

LETTER OF AGREEMENT

This Letter of Agreement (hereinafter, "Agreement") is entered into by and among Livingston County and the Livingston County Sheriff (hereinafter, "EMPLOYERS") and the Police Officers Labor Council (hereinafter, "UNION").

WHEREAS, the EMPLOYERS and the UNION are parties to a Collective Bargaining Agreement (hereinafter, "CBA") effective January 1, 2023 through December 31, 2025, covering regular, full-time sergeants;

WHEREAS, the UNION filed POLC Grievance Number 24-11 on or around February 13, 2024, asserting that bargaining unit members are eligible to receive a pay increase pursuant to Article 53 of the CBA;

WHEREAS, additionally, the Livingston County Deputy Sheriffs Association (hereinafter, "LCDSA") filed a grievance alleging a similar contractual violation;

WHEREAS, the EMPLOYERS have denied the grievances, asserting they are procedurally barred or substantively without merit;

WHEREAS, the UNION has notified the EMPLOYERS of its intent to arbitrate, and the parties are now required under Section 8.3 of the CBA to attempt to mutually select an arbitrator;

WHEREAS, the EMPLOYERS and UNION wish to avoid unnecessary arbitration proceedings;

NOW, THEREFORE, the parties agree as follows:

1. The grievance and arbitration procedure for POLC Grievance Number 24-11 shall be placed on hold, consistent with the below provisions.
2. In the event the Livingston County Deputy Sheriffs Association and the EMPLOYERS receive an arbitration award concerning the LCDSA grievance, the parties shall be bound by the arbitrator's decision. A procedural determination that the grievance was not timely filed at the first step or substantive denial of the Livingston County Deputy Sheriff Association's grievance at arbitration or through an administrative or court proceeding shall result in a denial of the UNION's grievance. An award granting the Livingston County Deputy Association's grievance, in whole or in part, shall result in the granting of the UNION's grievance to the same extent, and any remedy awarded shall also be extended to the UNION's bargaining unit members.
3. In the event the Livingston County Deputy Sheriffs Association settles its grievance with the EMPLOYERS, the EMPLOYERS will share the terms of the settlement with the

UNION. The UNION and EMPLOYERS may elect to (but are not required to) accept the same settlement terms. If the UNION or EMPLOYERS decline to accept the same settlement terms, the parties will proceed with the grievance arbitration procedure. However, each party expressly retains any and all claims or defenses (procedural or substantive) to the POLC Grievance and this Letter of Agreement does not, in any way, act to waive any applicable claims or defenses. If the UNION and EMPLOYERS accepts the settlement terms, the parties shall enter into a grievance settlement agreement, and POLC Grievance Number 24-11 shall be deemed resolved and withdrawn.

4. In the event the Livingston County Deputy Sheriffs Association voluntarily elects to not to arbitrate or settle its grievance, the parties will proceed with the grievance arbitration procedure.
5. This Agreement shall not be used as precedent in any future grievance matters.
6. This Agreement represents the parties' complete understanding as to the matters addressed herein, and no other such agreement shall be binding unless in writing and signed by all parties.

IN WITNESS WHEREOF, the EMPLOYERS and UNION, by their duly authorized agents, have hereunder executed this Agreement.

LIVINGSTON COUNTY

By: _____

Its: _____

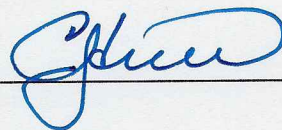
Date: _____

LIVINGSTON COUNTY SHERIFF

By: _____

Date: _____

POLICE OFFICERS LABOR COUNCIL

By: 

Its: LABOR REPRESENTATIVE

Date: MAY 16, 2024