AGREEMENT

Between

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

and

POLICE OFFICERS LABOR COUNCIL / GOVERNMENT EMPLOYEES LABOR COUNCIL

ON BEHALF OF

LIVINGSTON COUNTY TELECOMMUNICATORS ASSOCIATION

Effective January 1, 2024 through December 31, 2026

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ARTICLE 1
AGREEMENT

1.1. This Agreement made and entered into this ____ day of _____, 2024, effective January 1, 2024, by and between the LIVINGSTON COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "Employer," and the POLICE OFFICERS LABOR COUNCIL / GOVERNMENT EMPLOYEES 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 Dispatcher and Shift Leaders employed at the Livingston County 911 Dispatch Center.

Excluding: All other County employees.

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 comprised of two (2) employee representative from the bargaining unit together with the Union's business agent. The Employer agrees to pay the employee representatives at his/her regular straight time rate for all time lost from his/her 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 may be elected by that shift, except that the chief steward shall also serve as the steward for the shift on which he/she is working. All stewards may 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 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
AGENCY SHOP AND DUES CHECK OFF

4.1. The Employer 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 discriminate against any Employee who chooses not to be a member of, or not to pay dues/fees to the Union.

4.2. Upon completion of thirty (30) days of employment, membership in the Union or compliance with payment of the representation fees shall be voluntary. 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 successful completion of thirty (30) days of employment.

4.3. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member or who voluntarily authorizes the payment of representations fees, subject to all of the following conditions:

A. The Union shall obtain from each employee who voluntarily agrees to become members or pay a representation fee a completed Check-Off Authorization Form which shall conform to the respective State and Federal law(s) concerning that subject.

B. All Check-Off Authorization Forms shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.

C. The Employer shall check-off obligations which come due at the time of check-off, and will make check-off deduction only if the Employee has enough pay due to cover such obligation. If an employee withdraws his/her check-off authorization form, in writing to the Employer and the Union, no deduction shall be made commencing with the first full pay-period after the authorization was withdrawn. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.

D. 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 a remittance is transmitted, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

E. The Union shall provide at least thirty (30) days' written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the

wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.

F. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

4.4 The Parties agree that should the right to work legislation be overturned though the courts or modified by the State of Michigan, the parties agree to meet and bargain over amendment of this section of the Collective Bargaining Agreement.

ARTICLE 5
SPECIAL CONFERENCES

5.1. Upon mutual agreement of the parties, they shall meet and confer upon any terms of this Agreement needing clarification following 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 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.

5.2. Employee representatives of the Union at special meetings shall receive no compensation for time spent preparing for or in special conferences.

ARTICLE 6
MANAGEMENT RIGHTS

6.1. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its department and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations;

to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, demote, discharge, layoff and recall personnel; to establish, amend, supplement or delete work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill of employees; to establish and change work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operations as in the past, or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

6.2. Delegations. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

ARTICLE 7
GRIEVANCE PROCEDURE

7.1. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

7.2. Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such grievance, dispute or complaint promptly through the following steps.

STEP 1. Any employee having a grievance shall initiate the matter (verbally or by email) with the administrator overseeing the issue and the local Union representative. A grievance not initiated within five (5) working days of its occurrence or when the employee could reasonably have obtained knowledge of its occurrence shall be considered automatically closed.

STEP 2. In the event the administrator in STEP 1 does not give a decision within five (5) working days, or the matter is not satisfactorily settled in STEP 1, the employee or Officer shall reduce the grievance to writing and present a copy to the next level of administration or his/her designee. Said grievance shall be signed by the grievant and must be presented within five (5) working days to the next level of administration from the Employer's disposal of the grievance or failure to dispose of same at STEP 1. The grievance must state the section of the contract that was violated and the remedy sought by the employee. Said

administrator shall, within five (5) working days after receipt of the written grievance, give his/her decision in writing. The Union may automatically take it to the next step of the grievance procedure if no decision is given in five (5) working days by the said administrator. Unresolved grievances shall proceed to STEP 3, provided they have been appealed within five (5) working days from the date the answer was received or due.

STEP 3. In the event the grievance is not settled or disposed of at STEP 2, and it has been properly appealed to STEP 3 as provided in STEP 2 above, the 911 Director or his/her designee involved and a representative of the Union shall meet within twenty (20) working days of the day of appeal, unless otherwise mutually extended by agreement in writing to discuss the grievance and, if the parties at this step cannot settle the grievance or otherwise dispose of it, the 911 Director or his/her designee, within five (5) working days of the meeting, shall give his answer to the grievance in writing.

STEP 4. In the event the grievance is not settled at STEP 3, the grieving party may appeal, within twenty (20) working days of the 911 Director's answer or failure to answer, to arbitration. The Employer and the Union shall mutually select the Arbitrator. In the event the parties are not able to mutually agree on an Arbitrator, 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 Arbitrator shall proceed as promptly as possible to hear the controversy between the parties. The decision of the Arbitrator shall be binding and final on both parties.

The Arbitrator's decision on any matter properly submitted as a grievance for dispute must be based upon an interpretation of the provisions of this Agreement or any supplemental agreements entered into between the Employer and the Union.

The Arbitrator shall have no authority to require the Employer to purchase buildings or new equipment.

The Arbitrator shall have no power to add to or subtract from or modify the terms and conditions of this Agreement.

The Arbitrator's fees and the expense of arbitration shall be shared equally by the Employer and the Union. However, each party shall bear their own expenses in connection with the arbitration.

7.3. Any grievance not appealed from a decision in one of the steps above to the next step within the prescribed time limits shall be considered dropped and not subject to further appeal unless the time limit is extended by mutual agreement by written memorandum.

7.4. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, 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. This provision does not apply to employee complaints or claims filed with the Workers Compensation Commission or Equal Employment Opportunity Commission. 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 be withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

7.5 Effective Dates. Notwithstanding any contract language to the contrary, the agreement to arbitrate under Article VII shall become effective upon the execution of this collective bargaining agreement by both parties and shall not be given any retroactive application. No grievances filed after the expiration of the predecessor labor contract and before the execution of this Agreement may be arbitrated.

ARTICLE 8
DISCHARGE AND SUSPENSION

8.1. The Employer shall have the right to discipline non-probationary employees for cause up to, and including, discharge.

8.2. Notice of Discharge or Suspension. Before disciplinary action resulting in loss of pay or time off including discharge, is taken against an employee, he/she shall be given an opportunity to state his/her position and offer any evidence immediately available to the supervisor who is rendering such discipline. The Steward or other union officer shall be present at such time, if available. If the Steward or other union officer is not available, notice shall be sent to the Union Steward by the Employer of any such discipline or discharge within eight (8) work hours of the invocation of such discipline or discharge.

8.3. The discharged or suspended employee shall be allowed to discuss his/her discharge or suspension with an available Steward or other union officer and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer.

8.4. Appeal of Discharge or Suspension. Should the discharged or suspended employee or a Steward consider the discharge or suspension to be improper, a complaint shall be presented in writing through the Steward beginning at STEP 3 of the grievance procedure within five (5) regularly scheduled working days of the discharge or suspension. The Employer will review the discharge or suspension and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to STEP 4 of the grievance procedure.

8.5. Oral and Written Reprimands. Oral and written reprimands shall not be grievable and they shall not be considered as discipline, however, oral and written reprimands are considered the start of the progressive disciplinary process. Written summaries of an oral reprimand may be placed in employee's personnel file, provided a copy is also made available to the affected employee. Oral and written reprimands may be subsequently used by the Employer when the Employer gives a later discipline to the employee provided said warning and/or disciplines occur within six (6) months of the issuance of the oral or written reprimand. If no such later discipline occurs within six (6) months of the issuance of the oral or written reprimand, the summary shall be removed from the employee's personnel file. Unpaid personal leave shall extend any time period of reprimand or discipline.

ARTICLE 9
STRIKES AND LOCKOUTS

9.1. No Strike Pledge. The parties mutually recognize that the services performed by the employees covered by this Agreement are services important for the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents nor shall there be any concerted failure by them to report for duty nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the Employer. The Employer 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 or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

ARTICLE 10
SENIORITY

10.1. Definition of Seniority. Bargaining unit Seniority shall be defined as the length of an employee's continuous full-time service with the Employer since the employee's last date of hire in a bargaining unit position. Bargaining unit Seniority for employees covered by this agreement will be based on time as an employee of Livingston County 911 Dispatch Center since June 8, 1998.

Employees shall have three types of seniority: county, bargaining unit, and classification. County seniority shall be used to determine an employee’s eligibility for retirement. Bargaining unit seniority shall be used to determine an employee’s eligibility for accrual of paid time off and vacation selection. Classification seniority shall be used to determine an employee’s eligibility for shift selection, promotion, wage increases and layoff. Where bargaining unit or classification seniority is used for eligibility and two or more

employees have the same seniority date then the employees' highest average individual written test scores shall determine their ranking on the seniority list.

10.2. Loss of Bargaining Unit Seniority. An employee's bargaining unit seniority and his/her employment relationship with the Employer shall automatically terminate for any of the following reasons:

(a) If he/she quits or retires;

(b) If he/she is discharged;

(c) He/she is convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor, other than traffic offenses;

(d) If he/she fails to report for work for three (3) consecutive working days unless an excuse acceptable to the Employer is presented;

(e) If he/she fails to return on the required date following an approved leave of absence, annual leave or a disciplinary layoff, unless an excuse acceptable to the Employer is presented;

(f) If he/she has been on layoff status for a period of one (1) year or the length of his/her bargaining unit seniority, whichever is less;

(g) If he/she makes an intentionally false statement on his/her employment application or other Employer document or record;

(h) If he/she has been on leave of absence including a sick or worker's compensation leave, for a period of twelve (12) months or for a period equal to the length of his/her bargaining unit seniority at the time such leave commenced, whichever is less.

ARTICLE 11
PROBATIONARY PERIOD

11.1. New employees hired in the bargaining unit shall be considered probationary employees for the first twelve (12) months of their employment. The employer, in its sole discretion, has the right to extend the probationary period of an employee up to an additional six (6) month period in two (2) 3-month periods upon notice to the effected employee and a Union representative prior to the extension of any probationary period. 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.

During the probationary period, an employee may be terminated by the 911 Director, within his sole discretion without regard and without recourse to the provisions of this Agreement, including the grievance procedure. During the probationary period, employees are required to complete the communications training program. If a probationary employee has not completed or is not making satisfactory progress toward completion of their training, to the satisfaction of the 911 Director. Nothing in the section shall be construed to pre-empt the probationary status of the employee, nor result in a termination of a probationary employee to be subject to the grievance and arbitration provisions of this Agreement. During the employee's probationary period, they shall not be used as a trainer for other employees.

ARTICLE 12
PROMOTIONS

12.1. When a vacancy occurs as determined by the Employer in a Shift Leader position the Employer shall post the position within thirty (30) days. Qualified bargaining unit employees with two (2) years of continuous service within the last four (4) years as a dispatcher at any 911 dispatch center shall have ten (10) calendar days to apply for the position. The Employer will promote amongst the top three (3) candidates who scores eighty percent (80%) or greater from the list of candidates from written and oral testing as Shift Leader. If two or more employee's scores are tied after completion of all the testing then the written test score shall determine the tied employees ranking on the promotional list. The written test shall count as sixty percent (60%) of the total score and the oral exam shall count as forty percent (40%) of the total score. The Employer will add five (5) points to the oral exam for employees who have been with Livingston County Central Dispatch for two (2) years or more. If no candidate scores 80% or greater for their total score or no bargaining unit member applies for the position, the Employer may select from outside applicants. Internally promoted employees shall serve a six (6) month probationary period with an extension of six (6) months if necessary. Internally selected promotees shall return to their former position if they do not complete their probation. Nothing in the section shall be construed to preempt the probationary period described in section 11.1. Employees reverting back to their former position, whether voluntarily or involuntarily, retain seniority from their service prior to the promotion, as well as from time spent in the promoted position. The employee does not retain seniority in that promoted position, however. In the event the promoted employee returns to their former position during the employee's probationary period, administration has the right to use the most recent testing to offer the position. If no candidates remain, administration can proceed directly to outside applicants. Administration can select amongst the top three candidates.

12.2. NON-BARGAINING UNIT PROMOTION/TRANSFER

Any employee in the bargaining unit who is promoted to a position outside of the bargaining unit, but within the Department, during the first six (6) months in that new position, will have the right to revert back to a Dispatcher position without loss of seniority. In the event the employee chooses to revert back to the bargaining unit and the employee is required to

continue in the position until the Employer is able to fill the vacancy, the employee shall suffer no loss of seniority.

If the employee remains in the non-bargaining unit position for longer than six (6) months their seniority, for purposes of overtime and shift selection, shall be the last date of transfer back into the bargaining unit. In the event the employee chooses to revert back to the bargaining unit and the employee is required to continue in the position until the Employer is able to fill the vacancy, the employee shall suffer no loss of seniority.

ARTICLE 13
LAYOFF AND RECALL

13.1. County Seniority shall prevail in the layoff and recalling of employees within the affected classification. Layoffs shall be determined by the Employer. In reducing the work force, the last employee hired in the affected classification as determined by the Employer shall be the first employee laid off, provided that the senior employee(s) retained presently have the necessary experience, qualification, skill and ability to perform the remaining work, as determined by the Employer. There shall be no bumping rights for employees who are laid off.

13.2. In the event of a layoff, an employee so laid off shall be given five (5) days' notice of layoff by mail or in person with a copy to the Union. In the event of recall, five (5) days' notice mailed or delivered to his/her last known address shall be made. If he/she fails to report for work within five (5) days following notification of recall mailed or delivered to his/her last known address or if he/she fails to inform the Employer within two (2) working days following delivery of notification of recall that he/she intends to return to work for the Employer, he/she shall lose all seniority rights and right to recall under this Agreement. It is the responsibility of the employee to keep the Employer informed of his/her last known address.

13.3. An employee who is laid off shall have his/her name remain on the recall list for a period of twelve (12) months or for a period of time equal to his/her bargaining unit seniority at the time of layoff, whichever is less.

ARTICLE 14
VACATIONS

14.1. Eligible full time regular employees shall earn on a monthly pro rata basis paid vacation days at the beginning of each date of hire year in accordance with the following schedule:

	Yearly	Monthly
1 through 4 years of service	10 days	6 hrs. 40 mins.
5 through 9 years of service	15 days	10 hrs. 0 mins.
10 or more years of service	20 days	13 hrs. 20 mins.

Personnel who have not completed six (6) months of service are not eligible for vacation days. However, employees will be credited with vacation time once the period has been completed.

Employees may not accumulate more than twenty (20) vacation days. Any vacation days accumulated in excess of twenty (20) shall be lost unless approved by the employee's Department Head and the Personnel Director. Under no circumstances will an employee be eligible for more than twenty (20) days accrued vacation pay when terminating employment. (See Resignation)

Vacation days must be scheduled in advance with the department head. Vacation hours shall be paid as time worked. Department heads retain the right to approve and disapprove, in whole or in part, vacation requests. The Employer reserves the right to reschedule vacations dependent upon the department's operational needs in case of emergencies. The Employer shall provide 30 days' notice to the Union of any proposed changes to the Standard Operating Guide (SOG) governing vacations. The Union, at its option, may within ten (10) days, call for a meeting to discuss the proposed changes prior to implementation.

ARTICLE 15
HOLIDAYS

15.1. Livingston County observes the following holidays. Eligible employees shall only receive holiday pay if they work the day before and the day after a holiday, unless excused by their department head.

1. New Year's Day
2. Good Friday
3. Easter Sunday
4. Memorial Day
5. Independence Day
6. Labor Day

7. Columbus Day
8. Veterans Day
9. Thanksgiving Day
10. Friday after Thanksgiving Day
11. Christmas Eve Day
12. Christmas Day
13. New Year's Eve Day

15.2. Those employees scheduled off work on a holiday shall receive eight (8) hours holiday pay for the above holidays.

15.3. Employees who work on a holiday described in 15.1 above shall receive one and one-half (1 1/2) times their straight time rate for all hours worked between 0600 hours on the calendar date of the national observance of the holiday and 0559 hours on the following day plus eight (8) hours of holiday pay.

ARTICLE 16
LEAVES OF ABSENCE

16.1. Sick/Personal Leave. Earned sick leave may be used when it is necessary to miss work because of an employee's illness, doctor and/or dentist appointment, funeral attendance, and/or for the care of an employee's sick parent, spouse or minor child where the employee's attendance is essential for their parent's, minor child's or spouse's care. Each regular full time employee shall earn sick leave days at the rate of one (1) sick day of eight (8) hours for each full month of service up to a maximum accumulation of seventy-two (72) days which may be used for the above stated purposes. If the Employer proposes or initiates changes to the mechanisms of sick or personal leave accruals or use for non-union employees, the Union may accept the change or retain existing benefits.

A. New employees for the first six (6) months of employment, cannot use sick days, but will be credited with the appropriate number of days if they complete six (6) months of employment.

B. When an employee MUST miss work for doctor/dentist appointments, the employee must give the department head 72 hours' advance notice.

C. An employee who finds it necessary to use sick time for an accident or illness must contact Central Dispatch and notify the on-duty supervisor, shift leader, or acting shift leader not later than one (1) hour before the start of their scheduled shift. The Director may order employees failing to provide one (1) hour advance notice of use of sick time to provide a physician's verification of injury or illness.

D. Upon death, fifty percent (50%) of accumulated sick leave up to a maximum of seventy-two (72) days' pay will be paid to the employee's estate, based upon the employee's current salary.

E. Funeral Leave. Employees shall have three (3) shifts to be used in eight (8) or twelve (12) hour shifts based on the employees regular work schedule for funeral leave, not chargeable to sick time, which may be used to attend a funeral in the employee's immediate family defined as: (spouse, children/step-children, father, father-in-law, step-father, mother, mother-in-law, step-mother, sister, sister-in-law, step-sister, brother, brother-in-law, step-brother, grandparents, grandchildren, foster children or other legal dependents living with the employee. When a death occurs to a member of the employee's immediate family who resides in another state, an additional two (2) days funeral leave may be granted by the department head. The additional two (2) days are chargeable to sick days. Employees may take one (1) paid shift off for funeral leave for the death of a first aunt or uncle. Upon approval of their department head, employees who have not been employed for six (6) months may take unpaid funeral leave.

If additional leave time is needed related to the above leave or if the death occurs to a person not meeting the above criteria, the employee may request the use of personal time, compensatory time, sick time or vacation time subject to approval of the Department Head, which approval shall not be unreasonably denied.

F. Sick days will not be granted for absences due to weather conditions, transportation problems or other reasons except those specified herein.

G. (1) Employees returning to work from an illness or leave of absence may be required by his/her department head to submit a statement from his/her physician qualifying his/her ability to work or to verify the illness.

(2) Personnel taking sick leave on their last scheduled day of work before a holiday or vacation, and/or their first scheduled day after a holiday or vacation may be required to submit a statement from their physician verifying the illness. It shall be the employee's responsibility to check with his/her department head when calling in to determine if the statement is necessary.

(3) In the event of a dispute involving an employee's physical or mental ability to perform his/her job or to return to work after a leave of absence except for an approved Family Medical Leave Act leave where the employee's condition necessitating the leave is not a disability under the American's with Disabilities Act and the Employer is not satisfied with the determination of the employee's doctor, the Employer may require a report from a medical doctor of the Employer's choosing at the Employer's expense if not covered by the employee's insurance. If the dispute still exists, the Employer's doctor and the employee's doctor shall agree on a third doctor to submit a report to the Employer and the employee. 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 health insurance.

H. For employees with five (5) or more years of continuous service, up to thirty-six (36) hours of accumulated sick time can be converted to personal time and may be taken with the approval of the employee's Department Head, which approval shall not be unreasonably denied. For employees with less than five (5) years of continuous service, up to twenty-four (24) hours may be converted to personal time and may be taken with the approval of the employee's Department Head, which approval shall not be unreasonably denied. To be eligible for conversion, an employee must, after conversion, have at least thirty-six (36) hours of banked sick time. An employee may carry over up to twenty-four (24) hours of personal time to the following year, however no more than forty-eight (48) hours can be in the employee's personal leave allocation. No personal time will be granted for any holiday off.

I. An employee that accumulates more than five hundred seventy-six (576) hours of sick leave as of November 30th each year will be paid for fifty percent (50%) of all sick hours in excess of five hundred seventy-six (576).

J. An employee who is not eligible for retirement under #D above and who has ten (10) or more years of service with the County and leaves County employment will be paid for fifty percent (50%) of all accrued sick days to a maximum of Four Hundred Dollars ($400.00).

K. If the Employer proposes or initiates changes to the mechanisms of sick or personal leave accruals or use for non-union employees, the Union may accept the changes or retain existing benefits.

16.2. Personal Leaves. A regular employee that has completed probation may request an unpaid personal leave of absence for a period not to exceed ninety (90) days in any one 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 911 Director. A personal leave of absence may be granted to attend an educational institute, or for other reasons deemed appropriate by the Employer other than for FMLA purposes. All personal leaves of absence shall be without pay and benefits. Employees may continue insurance coverages at their own expense during a personal leave of absence. An employee will not accumulate sick leave or vacation time, nor will be paid for holidays which may fall during the leave period. An employee shall not continue to accrue seniority while on an unpaid personal leave. Unpaid personal leave shall extend any time period of reprimand or discipline.

When a leave of absence is granted for more than sixty (60) calendar days for any reason, the county does not guarantee that the employee will be reinstated in their former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the department head.

16.3. Military Training Leaves. Any employee who is called to or volunteers for active duty in the Armed Forces of the United States shall be, upon completion of his tour of duty and has received an honorable discharge, reinstated as a county employee in accordance with the provisions of the current statute. A military leave of absence shall be granted for a minimum of four (4) years unless extended by law. Military leaves of absence shall be without pay except as otherwise noted herein.

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.

16.4. Family and Medical Leave Act (FMLA) Leaves.

A. FMLA Leave. The Employer agrees to follow the FMLA and Servicemember FMLA. An eligible employee who has completed twelve (12) months of employment and worked at least 1250 hours in the past twelve (12) months may request an unpaid leave of absence for a period not to exceed twelve (12) weeks in any twelve (12) month period measured forward from the date the employee's first FMLA leave begins. The request should be in writing, must give the reason for the request and must give the expected duration of the leave. The leave may be taken for the following reasons:

1. A serious health condition that makes the employee unable to perform the functions of his/her position;

2. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;

3. Because of the birth of a child of the employee, and in order to care for the child within twelve (12) months of the child's birth;

4. Because of the placement of a child with the employee for adoption or foster care, and in order to care for the child within twelve (12) months of the child's placement;

Unless leave is taken for the employee's own serious health condition or that of his or her child or spouse, the total leave taken by spouses when both are employed by the Employer is limited to twelve (12) weeks.

B. Intermittent Leave. Unless the Employer agrees, leave for the birth or placement of the employee's child, or to care for the child within twelve (12) months of the child's birth or placement, may not be taken intermittently or on a reduced leave schedule. If medically necessary, leave for the employee's serious health condition or to care for a seriously-ill spouse, child or parent, may be taken intermittently or on a reduced leave schedule.

C. Substitution of Paid Leave. An employee is required to use all accrued paid sick leave, personal leave days and annual leave for leave taken for the employee's serious health condition or to care for a seriously-ill spouse, child or parent. An employee is required to use all accrued paid annual leave and personal leave days for leave taken for the birth or placement of the employee's child, or to care for the child within twelve (12) months of the child's birth or placement. An employee may not use accrued paid sick leave for leave taken for the birth or placement of a child or to care for the child unless the employee or the child has a serious health condition.

D. Scheduling and Notice by Employees. When leave is taken for the birth or placement of the employee's child or to care for the child within twelve (12) months of the child's birth or placement, and the leave is foreseeable based on the expected birth or placement, the employee must provide not less than thirty (30)

days' notice before the date the leave is to begin. If the date of the birth or placement requires the leave to begin in less than thirty (30) days, however, the employee must provide such notice as is practicable.

When leave is taken for the employee's serious health condition, or to care for a seriously-ill spouse, child or parent, and the leave is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Employer's operations, and must provide not less than thirty (30) days' notice before the date the leave is to begin. If the date of treatment requires leave to begin in less than thirty (30) days, however, the employee must provide such notice as is practicable.

E. Medical Certification. When leave is taken for the employee's serious health condition, or to care for a seriously-ill spouse, child or parent, the Employer may require certification issued by the health care provider of the employee or of the spouse, child or parent of the employee, as appropriate. This certification must include the date the condition began, its probable duration, appropriate medical facts within the knowledge of the health care provider regarding the condition, and a statement that the employee is unable to perform his/her job function or is needed to care for a sick family member for a specified time.

For leave taken intermittently or on a reduced leave schedule, further certification requirements are as follows:

1. When there is planned medical treatment, the certification must include the dates on which treatment is expected and its duration.

2. When leave is taken for the employee's serious health condition, the certification must include a statement of the medical treatment necessary for such leave and its expected duration.

3. When leave is taken to care for a seriously-ill family member, the certification must include a statement that such leave is necessary for the care of the family member who has a serious health condition or will assist in his/her recovery, and the expected duration and schedule of the leave.

F. Second and Third Opinions; Recertification. The Employer may require, at its own expense if not covered by insurance, a second medical opinion from a health care provider designated by the Employer, but not employed on a regular basis by the Employer. In the event of a dispute concerning the second certification, the Employer may require, at its own expense if not covered by insurance, a third opinion from a health care provider. The employee and Employer must agree on the selection of the third health care provider whose opinion is binding on both parties. The Employer may require that the employee obtain subsequent re-certification on a reasonable basis.

G. Benefits During Leave. The Employer will continue to pay the Employer's portion of an employee's health insurance premiums for an eligible employee during the period the employee is on leave for any of the reasons under Subsections A(1)-(4) above. The employee shall be responsible to pay his/her portion, if applicable, of health insurance premiums during the period the employee is on leave for any of the reasons under Subsection A(1)-(4) above. If an employee's health insurance premium payment is more than 30 days late, the Employer upon 15 days' notice to the employee may cease to continue the employee's health insurance coverage if the employee does not pay his/her portion of health insurance premium prior to the specified time. The Employer may recover the employee's share of any premium payments missed by the employee for any FMLA leave period during which the Employer maintains health coverage by paying the employee's share after the premium payment is missed. In all other circumstances, the Employer will not continue to pay health insurance premiums for an employee on an unpaid leave of absence. The employee may continue insurance coverage at his/her own expense during any unpaid leave of absence. The employee will not accumulate paid sick or annual leave nor be paid for holidays which may fall during the period of unpaid leave. If the employee fails to return after the leave has expired due to circumstances within the employee's control, the Employer may recover from the employee any premiums which the Employer paid to maintain medical coverage during the leave.

H. Return Rights. Upon return from a leave taken for a reason listed under Subsection A(1)-(4) above, the employee will be returned to his/her former position or to a position equivalent in pay, benefits, and other terms and conditions of employment. In all other circumstances, the employee is not guaranteed that he/she will be restored to his/her former position or to an equivalent

position. The decision will be at the discretion of the Employer.

16.5. Jury Duty. The Employer shall pay employees called for jury duty the regular straight time rate which would be earned less an amount equal to the payment received for jury service. The employee must return to work and work any hours out of the scheduled work day when not actually on jury duty. In order to receive payment, an employee MUST give the Employer prior notice to the date of jury duty, shall furnish satisfactory evidence of reporting for or performing jury duty on the day(s) for which payment is claimed, and must furnish a copy of the payments received for jury duty. The maximum payment obligation under this Section is twenty (20) days per calendar year. Time spent on jury duty shall not be counted as hours worked for overtime purposes.

16.6. Employee Assistance and Medical Exams.

The Employer will continue to offer an Employer supported Employee Assistance Program for all employees covered by this Agreement. In addition, the Employer offers counseling services to employees through county and regional critical incident stress management teams (CISM) and Livingston Community Mental Health in response to certain events or occurrences which may necessitate employee psychological counseling. Employees can request, and Employer will consider, adjustments in schedule to allow access to the services of the Employee Assistance Program or other counseling services. To the extent provided by law, the Employee Assistance Program will protect the confidentiality of those employees using their services.

The County may require an employee to undergo a medical exam, including drug screening and psychological exam at the Employer's expense in order to determine the employee's fitness for duty, as well as to determine fitness for duty when returning to work from a leave of absence, except for an approved Family Medical Leave Act leave where the employee's condition necessitating the leave is not a disability under the American's with Disabilities Act. The employee may obtain a second opinion, at the employee's expense (if not covered by the employee's health insurance) 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 health insurance.

ARTICLE 17
LIFE INSURANCE

17.1. All regular full-time employees are covered by a life insurance policy effective from their hire date equal to their annual wage rounded up to the next one thousand dollars ($1,000.00). [For example: An employee with an annual wage of $7,850.00 would be insured for $8,000.00. The entire premium is paid for by the County. The Life Insurance Policy will be issued approximately six (6) to eight (8) weeks following the date of employment. Persons retiring or terminating from Livingston County can keep their life insurance policy in force by converting it from a group to a personal policy and paying the premiums, if permitted by the carrier. Group Life Insurance may be continued in force by the County for a maximum of six (6) calendar months when an employee is on a medical leave of absence and for a maximum of thirty (30) calendar days when an employee is on a personal leave of absence.

ARTICLE 18
WORKER'S COMPENSATION

18.1. Employees are covered by the Workers' Disability Compensation Laws of Michigan. Any employee involved in a work related accident or injury must report that accident or injury to a supervisor as soon as possible after the mishap and fill out the proper reporting forms. The supervisor is responsible for forwarding the reporting forms to the Human Resources Department. Failure to properly report an injury may disqualify the employee for benefits under workers' compensation insurance.

ARTICLE 19
HOURS OF WORK

19.1. Scheduling the Work Week. The Livingston County Dispatch Center is a 24-hour facility and will operate 24 hours per day, 7 days per week, including holidays. Employees shall be scheduled to work at the discretion of the Employer. The work schedule shall be posted in advance. All schedules are subject to change based on the needs of the Employer as determined by the Employer. The ability to work the full shift as scheduled by the Employer is an essential function of the position. Personnel shall not work in excess of sixteen (16) hours in a twenty-four (24) hour period, and there must be eight (8) hours off-duty time between regularly scheduled work hours, except in cases of declared communications emergency. Should an employee be held over or called back after working sixteen (16) hours in a twenty-four (24) hour period and there is less than 8 hours between the end of the hold over shift and the next scheduled shift, the Employee shall be granted paid administrative leave if necessary to cover previously scheduled work hours in order to achieve an 8 hour rest period.

19.2. Breaks. Each full-time employee shall be allowed a paid meal break of up to sixty (60) minutes during a regularly scheduled 12 hour shift and thirty (30) minutes during a regularly scheduled 8 hour shift and up to sixty (60) minutes during a sixteen (16) hour shift. Breaks do not accumulate if not taken.

19.3. Work Week and Work Day Definition. Any definition of an employee's normal work week and work day stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per work day or per work week.

19.4. Overtime. The ability to work overtime as scheduled by the Employer is an essential function of the position. Eligible employees who are required to work in excess of forty (40) hours per week (Sunday through Saturday) will be eligible for the overtime compensation. Prior approval of overtime is required by the Director or his/her designee. Non-exempt employees who are required to work in excess of forty (40) hours in any one week shall be compensated at the rate of time and one-half (1.5X) their regular rate of pay for all such hours.

A. No later than the date of the execution of this Agreement, the Union shall file with the National Labor Relations Board a request for a bona fide labor organization certification under Section 7(b) of the Fair Labor Standards Act of 1938. The Employer will cooperate with the posting and other procedures as may be required.

B. Upon approval by the NLRB on bona fide labor organization certification --full time employees scheduled for 8 and/or 10 or 12 regular shifts, or any combination thereof, shall be paid time and one-half (1-1/2) at the employee's straight time regular rate of pay shall be paid for hours actually in which the aggregate number of hours exceeds eighty (80) hours in a period of fourteen (14) consecutive days or if a tour of duty of less than fourteen (14) days is established by the Employer, the aggregate number of hours in such tour of duty which bears the same ratio to the number of consecutive days within the worked period as eighty (80) hours bears to fourteen (14) days. If the Director elects 12 hour shifts and an eighty (80) hour two week aggregate, hours worked beyond twelve (12) per day shall be paid time and one-half (1-1/2) the employee's straight time regular rate of pay.

1. Time calculations – Time worked will be paid to the nearest one-tenth of an hour. Example: an employee reports to work at 6:04 rather than the expected 6:00 starting time, the employee's pay shall begin at 6:06. However, if an employee reports at 6:03, the employee would have to be paid as if he/she had commenced work at 6:00.

2. Compensation time: An employee, may earn compensatory time off at the rate of time and one-half (1.5X) per hour worked overtime in lieu of overtime pay. Compensatory time off shall be taken at a time mutually agreeable to the Director or his/her designee and the employee. Such time cannot accumulate in excess of forty (40) hours. Overtime must be paid for any time accumulated in excess of forty (40) hours. Compensation at the rate of time and one half (1.5X) will be paid to employees for

compensatory time not taken by the end of each year and upon their separation from the County.

3. Any unscheduled forced holdover which causes an employee's work period to be extended after the employee's shift shall be compensated at one and one half (1 ½) times the employee's normal rate of pay. An employee called back to work a four (4) hour shift after having left their shift shall be compensated at two (2) times the employee's normal rate of pay.

NOTE: "days" as used in the contract for all benefits (such as paid time off) accrual and use shall continue to mean eight (8) hours.

19.5 If a shift leader is absent for a period of fourteen 14 days or more (which may be computed retroactively), the bargaining unit member assigned by the Employer as acting Shift Leader for a full shift during the absence shall receive a step up premium of one dollar ($1.00) per hour for all full shifts worked at the assignment. If the position of shift leader is vacant, the bargaining unit member assigned to the position for a full shift shall receive the additional one-dollar ($1.00) per hour for the duration of the assignment. This step up is not paid for performance of position less than a full shift.

19.6 Training Certification Premium: Eligible unit employees who obtain and fully maintain certified trainer credentials to the requirements of the State of Michigan and County, and who responsibly engage when assigned in the duties and responsibilities of a trainer for the Department shall receive a wage rate differential premium of 2% above the rate specified in Article 38.1 of the CBA. The Employer determines the number of certified trainers.

19.7 Tactical Dispatching Premium**:** Tactical Response Team: Full-time employees covered by this Agreement who are assigned to the Tactical Response Team shall be paid 2.5 times their regular hourly rate while participating in tactical operations while on-scene.

ARTICLE 20
WORK SHIFTS

20.1. 12-Hour Shifts. The Employer reserves the right to implement 12 hour shifts (excluding breaks) upon thirty (30) days' notice. After implementing 12 hour shifts, the Employer reserves the right to return to 8 hour shifts upon sixty (60) days' notice. It is understood by the parties that the employer may continue to institute a combination of both 12 hour and 8 hour shifts, upon sixty (60) days' notice. The ability to work the full shift as scheduled by the Employer is an essential function of the position. Any medical scheduling limitation shall be limited to ninety (90) days, subject to initial and periodic medical verification in accordance with 16.1 (G)(3).

ARTICLE 21
COURT / TACTICAL RESPONSE TEAM TIME

21.1. Employees off duty called into court or Tactical Response Team for business related matters shall be paid at the rate of time and one-half for a minimum of three (3) hours, inclusive of the court appearance or time spent performing on the Tactical Response Team. In the instance where an employee that is assigned to the Tactical Response Team is called back to work due to the Tactical Response Team activation and is leaving from 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.

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ARTICLE 22
SHIFT PREFERENCE

22.1. Art. 22 Shift Preference **-** For purposes of scheduling, the calendar year is divided into four (4) quarters as follows: 1st quarter - Jan, Feb, March; 2nd quarter - April, May, June; 3rd quarter - July, Aug, Sept; and 4th quarter - Oct, Nov, Dec. During the term of this Agreement, the Director shall post a classification seniority list for the purpose of allowing employees to indicate their shift preferences for two (2) quarters of the calendar year no less than sixty (60) days prior to the beginning of that two (2) quarter period. The classification seniority list shall remain posted for fifteen (15) days. Employees shall be entitled to shift assignments by classification seniority. Shift pick shall occur at the nearest pay period to the date of rotation.

EXAMPLE: If shift rotation is for January 1 and it falls on a Tuesday, whereas the pay period begins on Sunday, December 30, then the shift switch will occur on Sunday, December 30, and not two (2) weeks into the month when the next pay period begins.

22.2. Employees failing to register a shift preference during the time periods demanded in section 22.1 shall forfeit all classification seniority rights regarding shift assignments.

22.3. Employees may voluntarily trade shifts within the same pay period and with prior written approval of a supervisor or higher authority. As provided in 29 CFR Sec. 553.31 of the FLSA, trading shifts will not result in additional overtime compensation.

If an employee agrees to trade shifts with another employee and then calls in sick or otherwise does not work the shift the following provisions apply:

1. If an unexpected absence occurs during the first part of the trade, the trade is considered canceled. The employee regularly scheduled to work will use vacation or

personal time. The approval of vacation or personal time use is subject to the applicable paid time off usage policy.

2. If an unexpected absence occurs during the second half of the trade, the employee scheduled off in the second part of the trade will complete the trade taking the day off and reporting off as planned. The employee who did not complete the shift trade will reflect vacation or personal time on the original day taken off during the first part of the trade. Payroll will be adjusted correcting the regular worked pay code and replacing the time with vacation or personal time. If the employee fails to fulfill their trade due to separation of employment, vacation or personal time payoffs shall be reduced by the applicable number of hours.

22.4. The Director retains the right, solely and exclusively, to determine, within his discretion, how many employees shall be on each shift.

22.5. The Director shall post the employees' shift picks within twenty-four (24) hours of the end of the fifteen (15) day period in Section 22.1.

22.6. Notwithstanding any of the above provisions, the Employer reserves the right to change shift assignments in the best interests of the Dispatch Center.

ARTICLE 23
POLITICAL PROTECTION

23.1. 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 Employer, the parties agree that political considerations shall not be a factor in the termination of employment of any employee covered hereby.

ARTICLE 24
EXTRA CONTRACT AGREEMENT

24.1. 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 25
LOCKERS

25.1. The Employer shall provide employee lockers which may be inspected with the Union Steward present.

ARTICLE 26
UNION ACCESS

26.1. The Employer and the Director agree that they will allow the proper accredited representative of the local union access to the Dispatch Center at any reasonable time upon providing the Director with prior written notification and receiving prior written 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 Dispatch Center.

26.2. The Union shall have the right, upon reasonable notice, to examine time sheets at the Dispatch Center and pay records pertaining to the computation of compensation of any employee covered by this Agreement whose pay is in dispute.

ARTICLE 27
GENDER CLAUSE

27.1. 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 28
PAYCHECKS

28.1. Paychecks shall be made available every other Wednesday or other week day as designated by the County and shall be paid to employees through direct deposit or payroll debit card consistent with the Michigan Wage and Fringe Benefit Act. 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 or bank.

ARTICLE 29
TUITION REIMBURSEMENT

29.1. Any non-probationary 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. 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 if the employee has accrued leave to cover any lost time. HOWEVER, IT IS THE RESPONSIBILITY OF BOTH THE INDIVIDUAL EMPLOYEE AND THE DEPARTMENT HEAD TO ADHERE TO THE EMPLOYEE'S WORK SCHEDULE.

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 is 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 specific individual tuition reimbursement received as follows:

   - Return 100% of tuition reimbursement paid within 1 year
   - Return 67% of tuition reimbursement paid within 2 years
   - Return 33% of tuition reimbursement paid 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.

ARTICLE 30
CAPTIONS

30.1. The captions used in each article or section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

ARTICLE 31
NEW CLASSIFICATIONS

31.1. Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have ten (10) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Employer within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within forty-five (45) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate, the Employer may implement its last best offer.

ARTICLE 32
POLICIES

32.1. Resignation. Should an employee decide to leave employment, a minimum of two (2) weeks prior notice in writing must be given to the Director. Failure to provide two (2) weeks prior notice will result in loss of accrued annual leave and/or sick leave payout unless waived by the Director.

32.2. Personnel Records. The Employer and the Union agree to comply with the State of Michigan laws regarding personnel records.

32.3. Outside Employment. While outside or supplemental employment is discouraged, employees may engage in outside or supplemental employment in accordance with the following limitations. In no case shall outside or supplemental employment conflict with, or impair an employee's responsibilities to the Employer.

Any employee desiring to participate in outside or supplemental employment must obtain permission of the Director or his/her designee in writing prior to engaging in outside or supplemental employment. The following guidelines shall be applicable to all employees engaged in outside or supplemental employment.

Employees engaged in outside or supplemental employment shall:

(a) Not use Employer facilities as a source of referral for customers or clients.

(b) Not be engaged in during the employee's regularly scheduled working hours.

(c) Not use the name of the Employer as a reference or credential in advertising or soliciting customers or clients.

(d) Not use Employer supplies, facilities, staff or equipment in conjunction with any outside or supplemental employment or private practice.

(e) Maintain a clear separation of outside or supplemental employment from activities performed for the Employer.

(f) Not cause any incompatibility, conflict of interest, or any possible appearance of conflict of interest, or any impairment of the independent and impartial performance of the employee's duties.

The Employer shall not be liable, either directly or indirectly, for any activities performed during outside or supplemental employment.

32.4. Address Changes. An employee shall notify the Employer in writing of any change in name, telephone number, or address promptly and, in any event, within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name, telephone number, and address shown on his/her record for all purposes involving his/her employment.

32.5. Travel and Meals Reimbursement. Employees shall be eligible for reimbursement for travel, meals, and lodging expenses to the extent permitted by the Livingston County Personnel Policy. The Employer reserves the right to unilaterally amend this policy without providing notice to or negotiating with the Union.

32.6: Conflicts of Interest. It is the policy of the Employer that no employee shall speak with, provide information or documents to, or otherwise communicate with an attorney, private investigator or other person not associated with the Dispatch Center or the County pertaining to inquiries about an existing lawsuit or claim against the Dispatch Center or the County or any employee. Employees contacted by an attorney, private investigator or other persons not associated with the Dispatch Center or the County regarding such matters shall advise the attorney, private investigator or other person not associated with the Dispatch Center or the County, that the employee is not permitted to discuss such matters without the expressed written authorization of the Director. The attorney, private investigator or other person not associated with the Dispatch Center or the County shall then be referred to the Director. Employees found in violation of this policy shall be subject to disciplinary action, up to and including possible discharge.

32.7. Inclement Weather. In conditions of Inclement Weather or other Acts of God, employees are expected to arrive for their regularly scheduled shift. If an employee absolutely cannot travel to work, the employee must use compensatory time, personal leave, or annual leave in order to be paid, and must notify their supervisor as soon as possible and prior to the start of their shift.

ARTICLE 33
PYRAMIDING OF PREMIUM PAY

33.1. There shall be no duplication or pyramiding of any premium rate set forth in this Agreement.

ARTICLE 34
PAST PRACTICE

34.1. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

ARTICLE 35
NON-BARGAINING UNIT PERSONNEL

35.1. The Employer reserves the right to hire persons to perform bargaining unit work on a temporary basis. They shall not be covered by the terms of this Agreement.

35.2. The supervisors and other non-bargaining unit personnel may perform bargaining unit work at any time.

35.3. The Employer reserves the right to hire irregular part-time employees to perform bargaining unit work. They shall not be covered by the terms of this Agreement.

ARTICLE 36
NON-DISCRIMINATION

36.1. The parties to this Agreement shall not discriminate predicated upon age, religion, height, weight, disability, sex, race, national origin, or any other protected classification, as required by law.

ARTICLE 37
SAVINGS CLAUSE

37.1. 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.

37.2 To the extent required by MCL 423.215(7), an Emergency Financial 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 38
CLASSIFICATIONS AND WAGES

38.1: WAGES

Effective January 1, 2024 or when ratified by all parties to this agreement, whichever is later - 3% increase. Should the Board of Commissioners approve more than a 3% across the board increase for the non-union employees, the 911 scales will be increased by the same percentile.

Effective January 1, 2025 - 2.5% increase. Should the Board of Commissioners approve more than a 2.5% across the board increase for the non-union employees, the 911 scales will be increased by the same percentile.

Effective January 1, 2026 - 2.5% increase. Should the Board of Commissioners approve more than a 2.5% across the board increase for the non-union employees, the 911 scales will be increased by the same percentile.

The attached scales shall be adjusted to remove the Start Rate

of pay for Dispatcher and CTO and the remaining steps re-numbered as attached. Employees who are presently on the Start step, shall be immediately moved to the new Start Step. All other employees shall stay at their current step as of date of ratification and shall move to the next step on their applicable scale, on their next anniversary date. As an example, a Dispatcher presently on the 2 years step (current $22.78), stays on the same step and the wage moves to $23.46 after ratification in 2024, which includes the 3% increase proposed above. Then on their step/anniversary date, move to the next step on the scale.

Upon approval by the NLRB of changes to payment of overtime proposed by the Employer in section 19.4 (a) and (b), the Employer shall pay a one-time lump sum $500 bonus payment. The $500 bonus payment shall not be MERS eligible.

One (1) year after such NLRB approval to the changes in overtime proposed by the Employer in section 19.4 (a) and (b), the Employer shall pay a one-time lump sum $500 bonus payment. The $500 bonus payment shall not be MERS eligible.

Dispatcher:	2023	New Step	2024 Hourly 3%	2024 Annualized	2025 Hourly 3%	2025 Annualized	2026 Hourly 3%	2026 Annualized
Start	20.46							
1 Year	21.95	Start	$ 22.61	$ 47,026.00	$ 23.29	$ 48,439.66	$ 23.99	$ 49,892.75
2 Years	22.78	1 Year	$ 23.46	$ 48,804.00	$ 24.17	$ 50,269.44	$ 24.89	$ 51,777.44
3 Years	23.68	2 Years	$ 24.39	$ 50,732.00	$ 25.12	$ 52,255.42	$ 25.88	$ 53,823.12
4 Years	24.65	3 Years	$ 25.39	$ 52,810.00	$ 26.15	$ 54,395.54	$ 26.94	$ 56,027.50
5 Years	26.11	4 Years	$ 26.89	$ 55,938.00	$ 27.70	$ 57,617.87	$ 28.53	$ 59,346.35
6 Years	27.66	5 Years	$ 28.49	$ 59,259.00	$ 29.34	$ 61,036.98	$ 30.23	$ 62,868.00
9 Years	28.35	6 Years	$ 29.20	$ 60,737.00	$ 30.08	$ 62,560.37	$ 30.98	$ 64,437.15
CTO			**2024**		**2025**		**2026**	
Start	20.87							
1 Year	22.39	Start	$ 23.06	$ 47,966.00	$ 23.75	$ 49,406.03	$ 24.47	$ 50,888.24
2 Years	23.23	1 Year	$ 23.93	$ 49,780.00	$ 24.65	$ 51,274.08	$ 25.39	$ 52,812.24
3 Years	24.15	2 Years	$ 24.88	$ 51,747.00	$ 25.63	$ 53,302.91	$ 26.40	$ 54,902.02
4 Years	25.14	3 Years	$ 25.90	$ 53,866.00	$ 26.68	$ 55,488.16	$ 27.48	$ 57,152.78
5 Years	26.63	4 Years	$ 27.43	$ 57,057.00	$ 28.26	$ 58,770.40	$ 29.10	$ 60,533.62
6 Years	28.22	5 Years	$ 29.06	$ 60,444.00	$ 29.93	$ 62,258.14	$ 30.83	$ 64,125.98
9 Years	28.92	6 Years	$ 29.78	$ 61,952.00	$ 30.68	$ 63,811.49	$ 31.60	$ 65,725.92
Shift Leader:			**2024**		**2025**		**2026**	
Start	25.72	Start	$ 26.49	$ 55,103.00	$ 27.29	$ 56,758.62	$ 28.11	$ 58,461.31
1 Year	26.73	1 Year	$ 27.53	$ 57,266.00	$ 28.36	$ 58,984.64	$ 29.21	$ 60,754.10
2 Years	27.83	2 Years	$ 28.66	$ 59,623.00	$ 29.53	$ 61,412.00	$ 30.41	$ 63,254.46
3 Years	28.37	3 Years	$ 29.22	$ 60,780.00	$ 30.10	$ 62,605.30	$ 31.00	$ 64,483.54
4 Years	29.76	4 Years	$ 30.65	$ 63,758.00	$ 31.57	$ 65,671.01	$ 32.52	$ 67,641.18
9 Years	30.50	5 Years	$ 31.42	$ 65,343.00	$ 32.36	$ 67,314.21	$ 33.33	$ 69,333.68

38.2. New hires will normally be paid at the start wage step. The 911 Director has the discretion, based upon prior dispatch experience, to place any new hire (after training is complete) at up to a year two wage level commensurate with their prior 911 dispatch experience. Placement above year two may be undertaken by letter agreement with the Union and Employer.

38.3. Wellness: 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 $100.00 per year health assessment which shall be processed under the guidelines and conditions of the County Wellness Program.

38.4 Short-term Disability – Employees shall be allowed to purchase voluntary short term disability through the Livingston County Flexible Benefit Plan starting in 2021 open enrollment to be effective January 1, 2022.

38.5 Uniforms – The Employer shall provide $300 annually to employees for the purchase of replacement approved uniform items. Payment shall be taxable and shall be made in December each year.

ARTICLE 39
HEALTH INSURANCE

39.1. Health Care: Beginning upon ratification or as soon as is practicable thereafter, all employees that do not have insurance coverage available from another source, shall be enrolled in the Blue Cross/Blue Shield Community Blue PPO4 and drug rider of $2/25/50, with $10 office and chiropractic office visit co-pay, $100 emergency room co-pay, and mandatory generic drug rider with a two (2) times mail order benefit. For employees hired before February, 2012 will contribute 10% of the premium for the health care and dental coverage they select, with the employer paying the remaining premium. For employees hired after February, 2012**,** the Employer will pay 80**%** of the cost of that health insurance coverage, with employees paying 20% of the premium for the health care and dental coverage they select. Employees may choose to keep the PPO 4 Plan or to "buy" other Plans available through the Flexible Benefit Cafeteria Plan if they pay the difference between the cost of the Community Blue PPO 4 and the cost of their plan of choice. 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 PPO1 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 transferring into the Dispatcher bargaining unit 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. Effective upon ratification or as soon as is practicable for all plans, employees shall contribute $10 per pay for a spouse enrolled in health insurance. Effective for the 2025 Plan Year, employees may voluntarily elect during open enrollment to have the HDHP with HSA plan that is offered to nonunion employees, which may change from time to time.

39.2. Effective 1-1-13, employees who choose not to enroll in hospitalization and prescription drug coverage shall receive a $1,800 "opt-out." This opt-out shall be payable in equal installments over twenty-six (26) pay periods to those who provide proof of qualified group medical insurance coverage from some other source, who remain dis-enrolled, and who sign a waiver attesting to their intention not to receive insurance coverage under the County-sponsored group plan. 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 required 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 Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine.

39.3. The Employer will require employees to sign an affidavit upon acceptance of the Employers' health care plan that they have no other health care available that is equal to or better than that provided by the Employer from another source. Employees' with County employed spouses receive either insurance coverage from the County or the opt-out amount, not both.

39.4. The county will implement Maintenance of Benefits program to ensure that benefits are paid on a "not to exceed" maximum benefit level.

39.5. Dental: Employees shall receive Blue Cross/Blue Shield's Dental Plan for dental coverage, with coverage at 100% for Class I services and 50% for Class II/III services and an annual benefit maximum of $1,200 per member for all covered services.

39.6. Upon ratification by both parties, the employer will establish a retiree health savings plan through the Municipal Employees Retirement System (MERS) for all members of the bargaining unit. Beginning on January 1, 2014, the Employer shall annually contribute $350 for employees with less than five years' services; $1000 for employees with five to fourteen years of service; $2,000 for employees with fifteen to nineteen years of service; and $2,500 for employees with 20 years or more, on a pre-tax basis. In addition, within thirty (30) days following County retirement, an employee's remaining sick bank balance, if any, shall be paid into the employee's retiree health savings plan at a fifty percent (50%) rate up to a maximum of seventy-two (72) days based upon the employee's current salary on a pretax basis. The retiree health savings plan shall provide for immediate employee vesting.

39.7 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. 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 notice of carrier change, the Employer may proceed with the substitute if the benefits are commensurate with or better than current benefit levels.

39.8 Notwithstanding the above, if the County Board of Commissioners implements, in its discretion and pursuant to 2011 PA 152, either a cap election or employee contributions necessary to meet the requirement that the Employer pay no more than 80% of the total annual costs of all of the medical benefit plans election, the above section shall be superseded and unit employees will be required to make contributions under the election made by the Board of Commissioners. The Employer will give the Union notice of any change in the election for complying with 2011 PA 152 and will, upon request, bargain regarding mandatory subjects regarding the implementation of such election.

39.9. Effective 1/1/2021, consistent with Resolution 2019-08-121, elective abortion coverage is eliminated from all health plans.

ARTICLE 40
PENSION

40.1. The County participates in a retirement program administered by the Michigan Municipal Employees Retirement System (MERS) as provided by Act 135, of the Public Acts of 1945, as amended. Effective the first pay after ratification, employees in the retirement plan described in section 40.2 shall contribute 5% of their MERS recognized wages toward the cost of this benefit.

40.2. Under the retirement system, as currently provided through the MERS B-2 Plan, an eligible employee may retire at any time they are age sixty (60) years or older and have ten (10) or more years of service. Employees may also retire at any time after they reach age fifty (50) years if they have twenty-five (25) or more years of service or after they have reached age fifty-five (55) if they have fifteen (15) or more years' service with a reduced benefit.

The above benefits are subject to amendments of Act 135, of the Public Acts of 1945 and the MERS regulations. Additional information explaining the retirement system is available through the Personnel Department.

40.3. All employees hired on or after January 1, 2003 shall be covered under the ICMA MERS' Defined Contribution Plan with a six (6) year gradual vesting of the Employer's portion of the Plan (in 20% increments) starting with the completion of two (2) years of service through to the completion of six (6) years of service. Under this Defined Contribution Plan, the Employer shall contribute five percent (5%) of salary and the employee shall contribute three percent (3%) of salary on a pre-tax basis. The Employer shall contribute an additional one and one-half percent (1 1/2%) of salary if the employee volunteers to contribute an additional one and one-half percent (1 1/2%) of salary on a post-tax basis. Employees leaving before they are fully vested may withdraw all of their portion of the Plan and any applicable Employer's portion of the Plan or they may leave it in the Plan or move it to another retirement Plan.

40.4. All employees hired before January 1, 2003 will be able to continue in the MERS defined benefit plan as outlined in 40.2.

ARTICLE 41
WAIVER

41.1. 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 any 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 42
EFFECTIVE DATE AND TERMINATION OF AGREEMENT

42.1. This Agreement shall remain in full force and effect commencing on the 1st day of January, 2024, through the 31st day of December, 2026. 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.

42.2. To the extent required by MCL 423.215 (7), an Emergency Manager appointed under the Local Government and School District Fiscal 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 Fiscal Accountability Act. The Parties agree that should Local Government and School District Fiscal Accountability Act be overturned though the courts or modified by the State of Michigan in such a way that this notice is not required, such provision shall be deemed void.

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

POLICE OFFICERS LABOR COUNCIL/ GOVERNMENT EMPLOYEES LABOR COUNCIL:

Chet Kulesza, Labor Relations Specialist

BOARD OF COMMISSIONERS, LIVINGSTON COUNTY, MICHIGAN:

JAY R. DRICK, Chair, Livingston County Board of Commissioners

LIVINGSTON COUNTY TELECOMMUNICATORS ASSN:

Melissa Rice, President

Daniel Stevens, Negotiator

LIVINGSTON COUNTY 911 DISPATCH:

Kecia Williams, Livingston County Central Dispatch, Director