through another carrier at its own expense, provided, however, that the Employer shall make an optical option available to the employees during the year 1988 which the employees may carry at their own expense. In 1989 and

1990 said optical option shall be available to employees only at the expense of the Employer.

Article 20. Salary Schedule. Effective as follows:

January 1, 1988	\$24,800.00
January 1, 1989	\$25,700.00
January 1, 1990	\$26,500.00

Article 22, Section 7. General Provisions. The Sergeants will train deputies who are untrained on how to operate the Lien Machine. This section shall not be construed to require the Employer to send an employee who is untrained to school for any certified training.

All changes in benefits and wages shall be retroactive to the 1st day of January, 1988.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to become effective on the date herein before designated.

FOR THE EMPLOYER:

FOR THE EMPLOYEE:

HILLSDALE COUNTY BOARD  
OF COMMISSIONERS:

Carl L. Gilmore 5/3/88 Thomas L. Lerner 3-28-88  
date date

Gerald M. Hicks 4-29-88 Thomas L. Lerner 3-29-88  
Gerald Hicks date date  
Hillsdale County Sheriff

\_\_\_\_\_ Richard A. Kar 4-1-88  
date date

\_\_\_\_\_ Roy Bondura 4-5-88  
date date

\_\_\_\_\_ date

6105

12/31/92

SECOND AMENDMENT TO AND EXTENSION OF LABOR AGREEMENT

THIS AGREEMENT made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 1992, but effective January 1, 1991 by the Hillsdale County Board of Commissioners, County of Hillsdale, and Gerald Hicks, Hillsdale County Sheriff, hereinafter referred to as Employer, and the Fraternal Order Of Police Labor Council of Michigan, and the Hillsdale County Supervisory Unit, hereinafter referred to as Employee.

WHEREAS, the parties entered into a labor agreement during the year 1986 which was executed by the interested parties during the months of November and December, 1986, and which labor agreement expired on the 31st of December, 1987; and,

WHEREAS, an amendment to said labor agreement was made and entered into between the same parties on or before the 3rd of May, 1988, which extended and amended the agreement through the 31st of December, 1990; and

WHEREAS, the parties have met and discussed wages, hours, and other conditions of employment and have arrived at a satisfactory arrangement which will extend the agreement for a period of time and extend the wages, provide for retroactivity, and provide for a health insurance plan for the years 1991 and 1992.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) The term of this amendment shall be for the calendar years 1991 and 1992 with the contract as amended to expire at 11:59 p.m. on December 31, 1992.

*Hillsdale County*


2) Article XX - Salary Scheduled shall be amended to provide for the following salaries for the years 1991 and 1992 to-wit:

1991	\$27,825.00
1992	\$29,216.00

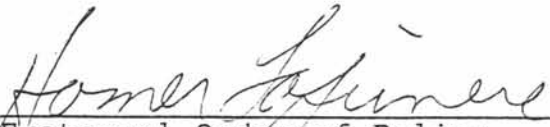
3) These wages shall be retroactive to January 1, 1991.

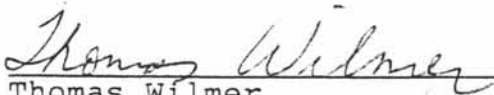
4) The present insurance plan, Blue Cross Blue Shield, which was adopted on or about the 27th day of June, 1992 by all County Employees, shall be considered as the insurance plan for this bargaining unit through December 1992 with its present deductible and co-pay. The bargaining unit members shall not be required to contribute to its cost for the balance of the year 1992 commencing June 27, 1992.

In each and every other respect the principal contract and amendatory language contained in the amendment of May 3, 1988 are ratified and confirmed to the extent that they are not inconsistent with the language contained herein.

  
\_\_\_\_\_  
Charles Packer, Chairman  
Hillsdale County Commissioners

  
\_\_\_\_\_  
Gerald Hicks, Hillsdale County Sheriff

  
\_\_\_\_\_  
Fraternal Order of Police  
by Homer Laffinere

  
\_\_\_\_\_  
Thomas Wilmer

6105

Sergeants 12/31/95

THIRD AMENDMENT TO AND EXTENSION OF LABOR AGREEMENT

THIS AGREEMENT made and entered into the 22nd day of February, 1994, but effective January 1, 1993 by the Hillsdale County Board of Commissioners, County of Hillsdale, and Gerald Hicks, Hillsdale County Sheriff, hereinafter referred to as Employer, and the Police Officer's Labor Council, representing the Hillsdale County Supervisory Unit, hereinafter referred to as Employee.

WHEREAS, the parties entered into a labor agreement during the year 1986 which was executed by the interested parties during the months of November and December, 1986, and which labor agreement expired on the 31st of December, 1987; and,

WHEREAS, an amendment to said labor agreement was made and entered into between the same parties on or before the 3rd of May, 1988, which extended and amended the agreement through the 31st of December, 1990; and

WHEREAS, the parties, thereafter, entered into negotiations and arrived at an agreement which extended the current Labor Agreement for two years which Labor Agreement expired on December 31, 1992, and,

WHEREAS, the parties entered into negotiations, reached an impasse, and finally submitted the unresolved issues to a 312 Arbitration Panel established under Act 312 of Michigan Public Acts; and,

WHEREAS, said Arbitration Panel under date of February 17, 1994, submitted a copy of its findings and conclusions with respect to said 312 Arbitration proceeding being MERC CASE #L92J-0777, and,

Hillsdale County

WHEREAS, the parties by this amendatory agreement intend to and do, by these presents, incorporate the findings of said Arbitration Panel dealing with Duration of Contract, Wages, Retroactivity, Retirement, Shift Differential, Personal Days, Vacations, Disability Insurance and Health Insurance, in this their agreement as follows:

#### DURATION OF CONTRACT

The agreement shall cover the period from January 1, 1993, through December 31, 1995.

#### WAGES

The wage structure for the duration of the contract shall be arrived at by applying 3 percent to the 1992 schedule for the year 1993, 4 percent to the 1993 schedule for 1994, and 4 percent to the 1994 schedule for 1995. The specific wage structure including the steps for the "Sergeants" for the years 1993 through 1995, both inclusive shall be as set forth on the "Wage Addendum - Exhibit A", attached hereto and made a part hereof by specific reference. Provided, it is understood that 1993 pay, which was based on the 1992 pay schedule, shall not be increased to the 1993 rate, but only the schedule for 1993 shall be improved.

#### RETROACTIVITY

The wage award is retroactive to January 1, 1994, it being the understanding of the parties that the 3 percent wage adjustment awarded in 1993 carries no retroactivity.

#### RETIREMENT

The employer's contribution to the Employees retirement fund is currently based upon a 4 percent contribution of gross wages, therefore, the Arbitration decision makes no change and the



contract, as most recently amended, is ratified in its present form.

#### SHIFT DIFFERENTIAL

It is the finding of the Panel that there shall be no shift differential in connection with any shift established at the Hillsdale County Sheriff's Department.

#### PERSONAL DAYS

It is agreed that the Union withdrew its proposal concerning personal days during 312 Arbitration and thus the contract language concerning number and use of personal days remains unchanged.

#### VACATIONS

It is agreed that the vacation schedule for employees shall be as follows:

Article XIII - Section 1 shall be amended as follows:

"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 schedule:

1 year - 5 days  
2 years - 10 days  
5 years - 15 days  
6 years - 16 days  
7 years - 17 days  
8 years - 18 days  
9 years - 19 days  
10 years - 20 days

the same to be effective as of January 1, 1994".

#### DISABILITY INSURANCE

It is agreed that the present language concerning disability insurance, if any, shall remain unchanged and that the employees options, if any, concerning the same shall remain unchanged.

**HEALTH INSURANCE**

It is agreed that the present health insurance plan through Blue Cross/Blue Shield of Michigan with its present deductibles and co-pays, or a comparable plan with another carrier, shall remain in effect during the duration of this contract and that the employee shall not be responsible for sharing the premium.

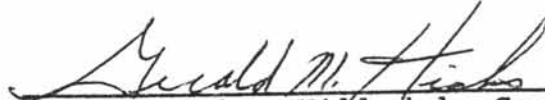
In each and every other respect the Labor Agreement and all of the several amendments thereto, shall remain in full force and effect, except to the extent that they are not inconsistent with the provisions of this Amendatory Agreement.



Olin Hinkle, Chairperson  
Hillsdale County Commissioners



Amy Brown, Vice Chairperson  
Hillsdale County Commissioners



Gerald Hicks, Hillsdale County Sheriff



Police Officer's Labor Council  
by Homer Lafrinere



Thomas Wilmer

"WAGE ADDENDUM - EXHIBIT A"

Sergeants

START

01-01-93	\$30,092.00
01-01-94	\$31,296.00
01-01-95	\$32,548.00

6105

12/31/97

**FOURTH AMENDMENT AND EXTENSION TO LABOR AGREEMENT**

This amendatory agreement made and entered into this \_\_\_\_\_ day of February, 1997, but effective as of January 1, 1996, by and between the Hillsdale County Board of Commissioners, County of Hillsdale and Hillsdale County Sheriff, Stanley Burchardt, hereinafter referred to as "Employer" and the Police Officer's Labor Council and the Hillsdale County Supervisory Unit consisting of Sergeants at the Hillsdale County Sheriff's Department hereinafter referred to as "Employee".

**WHEREAS**, the parties entered into a Labor Agreement during the year 1986 which was executed by all interested parties during the months of November and December, 1986 which Labor Agreement expired the 31st day of December, 1987; and,

**WHEREAS**, an Amendment to said Labor Agreement was made and entered into between the same parties on or about the 3rd day of May, 1988 which extended the existing Agreement and Amendment through the 31st day of December, 1990; and,

**WHEREAS**, the parties, thereafter, entered into negotiations and arrived at an agreement which extended that Labor Agreement for two (2) additional years which amended Labor Agreement expired on the 31st day of December, 1992; and,

**WHEREAS**, the parties, thereafter, entered into negotiations, reached an impasse and submitted the unresolved issues to a 312 Arbitration panel established under Act 312 of Public Acts of Michigan; and,

**WHEREAS**, said panel submitted a copy of its findings and conclusions with respect to said 312 proceeding being MERC L92 J-0777; and,

**WHEREAS**, said 312 conclusions and findings were thereafter embodied in an amended Labor Agreement which expired the 31st day of December, 1995; and,

**WHEREAS**, the parties, thereafter, entered into negotiations, reached an impasse and submitted the unresolved issues through 312 Arbitration to a 312 Arbitrator; and,

**WHEREAS**, the 312 Arbitrator has scheduled a hearing for February 21 and 24, 1997 in Detroit, Michigan to deal with said unresolved issues; but,

**WHEREAS**, the parties have had additional discussions concerning the unresolved issues and wish to avoid the disproportionately high expense which might be incurred by proceeding with the 312 Arbitration proceedings; and,

**WHEREAS**, the parties have met and discussed the unresolved issues, have reached an agreement respecting the same, and wish to reduce their understanding concerning said agreement to writing which resolution, by virtue of this document, is hereby considered as the Fourth (4th) Amendment to the existing Labor Agreement.

**NOW THEREFORE**, the parties agree as follows:

*Hillsdale County*

## ECONOMIC ISSUES

### DURATION OF CONTRACT

It is understood and agreed that the duration of this contract shall be from January 1, 1996 through December 31, 1997 at 11:59 p.m.

### WAGES

The wages for 1996 and 1997 are as follows:

<u>1996</u>	<u>1997</u>
\$33,524.00	\$34,865.00

All wages will be retroactive to January 1, 1996.

## ARTICLE XVIII

### CLOTHING AND EQUIPMENT

Amend existing language on page 34 of the Labor Agreement to provide as follows:

Cleaning allowance in the amount of \$300.00 annually shall be paid to each full-time employee. This cleaning allowance shall be paid in two equal installments, the first of which shall be due on July 1, 1996. Semi-annual payments in the same amount, namely \$150.00, shall be due and payable each six (6) months, thereafter, during the term of this contract.

## ARTICLE XIX

### INSURANCE AND PENSION BENEFITS

#### Section 1

Add new paragraph as follows:

Commencing with the year 1997, the employer shall pay one-half of the premium for the employee retiree and his spouse, if any, toward the existing health coverage. For purposes of this paragraph, a retiree shall be defined as an employee who has worked for the Sheriff's Department for 25 years and who has attained the chronological age of 55 years.

NON-ECONOMIC ISSUES

ARTICLE XIII

LAYOFF AND RECALL

Section 2 - Seniority

Delete the language and insert the following:

Seniority, for the purpose of layoff, shall be determined by date of appointment to a Sergeant's grade. No other means will be used to access seniority for Sergeants.

Section 3 - Order of Layoff

Delete the entire paragraph and insert the following:

If a layoff is to occur within a Sergeant's grade, layoff will occur as to seniority as in Section 2 above. Least senior Sergeant is first to be laid off regardless of the Sergeant's classification.

ARTICLE XI

SENIORITY

Section 1 - Classification Seniority

Delete the word layoff in line 5 on page 19.

The parties agree that the original Labor Agreement, as amended, and all of its terms shall remain in full force and effect excepting to the extent that this Forth Amendment is inconsistent therewith, and the parties ratify and confirm all of its terms including those herein set forth.

\_\_\_\_\_  
Amy Brown, Chairperson  
Hillsdale County Board of  
Commissioners

\_\_\_\_\_  
by Stanley Burchardt, Sheriff

\_\_\_\_\_  
Police Officer's Labor Council,  
Homer Lafrinere, Business Agent

The Fourth Rec'd  
2/21/99  
Amendment &  
Extension to  
Labor Agreement  
has not been  
approved as such  
but probably will  
be approved shortly

Date signed:

\_\_\_\_\_  
Carl Albright

Date signed:

\_\_\_\_\_  
Tim Parker

Date signed:

\_\_\_\_\_  
Roger Boardman



6105

12/31/2000

Sarge

FIFTH AMENDMENT TO LABOR AGREEMENT

THIS AMENDATORY AGREEMENT made and entered into this 24th day of November, 1998, but effective when signed, by and between the County of Hillsdale and Hillsdale County Sheriff, Stanley Burchardt, hereinafter referred to as "County Employer", and the Police Officers Labor Council representing the Hillsdale County Supervisory Union consisting of Sergeants, hereinafter referred to as "Union Employee".

WHEREAS, on the 14th day of February, 1997, the parties entered into a Labor Agreement as a result of certain negotiations, and;

WHEREAS, the parties have had negotiations commencing in the fall of 1997 prior to the expiration of said Labor Agreement which expired December 31, 1997, and;

WHEREAS, the parties had subsequent meetings with the State Mediator which resulted in further amendments to the Labor Agreement as well as an extension thereof, and;

WHEREAS, the parties desire to set forth in writing their understanding of this most recent amendment.

NOW THEREFORE, the parties agree as follows:

LENGTH OF AGREEMENT

This Agreement shall commence on January 1, 1998 and shall terminate on December 31, 2000 at 11:59 p.m..

ARTICLE VII GRIEVANCE PROCEDURE

Page 12

Eliminate Steps 2 and 3.

If you have any questions please call. Marney Kost 517-437-3391

Sergeants Contract The first section is all the updates that we have. The last part you probably have

Hillsdale, County of

## New Step 2

If the Sheriff's answer is not satisfactory to the Bargaining Committee of the Union, the Bargaining Committee may submit an appeal within 10 days to the Hillsdale County Board of Commissioners. The appeal shall be heard by the Board at its first regularly scheduled meeting following receipt of said appeal by the Board. A decision shall be given within 10 working days following said hearing.

- (a) In the event of discharge, suspension or demotion, the executed written grievance shall commence at Step 2 and be submitted directly to the Sheriff under this Article.

Step 4 to become Step 3 excepting change Step 3 in first sentence to Step 2.

### ARTICLE XIV WAGES

#### Year

1998	35,910.95
1999	36,988.28
2000	38,097.93

### RETROACTIVITY

#### Retroactivity of wages:

All wages shall be retro-active to January 1, 1998 for all those persons employed under this contract on the effective date hereof.

### ARTICLE XIV INSURANCE AND PENSION BENEFITS

#### Section 1:

The County will pay the full premium costs of the present Blue Cross/Blue Shield coverage with its present deductible and co-pay for the employee and his/her legal dependents until the rate change which is expected to occur in June, 1999. At the time of the rate change, the employee shall be responsible, during the balance of this contract for paying one-half (1/2) of any increased premium with the stipulation that the

Employee contribution shall not exceed \$30.00 per month (\$15.00 per pay period). In the event an Employee is laid off, the insurance will be continued for one month following the month in which the layoff occurs. The word "dependents" shall be determined by definition issued by the insurance company provided, however, that in the event the spouse of the employee is entitled to coverage by reason of his or her own employment, only the single coverage will be available through the County. The County may, if they so desire, procure equivalent coverage through another carrier at their expense.

Effective on 1/1/99, there shall be a payment in lieu of insurance for eligible Employees who elect not to take health insurance. The Employee eligible for Single Subscriber coverage who opts out of the insurance program shall receive \$125.00 per month. The Employee eligible for health insurance at Two Person or Family Subscriber rates who opts out of the insurance program shall receive \$250.00 per month.

## RETIREMENT

### Section 6:

The Retirement Program for Union Employees shall remain the same during the years 1998 and 1999 and the County Employer will make the same percentage contribution that they have been making in the past for said years.

Effective January 1, 2000 the County Employer agrees to change to MERS Plan B2F55/25 with Employer to make a contribution of 7.5%.

**IN EACH AND EVERY OTHER RESPECT** the existing Labor Agreement as amended including all of its four (4) amendments are hereby ratified and confirmed and remain in full force and effect to the extent that they are not otherwise being changed or modified by this amendment.

HILLSDALE COUNTY BOARD OF  
COMMISSIONERS

Amy Brown 12/4/98  
By: Amy Brown, Chairperson (date)

HILLSDALE COUNTY  
SHERIFF'S DEPARTMENT

Stanley Burchardt 11/23/98  
By: Stanley Burchardt, Sheriff (date)

POLICE OFFICERS LABOR COUNCIL  
(UNION)

Homer Lafrinere 11-19-98  
Homer Lafrinere, (date)  
Business Representative

Carl W. Albright 11/23/98  
Carl Albright (date)

Tim Parker 11-23-98  
Tim Parker (date)

Roger Boardman 11/25/98  
Roger Boardman (date)

William R. Mosher 11-24-98  
Bill Mosher (date)

## FOURTH AMENDMENT AND EXTENSION TO LABOR AGREEMENT

This amendatory agreement made and entered into this 14<sup>th</sup> day of February, 1997, but effective as of January 1, 1996, by and between the Hillsdale County Board of Commissioners, County of Hillsdale and Hillsdale County Sheriff, Stanley Burchardt, hereinafter referred to as "Employer" and the Police Officer's Labor Council and the Hillsdale County Supervisory Unit consisting of Sergeants at the Hillsdale County Sheriff's Department hereinafter referred to as "Employee".

WHEREAS, the parties entered into a Labor Agreement during the year 1986 which was executed by all interested parties during the months of November and December, 1986 which Labor Agreement expired the 31st day of December, 1987; and,

WHEREAS, an Amendment to said Labor Agreement was made and entered into between the same parties on or about the 3rd day of May, 1988 which extended the existing Agreement and Amendment through the 31st day of December, 1990; and,

WHEREAS, the parties, thereafter, entered into negotiations and arrived at an agreement which extended that Labor Agreement for two (2) additional years which amended Labor Agreement expired on the 31st day of December, 1992; and,

WHEREAS, the parties, thereafter, entered into negotiations, reached an impasse and submitted the unresolved issues to a 312 Arbitration panel established under Act 312 of Public Acts of Michigan; and,

WHEREAS, said panel submitted a copy of its findings and conclusions with respect to said 312 proceeding being MERC L92 J-0777; and,

WHEREAS, said 312 conclusions and findings were thereafter embodied in an amended Labor Agreement which expired the 31st day of December, 1995; and,

WHEREAS, the parties, thereafter, entered into negotiations, reached an impasse and submitted the unresolved issues through 312 Arbitration to a 312 Arbitrator; and,

WHEREAS, the 312 Arbitrator has scheduled a hearing for February 21 and 24, 1997 in Detroit, Michigan to deal with said unresolved issues; but,

WHEREAS, the parties have had additional discussions concerning the unresolved issues and wish to avoid the disproportionately high expense which might be incurred by proceeding with the 312 Arbitration proceedings; and,

WHEREAS, the parties have met and discussed the unresolved issues, have reached an agreement respecting the same, and wish to reduce their understanding concerning said agreement to writing which resolution, by virtue of this document, is hereby considered as the Fourth (4th) Amendment to the existing Labor Agreement.

NOW THEREFORE, the parties agree as follows:

ECONOMIC ISSUES

DURATION OF CONTRACT

It is understood and agreed that the duration of this contract shall be from January 1, 1996 through December 31, 1997 at 11:59 p.m.

WAGES

The wages for 1996 and 1997 are as follows:

<u>1996</u>	<u>1997</u>
\$33,524.00	\$34,365.00

All wages will be retroactive to January 1, 1996.

ARTICLE XVIII

CLOTHING AND EQUIPMENT

Amend existing language on page 34 of the Labor Agreement to provide as follows:

Cleaning allowance in the amount of \$300.00 annually shall be paid to each full-time employee. This cleaning allowance shall be paid in two equal installments, the first of which shall be due on July 1, 1996. Semi-annual payments in the same amount, namely \$150.00, shall be due and payable each six (6) months, thereafter, during the term of this contract.

ARTICLE XIX

INSURANCE AND PENSION BENEFITS

Section 1

Add new paragraph as follows:

Commencing with the year 1997, the employer shall pay one-half of the premium for the employee retiree and his spouse, if any, toward the existing health coverage. For purposes of this paragraph, a retiree shall be defined as an employee who has worked for the Sheriff's Department for 25 years and who has attained the chronological age of 55 years.

NON-ECONOMIC ISSUES

ARTICLE XIII

LAYOFF AND RECALL

Section 2 - Seniority

Delete the language and insert the following:

Seniority, for the purpose of layoff, shall be determined by date of appointment to a Sergeant's grade. No other means will be used to access seniority for Sergeants.

Section 3 - Order of Layoff

Delete the entire paragraph and insert the following:

If a layoff is to occur within a Sergeant's grade, layoff will occur as to seniority as in Section 2 above. Least senior Sergeant is first to be laid off regardless of the Sergeant's classification.

ARTICLE XI

SENIORITY

Section 1 - Classification Seniority

Delete the word layoff in line 5 on page 19.

The parties agree that the original Labor Agreement, as amended, and all of its terms shall remain in full force and effect excepting to the extent that this Forth Amendment is inconsistent therewith, and the parties ratify and confirm all of its terms including those herein set forth.

Date signed:

Amy Brown  
Amy Brown, Chairperson  
Hillsdale County Board of  
Commissioners

Date signed: 1-30-97

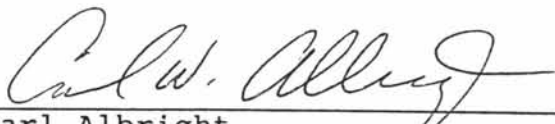
Stanley Burchardt  
by Stanley Burchardt, Sheriff

Date signed: 2-6-97

Homer Lafrinere  
Police Officer's Labor Council,  
Homer Lafrinere, Business Agent



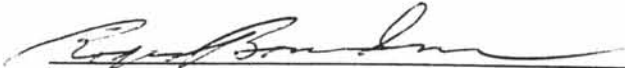
Date signed: 1-30-97

  
Carl Albright

Date signed: 1-31-97

  
Tim Parker

Date signed: ~~1-30~~-97

  
Roger Boardman

THIRD AMENDMENT TO AND EXTENSION OF LABOR AGREEMENT

THIS AGREEMENT made and entered into the 22nd day of February, 1994, but effective January 1, 1993 by the Hillsdale County Board of Commissioners, County of Hillsdale, and Gerald Hicks, Hillsdale County Sheriff, hereinafter referred to as Employer, and the Police Officer's Labor Council, representing the Hillsdale County Supervisory Unit, hereinafter referred to as Employee.

WHEREAS, the parties entered into a labor agreement during the year 1986 which was executed by the interested parties during the months of November and December, 1986, and which labor agreement expired on the 31st of December, 1987; and,

WHEREAS, an amendment to said labor agreement was made and entered into between the same parties on or before the 3rd of May, 1988, which extended and amended the agreement through the 31st of December, 1990; and

WHEREAS, the parties, thereafter, entered into negotiations and arrived at an agreement which extended the current Labor Agreement for two years which Labor Agreement expired on December 31, 1992, and,

WHEREAS, the parties entered into negotiations, reached an impasse, and finally submitted the unresolved issues to a 312 Arbitration Panel established under Act 312 of Michigan Public Acts; and,

WHEREAS, said Arbitration Panel under date of February 17, 1994, submitted a copy of its findings and conclusions with respect to said 312 Arbitration proceeding being MERC CASE #L92J-0777, and,

WHEREAS, the parties by this amendatory agreement intend to and do, by these presents, incorporate the findings of said Arbitration Panel dealing with Duration of Contract, Wages, Retroactivity, Retirement, Shift Differential, Personal Days, Vacations, Disability Insurance and Health Insurance, in this their agreement as follows:

#### DURATION OF CONTRACT

The agreement shall cover the period from January 1, 1993, through December 31, 1995.

#### WAGES

The wage structure for the duration of the contract shall be arrived at by applying 3 percent to the 1992 schedule for the year 1993, 4 percent to the 1993 schedule for 1994, and 4 percent to the 1994 schedule for 1995. The specific wage structure including the steps for the "Sergeants" for the years 1993 through 1995, both inclusive shall be as set forth on the "Wage Addendum - Exhibit A", attached hereto and made a part hereof by specific reference. Provided, it is understood that 1993 pay, which was based on the 1992 pay schedule, shall not be increased to the 1993 rate, but only the schedule for 1993 shall be improved.

#### RETROACTIVITY

The wage award is retroactive to January 1, 1994, it being the understanding of the parties that the 3 percent wage adjustment awarded in 1993 carries no retroactivity.

#### RETIREMENT

The employer's contribution to the Employees retirement fund is currently based upon a 4 percent contribution of gross wages, therefore, the Arbitration decision makes no change and the

contract, as most recently amended, is ratified in its present form.

#### SHIFT DIFFERENTIAL

It is the finding of the Panel that there shall be no shift differential in connection with any shift established at the Hillsdale County Sheriff's Department.

#### PERSONAL DAYS

It is agreed that the Union withdrew its proposal concerning personal days during 312 Arbitration and thus the contract language concerning number and use of personal days remains unchanged.

#### VACATIONS

It is agreed that the vacation schedule for employees shall be as follows:

Article XIII - Section 1 shall be amended as follows:

"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 schedule:

1 year - 5 days  
2 years - 10 days  
5 years - 15 days  
6 years - 16 days  
7 years - 17 days  
8 years - 18 days  
9 years - 19 days  
10 years - 20 days

the same to be effective as of January 1, 1994".

#### DISABILITY INSURANCE

It is agreed that the present language concerning disability insurance, if any, shall remain unchanged and that the employees options, if any, concerning the same shall remain unchanged.

## HEALTH INSURANCE

It is agreed that the present health insurance plan through Blue Cross/Blue Shield of Michigan with its present deductibles and co-pays, or a comparable plan with another carrier, shall remain in effect during the duration of this contract and that the employee shall not be responsible for sharing the premium.


In each and every other respect the Labor Agreement and all of the several amendments thereto, shall remain in full force and effect, except to the extent that they are not inconsistent with the provisions of this Amendatory Agreement.



Olin Hinkle, Chairperson  
Hillsdale County Commissioners



Amy Brown, Vice Chairperson  
Hillsdale County Commissioners



Gerald Hicks, Hillsdale County Sheriff



Police Officer's Labor Council  
by Homer Lafrinere



Thomas Wilmer

"WAGE ADDENDUM - EXHIBIT A"

Sergeants

START

01-01-93	\$30,092.00
01-01-94	\$31,296.00
01-01-95	\$32,548.00

SECOND AMENDMENT TO AND EXTENSION OF LABOR AGREEMENT

THIS AGREEMENT made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 1992, but effective January 1, 1991 by the Hillsdale County Board of Commissioners, County of Hillsdale, and Gerald Hicks, Hillsdale County Sheriff, hereinafter referred to as Employer, and the Fraternal Order Of Police Labor Council of Michigan, and the Hillsdale County Supervisory Unit, hereinafter referred to as Employee.

WHEREAS, the parties entered into a labor agreement during the year 1986 which was executed by the interested parties during the months of November and December, 1986, and which labor agreement expired on the 31st of December, 1987; and,

WHEREAS, an amendment to said labor agreement was made and entered into between the same parties on or before the 3rd of May, 1988, which extended and amended the agreement through the 31st of December, 1990; and

WHEREAS, the parties have met and discussed wages, hours, and other conditions of employment and have arrived at a satisfactory arrangement which will extend the agreement for a period of time and extend the wages, provide for retroactivity, and provide for a health insurance plan for the years 1991 and 1992.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1) The term of this amendment shall be for the calendar years 1991 and 1992 with the contract as amended to expire at 11:59 p.m. on December 31, 1992.



2) Article XX - Salary Scheduled shall be amended to provide for the following salaries for the years 1991 and 1992 to-wit:


1991                      \$27,825.00

1992                      \$29,216.00

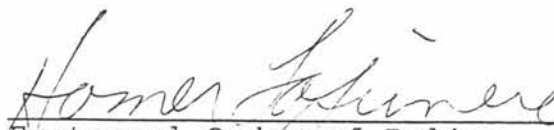
3) These wages shall be retroactive to January 1, 1991.

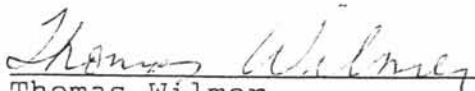
4) The present insurance plan, Blue Cross Blue Shield, which was adopted on or about the 27th day of June, 1992 by all County Employees, shall be considered as the insurance plan for this bargaining unit through December 1992 with its present deductible and co-pay. The bargaining unit members shall not be required to contribute to its cost for the balance of the year 1992 commencing June 27, 1992.

In each and every other respect the principal contract and amendatory language contained in the amendment of May 3, 1988 are ratified and confirmed to the extent that they are not inconsistent with the language contained herein.

  
\_\_\_\_\_  
Charles Packer, Chairman  
Hillsdale County Commissioners

  
\_\_\_\_\_  
Gerald Hicks, Hillsdale County Sheriff

  
\_\_\_\_\_  
Fraternal Order of Police  
by Homer Laffinere

  
\_\_\_\_\_  
Thomas Wilmer

RECEIVED DEC 18 1990

FORM ERC R 3  
(3-70)

11

STATE OF MICHIGAN  
DEPARTMENT OF LABOR  
EMPLOYMENT RELATIONS COMMISSION  
LABOR RELATIONS DIVISION

Type of Election

COUNTY OF HILLSDALE AND HILLSDALE COUNTY  
SHERIFFS DEPARTMENT

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 79

- and -

LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

Consent Agreement

Commission Direction

Case No. R90 I-227

**CERTIFICATION OF REPRESENTATIVE**

An election having been conducted in the above matter by an Agent of the Michigan Employment Relations Commission in accordance with the Rules and Regulations of the Commission; and it appearing from the tabulation of election results that a collective bargaining representative has been selected,

Pursuant to authority vested in the Michigan Employment Relations Commission, IT IS HEREBY CERTIFIED that LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

has been designated and selected by a majority of the employees of the the above-named employer, in the unit described below, as their representative for the purposes of collective bargaining, and that, pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

AMENDMENT TO LABOR AGREEMENT

Amendment to the existing Labor Agreement between Hillsdale County and the Hillsdale County Sheriffs Department as employer, and the SEIU Local 79 AFL-CIO.

**Whereas,** the parties entered into a Labor Agreement effective January 1, 1988 which was amended by a document dated the 28th day of April, 1989 and effective the 14th day of April, 1989; and,

**Whereas,** the parties have had discussions concerning a further amendment to said Agreement; and,

**Whereas,** the parties have reached an accord and wish to set forth their agreement in writing as an additional amendment to the existing Agreement.

**Now Therefore,** the parties agree as follows:

That the existing seniority section shall be amended as it relates to shift preference and pass days for the corrections officers only, and shall provide that three (3) correction officers having the most seniority as correction officers shall for the balance of this Labor Agreement be allowed to select their shift and pass days separate and distinct from all other members of the bargaining unit which also includes Road Deputies, Dispatchers, Detective, and Animal Control Officer.

**It Is Further Agreed** that there will be no overlapping of pass days as selected by these three corrections personnel.

**It Is Further Agreed** that the remainder of shifts and pass days for correction officers will be scheduled depending upon the needs of the department. These shifts and pass days may be bid upon by seniority by the remaining corrections officers.

In each and every other respect the Labor Agreement which was effective January 1, 1988 as previously amended on the 28th day of April, 1989 is hereby ratified and confirmed.

Date Signed:

HILLSDALE COUNTY BOARD OF COMMISSIONERS

3/2/90

Carl L. Gilmore

3/7/90

HILLSDALE COUNTY SHERIFF

Herold M. Aik

2/27/90

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 79

Ken Davis

2/27/90

UNION BARGAINING COMMITTEE

Dave Braganza     Betty Park

FIRST AMENDMENT TO AND EXTENSION OF LABOR AGREEMENT

This Agreement made and entered into this 3rd day of May, 1988, by and between the County of Hillsdale, through the Chairman of its Board of Commissioners, and the Sheriff of Hillsdale County, Gerald Hicks, hereinafter referred to as Employer, and the Fraternal Order of Police, State Lodge of Michigan Labor Council, Hillsdale County Sheriff's Department Supervisory Unit, hereinafter referred to as Employee.

WITNESSETH:

WHEREAS, the Employer and the Employee entered into a labor agreement which was executed by the various representatives of the Employer and the Employee during the months of November and December of 1986 and which expired of its own terms on 12/31/87; and,

WHEREAS, the Employer and Employee have since that date engaged in collective bargaining, which collective bargaining has resulted in a new agreement relating to wages, hours, and other conditions of employment; and,

WHEREAS, the parties desire to set forth their agreement in writing concerning these issues and to amend pursuant to the revisions herein contained the labor agreement insofar as said revisions are inconsistent therewith, and to extend the labor agreement as herein provided, and ratify and confirm all of its terms unless specifically changed;

NOW THEREFORE IT IS AGREED that the Labor Agreement hereinbefore referred to is hereby extended, ratified and confirmed through and including the 31st day of December, 1990, excepting as is hereinafter specifically provided, that is to say:

Article 14, Section 7. Hours and Overtime. Add new paragraph as follows:

Employees who are off duty and are required to attend court as witnesses or for other purposes as required by the Court shall be entitled to pay for the actual time spent in the Courtroom with a minimum of two and one-half hours pay, whichever is more. Employees required to attend court in another county shall be entitled to count travel time as hours worked. If an employee is required to furnish his own vehicle for transportation to another county Court while performing the duties of his job, he shall be reimbursed for said mileage at a rate as from time to time is set by the State of Michigan and allowable for other county employees.

Article 15, Section 5. Leaves of Absence.

During the year 1988 Section 5 would remain in the agreement, but would be revised as follows:

Section 5 - "An Employee with accumulated sick leave may use one (1) day per year for personal reasons and charge the same to sick time. Personal reasons for the purposes of this section shall include serious illness, or death of some member of the employees immediate family which include the employee's spouse, children, grandchildren, parents, foster parents, parents-in-law, brothers, sisters, or persons for whom the employee is responsible financially or physically, or any matter directly related to said illness or death.

In 1989, Article 15, Section 5 shall be completely deleted.

Article 15, Section 8. Leaves of Absence. In 1988, two (2) shall be changed to three (3). In 1989, three (3) shall be changed to four (4), through the lifetime of the agreement.

Article 17, Section 1. Vacations. Add new Section E as follows:

Employees whose vacations are not covered by sub paragraphs A-D, both inclusive, shall receive one (1) additional day on their seniority date for each additional year served until they have accumulated twenty (20) days vacation pursuant to the following schedule:

End of 11 years	-	16 days
End of 12 years	-	17 days
End of 13 years	-	18 days
End of 14 years	-	19 days
End of 15 years	-	20 days

Article 18, Section 2. Clothing and Equipment. Delete in its entirety and substitute the following:

A gun allowance of \$300.00 will be payable to each Sergeant who is qualified for road duties and has the required training, even though not assigned to that classification. Said Sergeant shall be expected at all reasonable times to carry said firearm during off duty hours. Such amount will be payable on the first business day of each year; provided, however, in the event the employee is discharged or quits he/she shall refund to the County the prorata share of the gun allowance for the period of the calendar year in which he/she did not serve as Sergeant. This refund shall be expressed as a fraction of days not worked during the year divided by 365 times \$300.00.

$$\frac{\text{days not worked during year}}{\text{divided by 365}} \times (\text{Times}) \quad \$300.00$$

Article 18, Section 3. Each Sergeant who is certified shall have the option of carrying, while on duty, either a .357 magnum with a 4 inch barrel, or a 9mm semi-automatic pistol with appropriate leather holster and pouch which must be approved by the Sheriff and shall be purchased by the employee at his/her expense.

Article 19, Section 1. Insurance and Pension Benefits.

Add new paragraph as follows:

The Employer will continue to provide the present insurance benefits to the employees and pay the full costs thereof, or they may procure equivalent coverage through another carrier at its own expense, provided, however, that the Employer shall make an optional option available to the employees during the year 1988 which the employees may carry at their own expense. In 1989 and



1990 said optical option shall be available to employees only at the expense of the Employer.

Article 20. Salary Schedule. Effective as follows:

January 1, 1988	\$24,800.00
January 1, 1989	\$25,700.00
January 1, 1990	\$26,500.00

Article 22, Section 7. General Provisions. The Sergeants will train deputies who are untrained on how to operate the Lien Machine. This section shall not be construed to require the Employer to send an employee who is untrained to school for any certified training.

All changes in benefits and wages shall be retroactive to the 1st day of January, 1988.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to become effective on the date herein before designated.

FOR THE EMPLOYER:

FOR THE EMPLOYEE:

HILLSDALE COUNTY BOARD  
OF COMMISSIONERS:

Carl L. Gilmore 5/3/88 Home Telephone 3-28-88  
date date

Gerald M. Hicks 4-29-88 Thomas Wilmer 3-29-88  
Gerald Hicks date date  
Hillsdale County Sheriff

\_\_\_\_\_ Richard Kar 4-1-88  
date date

\_\_\_\_\_ Roger Bondura 4-5-88  
date date

\_\_\_\_\_ date