

AGREEMENT

BETWEEN

**LIVINGSTON COUNTY
BOARD OF COMMISSIONERS**

and

LIVINGSTON COUNTY SHERIFF

And

POLICE OFFICERS LABOR COUNCIL

ON BEHALF OF THE

**SERGEANTS' UNIT
OF THE LIVINGSTON COUNTY SHERIFF'S DEPARTMENT**

Effective JANUARY 1, 2020, through DECEMBER 31, 2022



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**ARTICLE 1
AGREEMENT**

1.1: This Agreement, made and entered into this ____ day of _____, 2019, effective JANUARY 1, 2020, by and between the **LIVINGSTON COUNTY BOARD OF COMMISSIONERS** and the **LIVINGSTON COUNTY SHERIFF**, hereinafter referred to as “Employer,” and the **POLICE OFFICERS LABOR COUNCIL**, hereinafter referred to as “Union.”

**ARTICLE 2
RECOGNITION**

2.1: Collective Bargaining Unit. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer for the bargaining unit described herein.

Regular, full-time employees classified as Sergeants.

Excluding: All other Livingston County Sheriff's Department Personnel.

**ARTICLE 3
ASSOCIATION REPRESENTATION**

3.1: Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee whose sole functions shall be to meet with Employer representatives for the purpose of negotiating modifications to this Agreement. The committee shall be composed of two (2) stewards from the bargaining unit together with the Union's Business Agent. The Employer agrees to pay committee members at their regular straight time rate for all time lost from their regular schedule of work while in collective bargaining meetings with Employer representatives.

3.2: Stewards. The Employer agrees to recognize a chief steward elected by the Union from the bargaining unit and one (1) steward for each regular shift who shall be elected by that shift, except that the chief steward shall also serve as the steward for the shift on which he is working. All stewards shall function for the purpose of processing grievances in accordance with the grievance procedure established in this Agreement. Upon receiving permission from their immediate supervisor, they may investigate and/or present grievances in accordance with the grievance procedure during their regularly scheduled work hours without loss of pay 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. Alternates may be appointed to serve only in the absence of the duly elected or appointed steward. The Union shall advise the Employer in writing of the names of its stewards or alternates before they shall be recognized.

ARTICLE 4
UNION MEMBERSHIP AND DUES CHECKOFF

To the extent the laws of the State of Michigan permit, it is agreed that:

1. The current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.
2. The Employer agrees to make Union payroll deductions once each month from the pay of the employee who have authorized that such deductions be made as set forth in Subsections 4 and 5.
3. As soon as practicable following the decision to hire a new employee into the bargaining unit, the Employer shall notify the Union of newly-hired bargaining unit employees and provide the Union an opportunity during the onboarding process to meet with newly-hired bargaining unit employees to discuss the employees' options with respect to becoming or not becoming a member of the Union.
4. The County must have a current checkoff authorization in order to deduct from the wages of each individual employee in the bargaining unit consenting to the deduction of the applicable dues or fees. An Employee may withdraw the employee's checkoff authorization with the County by giving at least thirty (30) days written notice, or in accordance with applicable MERC decision or controlling precedent at the time of such withdrawal request, whichever period is greater, in writing to the Employer's Human Resources Office. The Union will be notified by Human Resources of a request to withdraw union dues authorization. The Parties acknowledge that such withdrawal with the County will not act to prejudice any contract remedy of the Union directly against the Employee.

The checkoff authorization form shall be provided by the Union, and will at all times comply with all applicable laws, regulations and precedent. The Union shall exclusively be responsible to defend any and all legal issues and administrative charges regarding the enforceability of provisions of the checkoff authorization form. Issues regarding the checkoff authorization form or enforceability of window periods are not subject to the arbitration provisions of this agreement.

5. Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payment of dues or fees directly to the Union.
6. Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
7. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to it attention by the employee or the Union.

8. If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).
9. The Union will protect, save harmless, and indemnify the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with the article of the Agreement.

**ARTICLE 5
RESIDUAL SUBCONTRACTING CLAUSE**

5.1: It is not the Employer's intention to decrease the number of positions in the department. It is understood, however, notwithstanding the foregoing, the Employer may not have available or sufficient manpower, proper equipment, capacity and ability to perform work within required amounts of time during emergencies or when work of the Department cannot be performed by bargaining unit employees on an efficient and economical basis. In the event that any of the foregoing necessitate subcontracting, the Employer shall have the right to subcontract work subject, however, to notification to the Union to insure that regular full-time employees are not laid off in the event of the need to subcontract.

**ARTICLE 6
SPECIAL CONFERENCES**

6.1: 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 in any way 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.

6.2: 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 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 Constitutions 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.
- G. To maintain order and efficiency; to establish reasonable rules and regulations and to enforce those rules and regulations; to discipline and discharge employees for just cause.

**ARTICLE 8
GRIEVANCE AND ARBITRATION PROCEDURES**

8.1: 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) days following the incident which caused the grievance. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

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

GRIEVANCE PRESENTMENT	
STEP 1:	The grievance shall be reduced to writing by the employee and/or Union representative and presented to his/her immediate supervisor within said ten (10) day period, requesting that the grievance be adjusted. The supervisor shall meet with the employee to discuss the grievance and will attempt to respond to said grievance within three (3) days of said meeting, but in no event more than six (6) days after the grievance has been presented to the supervisor. He/she shall have his/her 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 supervisor to discuss the grievance. The answer of the immediate supervisor may be given verbally.
STEP 2:	If the answer of the immediate supervisor received in Step 1 is not satisfactory to the employee, the grievance shall be appealed within three (3) days of receipt of the answer in Step 1 by submitting the grievance in writing, specifying the provisions of the contract allegedly violated and the facts thereof, and by signing his/her name to the grievance, to the Division Commander, or his/her designated representative. A copy of the grievance shall be sent to the Personnel Director of the County. Within five (5) days following receipt of the written grievance, the Division Commander, or his/her representative, shall schedule a meeting with the Local President and the affected employee for the purpose of discussing the grievance. The Division Commander, or his/her representative, shall submit a written answer to the affected employee and the Local President within ten (10) days following such meeting.
STEP 3	If the grievance is not satisfactorily resolved at Step 2, the decision rendered may be appealed to the Sheriff by giving the Sheriff written notice thereof within five (5) days following receipt of the Division Commander's written answer in Step 2. Upon appeal, the matter shall be reconsidered at a meeting scheduled within ten (10) days. The Union shall be represented at this meeting by the Local President and the Business Agent. 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) days following such meeting.
STEP 4	In the event that the grievance is not satisfactorily resolved in Step 3, the Union may appeal the matter to an arbitrator by giving the Sheriff written notice of intent to arbitrate within ten (10) working days following receipt of the Employer's answer in Step 3.

8.3: If a timely request for arbitration is filed by the Union on a grievance, the parties shall attempt to select within ten (10) days following the receipt by the Sheriff of the Union demand for arbitration as stated in Step 4, by mutual agreement, an arbitrator. If no agreement is reached, an arbitrator shall be selected from a panel supplied from the Federal Mediation and Conciliation Service (FMCS) under the rules of the American Arbitration Association (AAA). 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.

8.4: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall at all the 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 or awards thereunder if the arbitrator has exceeded his jurisdiction or has arrived at his award fraudulently or by improper means.

8.5: 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.

8.6: 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. If an employee elects to use the 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.

ARTICLE 9 STRIKES AND LOCKOUTS

9.1: 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 in the sole discretion of the Sheriff.

ARTICLE 10
DISCHARGE OR SUSPENSION

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 Sheriff; and the Employer recognizes and respects the statutory rights of the employees.

10.2: The Sheriff and/or his designate shall not discharge or suspend any employee without just cause. Any violation(s) which warrants 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.

10.3: All suspensions and/or discharges issued by designates of the Sheriff shall be reviewed by the Sheriff or his 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 position without loss of seniority or wages for the period of his discharge or suspension.

10.4: 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. Without 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 his 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 own choosing.

10.5: 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 by any law enforcement officers covered by this Agreement. 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 11 SENIORITY

11.1: Upon completion of an employee's probationary period, he/she shall be granted seniority, and his/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/her request.

11.2: Loss of Seniority. An employee shall lose his/her seniority and employment for the following reasons:

- A. By voluntary termination. Note: 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/her inability to call in or return as required.
- B. By retirement.
- C. By layoff which exceeds one (1) year.
- D. He/she is discharged and not reinstated.
- E. If he/she fails to report for work within ten (10) days following notification of recall from layoff sent by certified mail, return receipt requested, to his/her last known address.
- F. A settlement with the employee has been made for total disability.
- G. Conviction of a felony.

ARTICLE 12 PROBATIONARY PERIOD

12.1: New employees hired in the bargaining unit shall be considered probationary employees for the first twelve (12) months of their employment. If more than fourteen (14) consecutive days are lost from work, an employee's probationary period shall be extended by the number of days that an employee is absent from work during the probationary period. An employee who fails to satisfactorily complete the probationary period(s) shall be returned to their former classification. Employees who wish to be returned to their former classification within the probation period shall be returned.

ARTICLE 13 LAYOFF AND REHIRE

13.1: Layoff. In reducing the work force, the last employee hired/promoted in the classification sergeant shall be the first employee laid off provided employees with more seniority in the

classification sergeant are qualified to perform the work available. The last employee laid off shall be the first employee re-hired, provided the employee is qualified to fill the open position. The president-elect shall have top seniority and shall continue to work as long as a job prevails which he/she is qualified to perform. However, should the President elect to be laid off, he/she shall be re-hired in accordance with his/her position on the seniority lists.

13.2: Notification. Employees affected by a permanent reduction in force shall be notified of their pending layoff two (2) calendar weeks in advance. The notice for informational purposes shall state the reasons for such action. A copy of the notice will be simultaneously forwarded to the Union.

13.3: Recall. Notice of re-hire may be made by telephone and shall be confirmed by certified mail to the employee's last address of record. An employee shall reply to the certified re-hire notice within three (3) working days following receipt of such notice or the Sheriff may assume that the employee has voluntarily resigned and the Sheriff shall re-hire the next eligible employee from the seniority list qualified to perform the work available. An employee, upon request, may be granted up to ten (10) working days to return to work at the discretion of the Sheriff only.

ARTICLE 14 VACATIONS

14.1: On or before the first of January for the duration of this Agreement, the Sheriff shall post a seniority list on which vacation times shall be scheduled by all employees covered by this Agreement.

14.2: The seniority list shall be posted on the Union activities bulletin board for the entire month of January. Only vacation time currently banked and vacation that shall be banked before the date requested may be used in the vacation pick. Employees failing to request a vacation time thereon during the month of January shall forfeit all seniority rights to choice of vacation time.

14.3: Effective January 1, 2015, employees shall accumulate vacation days as provided herein. Vacation time shall be accrued and credited per pay period, with approximately 1/26th the annual amount to be earned each pay period.

YEARS OF SERVICE	ACCRUED HOURS
1 YEAR'S SERVICE BUT LESS THAN 5 YEARS' SERVICE	80 HOURS
5 YEARS' SERVICE BUT LESS THAN 10 YEARS' SERVICE	120 HOURS
10 YEARS' SERVICE AND THEREAFTER	160 HOURS

In addition to the above accumulated vacation days, employees may purchase up to eighty (80) additional hours of vacation at their straight time rate. For purposes of this agreement, purchased vacation days shall be treated the same as accumulated vacation days.

14.4: Employees may accumulate one and one-half (1½) times their annual drop or accrual vacation accumulation to which they are eligible. Time earned in excess of one and one-half (1½) times the annual accumulation not taken by the last full pay period that includes December 31 shall be paid to the employee at his/her rate of pay.

14.5: If an employee falls ill during his vacation period and is cared for by a duly licensed physician, he/she shall be allowed to convert the number of vacation days ill to paid sick leave providing 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 by the Sheriff.

14.6: 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.

14.7: The Sheriff shall retain the right to limit the number of employees on vacation at any one time and to reschedule vacation periods when vacation periods requested by personnel would interfere with the operation of the Sheriff's Department.

14.8: Vacation days shall be considered from 0001 hours to 2400 hours.

ARTICLE 15 HOLIDAYS

15.1: Employees covered by this Agreement will have the following paid holidays:

#	HOLIDAY	DATE
1	NEW YEAR'S DAY	JANUARY 1 ST
2	WASHINGTON'S BIRTHDAY	3 RD MONDAY IN FEBRUARY
3	GOOD FRIDAY	FRIDAY BEFORE EASTER
4	EASTER SUNDAY	VARIES
5	MEMORIAL DAY	LAST MONDAY IN MAY
6	INDEPENDENCE DAY	JULY 4 TH
7	LABOR DAY	1 ST MONDAY IN SEPTEMBER
8	COLUMBUS DAY	2 ND MONDAY IN OCTOBER
9	VETERANS' DAY	NOVEMBER 11 TH
10	THANKSGIVING DAY	4 TH THURSDAY IN NOVEMBER
11	DAY AFTER THANKSGIVING DAY	4 TH FRIDAY IN NOVEMBER
12	CHRISTMAS EVE DAY	DECEMBER 24 TH
13	CHRISTMAS DAY	DECEMBER 25 TH

15.2: Employees scheduled to work on a holiday, the day preceding a holiday and/or the day following a holiday must report for work according to their schedule or be on an authorized leave of absence with pay in order to be paid for the holiday. Failure to report for work as scheduled or to make known the reason for the absence as required under Section 16.5, 16.6, 16.7 and 16.8 may result in loss of pay for the holiday and/or be cause for disciplinary action.

15.3: Holiday Pay. Employees working eight (8) hours shifts who do not work on a holiday shall receive eight (8) hours pay for that holiday. Officers who work a holiday (8 hours) shall receive time and one-half for all hours worked on the holiday, plus the eight (8) hours of holiday pay. Employees working twelve (12) hour shifts who do not work the holiday shall receive eight (8) hours for that holiday, and employees that do work the holiday shall receive time and one-half for all hours worked on the holiday, plus the eight (8) hours of holiday pay.

15.4: The Sheriff or his designee reserves the right to schedule personnel on holidays. Employees assigned to functions deemed non-essential services may, at the discretion of the Sheriff, be scheduled off on the holidays. In such case, those employees will be compensated as outlined in Example A above. The subparagraph does not apply to employees working twelve (12) hour shifts.

ARTICLE 16 LEAVES OF ABSENCE

16.1: Personal Leave. An employee may request a personal leave of absence for a period not to exceed six (6) calendar months in any one (1) calendar year. All requests must be made in writing and approved by the Sheriff. A personal leave of absence may be granted in cases not covered by the FMLA as approved by the Sheriff. All personal leaves of absence shall be without pay, and the employee will not accumulate sick leave or vacation time, nor will the employee be paid for holidays which may fall during his/her leave. When a leave of absence is granted for more than thirty (30) calendar days for whatever reason (other than a medical leave), the Sheriff does not guarantee that the employee will be reinstated in his former position. However, every effort will be made to place the employee in a position for which he/she is qualified. If no positions are available, the employee will be given top consideration as job openings occur in line with their qualifications.

16.2: During the period of absence, the employee shall not engage in gainful employment and must pay BC/BS and any other insurances provided for hereunder, including, but not limited to, life insurance premiums, to the County Clerk's office to keep the policies in force.

16.3: 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 one (1) working day for each full calendar month of service. Sick leave days may be used upon completion of the **first** ninety (90) days of new hire probationary period, at which time an employee shall be credited with six (6) sick leave days. No sick leave payment for any reason shall be made to newly hired employees during first ninety (90) days of their employment probationary period. The term "day" or "days" shall mean eight (8) hours for employees working both eight (8) hour shifts and twelve (12) hours shifts.

16.4: Sick leave days may be used for:

- A. Doctor and/or Dentist appointments.
- B. Funeral attendance (see Article 18).
- C. Short term illness.
- D. Care for a sick member of the family defined as a "legal dependent".
- E. Medical leaves of absence (see Section 16.13).
- F. Exposure to a contagious disease (a physician's statement shall be required recommending absences).
- G. Lost time not covered by Worker's Compensation but not to exceed regular straight time salary.

16.5: The term "legal dependent" used herein means employee's spouse, children and other persons solely dependent upon the employee for their entire support.

16.6: Sick leave days may accumulate to a maximum of one hundred (100) days.

16.7: 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, from his physician qualifying his ability to return to work.

16.8: Notification. When an employee finds it necessary to be absent for any reason, he shall cause the facts to be reported to his supervisor prior to the date of absence when possible and, in any event, such report must be made at least two (2) hours 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 shall subject the employee to disciplinary action.

16.9: Use of sick leave for personal business is not allowed, and its use as such may also be cause for disciplinary action, except as provided in Article 48.

16.10: Employees who abuse the sick day privilege policy by using most of their accumulated sick leave as they become eligible for sick day pay shall be issued a written reprimand for excessive absenteeism. An employee receiving two (2) written reprimands within a twelve (12) month period shall 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 shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

16.11: Sick Leave Payoff. Any hours accumulated in excess of 800 hours shall be paid out to the employee at fifty (50%) percent if unused at the end of each calendar year.

16.12: Sick Leave Payoff Upon Retirement or Death. After an employee retires or at death, the Employer will pay to the employee or the employee's estate in the event of death, seventy-five (75%) percent of unused accumulated sick leave up to a maximum accumulation of one hundred (100) days. Accumulated sick leave shall be converted to a monetary amount, based on the employee's regular

straight time hourly rate of pay in effect at the time of retirement or death, and paid to the employee or the employee's estate.

E X A M P L E	MAXIMUM ACCUMULATION:	100 Days
	RATE OF PAY:	\$21,000 annually = \$10.10 per hour
	DURATION OF PAYMENTS:	84 months (7 years)
	RATE OF PAY-OFF:	75%
	MAXIMUM DAYS FOR PAY-OFF:	100 days x 75% = 75 days
	MAXIMUM HOURS FOR PAY-OFF:	75 days x 8 hours per day = 600 Hours
	MONETARY TOTAL PAY-OFF:	600 Hours x \$10.10 per hour = \$6,060.00
	MONTHLY INSTALLMENT PAYMENT:	\$6,060.00 ÷ 84 months = \$72.14 per month

16.13: Medical Leaves of Absence. When recommended by an employee's personal physician in writing, a medical leave of absence for a three (3) month period will be granted by the Sheriff. Such leave may be extended for a like three (3) month period or shorter period, within the sole discretion of the Sheriff, up to a maximum of one (1) year. Such extension, 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 three (3) months, if granted, will be allowed and credited as continuous county service, i.e. seniority continues for the three (3) months only. The employee shall be entitled to his former position or a position for which he is able and capable of performing upon return to work. A medical leave of absence shall be without pay and other fringe benefits, except an employee may use his accumulated sick leave time and accumulated vacation time to avoid loss of wages during such leave.

16.14: The Employer shall continue to pay the employee's Blue Cross/Blue Shield premiums and any other insurances provided for hereunder, including but not limited to, Life Insurance Premiums for ninety (90) calendar days during the time of such medical leave of absence. After the ninety (90) day period, the employee must make arrangements to pay his premiums to the County Clerk in accordance with the federal law. No employee shall become gainfully employed while on a leave of absence without written permission of the Sheriff.

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

16.16: Payment of Insurance. An employee who is laid off or is on a non-medical non-paid leave of absence, must assume the required premiums for all insurance commencing the first month immediately following such layoff or leave of absence in accordance with the federal law.

16.17: 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 employee shall be deferred until the completion of the actual, continuous work time required for advancement to the next step increase.

16.18: The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act in addition to rights contained under this contract.

16.19: The parties acknowledge that they are bound by the Americans with Disabilities Act ("ADA"), the Family and Medical Leave Act ("FMLA"), and their amendments.

ARTICLE 17 MEDICAL EXAMS

17.1: The Sheriff's Department may require a physical and/or psychological exam by a doctor, at the Employer's expense, to determine the employee's ability to perform his/her 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 split 50-50 by the Employer and the employee if not covered by the employee's insurance.

17.2: The Employer reserves the right to request an employee to take a test for non-prescribed controlled substances 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 at Appendix B.

ARTICLE 18 BEREAVEMENT LEAVE

18.1: In the event that a death occurs in an employee's immediate family, i.e., spouse, parent, child, brother or sister, grandparent, mother-in-law and father-in-law, the employee, on request, will be entitled to three (3) days off with pay for the purpose of attending the funeral and/or making funeral arrangements. If any additional funeral leave is requested, it shall be deducted from the employee's sick leave up to a maximum of two (2) additional days.

18.2: Pall bearers service (maximum of one (1) day). This leave shall be taken from paid leave or compensatory time, whichever is elected by the employee.

18.3: An employee excused from work under this provision shall, after completing required forms, receive the amount of wages, exclusive of any and all premiums that he would have earned by working straight time hours on such scheduled days of work for which he was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

18.4: In addition to bereavement leave, as set forth above, in the event the employee seeks to extend the bereavement leave for the death of a parent, spouse, child, brother, sister, mother-in-law or father-in-law, or in the event of a death of a grandparent, brother-in-law, sister-in-law, grandchild or other dependent living directly with the employee (i.e., foster child), the employee shall be permitted to use two (2) days from his sick leave days to attend the funeral. When a death occurs to a member of the employee's immediate family who resides in another state, additional sick leave time may be granted

by the Sheriff for travel time. However, the maximum leave (sick and bereavement) shall not exceed five (5) working days.

ARTICLE 19 MILITARY LEAVE

19.1: The Employer will abide by all mandatory and Federal law dealing with military leaves of absence.

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

ARTICLE 20 MEDICAL AND HOSPITALIZATION INSURANCE

20.1: The Employer shall provide full family Blue Cross/Blue Shield Community Blue PPO Option 4 which provides 80% coverage with an annual deductible of \$500/\$1,000 and annual co-insurance maximum of \$1,500/\$3,000. The plan will have a 3-tier drug card of \$2/\$25/\$50 and a 2 times mail order benefit. Employees hired with the Sheriff's Office prior to June 30, 2011 shall pay 10% of the premium/illustrated rate for medical coverage. Employees hired into any bargaining unit position from outside the county on or after June 30, 2011, contribute 20% of the cost of their selected health and dental benefits (plus buy-up costs), with the base benefit being PPO 4 benefits and Rx benefits as described above.

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.

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 new network.

20.2 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 \$1800.00 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 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.

20.3 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.

20.4 Consistent with Resolution 2019-08-121, elective abortion coverage is eliminated from all health plans.

ARTICLE 21 LIFE INSURANCE

21.1: The Employer shall provide, to permanent full-time employees only, a \$40,000 term life insurance policy. The entire premium shall be paid for by the Employer.

ARTICLE 22 WORKER'S COMPENSATION

22.1: The Employer agrees to provide Worker's Compensation insurance in accordance with the Worker's Compensation laws of Michigan. Any employee sustaining an occupational injury, for which compensation is paid by the Worker's Compensation insurance carrier, but not including the voluntary settlement of a disputed claim, shall receive from the Employer a salaried payment equal to the difference between the compensation benefits and his/her regular biweekly straight time salary for a period not to exceed three (3) calendar months, less normal tax withholdings. The Employer further agrees to provide, if possible, a position that the employee is able and capable of performing upon termination of his Worker's Compensation injury if a position is available. Fringe benefits shall terminate after an employee has been on Worker's Compensation for one hundred eighty (180) days.

ARTICLE 23 BOND AND LIABILITY INSURANCE

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

23.2: Liability Insurance. The Employer agrees to notify the Union if it is changing from its liability coverage with its current carrier, and if such change occurs, the Union will be entitled to negotiate regarding the same.

ARTICLE 24
DENTAL INSURANCE

24.1: Effective the first plan year after ratification in 2014, the employer will make available to unit employees dental coverage with a 100/50/50 \$1200 max per member (no orthodontics) a copy of the summary plan description is attached. Employees shall pay 10% of the premium/illustrated rate for dental coverage effective January 1, 2013. Employees hired into any bargaining unit position from outside the county after ratification or June 30, 2011, whichever is sooner, contribute 20% of the cost of their selected health and dental benefits. All such payments shall be by payroll deduction.

ARTICLE 25
WORK SCHEDULE

25.1: Employees covered by this Agreement working eight (8) hour shifts are scheduled for work on the basis of eighty (80) hours bi-weekly. No employee shall be 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 work day schedule shall consist of three (3) shifts per day, each equal to eight (8) hours per day, inclusive of paid lunch periods. Employees scheduled to work twelve (12) hour shifts shall be paid for eighty (80) hours and may choose to have the remaining four (4) hours in straight pay or straight compensatory time. The Sheriff shall have the authority to make all personnel shift assignments and/or changes he 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.

Employees covered by this agreement that are scheduled on a twelve (12) hour per work day, shall be scheduled to work on the basis of up to eighty-four (84) hours bi-weekly. No employee shall be scheduled to work more than four (4) consecutive twelve (12) hour days except when a state of emergency exists and is declared as such by the Sheriff or the Board of Commissioners. The basic work day schedule shall consist of two shifts per day, each equal to twelve (12) hours per day, inclusive of paid lunch periods. The Sheriff shall have the authority to make all personnel shift assignments and/or changes he deems necessary to maintain and/or improve the operation in the Department, providing such shift assignments and/or changes are not made arbitrarily or capriciously.

All employees shall not be required or permitted to work more than sixteen (16) hours in a twenty-four (24) hour period, unless deemed necessary by the Sheriff or his designee in an emergency situation or unless the employee is scheduled to be off the next day after the overtime in which case the employee may work eighteen (18) hours in the twenty-four (24) hour period.

ARTICLE 26
SHIFT PREFERENCE

26.1: On November 1st of each year during the term of this Agreement, the Sheriff shall post a seniority list for the purpose of allowing officers to indicate their shift preferences for each of the four (4) quarters of the ensuing calendar year. The seniority list shall remain posted for the first

fifteen (15) days of November. Sergeants shall be entitled to shift assignments by seniority.

26.2: Officers failing to register a shift preference during the first fifteen (15) days in November, forfeit all seniority rights regarding shift assignments.

26.3: Officers may trade shifts with prior written approval of the Sheriff.

26.4: The Sheriff retains the right, solely and exclusively, to determine, within his discretion, how many officers shall be on each shift.

26.5: The Sheriff shall inform the officers of their shift on or before November 25.

ARTICLE 27 OVERTIME

27.1: Overtime for employees working eight (8) hour shifts shall be paid for all authorized hours worked in excess of eight (8) hours in any scheduled shift or in excess of eighty (80) hours worked in any bi-weekly pay period at the rate of time and one-half (1 1/2) the employee's regular straight hourly rate of pay. Overtime at the rate of two and one-half (2 1/2) times shall be paid for all overtime hours worked in excess of eight (8) hours worked on a holiday. Overtime for employees working twelve (12) hour shifts shall be paid for all authorized hours worked in excess of twelve (12) hours in a scheduled shift or in excess of eighty-four (84) hours worked in any bi-weekly pay period. Overtime shall be paid on the payday for the pay period in which overtime was worked when possible, but no later than on the next scheduled payday following the pay period in which it was worked. If any employee is compelled by the Employer to work back-to-back shifts, then they shall be paid overtime. If an employee trades shifts, or, if any employee changes shifts by shift preference, then no overtime shall be paid.

27.2: Notwithstanding any other provisions contained in this contract to the contrary, employees covered by this Agreement have the option to exchange any overtime hours earned for comp time under the following conditions:

- A. A maximum accrual of comp time of sixty (60) hours for each calendar year.
- B. Any usage or partial usage of comp time will be subtracted from the maximum of sixty (60) hours so that the employee can accumulate, once again, to sixty (60) hours.
- C. Employees shall be allowed to carry forward up to a maximum of thirty-six (36) hours of comp time to the succeeding year. Accumulated comp time will be paid off at the end of each calendar year at the same rate it was earned if not taken. Payment shall be made within sixty (60) days after the end of the calendar year.
- D. The comp time option will be made by the employee at the pay period that it is earned per the employee's turning in of his/her time report.
- E. An employee may use earned comp time only with the prior approval of the Sheriff or his designee, which shall be within his sole discretion.

**ARTICLE 28
CALL-IN**

28.1: Voluntary call-in overtime shall be rotated on the basis of seniority in accordance with departmental policy. Call-in overtime is defined as when an officer is not on duty and is required to return to work. If an employee is missed on the call-in list, the employee shall be allowed by the end of the next pay period to work eight (8) additional hours at his/her shift choice at the overtime rate for the overtime opportunity missed.

28.2: An officer on duty can be required to work four (4) hours overtime, or more, in emergency or manpower shortage situations.

28.3: In the event of manpower shortages, the Sheriff or his designee shall abide by the prior practice of calling in another officer from the overtime list.

**ARTICLE 29
CALL BACK AND/OR COURT TIME**

29.1: Employees who are called back to work after leaving the Employer's premises shall receive three (3) hours call back, inclusive of court appearances.

29.2: Employees covered by this Agreement who are assigned to the following specialty units:

1. Livingston Regional SWAT
2. Tactical Response Team
3. Underwater Search and Recovery Team
4. Detective Bureau
5. Hostage Negotiation Team
6. K-9 Officer(s)
7. Traffic Safety Bureau
8. Jail SRT

In the instance where an employee that is assigned to one or more of the above specialty units is called back to work in the specialty unit assignment capacity leaving the Employer's premises, and is cancelled prior to reaching the Employer's premises or designated work location, that employee shall receive three (3) hours of compensatory time calculated at the straight time rate.

**ARTICLE 30
PAYMENT FOR AND WORK IN A HIGHER CLASSIFICATION & SHIFT PREMIUM**

30.1: An employee assigned to work in a higher classification for a period of five (5) consecutive scheduled work days shall receive the higher rate for those days.

30.2: Unit employees shall receive a shift premium of thirty-five (\$.35) per hour for time worked between 1800 and 0600 hours, irrespective of shift start time.

ARTICLE 31 NEW STATIONS

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

ARTICLE 32 RETIREMENT PLAN

32.1: Effective July 1, 1994, employees covered by this Agreement hired on or before January 1, 2014 or whom were hired from another County bargaining unit in which the employee was provided a MERS DB plan shall continue to participate in the county-adopted retirement program administered by the Michigan Municipal Employees' Retirement System as provided by Act 135, the Public Acts of 1945, as amended including the B-3 benefit level, the E-2 escalator, the F-50 with 25 years of service waiver and FAC-3.

32.2: Beginning the second pay in December, 2011, all eligible employees hired on or before January 1, 2014 shall contribute 5% of MERS eligible payroll on a pre-tax basis via payroll deduction, to be paid by the employees through payroll deduction toward the B-3 pension plan described above with the Employer contributing the balance.

Employees hired into any bargaining unit or non-union position from outside the County after ratification or June 30, 2011, whichever is sooner but prior to January 1, 2014, contribute 5% of MERS eligible payroll on a pre-tax basis via payroll deduction for MERS benefit as described in 32.1, except they receive a B-2 benefit.

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. Such payments shall be by payroll deduction.

32.3: 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.

32.4: Employees hired on or before June 30, 2011 who retire during the period of this Agreement who are immediately eligible for retirement benefits shall be entitled to continue up to two (2) person health and hospitalization coverage under the same group plan offered to active employees, until the employee is eligible for Medicare. Retirees shall be subject to the same premium contributions as active unit employees.

Thereafter, when Medicare eligible, such an employee may participate in Blue Cross/Blue Shield Medicare Supplement insurance. This continued health and hospitalization insurance which shall not include prescription drugs and the Medicare Supplement insurance shall be at the Employer's expense. Medicare eligible retirees 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 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 dependent have available coverage by any other source that is equal to or better than that of current employees. At the time a retiree submits application for this coverage and each year thereafter, he/she must certify that such other coverage is not available.

32.5: All Employees hired into any bargaining unit or non-union position from outside the County 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 32.4, or may make a one-time irrevocable election to go to the Retiree Health Savings Program. If the employee chooses the Retiree Health Savings Program, at their option, shall receive a one-time payment of \$18,000 as either cash or as a pre-tax contribution to the Retiree Health Savings Account in the employee's name. Future Employer pre-tax contributions are 4% of base salary, paid quarterly, to the individual 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 33 CREDIT UNION

33.1: 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 Credit Union.

**ARTICLE 34
UNIFORMS AND CLEANING**

34.1: The Employer shall continue furnishing uniforms, shoes and other wearing apparel as it has in the past.

Each employee employed as a full-time detective sergeant shall receive an annual clothing allowance of five hundred (\$500.00) dollars to be paid as follows: Two hundred fifty (\$250.00) dollars on the first payday in January of each year, and two hundred fifty (\$250.00) dollars on first payday in July of each year.

34.2: Cleaning. The Employer will provide cleaning for all uniformed sergeants as it has in the past provided, however, employees will be responsible for picking up and dropping off their own clothing at a cleaners designated by the Employer.

34.3: While the Employer recognizes that for professional as well as hygienic reasons, it is a prudent endeavor to keep uniforms clean, the Union recognizes that undue usage of the cleaning policy cannot be tolerated. As such, any employee found to be abusing the cleaning privilege may be subject to disciplinary action.

34.4: Boot/Shoe/Supplemental Equipment Reimbursement - The employer will provide \$200 annually for the purchase of footwear and supplemental equipment which, if not used each year, may accumulate up to a maximum of \$400. If the balance of the account is not used, it shall carry-over from year to year until reaching \$400 without penalty.

**ARTICLE 35
TUITION REIMBURSEMENT**

35.1: Beginning January 1, 2012, employees are eligible for tuition reimbursement as described in Appendix A.

**ARTICLE 36
SUCCESSOR CLAUSE**

36.1: The parties agree that the employees covered hereby will not be subject to discharge solely because of political reasons. Therefore, to the extent that it is not contrary to, or does not infringe upon, the statutory rights of the Sheriff, the parties agree that political considerations shall not be a factor in the termination of employment of any employee covered hereby.

**ARTICLE 37
EXTRA CONTRACT AGREEMENT**

37.1: 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 38
UNION ACCESS**

38.1: The Employer and the Sheriff agree that they will 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.

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

**ARTICLE 39
SAFETY PROCEDURES**

39.1: 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 40
MARINE DIVISION, UNDERWATER RECOVERY UNIT, AND TACTICAL RESPONSE
TEAM**

40.1: Marine Division. Full-time employees covered by this Agreement may volunteer to work in the Marine Division. Contractual overtime pay provisions will be applicable only to those officers assigned to work marine duty full-time. Full-time employees volunteering to work marine duty part-time will be paid at rate of 1.5 times their hourly rate for hours worked while participating in Marine Division operations.

The Sheriff may choose to hire part-time employees to supplement the marine division. Full-time employees covered by this Agreement shall not be limited by or replacing by part-time employees

working marine duty. Part-time employees will only be used to work marine duty in the event that openings exist after full-time employees have had the opportunity to work each opening.

40.2: All dive team members covered by this Agreement will participate in at least eight (8) mandatory training sessions annually with the Livingston County Dive Team as directed by the dive team leaders. The employee will be compensated at their regular rate of pay for four (4) of these training sessions. In order to accomplish this, the employee's schedule will be adjusted. The employee will be compensated at one and one-half (1.5) times their regular hourly rate for the other four (4) sessions. The rate of pay will be rotated every other session with the first session being at their regular rate of pay.

Divers completing certification dives whether confined or open water will be compensated at their regular rate of pay. In order to accomplish this, the employee's schedule will be adjusted.

40.3: Underwater Recovery Operations. Dive team members covered by the Agreement who act as a diver, dive master, rope handler, boat driver shall be paid 2.5 times their regular hourly rate while participating in recovery operations.

40.4 Tactical Response Team / Jail SRT. Full-time employees covered by the Agreement who are assigned to the Tactical Response Team or Jail SRT shall be paid 2.5 time their regular hours while participating in tactical operations while on-scene.

ARTICLE 41 AMMUNITION

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

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

ARTICLE 42 WEAPON QUALIFICATION

42.1: Weapons Qualification. All employees in the bargaining unit who are required to carry sidearms shall qualify with their sidearm 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, he will be provided with practice ammunition as is necessary in order to practice for qualification. Employees who fail to qualify will 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.

42.2: 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. For those employees who have to qualify at time other than their normal working hours, they shall receive their regular hourly rate of pay during the hours they are scheduled to qualify.

ARTICLE 43 LOCKERS

43.1: The County shall furnish to each employee in the bargaining unit a storage locker for their personal use. A copy of the combination and/or the key shall be provided to the Sheriff. Either the employee or Union representative shall be present during the examination.

ARTICLE 44 USE OF CARS

44.1: Mileage. Should it be necessary for an employee of the bargaining unit to use his personal car in the performance of County business, that employee is to be reimbursed at the rate of twenty-eight (\$.28) cents per mile.

ARTICLE 45 GENDER CLAUSE

45.1: 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 46 PAYCHECKS

46.1: Paychecks shall be made available every other Thursday at 7:00 a.m. Effective after ratification at a time determined by the Employer all employees within the bargaining unit go to direct deposit/debit card (paperless) for payroll (funds may be deposited into accounts at up to three (3) banks).

**ARTICLE 47
LONGEVITY**

47.1: All regular full-time employees 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 number of complete months he/she received full compensation.

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

Effective January 1st of each year the longevity bonus payment schedule shall be as follows:

YEARS OF CONTINUOUS SERVICE	ANNUAL BONUS
5 YEARS OR MORE, BUT LESS THAN 11 YEARS	ONE PERCENT (1%)
11 YEARS OR MORE, BUT LESS THAN 16 YEARS	TWO PERCENT (2%)
16 YEARS OR MORE	THREE PERCENT (3%)

**ARTICLE 48
PERSONAL LEAVE DAYS**

48.1: Employees shall be entitled to four (4) personal leave days per year. Personal leave days shall not accumulate from year to year.

48.2: Two (2) such personal leave days shall be deducted from the employee's accumulated sick time. Two (2) such personal leave day of 12 hours shall be in addition to all other time off and shall not be deductible from sick leave. Employees must have the prior approval of the Sheriff before personal leave days are used.

48.3: Personal leave days shall not be allowed to be taken for the first six (6) months of employment. Personal leave days will be prorated on a monthly basis, based upon the commencement of the anniversary date of the employee.

**ARTICLE 49
NON-DISCRIMINATION**

49.1: The parties to this Agreement shall not discriminate predicated upon age, religion, physical handicap, sex, marital status, race, creed, or national origin, as required by law.

**ARTICLE 50
SAVINGS CLAUSE**

50.1: If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

50.2: To the extent required by MCL 423.215(7), an emergency manager appointed under the Local Government and School District Financial Accountability Act (being MCL 141.1501, et seq.) may reject, modify or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act.

**ARTICLE 51
WAIVER**

51.1: The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically referred to or covered by this Agreement.

**ARTICLE 52
EFFECTIVE DATE AND TERMINATION OF AGREEMENT**

52.1: This Agreement shall remain in full force and effect commencing on the 1st day of January, 2020, through the 31st 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 this 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.

**ARTICLE 53
CLASSIFICATION AND WAGES**

53.1: Sergeants of the Livingston County Sheriff's Department will be paid as follows:

<u>Step</u>	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>
Hire	\$66,199.73	\$67,192.73	\$68,200.62
6 Month	\$67,524.01	\$68,536.87	\$69,564.93
1 Year	\$68,874.14	\$69,907.26	\$70,955.87
2 Year	\$70,252.18	\$71,305.96	\$72,375.55
3 Year	\$71,657.66	\$72,732.53	\$73,823.51
6 Year	\$74,450.25	\$75,567.00	\$76,700.51

<p>In Years 2021 and 2022, should the Board of Commissioners approve more than at 1.5% across the board increase for the non-union employees, the Sergeants wage scale will be increased by the same percentile.</p>

Effective January 1, 2020, the Corrections Sergeants will be moved to the Road/Detective Scale to the step that gives them an increase in pay. Sergeants progress to the next step on the scale on their anniversary/step date. In order to progress to the 6 Year Step, a Sergeant must have at least 6 years in the Sergeant rank.

53.2: By current law, the 2014 wage increase is *not* permitted to be retroactive, but if HB 5097 passes in 2014 and is given retroactive effect by the Legislature, those unit employees permitted by HB 5097 to receive retroactive wages will be provided retroactive pay for the percentile wage increases (but not for the addition of a 6-year step) 2014 for employees actively employed at date of ratification by both parties.

53.3 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.

**ARTICLE 54
FLEXIBLE BENEFITS**

54.1: 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 1st to December 31st 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 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

POLICE OFFICERS LABOR COUNCIL

LIVINGSTON COUNTY

_____	_____
_____	_____
_____	_____

APPENDIX A

TUITION REIMBURSEMENT

Any regular full-time employee covered by this Agreement 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 B

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.

LIVINGSTON COUNTY SERGEANTS / POLC

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