

LETTER OF UNDERSTANDING

WHEREAS, the Livingston County Board of Commissioners (the "Employer") and the Police Officers Labor Council/Government Employees Labor Council (the "Union") on behalf of the Livingston County Telecommunicators Association (the "Local") are parties to a Collective Bargaining Agreement in effect from January 1, 2021 through December 31, 2023 (the "CBA");

WHEREAS, certain issues relating to holiday provisions in the CBA, as well as issues related to expanding the opportunity for employees to voluntarily trade shifts have been discussed by the Union and Employer;

WHEREAS, Article 15.3 of the CBA provides:

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;

WHEREAS, although there is no current duty to bargain and although the current practice is not violative of the Fair Labor Standards Act (FLSA), the Union has sought to clarify issues regarding the rate of holiday paid to unit employees who work between 0600 hours on the calendar date of the national observance of the holiday and 0559 hours on the following day where the unit employee working the specified holiday hours would have already been paid on an overtime rate because the holiday hours worked would have exceeded 40 hours in the workweek.

WHEREAS, Article 22.3 of the CBA provides:

Employees may trade shifts within the same work week with prior written approval of a supervisor or higher authority.

WHEREAS, 29 USC 207(p)(3) of the Fair Labor Standards Act (FLSA) as implemented by 29 CFR Sec. 553.31 provides an ability and a mechanism for certain eligible public employees to have an expanded opportunity to voluntarily trade shifts outside of the same workweek without the public employer incurring significant additional overtime compensation under the FLSA; and

WHEREAS, the Employer and the Union wish to amend the CBA as specified below subject to final approval by the Board of Commissioners.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Article 15.3 of the CBA is amended as follows:

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 **straight time** 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. **In the alternative, an employee who works on a holiday described in 15.1 above shall receive two (2) times the employee's straight time rate plus eight (8) hours of holiday pay if the employee's holiday hours worked between 0600 hours on the calendar date of the national observance of the holiday and 0559 hours would have already been compensated at an overtime rate because the holiday hours worked would exceed 40 hours in the workweek.**

2. The amendment to Art. 15.3 shall be prospective only, and shall apply only to designated holidays under the CBA worked by eligible unit employees which occur after the date of the full and final approval of this Letter of Understanding by all parties, including approval by the Board of Commissioners. In consideration of this amendment, the Union agrees that it waives, and shall not grieve nor seek to arbitrate any possible or asserted claims which predate this Letter of Agreement premised on an asserted past practice of payment of time worked under Article 15.3 which exceeds the rate specified in the CBA.

3. Article 22.3 of the CBA is amended as follows

Employees may **voluntarily** trade shifts within the same ~~work-week~~ **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.**

4. All other terms of the CBA agreement between the Employer and the Union remain unchanged and shall govern the terms and conditions of employment for unit employees.

COUNTY OF LIVINGSTON:

UNION:

Wes Nakagiri, Chairperson Date
County Board of Commissioners

Chet Kulesza, Date
Labor Relations Specialist

Kecia Williams, Director Date
Livingston County 911

 7/8/2022
Mary Reed, Local President Date

Jennifer Palmbos, Director Date
Human Resources/Labor Relations

APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON:

COHL, STOKER & TOSKEY, P.C.

By: RICHARD McNULTY

On: July 6, 2022