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3/31/2000

LABOR AGREEMENT

SCHOOLCRAFT COUNTY BOARD OF COMMISSIONERS

and

POLICE OFFICERS LABOR COUNCIL

SCHOOLCRAFT COUNTY SHERIFF'S DEPARTMENT EMPLOYEES

Schoolcraft County

Effective Date: April 1, 1997
Termination Date: March 31, 2000

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Police Officers Labor Council
AGREEMENT

This Agreement entered into this First day of April, 1997, between the Schoolcraft County Board of Commissioners (hereinafter referred to as the "EMPLOYER") and the Police Officers Labor Council (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 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 employees.

ARTICLE 1. RECOGNITION. Employees Covered:

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the EMPLOYER does hereby recognize the UNION as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the EMPLOYER included in the bargaining unit described below, but excluding supervisors, students and government program workers hereinafter defined:

All full-time Deputy Sheriffs and Cook/Matrons of the Schoolcraft County Sheriff's Department excluding the Sheriff, the Undersheriff, the Sheriff's Wife, the Sheriff's Son and all other County Employees.

ARTICLE 2. UNION SECURITY. Agency Shop:

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the UNION at the time shall be required, as a condition of continued employment, to continue membership in the UNION or pay service fee to the UNION equal to dues uniformly charged for membership for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the UNION at the time it becomes effective shall be required, as a condition of continued employment to become members of the UNION or pay a service fee equal to dues required for membership, commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration 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 required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

ARTICLE 3. DUES CHECK OFF.

(a) The EMPLOYER agrees to deduct from the wages of any employee who is a member of the UNION or paying UNION "service fee" all UNION membership dues or "service fee equivalents" uniformly required, if any, as provided in a written authorization in accordance with the form herein provided. The written authorization form shall be executed by the employee and shall remain in full force and effect during the period of this Agreement, and may be revoked only by written notice given during the thirty (30) day period immediately prior to the expiration of this Agreement. Notice of termination must be given by the employee to the EMPLOYER and the UNION.

(b) Dues and service fee equivalents will be authorized, levied and certified in accordance with the Constitution and By-Laws of the UNION. Each employee and the UNION hereby authorize the EMPLOYER to rely upon the honor certifications by the Director of the Labor Council, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of dues or service fee equivalents.

(c) The EMPLOYER shall provide this service without charge to the UNION. The UNION agrees to indemnify and save harmless the EMPLOYER for any and all deductions made pursuant to the terms and provisions of this Agreement.

ARTICLE 4. REPRESENTATION FEE CHECK OFF.

(a) The EMPLOYER agrees to deduct from the wages of any employee, who is not a member of the UNION, the UNION representation fee, as provided in a written authorization in accordance with the standard form used by the EMPLOYER herein (see sub-paragraph d), provided that the said form shall be executed by the employee. The written authorization for "representation fee" 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 notice must be given both to the EMPLOYER and the UNION.

(b) The amount of such representation fee or service fee equivalent will be determined as set forth in Article 3 of this Agreement.

(c) The EMPLOYER shall provide this service without charge to the UNION. The UNION agrees to indemnify and save harmless the EMPLOYER from any and all deductions made pursuant to the terms and provisions of this Agreement.

(d) See attached authorization form.

ARTICLE 5. REMITTANCE OF DUES AND FEES.

(a) When Deductions Begin. Checkoff deductions under all properly executed authorizations for checkoff shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(b) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the Director of the Labor Council with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

(c) The EMPLOYER shall also indicate the amount deducted and notify the UNION of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

ARTICLE 6. UNION REPRESENTATION.

It is mutually recognized that the principal of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

ARTICLE 7. STEWARDS AND ALTERNATE STEWARDS.

- (a) The UNION shall be allowed to name one steward and one alternate steward to represent the employees. Said alternate steward will function and be paid, only in the absence of the regularly appointed steward.
- (b) The steward, during his/her working hours, without loss of time of pay, shall investigate and present grievances to the EMPLOYER. Stewards shall first gain supervisory approval which will be given as soon as possible.
- (c) In the event the steward is changed at any time, the UNION shall notify the County Personnel Committee Chairman in writing.

ARTICLE 8. SPECIAL CONFERENCES.

- (a) Special conferences for important matters will be arranged between the Steward and the EMPLOYER or its designated representative upon the request of either party. Such meetings shall be between at least two representatives of the UNION and two representatives of management for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at a mutually convenient time. The members of the UNION shall not lose time or pay for time spend in such special conferences. This meeting may be attended by a representative of the UNION Council.
- (b) The UNION representative may meet at a place designated by the EMPLOYER on the EMPLOYER'S property for not more than one half (.5) hour immediately preceding the conference with the representatives of the Employee for which a written request has been made.
- (c) The EMPLOYER shall arrange, on the first day of employment, a thirty (30) minute interview period between the steward and the new employee for the purpose of welcoming the new employee, furnishing him/her with a copy of the Agreement, authorizations cards, explaining the structure of the organization and providing any other pertinent information.

ARTICLE 9. GRIEVANCE PROCEDURE. Time of Answers:

- A. The EMPLOYER will answer in writing any grievance presented to it in writing by the UNION. The grievance must specify:
 - a. who is affected
 - b. what happened
 - c. when did it happen
 - d. where did it happen
 - e. nature of the grievance
 - f. what adjustment is requested
- B. The grievance must be presented in writing by the steward to the immediate supervisor within five (5) working days of its occurrence or within five (5) days when the grievant should reasonably have become aware of such occurrence. The grievance shall consist of one original document upon which or attached to which all responses and action by the EMPLOYER and the UNION shall be

written; each such response shall be signed and dated in ink by the respective representative of the EMPLOYER and UNION; in all cases the specified UNION representative or EMPLOYER representative below may in his or her absence, or when unavailable, name a designee to act in his or her stead, with respect to delivery or receipt of the grievance or answers.

Any employee having a grievance in connection with his/her employment shall present it to the EMPLOYER as follows:

STEP ONE. (a) If an employee feels he/she has a grievance, he/she may discuss the grievance with his/her immediate supervisor with or without the steward present.

(b) If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form by the steward to the Sheriff in person, and such grievance shall be signed and dated by the Sheriff at the time of receipt.

(c) The Sheriff shall answer the grievance in writing within five (5) working days, and shall sign and date such answer, and submit the written answer on or attached to the original grievance in person to the steward. The steward shall sign and date the original grievance/answer upon receipt from the Sheriff.

STEP TWO. If the grievance has not been settled, it shall be presented in writing by the steward to the chairperson of the personnel committee in person within fifteen (15) working days after the Sheriff's response is due. The chairperson of the personnel committee shall sign and date the original grievance/answer upon receipt from the steward. The chairperson of the personnel committee shall respond to the steward in writing within seven (7) working days. The chairperson's response shall be in writing on or attached to the original grievance/answer and shall be signed and dated by the chairperson and then delivered in person to the steward within seven (7) working days of receipt by the chairperson of the personnel committee. The steward shall sign and date the original grievance/answer upon receipt from the chairperson of the personnel committee.

STEP THREE. If the grievance remains unsettled, a meeting between the UNION and the Board of Commissioners shall be held within fifteen (15) working days after receipt of the chairperson of the personnel committee's Step 2 response by the steward. The Board shall have the grievance presented at least five (5) working days prior to the meeting. The County Board of Commissioners shall respond, in writing, to the UNION within thirty (30) working days after this meeting. The written response shall be submitted on or attached to the original grievance, and shall be delivered by a representative of the County Board and submitted personally to the steward. The steward shall sign and date the original grievance/answer upon receipt.

STEP FOUR. (a) In the event that the UNION wishes to carry the matter further, it shall, within fifteen (15) working days from the date of the receipt of the EMPLOYER'S last answer by the steward at Step Three, request a list of arbitrators from the Michigan Employment Commission, in accordance with their rules and procedures.

(b) There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the UNION and its members, the employee or employees involved and the EMPLOYER. The arbitrator shall make his judgement based on the express terms of this Agreement, and shall have not authority to add to, nor subtract from, any of the terms of this Agreement. Expenses for the arbitrator shall be shared equally between the EMPLOYER and the UNION.

(c) Any grievance not answered within the time limits by the

EMPLOYER shall be deemed settled on the basis of the UNION'S original demand.

(d) Any grievance not appealed by the UNION within the time limits shall be deemed settled on the basis of management's last answer.

(e) A grievance may be withdrawn without prejudice. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

(f) Working days shall be defined as Monday through Friday, excluding Saturday, Sunday and Holidays.

ARTICLE 10. PAYMENT OF BACK PAY CLAIMS.

If the EMPLOYER fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) day of the time the EMPLOYER first failed to give him such work, the EMPLOYER will reimburse him for the earnings he lost through failure to give him such work.

ARTICLE 11. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any earnings from other employment, or from unemployment compensation or other source relating to his position.

ARTICLE 12. DISCHARGE AND DISCIPLINE.

(a) Notice of discharge or discipline. The Sheriff agrees promptly upon the discharge or discipline of an employee to notify, in writing, the UNION Steward of the discharge or discipline.

(b) The discharge or disciplined employee will be allowed to discuss his discharge or discipline with the steward, and the Sheriff will make available a room where he may do so before he is required to leave the property of the EMPLOYER. Upon request, the Sheriff or his designated representative will discuss the discharge or discipline with the employee and the steward.

(c) Appeal of discharge or discipline. Should the discharged or disciplined employee or the steward consider the discharge to be improper, a grievance shall be presented, in writing, through the steward at the second step of the grievance procedure to the EMPLOYER within two (2) regularly scheduled working days of the discharge or discipline. The EMPLOYER will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the grievance. If the decision is not satisfactory to the UNION, the matter shall be referred through the remaining steps of the grievance procedure.

(d) Use of Past Record. In imposing any discipline on a current charge, the EMPLOYER will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his employment application after a period of five (5) years from his/her date of hire.

ARTICLE 13. SENIORITY. Probationary Employees:

(a) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) days of their employment. The ninety (90) days probationary period shall be accumulated within not more than one hundred eighty (180) calendar days. When an employee

finishes the probationary period by accumulating ninety (90) days of employment within not more than one hundred eighty (180) calendar days, his seniority shall date back to his first date of hire with the EMPLOYER. There shall be no seniority among probationary employees.

(b) The UNION shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section One of this Agreement, except discharge or disciplined employees for other than UNION activity.

(c) Seniority shall be on a bargaining unit-wide basis in accordance with the employee's last date of hire.

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 names and job titles of all employees of the unit entitled to seniority.

(c) The EMPLOYER will keep the seniority list up-to-date at all times and will provide the UNION membership with up-to-date copies every six (6) months.

ARTICLE 15. LOSS OF SENIORITY.

An employee shall lose his seniority for the following reasons only:

(a) He quits.

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

(c) He is absent for three (3) consecutive working days without notifying the EMPLOYER. 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 may be referred to the grievance procedure.

(d) If he/she does not return to work when recalled from layoff as set forth in the recall procedure.

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

ARTICLE 16. SHIFT PREFERENCE.

The Sheriff's scheduling of hours of work by shift, i.e., day shift, afternoon shift, night shift, shall be based upon seniority of the employee and his/her preference as to which shift that employee will work.

ARTICLE 17. SENIORITY OF STEWARDS.

Notwithstanding their position on the seniority list, stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job which they can perform and shall be recalled to work in the event of a layoff, on the first open job which they can perform.

ARTICLE 18. SUPPLEMENTAL AGREEMENTS.

All proposed supplemental agreements shall be subject to good faith negotiations between the EMPLOYER and the UNION. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 19. LAYOFF DEFINED.

- (a) The word, "layoff", means a reduction in the working force.
- (b) If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary employees will be laid off first. Seniority employees will be laid off according to seniority as defined in Article 13 (c) and Article 17. In proper cases exceptions may be made. Disposition of these cases will be a proper matter for special conference and if not resolved it shall then be subject to the final step of the grievance procedure (arbitration).
- (c) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The steward shall receive a list from the EMPLOYER of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE 20. RECALL PROCEDURE.

- (a) When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Article 13 (c) and Article 17. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he/she shall be considered quit.
- (b) Hiring authority has no obligation to rehire a laid off employee once he/she has been laid off for a period of two (2) years or the length of his/her seniority, whichever is lesser.

ARTICLE 21. PROMOTIONS AND TRANSFERS.

Promotions and transfers within the bargaining unit shall be made on the basis of the senior, most qualified and not necessarily seniority. The qualifications shall be:

- (a) Capable to perform the duties of the particular position.
- (b) Must be certified to hold that position. Job vacancies or newly created positions will be posted on all bulletin boards for a period of seven (7) calendar days, setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested may apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements may be granted a four (4) week trial period to determine (1) his/her desire to remain on the job and (2) his/her ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to the employee and the employee's steward; in the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

During the four (4) week trial period, the employee shall have the opportunity to revert back to his/her former classification, notice and reasons shall be submitted to the steward in writing by the department head with a copy to the employee. The matter may then become a proper subject for Step 2 of the grievance procedure.

During the trial period, employees will receive the pay rates of that job.

ARTICLE 22. VETERANS. Reinstatement of:

The re-employment of employees and probationary employees who are veterans will be in accordance with all applicable laws and regulations.

ARTICLE 23. EDUCATIONAL LEAVE 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 for a period not to exceed the period equal to their seniority in order to attend school full time under applicable Federal Laws in effect on the date of this Agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay if the reserve pay is smaller than the EMPLOYER's pay. This shall take effect when they are on full time active duty in the Reserve or National Guard, provided proof of service is submitted, and the maximum shall be two (2) weeks per year.

ARTICLE 24. LEAVE OF ABSENCE.

(a) Leaves of absence without pay and fringe benefits for periods not to exceed the time limits listed below will be granted, in writing, without loss of seniority for:

1. Serving in any elected or appointed position, public or UNION, for four (4) years.
2. Maternity leave for six (6) months. (See sub-paragraph 8 of Article 33)
3. Illness leave with proof, in writing from an attending physician for two (2) years. (mental or physical)
4. Prolonged illness in immediate family, with proof, in writing from an attending physician for one (1) year (if someone must be in attendance).
5. Educational leave related to county employment for one (1) year. Such leave may be extended for a like period.

(b) Employees shall accrue seniority while on leaves of absence granted by the provisions of this Agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to a position which his/her seniority entitles him/her.

(c) Not more than one (1) member of the UNION elected to attend a function of the UNION, such as conventions and educational conferences, shall be allowed time off to attend such conferences and/or conventions. One (1) officer a total of four (4) days per year, non-accumulative.

ARTICLE 25. UNION BULLETIN BOARDS.

The EMPLOYER will provide a large bulletin board in the locker room of the Sheriff's Department which may be used, exclusively, by the UNION for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.
5. Notices of vacancies.

ARTICLE 26. RATES FOR NEW JOBS.

When a new job is placed in a unit and cannot be properly placed in an existing classification, the EMPLOYER will notify the UNION prior to establishing a classification and rate structure. In the event the UNION does not agree that the description and rate are proper, it shall be subject to negotiation.

ARTICLE 27. TEMPORARY ASSIGNMENTS.

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classifications for all hours worked while filling such vacancy.

ARTICLE 28. SAFETY COMMITTEE.

A safety committee of one employee and one EMPLOYER representative is hereby established. This committee will include the steward and shall meet as necessary during regular daytime working hours, for the purpose of making recommendations to the EMPLOYER.

ARTICLE 29. EQUALIZATION OF OVERTIME HOURS.

A. Overtime is time and one-half as provided in Article 35 of this contract.

B. Open Shift exists when, due to sickness, vacation, personal leave day, or curt time, a gap in personnel coverage occurs in the regular work schedule in the jail operations or road patrol.

C. No employee shall have the right to fill an open shift unless approved by the Sheriff. The Sheriff in his discretion may with the agreement of an employee from within the bargaining unit, in the same classification, fill an open shift with that employee so as not to require payment of overtime if possible. If the open shift cannot be filled without creating an overtime situation, then the open shift shall be filled as otherwise specified in this Article 29, and Article 20 - Call Out Procedure. An employee absent due to being sick is not considered available for overtime.

D. No supervisor shall be restricted in the performance of work which falls within the scope of their job description, provided however that no supervisor who is excluded from the bargaining unit shall be used to fill in on open shifts which are normally filled by bargaining unit members. It is recognized that the present Undersheriff is scheduled on a regular two shift per week basis and this shall be continued, and provided further, when an open shift occurs during the day shift (8:00 A.M. to 4:00 P.M.), which cannot be filled by an employee without creating an overtime situation, the Sheriff, in his discretion, may work all or a part of such open shift.

E. Overtime shall be divided as equally as possible among employees in the same classifications in their department. An up-to-date list showing overtime hours will be posted as needed in a prominent place in each building.

F. Whenever overtime is required, the person with the least number of overtime hours in that classification within their department will be called first and so on down the list in an attempt to equalize overtime hours.

G. For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees worked during that overtime period.

H. Overtime hours will be computed from January 1 through December 31 of each year. Excess overtime will be carried over each year and are subject to review at the end of each period. A report of overtime worked in each period shall be given to the UNION at the end of each such period, by the Schoolcraft County payroll department.

ARTICLE 30. WORKMEN'S COMPENSATION. ON THE JOB INJURY.

Each employee will be covered by the applicable Workmen's Compensation Laws and the EMPLOYER further agrees that an employee being eligible for Workmen's Compensation will receive, in addition to his Workmen's Compensation income, an amount to be deducted from the employee's sick leave accumulation sufficient to make up the difference between the Workmen's Compensation and his regular weekly income. Employees may also use sick leave for the waiting week before Workmen's Compensation begins.

ARTICLE 31. APPENDICES.

The following appendices are incorporated and made a part of this Agreement:

APPENDIX A	Pensions
APPENDIX B	Classifications and Rates
APPENDIX C	Continuing Benefits
APPENDIX D	Invalidity of provisions of this Agreement.
APPENDIX E	Student Help and Government Program Workers
APPENDIX F	Management Rights
APPENDIX G	Temporary Employees
APPENDIX H	Special Equipment
APPENDIX I	Dress and Appearance

ARTICLE 32. WORKING HOURS. Shifts and Hours.

(a) The work week, work day and work shifts that are presently in effect shall continue in effect for the duration of this Agreement, unless changed by mutual agreement between the parties.

(b) The regular full-time working for Schoolcraft County Sheriff's Department employees shall consist of eight (8) hours per day. A lunch break shall be included in the eight (8) hour work period; lunch break will not exceed thirty (30) minutes and there will be no more than one (1) lunch break in an eight (8) hour shift. Lunch breaks are non-accumulative.

(c) Employees may take a fifteen (15) minute coffee break in the morning and also a fifteen (15) minute coffee break in the afternoon; or in the first half and the second half of their regular shift, whichever may apply. Such breaks are not to interfere with the operation of the department, and such breaks are non-accumulative.

(d) Any employee reporting for call-out overtime duty shall be granted at least two (2) hours pay at the rate of time and one half, or compensatory time at time and one half rate, at the employee's option.

(e) Scheduled road patrols will be divided and worked as equally as possible between certified deputies.

(f) 1.) Emergency Call Out Situation exists when an unexpected event, not planned into the then existing regular work schedule, requires deployment of Sheriff Department personnel, including but not limited to drowning, a lost or missing person, escape from custody by an accused

or convicted person, natural disasters, or any other even which creates the potential imminent risk to life or property requiring immediate police action.

2.) In an emergency call out situation, an employee shall respond to call out at the request of the Sheriff unless that employee is physically unavailable.

3.) The normal call out procedure shall be abated during emergency situations.

ARTICLE 33. SICK LEAVE.

1. Amount: Sick leave will accrue at the rate of one (1) day for each calendar month the employee is in pay status and shall accumulate unlimited provided however that any days accumulated in excess of one hundred twenty (120) will be placed in an individual reserve sick leave bank to be used by the employee only after all other sick leave and vacation leave credited to that individual employee has been used. This reserve sick leave bank shall have no cash value upon termination of employment or at any other time.

2. Advance Sick Leave: Employees may be granted leave in advance of accrual but not in excess of the amount which may be earned in that calendar year, and provided that in event of termination, deduction may be made from salary due or refund requested for any advanced leave.

In cases of serious disability or ailment, and when the emergency of the situation so requires, sick leave may be advanced in excess of the amount above, by authority of the Schoolcraft County Board of Commissioners. Such advance shall be charged against sick leave subsequently accruing and in the event of termination, may be deducted from salary due or refund requested.

Advance sick leave may be granted not to exceed six (6) days irrespective of whether the employee has unused annual leave to his credit. When an employee uses sick leave in excess of the amount accrued to his credit and the circumstances do not justify an advance, the excess leave, if used, shall be charged against any unused annual leave to which the employee is entitled, or if there is no unused annual leave, the excess shall be charged as leave without pay, and such leave shall not thereafter be converted into either sick leave or annual leave subsequently accumulating.

At no time may sick leave be converted to annual leave.

3. Termination. Sick leave accrued to the credit of employees who are terminated (this does not apply to retirement; to those employees terminating employment for reason of disability or terminating employment by reason of death; see subsequent paragraph) will automatically be canceled and such sick leave will not be reinstated if employee is subsequently reappointed. No unused sick leave will have a cash value.

Any employee retiring or terminating employment for reasons of disability or terminating by reason of death shall receive fifty percent (50%) of their credited accumulated and unused sick leave at the regular hourly rate of the employee affected. (In addition, thereto, employees qualified for this benefit shall receive one (1) month's salary).

4. When Granted:

(a) Sick leave will be granted to employees when they are incapacitated for the performance of their duties by sickness or injury, or when some member of their immediate family is afflicted with either a contagious disease to which there has been exposure that might jeopardize

the health of other employees, or other serious ailment requiring the employee's immediate presence.

(b) Sick leave shall not be granted for slight illness or indisposition not incapacitating the employee for the performance of their regular duties. Sick leave, for the purpose of being treated professionally by a physician, dentist or oculist in their office shall be granted only in the event that the appointment cannot be scheduled during off duty hours. Sick leave may be granted for detention at home or in a hospital by illness or disability due to causes as to which a physician, dentist or oculist is qualified to certify, or other licensed practitioners of healing arts approved by the State. The Sheriff will be responsible for the sincere and effective execution of the annual and sick leave policies and should be consulted when a question arises as to interpretation or application.

(c) When the EMPLOYER suspects that a questionable pattern of sick leave requests exists, he may call a meeting with the Union Committee to discuss it. If it is agreed that a pattern does exist, the Employee will be so advised. If the pattern continues after this advisement, the Employee will not be granted sick leave pay for those days unless it can be verified that the Employee was under a physician's care on those days. An Employee who is on sick leave must notify the EMPLOYER if he leaves his home during that time and for what reason.

(d) Adequate personnel and service records will be maintained for every employee in order that employment experience date may be always available.

(e) Any contemplated absence should have the advance approval of the Sheriff; and be presented in writing, and emergency absences should be reported by the phone or in person to the Sheriff at the earliest possible time.

5. Holidays: Days off and holidays are non-work days observed by the EMPLOYER and will not be charged as sick leave.

6. Minimum Charge: The minimum charge for sick leave will be one half (.5) day or four (4) hours.

7. Personal Day: Employees shall be allowed two (2) days per year as a personal leave day, not deducted from any time banks. Further, all employees requesting such personal leave days shall make application to the Sheriff, a minimum of seventy-two (72) hours in advance.

8. Maternity Leave: Maternity leave will be complied with in accordance to Federal and State Statute.

ARTICLE 34. FUNERAL LEAVE.

Any employee will be granted three (3) days funeral leave when a death occurs in the immediate family. The following are to be considered the immediate family:

Husband	Wife
Father	Mother
Son	Daughter
Father-In-Law	Mother-In-Law
Son-In-Law	Daughter-In-Law
Brother	Sister
Brother-In-Law	Sister-In-Law
Stepson	Stepdaughter

Step-Father	Step-Mother
Grandfather	Grandmother
Grandson	Granddaughter

Two (2) additional days of funeral leave will be granted to an employee who has primary responsibility of settling the affairs for the estate of the deceased. This will apply only in the cases where the death is one of the following: wife, daughter, father, father-in-law, mother, son, mother-in-law, brother, sister and husband.

ARTICLE 35. TIME AND ONE-HALF.

- (a) Time and one-half or compensatory time will be paid as follows:
 - (i) for all hours worked over eight (8) in one day, and
 - (ii) for all hours worked over forty (40) in a week.
- (b) Double time shall be paid, in addition to holiday pay, for all hours worked on holidays that are established by this Agreement.
- (c) There shall be no pyramiding of the premium pay provisions of this Article. *****Pursuant to 1998 Arbitration award*
- (d) In lieu of the above, employees may, at their option, take compensatory time off at a rate equal in hours to time and one-half at a mutually agreeable time, providing such provision conforms to State and Federal Laws. *****Pursuant to 1998 Arbitration award*

ARTICLE 36. NIGHT PREMIUM.

- (a) An employee who works on a shift on which at least half of the regular hours occur after 3:00 P.M., but before 11:00 P.M. shall be paid an afternoon shift premium of fifteen cents (.15) per hour for the entire shift.
- (b) An employee who works on a shift on which at least half of the regular hours occur after 11:00 P.M., but before 7:00 A.M. shall be paid a midnight shift premium of twenty-five cents (.25) per hour for the entire shift.

ARTICLE 37. HOLIDAY PROVISIONS

The following are regularly scheduled paid holidays:

New Year's Eve	December 31
New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Eve	December 24
Christmas Day	December 25
Employee's Birthday	

Holiday pay shall be paid in one lump sum for all holidays, on the first payday in December of each year, unless otherwise authorized by the Sheriff.

Only minimum personnel will be on duty at the jail on all of the above holidays. No road patrols will be scheduled except Memorial Day, Independence Day and Labor Day.

ARTICLE 38. VACATION ELIGIBILITY

An employee, to be eligible for a vacation in any calendar year, must:

- (a) Have one (1) year or more of continuous service.
- (b) He shall have worked at least one hundred ninety (190) days during the twelve (12) month period preceding the anniversary date of his employment.
- (c) No advance vacation leave.

An employee will earn credits for pay in accordance with the following schedule:

1 year of service	5 days vacation (40 hours)
2 through 4 years	10 days vacation (80 hours)
5 through 9 years	15 days vacation (120 hours)
10 through 14 years	20 days vacation (160 hours)
15 years and over	25 days vacation (200 hours)

ARTICLE 39. VACATION PERIOD.

1. Vacation will be granted on a seniority preference basis.
 - (a) Vacations will be granted as such times during the year as are suitable, considering both the wishes of the employees and efficient operation of the department.
 - (b) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more days, providing such scheduling does not interfere with the operations of the department.
 - (c) When a holiday is observed by the EMPLOYER during a scheduled vacation, the vacation will be extended one (1) day, continuous with the vacation, or it may be taken at a later date.
 - (d) A vacation may not be waived by an employee and extra pay received for work during that period without approval of the Sheriff.
 - (e) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.
 - (f) Any remaining vacation of a deceased employee will be paid to his/her estate.

ARTICLE 40. PAY ADVANCE.

- (a) If a regular payday falls during an employee's vacation and he/she desires to receive that check in advance of going on vacation, he/she must make a request for his/her check three (3) weeks before leaving.
- (b) If an employee is laid off or retired, or serves his/her employment, he/she will receive any unused vacation credit.
- (c) Rate during vacation: Employees will be paid their current day rate and will receive credit for

any benefits provided for in this Agreement.

ARTICLE 41. HOSPITALIZATION, MEDICAL AND LIFE INSURANCE COVERAGE.

(a) The EMPLOYER agrees to pay the full premium for Life Insurance in the amount of Ten Thousand Dollars (\$10,000.00) and, hospitalization, medical insurance and dental and optical insurance for each employee as currently covered, or a plan of equal cash value. *****Pursuant to 1998 Arbitration award*

Employees who do not elect to receive the hospitalization and medical coverage shall be allowed, at the option of the employee, to receive additional life insurance or disability coverage, or a combination of both, in an amount to the EMPLOYER not to exceed eighteen dollars (\$18.00) per month.

(b) Effective on January 1, 1992, the EMPLOYER agrees to pay ninety-five percent (95%) of the entire cost of full family coverage for Hospitalization, medical and dental insurance, and the Employee agrees to pay five percent (5%) of such costs.

(c) Eligible regular full-time employees who do not elect to receive the hospitalization, medical and dental coverage, nor to elect to receive the additional life insurance coverage, or a combination of both in accordance with the insurance agreement with the carriers, may receive, upon written request, an annual amount not to exceed One Thousand Dollars (\$1,000.00) in lieu of the hospitalization, medical and dental coverage, or the additional life insurance coverage.

ARTICLE 42. COMPUTATION OF BENEFITS.

All hours paid to any employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement, including any payments from Workmen's Compensation.

ARTICLE 43. LONGEVITY.

The Longevity schedule is as follows:

<u>AFTER YEARS OF SERVICE</u>	<u>AMOUNT</u>
05 - 10	\$175.00
11 - 15	\$225.00
16 - 20	\$275.00
21 - thereafter	(maximum) \$325.00

Longevity pay shall be received by employees at the payday closest to December first in each year.

ARTICLE 44. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until midnight March 31st, 1997.

(a) If either party desires to amend and/or terminate this Agreement, it shall, one hundred twenty (120) days prior to the above termination date, give 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 of termination by either party, on one hundred twenty (120) days written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has not 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 a 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 should be sufficient if sent by certified mail, addressed, if to the Police Officers Labor Council, 6735 Telegraph Road, Suite 395, Birmingham, Michigan 48010; and if the EMPLOYER, addressed to Chairman, Personnel Committee, Schoolcraft County Courthouse, 300 Walnut Street, Manistique, Michigan 49854, or to any such address and the UNION or the EMPLOYER may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

*FOR THE MICHIGAN FRATERNAL
ORDER OF POLICE LABOR COUNCIL*

*FOR THE EMPLOYER:
THE COUNTY OF SCHOOLCRAFT*

Date Signature

Date Signature

Date Signature

Date Signature

Date Field Representative

Date SHERIFF

APPENDIX A

PENSIONS

Effective April 1, 1999, the Pension Provisions of Municipal Employees Retirement System Plan

B-4

FAC-3

F50/25 Waiver

E-2 Rider

V-10

shall be in effect for Employees covered by this Agreement. The EMPLOYER will pay one hundred percent (100%) of the pension contributions. *****Pursuant to 1998 Arbitration award*

APPENDIX B

CLASSIFICATION AND RATES

	Effective	1st <u>Year</u>	2nd <u>Year</u>	3rd <u>Year</u>	4th <u>Year</u>
*Certified					
Deputy	01/01/89**	8.69	8.89	9.09	9.29
	01/01/90	8.69	8.89	9.09	9.29
	01/01/91	9.04	9.24	9.44	9.64
	01/01/93***	9.29	9.49	9.69	9.89
	04/01/94***	9.64	9.84	10.04	10.24
	04/01/95	10.04	10.24	10.44	10.64
	04/01/96	10.44	10.64	10.84	11.04
	04/01/97	10.84	11.84	11.24	11.44
	04/01/98	11.59	11.79	11.99	12.19
	04/01/99	11.59	11.79	11.99	12.19
Non-Certified					
Deputy	01/01/89**	8.03	8.23	8.43	8.63
	01/01/90	8.03	8.23	8.43	8.63
	01/01/91	8.38	8.58	8.78	8.98
	01/01/93***	8.63	8.83	9.03	9.23
	04/01/94***	8.98	9.18	9.38	9.58
	04/01/95	9.38	9.58	9.78	9.98
	04/01/96	9.78	9.98	10.18	10.38
	04/01/97	10.18	10.38	10.58	10.78
	04/01/98	10.93	11.13	11.33	11.53
	04/01/98	10.93	11.13	11.33	11.53
Cook/Matron	01/01/89**	6.97			
	01/01/90	6.97			
	01/01/91	7.32			
	01/01/93***	7.57			
	04/01/94***	7.92			
	04/01/95	8.32			
	04/01/96	8.72			
	04/01/97	9.12			
	04/01/98	9.87			
	04/01/99	9.87			

APPENDIX B (continued)...

1. The parties agree that Deputies newly hired on or after January 1, 1984, both certified and non-certified, shall begin employment at a starting hourly wage at the first year level, as indicated in Appendix B herein. The maximum hourly rate for both certified and non-certified Deputies shall be paid not in excess of the 4th year level as indicated in Appendix B herein.

2. In addition, the parties further agree that any non-certified deputy who wishes to do so, may, subject to time limitations and scheduling, attend a police academy for the purpose of obtaining certification. Attendance at an academy shall be at the employee's expense, provided, however, that upon successful completion of the course, the employee shall be reimbursed by the EMPLOYER for such expenses. Upon certification, an employee shall automatically be elevated to the certified Deputy pay rate

3. Not more than one (1) deputy may become certified per contract year, based on seniority; and that in the event that a deputy, after becoming certified, leaves employment with Schoolcraft County within two (2) years of becoming certified, then that deputy shall reimburse the County for the costs of the training for certification..

**In addition, Road Officers, while on patrol, will receive an additional eight cents (.08) per hour.*

***1989 Wage rates based upon 1990 Arbitrator's award in the amount of thirty-eight cents (\$.38) per hour increase beginning January 1, 1989; pursuant to 1990 Arbitrator award.*

****1993 and 1994 Wage rates based upon April 26, 1994 Arbitrator's award in the amount of twenty-five cents (\$.25) per hour increase beginning January 1, 1993 and in the amount of thirty-five cents (\$.35) per hour increase beginning April 1, 1994.*

*****Pursuant to 1998 Arbitration award*

APPENDIX C

CONTINUING BENEFITS

(a) The EMPLOYER shall continue to present Blue Cross/Blue Shield coverage in effect at the signing of this Agreement for the term of this Agreement along with the Prescription Rider, Major Medical, Dental Plan #2, known as Group Policy 49239/000, Schoolcraft County Employees and Term Life Insurance policy , in the amount of ten thousand dollars (\$10,000.00).

Any other employees privileges or Benefits which were generally in effect prior to the effective date of this Agreement which were not changed by this Agreement will continue in force through the life of this Agreement unless altered by mutual consent of the EMPLOYER and the UNION.

(b) Uniforms shall be furnished by the EMPLOYER in the same number and kind as are presently furnished. Uniforms shall be replaced on an "as needed" basis, according to the contract now in effect.

** (c) It is the responsibility of the employee to maintain his uniforms in a clean condition. In order to defray the expense of such cleaning, each employee shall be paid the sum of Three Hundred and Fifty dollars (\$350.00) annually in semi-annual installments, effective January 1, 1993.

** (d) Three Hundred dollars (\$300.00) for purchase of police related equipment shall be provided by the EMPLOYER effective January 1, 1993; the conditions attached to the allowance are removed.

* (e) Commencing January 1, 1990, the EMPLOYER shall replace, at no cost to the employee, all eyeglasses or contact lenses lost, broken, or rendered unusable during the performance of duties; such damage shall be documented by written report prepared by the employee by the end of the shift in which damage or loss occurred and such report furnished to the EMPLOYER within forty-eight (48) hours of the occurrence.

* (f) Any bargaining unit employee who retires after January 1, 1990, who is eligible to receive benefits under the Michigan Municipal Employees Retirement System or the retirement system in effect at the time of such retirement, shall be paid a lump sum equivalent to ten percent (10%) of his/her final average compensation as figured for retirement benefit purposes. This sum shall be paid to the employee at the time he receives his/her last regular pay check, and shall be considered as wages, paid in the year in which retirement occurs.

(g) The retirement bonus specified in paragraph (f) above is payable only to an Employee who terminates employment and who is then immediately eligible for receipt of Michigan Employees Retirement System retirement benefits under the retirement plan in effect at the time of such termination of employment.

**** (h) The EMPLOYER shall not be required to assign more than one deputy to transport, within Schoolcraft County, prisoners charged or convicted of less than a felony offense.

* Pursuant to 1990 Arbitration award

** Pursuant to 1994 Arbitration award

**** Pursuant to 1998 Arbitration award

APPENDIX D

INVALIDITY OF PROVISIONS OF THIS AGREEMENT

To the extent that any provisions of this Agreement conflict with the provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with applicable provisions of any Statute, Law or Court Decision, State or Federal, now in effect or passed in the future.

APPENDIX E

STUDENT HELP AND GOVERNMENT PROGRAM WORKERS

STUDENT HELP:

A student is defined as a person who is attending school on a full-time basis. The Schoolcraft County Sheriff shall not employ more than three (3) such students at any one time. Such employee shall not be used to replace, displace or have adverse effect on regular employees of the Schoolcraft County Sheriff's Department.

GOVERNMENT PROGRAM WORKERS:

Government program workers are defined as employees who are employed by the Schoolcraft County Sheriff through the use of Federal Funds. Such employees shall not exceed three (3) in number at any one time, and shall not be used to displace, replace or have any adverse effect on regular employees of the Schoolcraft County Sheriff's Department. However, where the Government requires equal treatment of such employees, the above number of three (3) shall not apply and such employees will become members of the bargaining unit.

The UNION will be notified of the employment of students or government program workers in the Schoolcraft County Sheriff's Department as to their date of hire, duration of employment, classification and rate per hour.

APPENDIX F

MANAGEMENT RIGHTS

Except as otherwise specifically provided in this Agreement, the management of the Sheriff's Department and the direction of the work forces, including the right to plan, direct and control operations; to hire, promote and demote; to discipline, suspend or discharge for cause; to relieve employees from duty because of lack of work and for other legitimate reasons; to increase or decrease the hours of the work week; to introduce new or improved methods or facilities; to make and enforce reasonable rules and regulations with regard to all of the foregoing, is vested exclusively with the Schoolcraft County Commissioners and the Sheriff, provided that this right will not be exercised for the purpose of discrimination against employees because of UNION membership or activity on behalf of the UNION; provided further, that in the exercising of the above, management shall not violate any of the provisions of this Agreement.

APPENDIX G

TEMPORARY EMPLOYEES

- (1) Except as otherwise provided in this Appendix, the parties agree to the basic principle that no temporary employees shall be hired for the express purpose of avoiding the payment of overtime.
- (2) However, the parties also agree that in certain circumstances where an employee may be absent for a prolonged period of time or where it is necessary to have additional personnel to carry out the functions of the Department, temporary employees may be hired.
- (3) The parties further agree that before any such temporary employees are hired, the extra work will first be offered to the employees who are members of this bargaining unit. Such work, if performed, shall be paid at the regular hourly rate of the employee who does the work.
- (4) Notwithstanding the above paragraphs (1), (2), and (3), the EMPLOYER may, in order to facilitate proposed expansion to the Schoolcraft County Jail at reasonable cost, utilize not more than three (3) temporary part time non-bargaining unit persons to work at the jail as dispatcher-clerks for not more than twenty (20) hours per week each.

APPENDIX H

SPECIAL EQUIPMENT

1. **VESTS** - The EMPLOYER agrees to purchase two (2) body armor vests to be used by the road patrol officers. Such vests will be worn by officers who are on road patrol.
2. **AMMUNITION** - The EMPLOYER agrees to pay to each employee each month the amount equivalent to the cost of one 50 round box of ammunition. The employee agrees to reload ammunition to be used for the purpose of maintaining proficiency with a firearm.

APPENDIX I

DRESS AND APPEARANCE.

1. Uniforms will normally be worn on duty by employees covered by this Agreement.
2. Body armor vests will be worn while employees covered by this Agreement are on road patrol.
3. No beards or goatees will be permitted by uniformed officers. However, neatly trimmed mustaches will be permitted, provided that mustache growth does not extend below the corners of the mouth, not one half (.5) inch beyond the corners of the mouth, nor below the top of the upper lip.
4. The Sheriff shall prepare, maintain, and update, as he/she sees fit a required uniform/equipment list containing the items which the Sheriff requires each employee to wear or to have available in pursuit of that employee's job duties. Any work related equipment or items not listed on the uniform list shall be the employee's responsibility to purchase or maintain, and the uniform allowance shall be used for that purpose. **** Pursuant to 1998 Arbitration award