

12/31/94

AGREEMENT
BETWEEN
ONTONAGON COUNTY
AND
ONTONAGON COUNTY SHERIFF'S DEPARTMENT EMPLOYEES'
CHAPTER OF LOCAL #1923
Affiliated With Michigan Council #25
AFSCME, AFL-CIO

Effective: January 1, 1993
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Ontonagon County

TABLE OF CONTENTS

ARTICLES:

	Agreement	i
	Purpose and Intent	i
1	Recognition. Employees covered	1
2	Aide to Other Unions.	1
3	Union Security. Agency Shop	1
4	Dues Check Off.	2
5	Representation Fee Check Off.	2
6	Remittance of Dues & Fees	3
7	Save Harmless Clause.	3
8	Union Representation.	4
9	Special Conference.	5
10	Grievance Procedure	5
11	Computation of Back Wages	8
12	Discharge & Suspension.	8
13	Seniority, & Probationary Employees.	9
14	Seniority Lists	10
15	Loss of Seniority	10
16	Seniority of Officers & Stewards.	10
17	Safety.	11
18	Layoff Defined.	12
19	Recall Procedure.	12
20	Transfers	12
21	Job Posting & Bidding Procedure	13
22	Veterans, Reinstatement of.	14
23	Education Leave of Absence for Veterans	14
24	Leaves of Absence	14
25	Union Bulletin Board.	15
26	Rates for New Jobs.	15
27	Temporary Assignments	15
28	Temporary & Part Time Employees	15
29	Specially Funded Program Employees.	16
30	Equalization of Overtime.	16
31	Worker's Compensation	17
32	Working Hours	17
33	Sick Leave.	18
34	Funeral Leave	19
35	Time and One-Half	19
36	Holiday Provisions.	20
37	Vacations Eligibility	20
38	Vacation Period	21
39	Pay Vacation- Direct Deposit.	22
40	Personal Leave Days	22
41	Hospitalization & Medical Coverage.	22
42	Life Insurance Coverage	23
43	Computation of Benefits	23
44	Unemployment Insurance.	23
45	Contracting & Sub-Contracting of Work	23
46	Consolidation & Elimination of Jobs	24
47	Work Performed by Supervisors	24
48	Strikes & Lockouts.	24
49	Notice of Termination	24
50	Distribution of Agreement	25
51	Pensions.	25

AGREEMENT

This agreement, entered into on the first day of January, 1993, between the Sheriff of Ontonagon County and the Ontonagon County Board of Commissioners (hereinafter referred to as the 'EMPLOYER") and the Ontonagon County Sheriff's Department Employees' Chapter of Local #1923, affiliated with Council 325, AFSCME, AFL-CIO (hereinafter referred to as the 'UNION").

NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the union employees depend upon the Employer's success in establishing a proper service to the community.

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

The County and the Sheriff have the exclusive right to manage the officers and direct the affairs of the work force, subject only to the terms of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the ninetieth (90th) day following the beginning of their employment in the unit.

ARTICLE 4. DUES CHECK OFF

(a) The Employer agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard for use by the Employer herein (see paragraph D), provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.

(b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

(c) The Employer agrees to provide this service without charge to the Local Union.

(d) Authorization Form. (see next page)

(e) In the event an employee is late in becoming a bargaining unit member, the employee shall deduct two (2) months for deduction of back dues are paid. Authorization for deduction of back dues shall be submitted to the employer at the same time the dues authorization is submitted.

ARTICLE 5. REPRESENTATION FEE CHECK OFF

(a) The Employer agrees to deduct from the wages of any employee who is not a member of the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph D), provided that the said form shall be executed by the employee.

ARTICLE 8. UNION REPRESENTATION

(a) Stewards, Alternate Steward, and Chapter Chairman.

The employees covered by this Agreement will be represented by (1) steward and one (1) alternate steward. The Union shall have the exclusive right to assign said stewards.

1. The Employer will be notified of the name of the alternate steward who would serve only in the absence of a regular steward.

2. The steward or alternate steward, during his or her working hours, without loss of time or pay, may investigate and present grievances to the Employer, provided such activities do not interfere with the orderly functioning of the Sheriff's Department, and further provided that such investigative activities do not exceed four (4) hours per month.

3. The Chapter Chairman shall be allowed the necessary time during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure, provided that such activities does not interfere with the orderly function of the Sheriff's Department and that such investigative activities do not exceed four (4) hours per month. The parties agree that absent extraordinary circumstances, a grievance will be presented at the first step by either a steward or the Chapter Chairman, but not both.

4. The County is under no obligation to pay stewards or chapter chair people for time spent in the grievance meetings when they are not scheduled to work.

(b) Bargaining Committee:

1. Employees covered by this Agreement will be represented in negotiations by two (2) negotiating committee members.

2. All bargaining by the parties shall commence at a time mutually agreed upon.

3. Member of the bargaining committee shall not be paid by the Employer for time spent in negotiations except that any member of the bargaining committee who has been unable to reschedule his shift to be off work during negotiations will be paid his normal shift pay, but will be subject to emergency calls to duty regardless of negotiations.

STEP TWO: Submission in Writing.

If no satisfactory resolution comes from such meetings, the grievance shall be submitted to the sheriff in writing on a form within seven (7) calendar days. The form which is mutually agreed upon by the parties and provided by the employer will be dated and signed by the grieving union or employee, whichever is appropriate and will specify the facts for the grievance which are known to the union or employee. The Sheriff shall respond in writing to the Union within fifteen (15) calendar days.

STEP THREE: Submission to County Board of Commissioners.

If the Union is not satisfied with the proposed resolution suggested by Sheriff, the Union shall, within fifteen (15) days after receipt of the final notification under Step Two, file with the County Clerk an appeal to the County Board of Commissioners, the co-employer, who shall schedule the matter for hearing, in a session closed to the public, at the earliest convenient board meeting, and notify the Union of the time and place of such hearing. The parties specifically recognize that the County Board of Commissioners does not have control over the operations of the Sheriff's Department, but the County Board shall, to the extent possible, attempt to mediate any dispute between the Union and the Sheriff as to matters beyond the Board's control; and to matters within the Board's control, the Employer agrees to act promptly in an effort to resolve the difference. Within fifteen (15) days after the meeting, the Board of County Commissioners will announce in writing whether a settlement was reached between the Sheriff and the Union. Any non-reply from the Board moves the grievance to Step Four of the grievance procedure. If an agreement is not reached between the Union and the Sheriff, the Union may submit the matter to arbitration as hereinafter specified.

STEP FOUR: Binding Arbitration.

If the Employer's answer at Step Three is not satisfactory and the Union wishes to carry it further, the Chapter Chairman shall refer the matter to Council 25. In the event Council 25 wishes to carry the matter further, it shall, within thirty (30) calendar days following the Employer's answer at Step Three, notify the Employer that it demands arbitration and file a request with the Michigan Employment Relations Commission for a list of not less than five (5) possible arbitrators from MERC's approved list of arbitrators.

Within ten (10) days after receipt of the list of possible arbitrators, representatives of the Union shall meet with representatives of the Employer for the purpose of selecting the arbitrator. Unless otherwise agreed upon by both parties, selection shall be accomplished by alternate striking of one arbitrator's name at a time, the Employer striking one name; the Union striking one name; the Employer striking another; the Union striking another, until only one name remains; the one remaining shall be the arbitrator.

ARTICLE 11. COMPUTATION OF BACK WAGES

No claim for back wages or allowances for any kind shall exceed the amount of wages the employee would otherwise have earned working normal shifts. Overtime missed shall not be considered, unless the claim expressly related to unreasonable denial of opportunity to work overtime. Any computation of lost wages shall consider income received from any other source, including, but not limited to, Worker's Compensation, unemployment compensation and earning from other employment. Insurance benefits provided by the employee himself at his own expense shall not be deducted.

ARTICLE 12. DISCHARGE AND SUSPENSION

Subject always to the Sheriff's rights to hire his deputies, which right shall not be infringed by this contract, the parties agree that any discharges or suspensions shall be subject to the following procedures.

1. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reason for the discharge or suspension.

2. The discharged or suspended employee will be allowed to discuss the discharge or suspension with his steward, and the Employer will make available a meeting room when he may do so before the employee is required to leave the Sheriff's Department premises. Upon request, the Sheriff or Undersheriff will discuss the discharge or suspension with the employee and the steward.

3. Appeal of Discharge or Suspension: Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, the matter shall be submitted to the second step of the Grievance Procedure, and shall progress from there.

4. Use of Past Record. In imposing and discipline or discharge on a current charge, the Employer will not take into any prior infractions which occurred more than two (2) years previously.

5. The parties recognize that the deputies in the Sheriff's Department are held to a higher degree of personal conduct than general public. Conviction of any felony shall be grounds for immediate discharge. Disclosure of internal affairs of the Department to any party not entitled to know of such matter shall be subject to disciplinary action. Conduct on or off duty directly reflecting discredit upon the Sheriff's Department shall be subject to disciplinary action. This is not intended to be an exhaustive list of reasons for discharge or discipline.

In the event of an employee is to be discharged, no such action shall be taken for a period of at least three (3) days after the Sheriff learns of the incident, but the Sheriff may immediately suspend the employee without loss of pay or benefits until the decision is reached by the Sheriff. Disciplinary action other than discharge shall not be subject to the three (3) day provision.

(d) The employer agrees that at least 50% (1/2) of the total employees shall be Certified Deputy Sheriffs with powers of arrest and road qualified.

ARTICLE 14. SENIORITY LISTS

(a) Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

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

(c) The employer through the County Clerk will keep the seniority list up-to-date at all times and will provide the Chapter Chairman with up-to-date copies upon request from the Chapter Chairman.

ARTICLE 15. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons:

(a) He or she quits or retires from the Sheriff's department.

(b) He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.

(c) He is absent for three (3) consecutive working days without notifying the Employer and is discharged therefor. If the Employer decides there was good reason, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the Grievance Procedure.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure. If the Employer decides there was good reason, exceptions shall be made.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) Employee accepts a total disability/worker's compensation settlement.

(g) He or she has been on layoff over 2 years.

ARTICLE 16. SENIORITY OF OFFICERS AND STEWARDS

The Chapter Chairman, the Chapter Secretary, and the Steward, in that order, shall head the seniority list of the unit during their terms of office.

ARTICLE 18. LAYOFF DEFINED

(a) The word "layoff" means a reduction in the work force due to a decrease of work or lack of funds.

(b) In the event it becomes necessary for a layoff, the Employer shall meet with the proper Union representatives at least one (1) week prior to the effective date of the layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles, and work locations. If the results of such meetings are not conclusive, the matter shall become a proper subject for the second step of the Grievance Procedure.

(c) When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, employees having seniority shall be laid off in the inverse order of their seniority; i.e., the least senior employee on the seniority list being laid off first.

(d) Employees to be laid off will receive at least one (1) week's advance notice of the layoff.

(e) During a layoff, there shall be no regularly scheduled overtime if personnel on layoff are available to work the scheduled hours. Scheduled overtime for special occasions, such as holidays, special events, trips, etc., shall not exceed twelve (12) hours per week if personnel on layoff are available to work the scheduled hours.

ARTICLE 19. RECALL PROCEDURE

(a) When the working force is increased after a layoff, employees will be recalled according to seniority, with the most senior employee on layoff being recalled first.

(b) Notice of recall shall be sent to the employee at his last known address by registered or certified mail. It is the employees responsibility to inform the County's Accounting Department of any address change.

(c) If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall he shall be considered a quit. In proper cases, in the discretion of the Employer, exceptions may be made.

(d) After Two (2) Years on layoff an union employee is deemed to be terminated and will not be called back to work.

ARTICLE 20. TRANSFERS

(a) Transfer of Employees: If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within ninety (90) days transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all right accrued for the purpose of any benefits provided in this Agreement.

(d) During the temporary trial period, employees will receive the rate of the job they are performing.

(e) Employees required to work in a higher classification shall be paid the rate of the higher classification.

ARTICLE 22. VETERANS, REINSTATEMENT OF

The re-employment rights of employees and probationary employees shall be in accordance with all applicable laws and regulations.

ARTICLE 23. EDUCATIONAL LEAVES OF ABSENCE FOR VETERANS

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence without pay or other benefits for a period of two (2) years or length of their seniority whichever is less in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

(b) Employees who serve in the Armed Forces Reserve or the National Guard will be permitted leave without pay for annual encampment upon at least fifteen (15) days' advance notice to the Sheriff or Undersheriff. At the employee's option, leave for such encampment may be taken out of such vacation time as the employee may have accrued. The provision for summer encampment shall likewise apply to emergency call-out not to exceed sixty (60) days.

ARTICLE 24. LEAVES OF ABSENCE

(a) Leaves of absence will be granted without pay or fringe benefits, except as provided for in this contract, for periods not to exceed twelve (12) months, without loss of seniority, for:

1. Serious illness leave (included physical, mental or (maternity)).
2. Prolonged serious illness in the immediate family. (spouse or child)
3. Educational leave.

Such leave may be extended by the Employer for like cause, upon request of the employee in writing.

(b) Employees shall not accrue seniority while on any leave of absence granted by the provisions of this Agreement,

Part-time employees hired by the Employer from time to time shall not be covered by this Agreement, provided that no such part-time employee works more than twenty-four (24) hours in any week.

The Employer agrees that the employment of temporary to part-time employees shall not be utilized to replace, displace or reduce a work force of the Sheriff's Department, unless such temporary employee will be needed for two (2) weeks more, and any such opportunity for employment shall be first offered to any qualified employee on layoff. Work on special events which can be covered by scheduling overtime for members of the bargaining unit, such as parades, transports, and other special events known at least twenty-four (24) hours in advance, will not be offered to temporary or part-time employees if a qualified member of the bargaining unit is available and willing to work overtime shifts.

ARTICLE 29. SPECIALLY FUNDED STATE OR FEDERAL PROGRAM EMPLOYEES

The Employer may use students and others whose wages are paid in whole or part by an agency of the State or Federal Government. These employees will not be covered by the terms of this Agreement unless enabling legislation gives them the rights and benefits of regular employees. Further, these employees are not to be used to perform work regularly performed by the bargaining unit in such a way as to replace, displace, or reduce bargaining unit work, but termination of the availability of such funds from outside sources shall be regarded as justification for a layoff following contractual layoff and recall procedures as being due to lack of funds.

ARTICLE 30. EQUALIZATION OF OVERTIME

Overtime will be equalized as nearly as may be practical among all members of the bargaining unit. Employees will be required to work all hours needed to be worked up to a limit of sixteen (16) consecutive hours, with an eight (8) hour break before next duty time. For the purpose of this article, time not worked because the employee chose not to work will be charged to the employee for the equalization of overtime hours. A list of overtime hours worked by each employee will be posted, up to date, at least once a month on the Bulletin board. This article does not pertain to emergency overtime, all parties recognizing the duties of law enforcement officers to work all hours necessary in an emergency. Holiday work shall not be construed as overtime unless called in to work.

(g) All work schedules shall cover a period of not less than ninety (90) days.

(h) If the staffing level of the Sheriff Department changes, paragraph (f) shall not apply for a period of thirty (30) days.

(i) Employees shall have at least one (1) four (4) day weekend every four (4) weeks. During the absence of regular employees staffing level may be maintained by the use of temporary and/or part-time employees.

ARTICLE 33. SICK LEAVE

(A) All employees covered by this Agreement shall accumulate one (1) sick leave day per month, not to exceed twelve (12) days per year with the maximum accumulation of one hundred (100) days. An employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically. No sick leave shall apply to employees injured or claiming to have been injured on the job, where Worker's Compensation is being paid or being sought.

(b) All unused sick leave days will be paid upon severance of employment with the Employer, at one half the prevailing daily rate, and upon death of employee all unused sick leave days will be paid at one half of the prevailing rate to the employee's beneficiary. An employee convicted of a felony shall forfeit all unused sick leave pay. An employee terminated for just cause shall receive one-fourth (1/4) of their unused sick leave pay.

(c) All employees on sick leave shall be required to inform the Sheriff prior to their regularly scheduled shift, that they will not be reporting for work and state the reason for not reporting. Employees may be required to provide a doctor's slip if absent for more than two (2) days.

(d) Sick leave shall only be used for illness or injury. If a pattern is being set on using sick leave before or after days off the Sheriff may require a sick slip. If the Sheriff is monitoring an employee's sick usage because of a possible pattern being set he shall notify the employee in writing prior to the monitoring.

(e) Sick leave is to be allowed for spouse or child and mother and father provided they reside with the employee.

(f) For purposes of calculating earned sick leave for portion of a month worked due to the starting or terminating employment after the first of the month, an employee shall earn one-half (1/2) sick day if he works more than 15 days in a month and 0 sick days for working 15 days or less.

ARTICLE 36. HOLIDAY PROVISIONS

The paid holidays are designated as:

New Year's Day	Thanksgiving Day
Easter Sunday	Christmas Day
Memorial Day	Christmas Eve Day
Independence Day	Good Friday
Labor Day	Veterans' Day
Employees Birthday	Martin Luther King Day

Employees will be paid their current rate based on their regular scheduled work day for said holidays. It is expressly understood that the holiday provision shall apply for the three shifts beginning on the first shift and continuing through the third shift. If the employees Birthday falls on another paid holiday, the employee shall take the following day as his/her paid birthday holiday.

Employees must work the last schedule shift before and the first shift schedule after a holiday in order to qualify for holiday pay, except if the employee is on an excused absence. An employee on leave of absence or layoff shall not be paid for a holiday which occurs while the employee is on such leave or layoff.

ARTICLE 37. VACATION ELIGIBILITY

An employee will be entitled to vacation with pay in accordance with the following schedule:

After one (1) year employment Which will accrue at the rate of 1.6 hr per pay period	Five (5) working days
After two (2) years employment Which will accrue at the rate of 3.10 hrs per pay period	Ten (10) working days
After five (5) years employment Which will accrue at the rate of 4.6 hrs per pay period	Fifteen (15) working days
After Ten (10) years employment Which will accrue at the rate of 6.2 hrs per pay period	Twenty (20) working days
After fifteen (15) years employment Which will accrue at the rate of 7.08 hrs per pay period	Twenty-three (23) working days
After Twenty (20) years employment Which will accrue at the rate of 7.7 hrs per pay period	Twenty-five (25) working days

The parties understand that employment means that an employee is being paid a wage or salary.

ARTICLE 39. PAY VACATION-DIRECT DEPOSIT

(a) If a regular payday falls during an employee's vacation, he may have that check direct deposited in his checking account or mailed to a designated address if he so requests at the County Clerk's office.

(b) If an employee is laid off or retired, or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year on a prorated basis.

(c) Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 40. PERSONAL LEAVE DAY

Five (5) personal leave days per year shall be allowed for each employee. These days are to be non-accumulative and shall be deducted from sick leave. Employees shall give a 24-hour notice. Granting of these days is at the discretion of the Sheriff and will not be unreasonable withheld.

ARTICLE 41. HOSPITALIZATION, MEDICAL COVERAGE

(a) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, the plan to be Blue Cross-Blue Shield Plan MVP-1, with Master Medical, or equivalent. This coverage shall be applied to all employees covered by the terms of this Agreement.

(b) The Employer agrees to pay the full premium for the employee and his/her family during the employee's absence as the result of an injury, illness, or maternity, so long as sick leave benefits continue.

(c) The Employer agrees to pay the full premium for hospitalization medical coverage for employee and his/her family while the employee is laid off for a period of up to three (3) months.

(d) Family coverage shall apply only to an employee and spouse and children under nineteen (19). If an employee's child over age nineteen (19) remains eligible for coverage, but at a higher cost, the employee may elect to continue the coverage for the older child at the employee's own costs.

(e) No coverage shall be provided to any employee beyond the end of the month of his/her termination of employment with the employer, except as provided in paragraph C of Cobra.

(b) Sub-contracting or consolidation of departments, incoming personnel will start at the bottom of the seniority list.

ARTICLE 46. CONSOLIDATION OR ELIMINATION OF JOBS

The Employer agrees that any consolidation of jobs shall not be effected without a special conference. The county Board of Commissioners shall have the right to set the number of jobs as part of its budgetary responsibility, subject to the limitations on layoffs as set forth in Article 18. The direction of the working force shall be the prerogative of the Sheriff and Undersheriff, including the right to plan the work, direct and control operations, and schedule hours, unless modified by the terms of this Agreement.

ARTICLE 47. WORK PERFORMED BY SUPERVISORS

Non-bargaining unit members except the Sheriff and Undersheriff shall not be permitted to perform work within the bargaining unit except in case of emergency which calls for the immediate attention and instruction or training of employees, including demonstrating the proper method to accomplish the task assigned. The Sheriff or Undersheriff may perform any work performed by a law enforcement officer as long as it does not reduce the existing Sheriff's force, or reduce the hours thereof. It is further agreed that if conditions change, the matter would be a subject for negotiation.

ARTICLE 48. STRIKES AND LOCKOUT

The employer agrees that for the duration of this Agreement there shall be no lockouts. The employees covered by this contract agree that for the duration of this Agreement there shall be no strikes, sympathy strikes, sitdowns, slow down, or stoppages of work which would interfere with the operations of the employers.

ARTICLE 49. NOTICE OF TERMINATION

Employees shall be required to give a seven (7) day written notice of termination to the Sheriff. Employees failing to give such notice shall forfeit their unused sick leave pay.

Each employee covered by this Agreement who shall have been employed for at least one (1) year shall receive an annual longevity payment, due and payable to the employee on the first pay day in December of each year on a separate check. Longevity pay shall be computed by the years of service as of December 1 times the percent of annual wage (See above table) based upon 2080 hours. Rate of annual wage shall be the rate of pay as of December 1 x 2080. There shall be no pro-ration of this benefit, except in cases of employee layoffs by Employer.

Rate of pay as of December 1 x 2080 x % based on years of service = longevity payment.

ARTICLE 54. UNIFORM OR UNIFORM ALLOWANCE

Road Deputies will be furnished three (3) complete uniforms at the beginning of employment, to consist of three (3) pairs of pants, three (3) shirts & ties, together with one (1) hat, (1) jacket, and one (1) set of basic leather, it being understood that "basket weave" leather shall be considered as basic leather at County Expense. These items of uniform shall be returned to the County at termination of an employee's services. The Employer shall also provide reasonable replacement for any such equipment when worn out, and shall repair or replace any such equipment, together with eyeglasses, damaged or lost in the line of duty. Replacement of eyeglasses shall not however include any cost of further eye examination. The employer shall also provide for the replacement or repair of other personal property lost or damaged in the line of duty, provided it was necessary in the performance of your duty, with a maximum payment of \$100.00.

A maintenance allowance for uniform and equipment shall be allowed to each employee required to wear a uniform in the amount of \$300.00 per year. This shall be payable \$150.00 on or before the first pay period of December and \$150.00 on or before the first pay period of June each year.

The employer and the employee shall split the cost of one utility uniform.

If at any time Desk Deputies are required to be in uniform, the subject of uniform allowance shall be a proper subject for further negotiations between the Employer & the Union.

If an employee is required to qualify with a firearm, the employer agrees to provide ammunition for such qualification. Flashlight batteries shall be furnished as needed. The employee must turn in his/her old batteries in order to receive the new ones. The employer agrees to reimburse each employee sixty dollars for his ammunition needs for the year. It is understood the ammunition covered is that used for departmental purposes. Receipts are required for reimbursement.

ARTICLE 59. SNOW DAYS

At the discretion of the Sheriff all employees covered by this agreement shall be allowed two (2) snow days and also ten (10) hours for short shifts per contract year.

ARTICLE 60. TERMINATION AND MODIFICATION

This Agreement shall be effective on January 1, 1993, and shall continue in full force and effect until December 31, 1994.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, given written notification of same.

(b) If neither party shall give such notice this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days' written notice of termination.

(d) Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.

(e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed if to the Union, to Local #1923, Council #25, AFSCME, AFL-CIO, 710 Chippewa Square, Marquette, MI 49855; and if to the Employer, addressed to Ontonagon County Board of Commissioners, Courthouse, Ontonagon, Michigan 49953; or to any such address as the Union or Employer may make available to each other.

ARTICLE 61. TOTAL AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supercede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties, after the exercise of the right and opportunity are set forth in this Agreement.

LETTER OF AGREEMENT

In consideration of the withdrawal by Michigan Council #25, AFSCME, of any and all grievances and unfair labor practice charges filed to protest the undersigned employer's unilateral adoption of the Blue Cross/Blue Shield PREVENT Program, the undersigned employer hereby promises and agrees that it will substitute the Blue Cross/Blue Shield PREDETERMINATION Program in the place and stead of the PREVENT Program for the balance of the duration of the current collective bargaining agreement entered into by and between the undersigned parties, during which the employer, with respect to all employees covered by said collective bargaining agreement, will pay and hold such employees harmless from liability for any medical or hospital expense for which coverage is denied by Blue Cross/Blue Shield under its PREDETERMINATION Program if such denial occurs solely by operation of the Predetermination Program and not on the basis of any standard, rule or requirement of the hospital and medical insurance program covering employees prior to the employer's adoption of the PREVENT and/or PREDETERMINATION Program. Upon the expiration of the current collective bargaining agreement between the undersigned parties, the employer will restore the medical and hospital insurance coverage in effect prior to its adoption of the PREVENT and/or PREDETERMINATION Program unless the parties have negotiated other coverage.

Date this 1 day of March, 1988.

FOR THE UNION:

FOR THE EMPLOYER:

Thomas J. Moore
Robert C. DiIppa
Robert J. Raffaeli

Frank...
John R. B...
Thomas J. Morrison 3/1/88

LETTER OF UNDERSTANDING

RE: HEALTH CARE INSURANCE

Whereas, the 1991 sheriff's department contract provides for eliminates of the \$2.00 co-payment on prescriptions, and provides prescription coverage under its Master Medical Plan, and

Whereas, both Union and Management desire to set up a system whereby sheriff's department employees can receive their prescription coverage without large out of pocket expenditures,

NOW THEREFORE it is agreed that Ontonagon County shall establish at each pharmacy within the county a charge system, on such terms, that are agreeable with each pharmacy, that would allow sheriff department employees to receive their prescriptions at no more than 10% of the face cost of the prescription.

Should an individual employee fail to provide reimbursement of the Master Medical check for prescription which have been advanced to retailers or guaranteed to county pharmacy such employee shall become immediately ineligible to continue under this program option unless he/she shall execute a Waiver of Assignment in favor of the County for the amounts payed or guaranteed by the county.

FURTHER the Union agrees that all employees, who take advantage of this program, shall execute all documents necessary to insure that reimbursement from Master Medical will be received by the county on behalf of the employee.

Date: September 5, 1991

FOR THE UNION:
LOCAL #1923, AFSCME, AFL-CIO

Thomas Conine

Thomas Conine

Robert J. Raffalli

FOR THE EMPLOYER:
ONTONAGON COUNTY BOARD OF COMMISSIONERS

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

LETTER OF AGREEMENT
REIMBURSEMENT PRESCRIPTION DRUGS

Effective January 1, 1992 the County of Ontonagon shall pay ninety percent (90%) of each prescription drug for each employee who must pay the deductible. If the deductible has not been met, the employee will reimburse the County for the deductible amount.

FOR THE UNION:

[Signature]
Thomas Cousineau
Ralph Hill

FOR THE EMPLOYER:

[Signature]
Diana J. Killoran
[Signature]
[Signature]

December 27, 1985

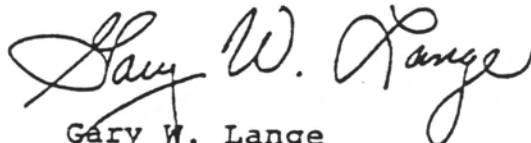
Mr. Robert J. Raffaelli
4th Street
South Range, MI 49963

Page 2

It is my recommendation that sixty (60) days be allowed for this purpose, as discussed in negotiations.

If these clarifications meet with your approval, or if your understanding of these Sections does not concur with mine, please communicate with me.

Very truly yours,


Gary W. Lange

GWL/kap

coverage in effect prior to its adoption of the PREVENT and/or
PREDETERMINATION Program unless the parties have negotiated
other coverage.

Robert C. Diesso

Local 1923, AFSCME, AFL-CIO

Robert J. Raffalli

Staff Representative
Michigan Council 25, AFSCME, AFL-CIO

Tom Kuo

Ontonagon County