

ARTICLE 1
AGREEMENT

1.1: This Agreement is entered into and effective this ____ day of January, 2020, by and between the LIVINGSTON COUNTY BOARD OF COMMISSIONERS and the LIVINGSTON COUNTY SHERIFF, hereinafter referred to as “Employer,” and the MICHIGAN ASSOCIATION OF POLICE, hereinafter referred to as “Union.”

ARTICLE 2
RECOGNITION

2.1: Collective Bargaining Unit. The Employer recognizes and acknowledges that with respect to rates of pay, wages, hours of employment, and other conditions of employment, the Union is the exclusive representative for the bargaining unit comprised of all employees classified as “Lieutenant,” and excluding all other employees as certified by MERC Case #R02A-006.

ARTICLE 3
ASSOCIATION REPRESENTATION

3.1: Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee whose sole function shall be to meet with Employer representatives for the purpose of negotiating modifications to this Agreement. The committee shall be composed of an employee of the bargaining unit and the Union’s business agent, or his or her designee.

- A. The employee member of the bargaining committee shall be permitted to attend any and all meetings with regard to modifications of this Agreement during working hours without loss of pay or benefits.
- B. Should the necessity arise for another member of the Union to provide information regarding the modification of this Agreement during working hours, that employee shall be permitted to attend that portion of the meeting for which the information that they have is necessary without loss of pay or benefits, as long as agreed upon by the Employer.
- C. Any member of the Union may be present at any and all meetings with regard to modifications of this Agreement during non-working hours.

3.2: Stewards. The Employer agrees to recognize a steward, elected or appointed by the Union, from the bargaining unit. The steward’s function will be to process grievances in accordance with the grievance procedure established in this Agreement. An alternate steward may be appointed to serve in the absence of the duly elected or appointed steward. The steward or alternate, may investigate and/or present grievances in accordance with the grievance procedure during their regularly scheduled work hours without loss of pay or benefits, provided that it is understood such time shall be devoted

to the proper processing of grievances and will not be abused by unreasonably interfering with the operations of the department. A steward who abuses such time may be subject to disciplinary action. The Union shall advise the Employer, in writing, of the names of its stewards or alternates before they shall be recognized.

3.3: Discrimination. The Employer shall not discriminate, interfere, restrain, or coerce any member of the Union because of membership in the Union or because of any activity permissible under State and Federal law and this Agreement.

ARTICLE 4

MEMBERSHIP AND DUES CHECKOFF

4.1: The Employer and the Union agree they will not discriminate against any employee because the Employee voluntarily chooses to be a member of the Union or to otherwise pay fees to the Union for bargaining and defending the Collective Bargaining Agreement; nor will the Employer or the Union discriminate against any Employee who chooses not to be a member of, or pay dues/fees to the Union.

4.2: Upon being hired, a new member of the bargaining unit will be offered the choice to join, or not join, the Union. If an Employee voluntarily submits a dues/fees deduction form, the Employer agrees to deduct Union dues/fees to become effective the first payday of the month following the Employee's completion and submission of the dues authorization form.

4.3: All dues authorization forms shall comply with respective State and Federal Laws and shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Employee for correction prior to any deductions until such deficiency is corrected.

4.4: If the Employees chooses to withdraw his/her dues authorization, the Employee shall notify the Employer and the Michigan Association of Police in writing on the form provided by the Union. No deduction shall be made commencing with the first full pay-period after the authorization was withdrawn.

4.5: Should an Employee opt-out of Union membership, his/her return to Union membership shall be at the sole discretion of the Michigan Association of Police.

4.6: The Parties agree that should the right to work legislation be overturned or modified by the State of Michigan, the Parties will meet and bargain over amending this section of the Collective Bargaining Agreement.

4.7: The Employer shall not be liable to the Union by reason of requirements of this Article for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of

liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

4.8: The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.

ARTICLE 5

UNION ACCESS

5.1: The Employer and the Sheriff agree that they shall allow the proper accredited representative of the local union access to the Sheriff's Department at any reasonable time upon receiving the Sheriff's or his/her designee's prior approval, for the purpose of policing the terms and conditions of this Agreement, provided however, that such representative shall not interfere with the normal operations of the Sheriff's Department. Prior approval by the Sheriff or his/her designee shall not be unreasonably withheld.

5.2: The Union shall have the right, upon reasonable notice, to examine time sheets and pay records, at the Sheriff's Office, pertaining to the computation of compensation of any employee covered by this Agreement whose pay is in dispute.

ARTICLE 6

EXTRA CONTRACT AGREEMENT

6.1: The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, excepting, however, the Employer may enter into signed letters of understanding with the Union business agent.

ARTICLE 7

MANAGEMENT RIGHTS

7.1: The Union acknowledges that the Employer hereby retains and reserves unto itself, except as specifically limited or abrogated by the express terms of this Agreement, all of the powers, rights, and authority conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States of America including those inherent and traditional rights of the Employer to operate and manage the affairs of Livingston County. Among the rights reserved, included by way of illustration and not by way of limitation are:

- A. To determine all matters pertaining to the services to be furnished including the methods, procedures, equipment, and machines to provide such service;

- B. To study and utilize new and improved methods and equipment within or without of the Employer's facilities;
- C. To determine the number and location of facilities, stations, and departments including their functions and operation;
- D. To determine the number and qualifications of personnel including the establishment of and removal of classifications of work;
- E. To determine schedules of work and to alter those schedules;
- F. To hire, promote, demote, assign, transfer, layoff, or recall personnel; and
- G. To maintain order and efficiency; to establish reasonable rules and regulations and to enforce those rules and regulations; to discipline and discharge as provided in this Agreement.

ARTICLE 8

ACCESS TO INFORMATION

8.1: The Employer shall make available to the Union, upon request, any information, statistics, and records that the Union deems relevant to negotiations or necessary for proper enforcement of the terms of this Agreement.

8.2: The Employer agrees to furnish the Union one (1) copy of all current rules and regulations, policies and procedures, general orders, and employee handbooks. The Employer also agrees to furnish the Union one (1) copy of any future amendments and/or revisions of rules and regulations, policies and procedures, general orders, and employee handbooks.

ARTICLE 9

SPECIAL CONFERENCES

9.1: The parties agree to meet and confer upon any terms of this Agreement needing clarification upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining nor to modify, add to, or detract from the provisions of this Agreement, excepting the parties may enter into written letters of understanding. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8:00 a.m. and 5:00 p.m. at a time and place, which is mutually agreeable to the parties. Each party shall be represented by not more than two (2) persons, and the Union representatives may be comprised of Union members or Union representatives or any combination thereof.

9.2: Employee representatives of the Union at special meetings will be paid by the County for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.

ARTICLE 10

POLITICAL ACTIVITY

10.1: The parties agree that the employees covered hereby will not be subject to discharge solely because of political reasons. Further, the Union recognizes and respects the statutory rights of the County and the Sheriff, and the Employer recognizes and respects the statutory rights of the employees.

10.2: Employees that choose to participate in political activities must do so while off duty. In addition, such employees are prohibited from engaging in political activities while in a County uniform and are prohibited from using any County property/materials for such purposes.

10.3: Finally, all employees in the Sheriff's Department, including those who participate in political activities, are required to follow Departmental Rules and Regulations governing their conduct both on and off duty.

ARTICLE 11

DISCHARGE OR SUSPENSION

11.1: The Sheriff and/or designee shall demote, discharge, or suspend an employee for just cause only.

11.2: Any violation(s) that warrant a suspension shall be in writing. One (1) copy will be given to the employee, one (1) copy will be forwarded to the Union, one (1) copy will be forwarded to the Personnel Director by the Sheriff, and the Sheriff will retain the original. An error in furnishing copies shall not affect the merits of the discipline. Suspension notices shall remain in effect for a period not to exceed fifteen (15) calendar months from the date of the suspension notice. Any employee receiving three (3) suspension notices within fifteen (15) calendar months may be discharged with cause; however, this shall not be construed as requiring a specified number of suspension notices before discharge may be imposed.

11.3: All suspensions and/or discharges issued by designees of the Sheriff shall be reviewed by the Sheriff or designee within twenty-four (24) hours following the suspension and/or discharge. If, in the opinion of the Sheriff, the suspension or discharge was unwarranted, the employee shall be reinstated in his/her position without loss of seniority or wages for the period of his/her discharge or suspension.

11.4: In the event an employee is accused and/or charged with an offense or with acts of misconduct that involve possible criminal action, the employee shall not be required to make any statements concerning the alleged offense without:

- A. Having a Union representative present, or
- B. Being presented with a written charge. Such written charges shall be provided as soon as possible, but not more than seventy-two (72) hours subsequent thereto. The meeting with the Sheriff or designated representative shall then be held as soon as possible but not more than forty-eight (48) hours after receiving the written charges. The employee, against whom charges have been made, may be represented at such meeting by a steward or any Union member of his/her choosing.

ARTICLE 12

GRIEVANCE AND ARBITRATION PROCEDURES

12.1: A grievance is defined as a claim reasonably and sensibly founded of an alleged violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within ten (10) working days following the incident that caused the grievance. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

12.2: An employee having a grievance in connection with the terms of this Agreement shall present it as follows:

STEP 1: The grievance shall be reduced to writing by the employee and/or Union representative and presented to the Undersheriff within the ten (10) working day period, requesting that the grievance be adjusted. The Undersheriff shall meet with the employee to discuss the grievance and will attempt to respond to said grievance within three (3) working days of said meeting, but in no event more than six (6) working days after the grievance has been presented to the Undersheriff. The employee shall have a steward present. No settlement shall be final and binding until it has been approved by the Sheriff or his designated representative. The employee shall suffer no loss of pay for the time spent with the Undersheriff to discuss the grievance. The answer of the Undersheriff may be given verbally.

STEP 2: If the grievance is not satisfactorily resolved at Step 1, the decision rendered may be appealed to the Sheriff by giving the Sheriff written notice thereof within five (5) working days following receipt of the Undersheriff's written answer in Step 1. Upon appeal, the matter shall be reconsidered at a meeting scheduled within ten (10) working days. The Union shall be represented at this meeting by the Local President or his or her designee and the MAP Labor Relations Specialist. The Employer shall be represented by

the Sheriff and/or other Employer representatives. The Sheriff shall reply to the appeal in writing within ten (10) working days following such meeting.

STEP 3: In the event that the grievance is not satisfactorily resolved at Step 2, the Union may Appeal the matter to an arbitrator by giving the Sheriff written notice of its intent to arbitrate within ten (10) working days following receipt of the Employer's answer in Step 2.

12.3: If a timely request for arbitration is filed by the Union on a grievance, the union shall submit a request for a panel from the Federal Mediation and Conciliation Service under the rules of the American Arbitration Association. The fees and services of the arbitrator shall be shared equally by the Union and the Employer, but each party shall bear the costs of its own expenses and witnesses.

12.4: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter, or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance, if arbitrability is affirmatively decided. It is the intent of the parties that arbitration shall be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement which reflect the only concessions which the Employer has yielded. The arbitration award shall not be retroactive earlier than the date the grievance was first submitted in writing. The arbitration award shall be final and binding on the Employer, Union, and employees. However, each party reserves the right to challenge arbitration awards thereunder if the arbitrator has exceeded his jurisdiction or has arrived at his award fraudulently or by improper means.

12.5: Time Computation. The time limits established in the grievance procedure shall be followed by the parties. If the time procedure is not followed by an employee or the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall remain active and automatically advance to the next step, provided, however, that arbitration shall not occur unless the Union submits written notice of its desire to arbitrate. The time limits established herein may be extended by mutual agreement in writing. In computing days under the grievance and arbitration procedures, Saturday, Sunday, and holidays shall be excluded.

12.6: Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted

shall be forfeited. This section shall not be applicable to worker's compensation proceedings or complaints filed with the Equal Employment Opportunity Commission.

ARTICLE 13

STRIKES AND LOCKOUTS

13.1: The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown, stay-away, strike, or other concerted activity which interferes with the operation of the Sheriff's Department. The Sheriff agrees that during the same period, there will be no lockouts. Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, stay-away, or strike may be disciplined or discharged at the sole discretion of the Sheriff.

ARTICLE 14

PROBATIONARY/TRIAL PERIOD

14.1: Probationary Period. New employees hired into the bargaining unit shall be considered probationary employees for the first twelve (12) months of their employment. An employee may have his/her probationary period extended for no more than two (2) consecutive three (3) month periods when, in the sole discretion of the Sheriff, the employee's performance is not satisfactory. If an employee's probationary period is extended, the Sheriff shall advise the Union, in writing, as to the reasons for the extensions. If more than fourteen (14) consecutive days are lost from work, including certification school, an employee's probationary period shall be extended by the number of days that he/she is absent from work during the probationary period.

14.2: Trial Period. An employee who is employed in the Livingston County Sheriff's Department that is promoted or reclassified into a position in this unit shall serve a twelve (12) month trial period in the new position during which time the employee may be reverted back to his or her former position without loss of seniority if the employee is unable to satisfactorily perform the duties required of the new position. During this period, the promoted employee may also revert back to his or her former position at his or her request without loss of seniority. An employee hired from within shall be considered as an "acting" lieutenant for the period of time listed above.

ARTICLE 15

SENIORITY

15.1: Upon completion of a newly hired employee's probationary period, he or she shall be granted seniority and his or her name shall be added to the department seniority list. The seniority list shall contain the names of all seniority employees, their job title, and their length of service with the department. The Employer shall provide its most current seniority list to the Union President upon his or her request. In addition, a unit seniority list shall also be created.

15.2: Loss of Seniority. An employee shall lose his or her seniority for the following reasons:

- A. Voluntary termination. Voluntary terminations are accepted by written or verbal notice or are assumed if any employee misses three (3) consecutive work days without notifying the Employer or by failure to return to work at the designated time upon the conclusion of a leave of absence or by failure to reply to a layoff rehire notice within three (3) working days following receipt of a certified rehire notice. Exceptions may be made to “assumed” terminations provided the employee can prove his or her inability to call in or return as required.
- B. Retirement.
- C. Layoff which exceeds one (1) year.
- D. Employee is discharged and not reinstated.
- E. Employee fails to report for work within ten (10) days following notification of recall from layoff sent by certified mail, return receipt requested, to his or her last known address.
- F. A settlement with the employee has been made for total disability.
- G. Conviction of a felony.

15.3: Department Seniority. Shall mean the length of continuous service an employee has worked with the department as a sworn officer; to include probationary period, commencing with an employee’s date of hire.

15 4: Rank Seniority. Shall mean the length of continuous service an employee has worked in the department in a particular rank; to include probationary period in that rank, commencing with an employee’s date of appointment to that rank.

ARTICLE 16

LAYOFF AND REHIRE

In the event that the Employer, in its sole discretion, determines to reduce the workforce, such layoffs will be in the classifications selected by the Employer and in the numbers determined by the Employer subject to the terms and conditions specifically provided for in this Agreement.

16.1: Seniority rights shall prevail in cases of layoff and rehire where the employee’s ability, experience, training, and work record in the discretion of the Employer are equal; provided that when all other factors are equal, seniority in rank shall be the determining factor.

16.2: Notification of employees affected by a reduction in force shall be in writing and given or sent by certified mail to the employees two (2) calendar weeks in advance. The notice shall state the reason(s) for such action. A copy of the notice will be simultaneously forwarded to the Union.

16.3: Rehire notice may be made by telephone and shall be confirmed by certified mail, return receipt requested, to the employee's last address of record. An employee shall reply to the certified rehire notice within three (3) working days following receipt of such notice or no later than seven (7) calendar days from the date postmarked on the rehire notice envelope. Failure to reply within that time shall be considered a voluntary resignation and the Employer shall rehire the next eligible employee on layoff. An employee, upon request, may be granted up to ten (10) working days to return to work at the discretion of the Employer.

ARTICLE 17 **VACATIONS**

17.1: Employees shall accumulate vacation days, based upon their date of hire, as provided herein, per pay period:

- Hire date through to completion of forty-eight (48) months of service: 3.08 hours
- Forty-eight (48) months and one (1) day of service through the completion of 108 months of service: 4.62 hours
- 108 months and one (1) day of service and more: 6.16 hours

17.2: Employees may accumulate up to one and one-half (1-1/2) times their annual vacation leave that they are eligible for. Vacation time earned in excess of one and one-half times (1-1/2) the maximum accumulation, not taken by the last full pay period that includes December 31 of any year, shall be paid to the employee at his/her rate of pay.

17.3: If an employee falls ill during his/her vacation period and is cared for by a duly licensed physician, he/she shall be allowed to convert the number of vacations days ill to paid sick leave, provided the employee has accumulated an equal number of sick leave days, and a physician verifies the illness and the employee's physical fitness to return to work. The employee's unused vacation for the number of sick days shall be rescheduled.

17.4: When a holiday declared by the Employer falls during an employee's scheduled vacation, the holiday will be allowed and the vacation leave shall be rescheduled.

17.5: Vacation days must be scheduled in advance with the Sheriff. The Sheriff retains the right to approve and disapprove, in whole or in part, vacation requests, and may reschedule vacations dependent upon the department's operational needs.

17.6: Should an employee decide to leave employment, the employee will be expected to give a thirty (30) calendar days' notice, but no less than twenty-one (21) calendar days' notice, in writing, submitted to the Sheriff, if the employee is to receive accrued vacation. A copy of the written notice will be forwarded to the Personnel Department. This provision may be waived upon the written recommendation of the Sheriff and the approval of the Personnel Director.

17.7: Vacation days shall be from 0001 hours to 2400 hours.

ARTICLE 18

HOLIDAYS

18.1: Effective upon ratification of this Agreement by both parties, Livingston County observes the following holidays. All offices will close except those required by law to remain open. Eligible employees shall only receive holiday pay if they work the day before and the day after a holiday, unless excused by the Sheriff.

- A. New Year's Day
- B. Martin Luther King, Jr. Day
- C. Washington's Birthday/President's Day
- D. Memorial Day
- E. Independence Day
- F. Labor Day
- G. Good Friday
- H. Veteran's Day
- I. Thanksgiving Day
- J. Day after Thanksgiving Day
- K. Christmas Eve Day
- L. Christmas Day
- M. New Year's Eve Day

18.2: 8-Hour Employees - When New Year's Day, Independence Day, Veteran's Day, or Christmas Day falls on Saturday, the preceding Friday shall be a holiday. When New Year's Day, Independence Day, Veteran's Day, or Christmas Day falls on Sunday, the following Monday shall be a holiday. When Christmas Eve or New Year's Eve falls on Friday, the preceding Thursday shall be a holiday. When Christmas Eve or New Year's Eve falls on Saturday or Sunday, the preceding Friday shall be a holiday.

12-Hour Employees - Twelve (12) hour employees will be scheduled off on the actual holiday as defined in 18.1. When a holiday falls on an employee's day off, that employee shall receive eight (8) hours to take as a day off within the same pay period.

18.3: An employee shall be allowed to work a holiday for straight time pay and, in turn, take a day off within the same pay period, using this day as their holiday with approval from the Sheriff or designee.

18.4: An employee shall be paid time and one half (1 1/2) for any and all work performed on Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

ARTICLE 19

LEAVES OF ABSENCE

19.1: Personal Leave: A regular employee who has completed six (6) months of employment may request a personal leave of absence for a period not to exceed one hundred eighty (180) calendar days in any one (1) calendar year. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave, and must be approved by the Sheriff if the personal leave is to be granted. A personal leave of absence may be granted to attend an educational institute, to perform volunteer services, for managing a personal emergency, to assist in the care of others not already provided for under the Family Medical Leave Act (FMLA), and for other reasons deemed appropriate by the Sheriff. An employee may elect to use any or all accrued vacation leave. If the election is made and the accrued vacation leave is exhausted, any remaining leave shall be without pay and benefits. If the election is not made, the employee understands that the leave shall be without pay and benefits. If the personal leave is granted for more than thirty (30) calendar days for whatever reason, the Sheriff does not guarantee that the employee will be reinstated to their former position. The employee shall, however, be notified prior to the position being filled by another individual to determine if the employee is able to return from personal leave. If the employee is unable to return, every effort will be made to place the employee in a position for which they are qualified upon return. If no positions are available, the employee will be given top consideration as job openings occur in line with their qualifications.

During an unpaid personal leave, the employee shall not engage in gainful employment and must pay medical, dental, and life insurance premiums/illustrated rates to the County Human Resources Department to keep the coverage in force.

19.2: Sick Leave: Subject to the Michigan Paid Medical Leave Act, 2018 PA 369 ("the Act") All employees covered by this Agreement shall accumulate sick leave days at the rate of 3.7 hours per each full pay period of service. Sick leave days for new employees may be used upon completion of ninety (90) calendar days of continuous service, at which time an employee shall be credited with forty-eight (48) hours of sick leave. No sick leave payment shall be made to newly hired employees during the first ninety (90) calendar days of their probationary period for any reason.

Earned sick leave may be used for: the employee's illness, doctor and/or dentist appointment, care for a sick family member as defined by the Act, exposure to a contagious disease (doctor's statement required to verify need to be absent), and to supplement lost time not covered by Worker's Compensation, but not to exceed regular straight time salary.

Employees may accumulate a maximum of eight hundred (800) hours of sick leave.

19.3: Return to Work: An employee, upon returning to work from an illness of three (3) working days or more, may be required to submit a statement, if requested by the Sheriff or designee, from a physician qualifying the employee's ability to return to work.

19.4: Notification: When an employee finds it necessary to be absent for any reason, the employee shall report the necessity to the Sheriff or designee prior to the date of the absence, when possible, and, in any event, such report must be made at least one (1) hour before the employee is to report for work. Failure to do so may be cause for denial of sick leave with pay for the period of absence and may subject the employee to disciplinary action.

Employees who abuse the sick day privilege policy by using most of their accumulated sick leave as they become eligible for sick leave pay, absent a notice from a physician, shall be issued a written reprimand for excessive absenteeism. An employee receiving two (2) written reprimands within a twelve (12) month period may be subject to disciplinary action up to and including discharge at the sole discretion of the Sheriff. Employees calling in sick either the day before or the day after a holiday may be required to obtain proof of illness from a doctor.

An employee who makes a false claim for paid sick leave may be subject to disciplinary action up to and including discharge at the sole discretion of the Sheriff. The facts used by the Sheriff in making the decision to discipline the employee for making a false claim for paid sick leave may be grieved up to and including arbitration. The arbitrator shall be limited to only a finding on the reasonableness of the facts used in supporting the determination that a false claim was made for paid sick leave. If the arbitrator finds that the facts do not support a reasonable finding that the claim for paid sick leave was false, the discipline shall be overturned. If, however, the arbitrator determines that the facts reasonably support a finding of a false claim for paid sick leave, the discipline shall stand as issued by the Sheriff.

19.5: Personal Days. Two (2) accumulated sick days in a calendar year may be converted to personal days and may be taken with the approval of the Sheriff or designee. Two (2) personal leave days shall be in addition to all other time off and shall not be deductible from sick leave. Use of sick leave for any other personal business is not allowed, and its use as such may also be cause for disciplinary action.

19.6: Annual Sick Leave. Unused sick time may be accumulated to a maximum of eight hundred (800) hours. An employee that accumulates more than eight hundred (800) hours of sick leave as of November 30 each year will be paid for seventy-five percent (75%) of all sick hours in excess of eight hundred (800) however, this payment shall not be MERS eligible wages and therefore not includable in the final average compensation for pension calculations. This is to be paid in the second payday of December.

19.7: Retirement Sick Leave Payoff. Upon retirement, seventy-five percent (75%) of the accumulated sick leave, up to a maximum of eight hundred (800) hours pay, will be paid to the employee or the employee's estate, based upon the employee's current salary. Upon death, one hundred percent (100%) of the accumulated sick leave, up to a maximum of eight hundred (800) hours pay, will be paid to the employee's estate, based upon the employee's current salary.

19.8: Medical Leaves of Absence. When recommended by an employee's personal physician in writing, a medical leave of absence for up to a twelve (12) week period will be granted by the Sheriff. Such leave may be extended for a like twelve (12) week period or shorter, at the sole discretion of the Sheriff, up to a maximum of one (1) year. Such extensions, if granted, shall be based upon the written certification by the employee's physician that the continued illness or disability precludes the employee from working and the continuation of the leave of absence is necessary. Such leave, up to a maximum of twelve (12) weeks, if granted, will be allowed and credited as continuous county service, i.e. seniority continues for the twelve (12) weeks only. The employee shall be entitled to their former position or a position for which they are able and capable of performing upon return to work. A medical leave of absence shall be without pay and other fringe benefits once the employee exhausts all applicable sick, vacation, and compensatory time.

19.9: The Employer shall continue to pay the employer's share of Blue Cross/Blue Shield premiums/illustrated rates and any other Employer paid insurance provided for hereunder, including but not limited to, life insurance premiums for up to twelve (12) weeks during such medical leave of absence. After the twelve (12) week period, the employee must make arrangements to pay the entire cost of the insurance above to the County Clerk's Office. No employee shall become gainfully employed while on a leave of absence without written permission of the Sheriff.

Leaves of absence shall only be granted to employees whose names appear on the Department seniority list.

In the event of any unpaid leave of absence, which exceeds ninety (90) days in any one (1)-anniversary year, the normal step increase of the employee shall be deferred until the completion of the actual, continuous work time required for advancement to the next step increase.

19.10: Family Medical Leave Act (FMLA) and Americans with Disabilities Act (ADA). The parties acknowledge and agree that they are bound by the ADA and FMLA and their amendments. Notwithstanding the above provisions, the parties also agree that each has the right to exercise its rights under the FMLA in addition to rights contained under this contract.

ARTICLE 20
BEREAVEMENT LEAVE

20.1: Funeral leave of not more than three (3) days, not chargeable to sick time, may be used to attend a funeral in the employee's immediate family (spouse, children, father, mother, sister, brother, father-in-law, mother-in-law, grandparents, brother-in-law, sister-in-law, foster children, or other legal dependents living with the employee).

20.2: When a death occurs to a member of the employee's immediate family who resides in another state, an additional two (2) days may be granted by the Sheriff. The additional two (2) days shall be charged against sick time bank or other personal leave banks.

20.3: The Sheriff may authorize unpaid funeral leave for employees who have not been employed for six (6) months.

ARTICLE 21
MILITARY LEAVE

21.1: The Employer shall abide by any and all mandatory laws dealing with military leaves of absence.

21.2: Any employee in the active reserves of any branch of the service of the United States shall be granted a military leave of absence to engage in a tour of duty as required by law.

ARTICLE 22
WORKER'S COMPENSATION

Employees are covered by the Worker's Compensation Laws of Michigan. Any employee involved in a work related accident or injury must report that accident or injury to the Sheriff and the Personnel Department as soon as possible after the mishap and fill out the proper reporting forms. Failure to properly report an injury may result in disciplinary action.

Regular employees covered under this Agreement who have been employed for one (1) year or more sustaining an occupational injury for which compensation is paid by the Worker's Compensation Insurance Carrier, but not including the settlement of a disputed claim, shall receive, from the Employer, a salary payment equal to the difference between the compensation benefits and his/her regular bi-weekly salary for a period not to exceed six (6) months, less normal tax withholdings.

An employee receiving Worker's Compensation payments shall not earn vacation and sick leave while on Worker's Compensation nor shall they be eligible to receive holiday pay. In the event a regular employee is off work and is being compensated under the

Worker's Compensation Law for an on-the-job injury or illness, the Employer will continue, for eligible employees, for a maximum of one (1) year from the date of injury, to pay the premiums of health, dental, and life insurance, where applicable. Thereafter, the employee may make arrangements to pay premiums to continue the insurance, provided that the insurance carrier permits the same. All other fringe benefits shall cease while on Worker's Compensation.

ARTICLE 23

MEDICAL EXAMS

23.1: The Sheriff's Department may require a physical and/or psychological exam by a medical doctor, at the Employer's expense, to determine the employee's ability to perform their regular duties, if deemed appropriate. The employee may obtain a second opinion, at the employee's expense, and in the event there is a dispute between the Employer's doctor and the employee's doctor, both of these doctors shall select a third doctor, whose decision shall be final and binding on the parties. The expense for the third doctor's opinion shall be borne equally by the Employer and employee if not covered by the employee's insurance.

23.2: The Employer reserves the right to request an employee to take a test for non-prescribed controlled substance use in the event the Employer has a reasonable suspicion of such use, in accordance with the updated Livingston County Sheriff's Department Drug Testing Policy attached as Appendix 2.

ARTICLE 24

RETIREMENT PLAN

24.1: Employees covered by this Agreement shall continue to participate in the County-adopted retirement program administered by the Michigan Municipal Employees' Retirement System (MERS) as provided by Act 135, the Public Acts of 1945, as amended, including the B-3 benefit level, FAC-3, the E-2 escalator, and the F-50 with 25 years of service waiver. Employees hired after June 30, 2011 will be entitled to the B-2 benefit level, FAC-3, the E-2 escalator, and the F-50 with 25 years of service waiver. .

For eligible employees hired on or after January 1, 2014 from outside the County or promoted from another County bargaining unit in which the employee was eligible for a hybrid plan, the Employer shall offer a MERS Hybrid Plan. The Plan will consist of a Defined Benefit (DB) component with a 1.25% Benefit Multiplier, ten year vesting, a Defined Contribution (DC) component, and a F55/25 waiver. The Employee will contribute to the Defined Contribution (DC) component of the Plan with a minimum employee contribution of 1% of the employee's payroll. The maximum employee contribution to the DC component will be set at the highest contribution sum permitted by MERS. Employees will be allowed to make additional contributions as allowed under the Plan, MERS regulations, and any applicable laws. Employees will be 100% vested for Employer contributions to the DC component of the Plan after five (5) years of service. Full-time employees hired before adoption of the Plan may convert to the

Hybrid Plan at their option in accordance with the terms of the Plan and MERS Uniform Hybrid Program Resolution as adopted by the County Board of Commissioners.

Employees promoted into this unit from another Livingston County bargaining unit shall remain in the same type pension plan that they were in before their promotion (ie, Hybrid, DC or DB).

24.2: Beginning the first pay in July, 2011, Employees shall pay 5% of their MERS DB Retirement eligible compensation to MERS DB Retirement for the Retirement Plan through payroll deduction on a pre-tax basis. The Employer shall contribute the remaining percentage of eligible compensation required by MERS DB Retirement for the Retirement Plan.

Employee contributions to MERS pension will decrease to 3% whenever the retirement system is funded at a level of 100% or more. Employee contributions shall continue so long as the County is also actively contributing to the retirement system.

24.3: Employees hired on or before June 30, 2011 and who retire prior to December 30, 2014 and who are immediately eligible for retirement benefits shall be entitled to continued health and hospitalization coverage under the group plan provided to active bargaining unit members, for themselves and spouse of record at time of retirement, until the employee is eligible for Medicare. Thereafter, such an employee may participate in Blue Cross/Blue Shield Medicare Supplement Insurance Plan that is comparable to, but does not offer better benefits than the insurance offered to active bargaining unit members. This continued health and hospitalization insurance and the Medicare Supplement Insurance shall be offered with the Employer paying the same percentage of cost of the monthly rate for this insurance as that offered to active bargaining unit members.

Employees hired on or before June 30, 2011 and who retire on or after January 1, 2015 and who are immediately eligible for retirement benefits shall be entitled to continued health and hospitalization coverage under the same group plan they were eligible for under Article 31 as provided to active bargaining unit members, for themselves and spouse of record at time of retirement, until the employee/spouse is eligible for Medicare. Thereafter, such an employee/spouse may participate in Blue Cross/Blue Shield Medicare Supplement Insurance Plan that is comparable to, but does not offer better benefits than the insurance offered to active bargaining unit members except that such coverage will not include prescription drug coverage. This continued health and hospitalization insurance and the Medicare Supplement Insurance shall be offered with the Employer paying the same percentage of cost of the monthly rate for this insurance as that offered to active bargaining unit members. Medicare eligible retirees/spouses who are not eligible for County paid prescription drug coverage shall receive a \$300 annual payment for single person coverage or \$600 for two-person coverage (if the spouse is also enrolled in Medicare) as partial reimbursement of the cost of Medicare Part B. If the County Board of Commissioners raises this reimbursement rate for non-union retirees, unit retirees/spouses shall receive the increased rate.

In the event that a national catastrophic insurance is established, the retiree health insurance shall be coordinated with such national coverage. The retiree shall not be eligible for this coverage if they or their spouse of record at time of retirement have available coverage by any other source that is equal to or better than that of current employees. At the time a retiree/spouse submits application for this coverage and each year thereafter, they must certify that such other coverage is not available.

For the life of this agreement, Lieutenants retiring during the term of this agreement and their surviving spouses shall continue to pay the percentage contribution for retiree health insurance they paid as an active employee.

24.4: Employees hired after June 30, 2011 receive the Retiree Health Savings Program. Employer pre-tax contributions are 4% of base salary in the individual's Retiree Health Savings Program account. Employer contribution increases/decreases with annual wage scale increases.

Employees hired on or before June 30, 2011 get the choice of staying in the defined benefit retiree health care plan as described in 24.3 or may make a one-time irrevocable election to go to the Retiree Health Savings Program and receive \$20,000 as either cash or as a pre-tax contribution to a retiree health savings account in the employee's name. Future Employer pre-tax contributions are 4% of base salary in the individual's Retiree Health Savings Program account. Employer contribution increases/decreases with annual wage scale increases.

Those transferred or promoted into the bargaining unit who already participate in the Retiree Health Savings Program retain that benefit.

ARTICLE 25

DEFERRED COMPENSATION

25.1: The County shall continue to provide employees within the bargaining unit the opportunity to participate in a Deferred Compensation Program(s).

ARTICLE 26

TUITION REIMBURSEMENT

26.1: Upon obtaining prior approval by the Sheriff, employees covered by this Agreement shall be reimbursed for costs, upon successful completion ("C" or better) for college courses relating to law enforcement, business management and/or administration, human resources, administrative services, and public administration. This section shall be administered consistent with Resolution 2010-03-100 which is attached as Appendix 1.

ARTICLE 27
FLEXIBLE BENEFITS

27.1: Livingston County offers a flexible benefit program for unit employees. This program allows each employee to choose those benefits that best meet their individual needs. The program year for the plan is from January 1 to December 31 and is renewed on an annual basis. The County wishes to eliminate the PPO 1 benefit for lack of participation. As such, the parties agree that in the fall of 2017 during open enrollment for the 2018 plan year, the employees will have their last opportunity to enter the PPO 1 plan. If an employee elects to sign up for the PPO 1 plan, they may do so. If they opt out of the PPO 1 plan, they may not enter the plan at a future date and time. Those remaining in the plan, as well as employees promoted to Lieutenant who are enrolled in PPO 1, shall remain so long as the plan is offered by the insurance carrier and until such time as the employee chooses to opt out of PPO 1 in favor of another option offered by the insurance carrier.

ARTICLE 28
BOND AND LIABILITY INSURANCE

28.1: Bonds. All employees hired shall be bondable as a condition of employment or continued employment. The cost of the bond shall be borne by the Employer.

28.2: Liability Insurance. The Employer agrees to notify the Union if it is changing from its liability coverage, which results in greater exposure to the employees, and if such change occurs, the Union will be entitled to negotiate regarding the same.

28.3: The Employer shall provide to an employee civil legal counsel necessary to cover any civil litigation arising out of the good faith performance of the officers duties. The Employer will not provide legal assistance in defense of violations to the statutes or any ordinances, state, federal, or local, allegedly committed by any law enforcement officers covered by this Agreement. The Employer shall not provide legal assistance for any alleged criminal misconduct of an officer at any time.

ARTICLE 29
LIFE INSURANCE

29.1: The Employer shall provide, to regular, full-time employees only, a \$50,000 term life insurance policy. The entire premium shall be paid for by the Employer.

ARTICLE 30
DENTAL INSURANCE

30.1: The Employer shall provide Blue Cross Blue Shield 100/50/50 dental insurance plan with a \$1,200.00 annual maximum per member (no orthodontics) for all eligible employees covered under this Agreement. All employees hired prior to June 20, 2011

contribute 10% of the cost of their selected dental benefit (plus buy-up costs). Employees hired on or after June 20, 2011 shall contribute 20% of the premium/illustrated rate for dental coverage (plus buy-up costs).

ARTICLE 31

MEDICAL/HOSPITALIZATION INSURANCE

31.1: The Employer shall provide full family BC/BS Community Blue PPO Option 4; \$10 office visit co-pay; \$10.00 Chiropractic visit co-pay; \$250 per year per participant preventative services. Prescription coverage shall be 3-tiered \$2/\$25/\$50 and a two times mail order benefit. Employees hired prior to June 30, 2011 shall pay 10% of the premium/illustrated rate for medical coverage (plus buy-up costs). Employees hired on or after June 30, 2011 shall contribute 20% of the premium/illustrated rate for medical coverage (plus buy-up costs).

Employees shall pay \$10 per pay period for spouses enrolled in the medical plan. Employees with County-employed spouses receive either insurance coverage from the County or the opt-out amount, not both.

Consistent with Resolution 2019-08-121, elective abortion coverage is eliminated from all health plans. Elective abortion is as defined in MCLA 550.551(a). Also, abortion in the case of rape or incest shall not be considered an elective abortion.

31.2: At time of open enrollment and selection of benefits through the County Flex Plan, employees who provide proof of other qualified group medical/hospitalization insurance may opt out of the medical/hospitalization and dental insurance coverage and receive \$1,800 on a prorated basis over twenty-six (26) pay periods. Employees may be required to periodically provide proof of dependent eligibility consistent with the County policy regarding the definition of dependents. Employees with County-employed spouses receive either insurance coverage from the County or the opt-out amount, not both. An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications County form required for by the County and under the Affordable Care Act for eligibility for such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Health Care Act and cause the Employer to be subject to penalty or fine.

31.3: Mail Order Prescriptions – “Maintenance” prescriptions that are prescribed for chronic conditions of a duration not less than ninety (90) days, shall be filled through the Blue Cross/Blue Shield sponsored mail order drug program, subject to the terms of that plan or other equivalent plan approved by the Employer.

Generic version – Employees will be required to use the generic version of all prescribed drugs if one is available, unless the prescribing physician documents a bona fide medical reason for requiring a name brand drug. If an employee opts to receive the name brand

drug without physician documented need, the employee shall be responsible for paying the difference between the actual cost of the name brand drug and the actual cost of the generic version. Where no generic version is available, the standard drug card provisions apply.

31.4: The County may substitute an alternate medical and hospitalization insurance carrier provided 90% of the doctors in the Community Blue PPO 4 network are in the new network and the benefits are commensurate or better than current benefit levels. Further, there shall be no increase in the employee cost-sharing through payroll deduction as a result of this change in carrier. At the request of the Union, the Employer will meet with the Union to discuss the alternative carrier. However, if no agreement is reached within thirty (30) days of the notice of carrier change, the Employer may proceed with the substitute if the benefits are commensurate with or better than current benefit levels.

31.5 County Commissioners have approved the resolution to opt out of PA 152 for 2017. County Commissioners may change status under Public Act 152 beginning January, 2018.

ARTICLE 32

LONG TERM DISABILITY

32.1: The Employer shall provide all employees, at employer expense, with long term disability insurance. An employee must be on disability leave for a period of eight hundred (800) hours prior to the long-term disability insurance taking effect. Upon taking effect, the long-term disability insurance shall cover sixty percent (60%) of the employee's base salary.

32.2: Employees may donate vacation and compensatory time to another employee that is on sick leave and does not have any available time of his or her own to use.

ARTICLE 33

WORK SCHEDULE

33.1: Employees covered by this Agreement are normally scheduled for work on the basis of eighty (80) hours bi-weekly. No employee shall be normally scheduled to work more than seven (7) consecutive eight (8) hour days except when a state of emergency exists and is declared as such by the Sheriff or the Board of Commissioners. The basic workday schedule may consist of three (3) shifts per day, each equal to eight (8) hours per day, inclusive of paid lunch periods. The Sheriff or designee shall have the authority to make all personnel shift assignments and/or changes the Sheriff or designee deems necessary to maintain and/or improve the operation of the Department, providing such shift assignments and/or changes are not made arbitrarily or capriciously. Notwithstanding the above, it is recognized that the employees in this unit are compensated as delineated within this Agreement and their specific work schedule will be set by the Sheriff or designee.

In the event the Sheriff adopts twelve (12) hour scheduling, those employees assigned to such schedule shall be scheduled for eighty (80) hour bi-weekly schedules working six twelve (12) hour shifts and one eight (8) hour shift or seven twelve (12) hour shifts at the discretion of the Sheriff. Twelve (12) hour employees shall sign up for a shift (either day or night) by seniority. The Sheriff or his designee will then assign the employee to a team.

ARTICLE 34
PAYMENT FOR AND WORK IN A HIGHER CLASSIFICATION

34.1: An employee assigned to work in a higher classification for ten (10) consecutive workdays, shall receive the rate of pay for that classification.

ARTICLE 35
WAGES

35.1: Effective 1/1/2020 as to Act 312 eligible Lieutenants and upon ratification in 2020 and on a non-retroactive basis as to non-Act 312 eligible Lieutenants, members of the bargaining unit shall be paid as follows:

	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>
Upon Hire or Promotion:	\$75,417	\$77,114	\$78,849
After One (1) Year in Rank:	\$79,816	\$81,612	\$83,448
After Two (2) Years in Rank:	\$82,211	\$84,061	\$85,952
After Three (3) Years in Rank:	\$83,444	\$85,321	\$87,241

35.2 Effective upon ratification by all and on a non-retroactive basis, the Lieutenant assigned by the Sheriff to perform the duties of Jail Administrator will receive 5% above top scale for Lieutenant while so assigned. The Sheriff agrees for the duration of this contract not to insert a rank between the ranks of Lieutenant and Undersheriff.

35.3 If the Sheriff awards a promotion to Lieutenant from a lower rank within this department, employee will be placed on the step of the Lieutenant's wage scale that would result in at least a 5% increase in pay.

35.4 Boot or Shoe Replacement - The employer will provide \$50 annually for the purchase of footwear which, if not used each year, may accumulate up to a maximum of \$200. The employee must provide receipts.

35.5 Each non-probationary employee shall be eligible for an annual Gym Membership and Wellness Equipment reimbursement of up to \$500 and shall be eligible for the \$100

per year health assessment which shall be processed under the guidelines and conditions of the County wellness program.

35.6 Bargaining Unit members who are required to report back to work after scheduled working hours to a crime scene or a serious incident or an incident approved by the Sheriff or Undersheriff shall receive a minimum of three (3) hours call back pay at straight-time and shall be awarded compensatory time for actual time on scene on a time and one half in excess of 40 hours' basis.

35.7 Education Incentive - Employer is agreeable to a one-time education stipend at the time of ratification of this agreement and at any time a bargaining unit member obtains a college/university degree. Education bonus is as follows:

\$750	Associates Degree
\$1,000	Bachelor's Degree
\$1,250	Master's Degree

ARTICLE 36

COMPENSATORY TIME

36.1: Compensatory time shall be earned at the rate of time and one half (1 1/2) for all authorized hours worked in excess of forty (40) hours in any week. Employees assigned to the twelve (12) hour shift rotation shall earn compensatory time at the rate of one and a half (1 ½) for all authorized hours worked in excess of eighty (80) in a two week pay period.

36.2: Authorized hours, as used in this section, shall be limited to those excess hours worked that have been assigned and approved by the Sheriff, Undersheriff, or designee.

36.3: An employee may only accumulate a maximum of two hundred fifty (250) hours of compensatory time each calendar year.

36.4: Compensatory time earned must be used within the calendar year, however an employee shall be allowed to carry forward forty (40) hours of compensatory time at the discretion of the Sheriff or designee.

36.5: There will be no payout for unused compensatory time under any circumstances.

ARTICLE 37

USE OF AUTOMOBILES

37.1: Mileage. Should it become necessary for an employee of the bargaining unit to use their personal vehicle in the performance of County business, the employee shall be reimbursed at the rate that is paid to non-union employees.

37.2: Employees shall have the option of using a County-owned vehicle for personal use equipped with a police radio and dashboard light / bubble. Use of the vehicle shall be limited to a one-hundred (100) mile radius from the Livingston County Sheriff's Department.

37.3: Mileage shall be limited to 20,000 miles per year with the understanding that use of the vehicle for training shall not count against the maximum mileage allowed.

In addition, if it is necessary for the vehicle to be used by another member of the department, that use shall not count against the maximum mileage allowed.

37.4: A. In the event there is a rank inserted between that of Lieutenant and Undersheriff the parties will convene to negotiate those provisions related to such a change in status up to and including the use of PA 312 arbitration.

B. If Lieutenants become hourly employees, the use of County-owned vehicles for personal use shall discontinue for all Lieutenants.

ARTICLE 38

FINANCIAL INSTITUTION

38.1: The Employer agrees to deduct from each employee, who so authorizes it in writing, a specified sum each and every payroll and to remit this sum to the Employee's financial institution.

ARTICLE 39

PAYCHECKS

39.1: Paychecks shall be made available every other Thursday at 7:00 a.m. and shall be paid to employees through direct deposit or payroll debit card consistent with the Michigan Wage and Fringe Benefit Act.

ARTICLE 40

SHIFT/POSITION PREFERENCE

40.1: Any new position or shift that is created shall be posted for a minimum of seven (7) days and members of the bargaining unit shall be given the opportunity to apply for consideration for assignment to the position or shift.

40.2: Consideration for the position or shift shall be given to the most senior employee that applies and is qualified for the position as determined by the Sheriff.

ARTICLE 41
UNIFORMS AND CLEANING

41.1: The Employer shall continue furnishing uniforms, shoes, and other wearing apparel as it has in the past. Uniforms shall be defined as Class A's and other uniforms not suitable for every day wear.

41.2: Cleaning. If cleaning is not directly paid by the Employer, the Employer shall provide all employees an allowance of \$450.00 per year, payable in December for the purpose of cleaning.

41.3: The Employer shall provide all employees with an allowance of \$650.00 per year, payable in June, to purchase business attire, including but not limited to, suits, dresses, pants, slacks, dress shirts, blouses, and ties, for those occasions that employees wear civilian clothes.

ARTICLE 42
LOCKERS

42.1: The County shall furnish to each employee in the bargaining unit a storage locker for their personal use. It is, however, acknowledged by all the parties to this Agreement that the storage locker remains the property of the County. Therefore, a copy of the combination and/or key shall be provided to the Sheriff. In the event the Sheriff or designee wants access to an employee's storage locker, either the employee or Union representative shall be present during examination.

ARTICLE 43
WEAPONS QUALIFICATION

43.1: Weapons Qualification. All employees in the bargaining unit who are required to carry sidearms shall qualify with their service weapon annually. The Sheriff shall give thirty (30) days written notice to the aforesaid employees to enable said personnel to attend practice sessions prior to the test. If an officer fails to qualify, they shall be provided with practice ammunition as is necessary in order to practice for qualification. Employees who fail to qualify shall be allowed to attempt to qualify three (3) times within one (1) month of failure on three (3) different days. If the employee still fails to qualify after three (3) attempts, the employee may be suspended without pay on a day-to-day basis until such time as qualification is achieved. Qualification shall not be between the months of November and March, inclusive, though shooting may be required throughout the year.

43.2: Firing Range. The Employer shall make available a firing range for weapons qualification. Employees shall be scheduled to qualify during their normal regular working hours when possible.

ARTICLE 44
AMMUNITION

44.1: Fresh ammunition shall be furnished annually to all employees carrying sidearms.

44.2: The Employer shall supply each officer required to carry a sidearm with one hundred (100) rounds of practice ammunition per month, not to accumulate if not used each month. Employees must return all brass or pay for it.

ARTICLE 45
SAFETY PROCEDURES

45.1: The Employer shall not require any employee to operate any equipment or vehicle, which is not in safe operating condition or is not equipped with the safety appliances as required by law. The Employer shall furnish a suitable form on which an employee shall document all equipment defects and/or appliance shortages. Such reports shall be completed in multiple copies and turned in at the end of the employee's regular work shift. No employee shall be required to operate any vehicle declared unsafe by the Sheriff after inspection by a certified mechanic.

ARTICLE 46
NEW STATIONS

46.1: In the event new facilities, stations, or departments are created, a special conference shall be held between the Sheriff and/or designees and Union representatives to discuss assignments or other impact on the bargaining unit prior to implementation. The Sheriff reserves the right, after said discussion, to implement any such changes.

ARTICLE 47
LONGEVITY

47.1 All regular full-time employees hired into the unit prior to January 1, 2014 or who were hired after January 1, 2014 from an existing Sheriff's Department unit to which the employee was eligible for longevity payments, having completed five (5) years, or more, of continuous regular employment prior to December 1st, shall be eligible to receive a longevity bonus for service with the Employer. Payment to employees who become eligible to receive a longevity bonus, shall be paid the same the first regular pay day of December. Employees who retire before December 1st, shall be paid a prorated bonus when they retire, based on the number of calendar months of full-time active employment credited to them from the preceding December 1st to the date of cessation of their active employment.

47.2: Employees whose employment terminates for other reasons prior to December 1st, shall not be eligible to receive a longevity bonus.

47.3: Employees on unpaid leaves of absence in excess of thirty (30) days for reasons other than illness, shall not be eligible to receive a longevity bonus. Employees on unpaid leaves of absence due to illness during the twelve (12) month eligibility period for a longevity bonus, other than their initial longevity bonus, shall receive a pro-rata payment based on the following formula for unexcused hours not worked:

HOURS NOT WORKED = REDUCTION

1 HOUR - 160 HOURS = REDUCTION OF 1/12 LONGEVITY

161 HOURS - 320 HOURS = REDUCTION OF 1/6 LONGEVITY

321 HOURS - 480 HOURS = REDUCTION OF 1/4 LONGEVITY

481 HOURS - 640 HOURS = REDUCTION OF 1/3 LONGEVITY

641 HOURS - 800 HOURS = REDUCTION OF 5/12 LONGEVITY

801 HOURS - 960 HOURS = REDUCTION OF 1/2 LONGEVITY

961 HOURS - 1120 HOURS = REDUCTION OF 7/12 LONGEVITY

1121 HOURS - 1280 HOURS = REDUCTION OF 2/3 LONGEVITY

1281 HOURS - 1440 HOURS = REDUCTION OF 3/4 LONGEVITY

1441 HOURS - 1600 HOURS = REDUCTION OF 5/6 LONGEVITY

1601 HOURS - 1760 HOURS = REDUCTION OF 11/12 LONGEVITY

1761 HOURS - 2080 HOURS = NO LONGEVITY PAYMENT

47.4: The longevity bonus payment schedule shall be as follows:

CONTINUOUS SERVICE = ANNUAL BONUS

5 years or more, but less than 11 years = 1% of current base salary.

11 years or more, but less than 16 years = 2% of current base salary.

16 years or more, but less than 25 years = 3% of current base salary.

25 or more years = 4% of current base salary. However, the portion of the longevity payment that is one percent (1%) of wages shall not be MERS eligible wages and therefore not includable in the final average compensation for pension calculations.

ARTICLE 48

GENDER CLAUSE

48.1: The masculine pronoun, wherever used in this Agreement, shall include the feminine pronoun and the singular pronoun, the plural, unless the context clearly requires otherwise.

ARTICLE 49

EFFECTIVE DATE AND TERMINATION OF AGREEMENT

49.1: This Agreement shall remain in full force and effect commencing on the ____ day of January, 2020, through the thirty-first day of December, 2022. Either party may serve upon the other a notice no earlier than one hundred twenty (120) days prior to the expiration of the Agreement as noted above, that they wish to enter into collective bargaining sessions to negotiate a new contract. In the event of receipt of such notice, the parties shall determine mutually agreeable times and shall commence negotiations for a new contract.

49.2: An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

MICHIGAN ASSOCIATION OF POLICE

LIVINGSTON COUNTY

Appendix 1

TUITION REIMBURSEMENT

Any regular full-time employee covered by this non-union manual is eligible for financial assistance for tuition cost for accredited college or university courses taken in a technical, undergraduate, or graduate program after one complete year of full-time County employment. A college or university is considered to be accredited if it is contained on the U.S. Department of Education Database of Accredited Postsecondary Institutions and Programs. The County shall reimburse fifty percent (50%) of tuition cost if:

1. Recommended by your department head and approved by the Human Resources Director prior to enrollment in the course; and
2. The course taken meets one of the following criteria:
 - a. it is directly job related, as determined by the department head
 - b. it is preparation of a job related promotion;
 - c. it is a required or elective subject mandatory to obtain a diploma, certificate, or undergraduate degree in preparation for advancement to a higher classification in County employment.
3. Under special circumstances a department head may authorize an employee to attend classes during normal working hours. HOWEVER, IT IS THE RESPONSIBILITY OF BOTH THE INDIVIDUAL EMPLOYEE AND THE DEPARTMENT HEAD TO ENSURE THE INDIVIDUAL MAKES UP ALL LOST WORK TIME.
4. Prior to being reimbursed for tuition expenses, the employee must present to the department a receipt for payment and proof of a grade C (its equivalent) or higher.
5. Employees eligible for education compensation under a scholarship, the Veterans G.I. Bill or other government sponsored programs, i.e. Pell Grant, Michigan Tuition Grant, and any other form of financial aid, will have to exhaust their other benefits prior to being eligible for County education benefits.
6. Reimbursement is for tuition only and does not include registration, books, lab fees, etc. Where the cost of books are rolled into the overall tuition cost, employees will be asked to submit reasonable proof as to the cost of the book to be subtracted from the tuition cost.

7. Repayment to the County in one lump sum will be required by an employee who voluntarily resigns or is discharged from employment within three (3) years following completion of coursework. In the event the employee does not continue employment for the prescribed period, the employee will be required to reimburse the County on a prorated basis for tuition reimbursement received as follows:
 - Return 100% of tuition reimbursement if resign within 1 year
 - Return 67% of tuition reimbursement if resign within 2 years
 - Return 33% of tuition reimbursement if resign within 3 years
8. Reimbursement is subject to and conditioned upon money being appropriated in the employee's Department budget for this specific purpose.

This tuition reimbursement program will be implemented in compliance with the Internal Revenue Code, Section 132 as a Working Condition Fringe benefit. As such, tuition reimbursement payments are excludable from an employee's gross income, are not includable in the employee's W-2 and are not subject to tax withholding. However, if a refund of reimbursement is made, the employee should contact their personal tax professional to address any potential tax issues.

Completion of coursework shall in no way entitle an employee to automatic advancement on the salary schedule either to a higher classification or step by reason of such additional training.

Appendix 2

Livingston County Sheriff's Office Drug Testing Policy. (Jan 2020)

PURPOSE

- A. To establish and maintain a safe healthy working environment for all employees.
- B. To insure the reputation of the Livingston County Sheriff's Office and its employees. Having public trust and confidence that employees are drug free while providing service.
- C. To reduce the incidents of injury/damage to persons or property.
- D. To provide assistance toward rehabilitation for any employee who seeks the Sheriff's Office/County's help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

DEFINITIONS:

- A. Alcohol or Alcoholic Beverage – means any beverage that has an alcoholic content.
- B. Drug- means any substance (other than alcohol) capable of altering the mood, perception, or judgment of the individual consuming it. This also includes Anabolic Steroids.
- C. Prescribed Drug- means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal Drug- means any drug or controlled substance, the sale, possession or consumption of which is illegal.
- E. Supervisor/Command Officer- means the officer, acting officer or individual who is the employee's immediate superior in the chain of command.
- F. Impairment- weakening, diminishing or decreasing strength and value, physical or mental.
- G. Use- to avail oneself of, put to one's own purpose. To consume or expand by using.
- H. Employee Assistance Program- means Employee Assistance Program provided by the Sheriff's Office and or the County of Livingston
- I. Critical Incidents – an incident or event stressful enough to overwhelm the usually effective coping skills of an individual. Examples may include but are not limited to: Serious Injury or Death as a result of force being used. Serious injury or death as a result of a crash. Any shooting, or discharge of a firearm (outside of training) regardless of injury.

EMPLOYEE ASSISTANCE PROGRAM

- A. Any employee who feels that he/she has developed an addiction to, dependence upon or problem with alcohol or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance program can occur by self-referral, recommendation or referral by a supervisor. No employee will be disciplined as a result of any information disclosed by the employee during his/her efforts to enter or participate in the Employee Assistance Program.
- B. Request for assistance through "recommendation" or "supervisor referral" will be treated as confidential. "Self-referral" confidentiality will be maintained between the individual seeking help and Employee Assistance Program personnel.
- C. Rehabilitation itself is the responsibility of the employee. For employees enrolled in a formal treatment program, the Sheriff's Office will grant rehabilitation leave according to the sick time provisions in the collective bargaining agreement. Employees who have exhausted their accumulated sick leave will be allowed to use other accumulated compensatory time. The cost of the rehabilitation will be borne by the employer.
- D. To be eligible for continuation in employment on a rehabilitation pay basis, the employee must have been employed at least one year; must maintain at least weekly contact with the Sheriff's office; and must provide verification that he or she is continuously enrolled in a treatment program and actively participating in that program.

- E. Upon successful completion of treatment, the employee will be returned to active status without reduction of pay or seniority.

PRESCRIPTION DRUGS:

- A. Employees who are obliged to take prescription drugs(s) under the direction of a licensed medical practitioner shall advise their superior upon reporting to duty that they are under the influence of, or are required to take prescription drugs or internal medicine that may affect their work performance. When an employee is required to take prescription drugs or other medicine, a physician's statement may be required indicating whether or not the employee can perform his/her regularly assigned duties.
- B. No prescription drug shall be brought upon county property by a person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.

No employee who complies with (A) and (B) above, with respect to a particular prescription drug or other medicine, can be disciplined or required to attend employee assistance on account of that particular prescription drug or other medicine.

PROCEDURES FOR TESTING

- A. Demand for Testing

The Sheriff's Office may require departmental personnel to submit to a test for illegal drugs, prescription drugs, steroids, or alcohol if the test is being required on a reasonable basis.

- B. Standards for Determining Reasonable Basis
 - a. The test must be requested/ordered by a command officer. A "Command Officer" shall be deemed to be an officer of the rank of lieutenant or higher, or a supervisor acting in the capacity of command officer in the absence of a command officer. A supervisor however can initiate the request/investigation.
 - b. "Reasonable Basis" is defined to mean objective, articulable and specific facts which would support a reasonable individualized suspicion that the employee to be tested is using or has used substances which impair his or her ability to safely and effectively perform his or her duty. The specific facts shall be well documented by the supervisor.

- C. Preparation of Report

If the supervisor, based upon the criteria set forth above, determines that a test should be requested, he/she shall comply with the following procedure. First, the subordinate shall be notified they are immediately being placed on paid administrative leave. From this point until the test sample is taken, the supervisor will not leave the subordinate unattended. Once the employee is placed on administrative leave, the supervisor shall prepare a report reducing the objective facts and reasonable inferences drawn from those facts to writing and shall immediately furnish a copy to the employee at that same time. The employee shall then be given the opportunity to explain his/her behavior, action or appearance. Upon request, the employee shall have the right to Union representation.

- D. Review of Report

If, following the employee's explanation, the supervisor determines that a test is still required, he/she shall submit a copy of his/her report to their commanding officer (Lt. or above in rank). The commanding officer shall evaluate the report and explanation of the reason for requesting testing, and shall hear the employee's explanation for his/her behavior (if any) and the commander shall then determine if there is reasonable basis for the test.

- E. Demand for Testing

If the shift commander has determined that a test shall be ordered, the employee shall be advised that refusal to submit to the test shall be cause for discipline, up to and including discharge. Should an employee's tour of duty expire, or he/she otherwise be in an off duty status during the

order for testing process, the employee will be compensated precisely as if that employee were on active duty status, until the process of obtaining a specimen is completed.

- F. Drug Testing Procedure
The procedure followed in giving the drug test, including but not limited to the collection of the sample, shall be completed in the same manner as a “new hire” drug screen. Results of the screen will be compared to the current MCOLES list of acceptable levels.
- G. Alcohol Testing Procedure
Testing for alcohol will be performed by means of a blood test, at a licensed facility.

Employee Assistance and Discipline

- A. The Sheriff’s Office will take into account all the facts prior to making a decision on what to do with an employee who “fails” a drug/alcohol test. (EAP vs Discipline or a combination). Factors will include but not be limited to: employees’ health and wellbeing, public’s trust, office needs and a safe environment for all.
- B. The sheriff shall have the option to conduct as many as four (4) random drug tests on an employee who has completed the Employee Assistance Program in order to guarantee that the program has been completed successfully. No such random test may be given more than two (2) years following the date of the employees’ completion of the program.
- C. Drug tests will be automatic and not based on a reasonable basis if the employee is involved in a critical incident. Critical incidents are defined as; an incident or event, stressful enough to overwhelm the usually effective coping skills of an individual. Examples may include but are not limited to: Serious Injury or death as a result of force being used. Serious injury or death as a result of a crash. Any shooting or discharge of a firearm (outside of training) regardless of injury.
- D. Drug tests will be random if the employee is assigned to a narcotics team. Not to exceed 2 in one year (12 month period)

GREIVANCE PROCEDURE: (Union employees only)

All actions and decisions made pursuant to this Alcohol and Drug Policy shall further be subject to a “just cause” standard, and to the parties’ grievance and arbitration procedure.